Irvine Groves Homeowners Association

CCR/Declaration

ACTION
PROPERTY MANAGEMENT

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

RESTRICTIVE COVENANT MODIFICATION:

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on ___________(date) in book _______ and page _____ or instrument number _________ of the official records of the County of __________________, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

____

(Signature of submitting party)

_______ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

________County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

NOTICE TO HOMEBUYERS

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. 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.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

WHEN RECORDED RETURN TO:

S & S Construction Company
8383 Wilshire Blvd., Suite 700
Beverly Hills, California 90211
Attn: Bill Ford

16176

BK 11769 PG 1620

$4.00

RECORDED AT REQUEST OF
CHICAGO TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:01 AM JUN 11 1976
J. WYLIE CARLYLE, County Recorder

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 9108 ORANGE COUNTY, CALIFORNIA

This Supplementary Declaration is made this 2nd day of April, 1976, by S & S Construction Company, a California corporation (hereinafter referred to as "Declarant") with reference to the following facts:

A. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions of Tract No. 7597, recorded on February 18, 1976, in Book 11649, Pages 1848 through 1886, inclusive, of the official records of Orange County, California (hereinafter referred to as "Declaration").

B. Declarant is the sole Owner of Tract 9108, more particularly described in paragraph 1 below. Said real property constitutes a portion of the real property described in Exhibit "A" of said Declaration.

C. Section 2, of Article II of the Declaration provides that all or any part of the real property described in said Exhibit "A" may be annexed to Tract 7597 and added to the scheme of the Declaration and subject to the jurisdiction of The Irvine Groves Homeowners Association, upon the conditions stated in said section, by the filing of a Supplementary Declaration, pursuant to Section 2 of said Article II.

D. Tract 9108 has complied with the conditions stated in subsection (A) of said Section 2 of Article II and Declarant hereby declares that prior to the conveyance of any improved Lots in said Tract, that the Common Area thereof shall be conveyed to the Association.

NOW THEREFORE, Declarant declares that the real property located in the City of Irvine, County of Orange, State of California, described as:

1. Lots 1 to 78, inclusive, of Tract 9108, as per map recorded in Book 368, Pages 21 to 23, inclusive, of Miscellaneous Maps in the Office of the County Recorder of said County (hereinafter referred to collectively as "Lots"), which are and shall be devoted to residential use; and

2. Lot(s) 79 of said Tract 9108 (hereinafter referred to as "Common Area"), which is and shall be devoted to The Irvine Groves Homeowners Association.

CTI 9261-RLK

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Is and it shall hereafter be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, Charges and Liens set forth in said Declaration and by this reference thereto, said Declaration is hereby incorporated herein, all of which shall run with and shall apply to and be binding upon all parties having or acquiring any right, title or interest in the property hereinabove described or any part thereof; and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

Executed the day and year first above mentioned by:

S & S CONSTRUCTION COMPANY
a California Corporation

By: _______________
Nathan Shapell, President

By: _______________
Irvin Sterman, Secretary

TO 449 CA (5-73)
(Corporation)

TITLE INSURANCE AND TRUST
A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On April 2, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Shapell known to me to be the _______ President, and Irvin Sterman, known to me to be _______ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _______________

Mona Sacks
Name (Typed or Printed)

OFFICIAL SEAL
MONA SACKS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires August 6, 1978

(This area for official notarial seal)

STAPLE HERE

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Woodbine Corp.
8383 Wilshire Blvd., Suite 700
Beverly Hills, Ca. 90211
Attn: K. DeLancey

BK 11649 PG 1846

15674

41.0

RECORDED AT REQUEST OF
CHICAGO TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
8:00 AM FEB 18 1976
J. WYLIE CARLYLE, County Recorder

DECLARATION OF ESTABLISHMENT OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

THE IRVINE GROVES HOMEOWNERS ASSOCIATION

THIS DECLARATION, made this 6th day of January, 1976,

by Woodbine Corp., a California

corporation (Declarant);

WITNESSETH:

WHEREAS, Woodbine Corp. is the owner of certain real property located in the County of Orange, State of California, more particularly described as follows:

> Lots 1 to 68, inclusive, of Tract No. 7597, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 368 Pages 24, 25, and 26 of Miscellaneous Maps, in the office of the County Recorder of said County.

WHEREAS, Declarant desires to create on said real property, and such addition thereto as may be made pursuant to Article II hereof, a residential community with private social and recreational areas for the benefit of the community, and

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of said real property, and such additions thereto as may be made pursuant to Article II hereof, and to adopt and establish covenants, conditions and restrictions upon said real property for the purpose of enforcing and protecting the value, desirability and attractiveness thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said real property and such additions to create a corporation to which should be delegated and assigned the powers of maintaining and administering the private social and recreational areas and administering and enforcing these covenants, conditions and restrictions; and

WHEREAS, The Irvine Groves Homeowners Association, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions as aforesaid; and

WHEREAS, Declarant intends to convey all of said real property subject to certain protective covenants, conditions and restrictions as hereinafter set forth;

NOW THEREFORE, Declarant hereby certifies, agrees, and declares that they have established, and do hereby establish, a General Plan for the protection, maintenance, improvement, and development of said real property, including such additions thereto as may be made hereafter pursuant to Article II hereof, and have fixed, and do hereby fix, the covenants, conditions, restrictions, easements, reservations, liens, and charges upon and subject to which all of said real property and each portion thereof shall be held, used, leased, sold and conveyed, and each and all of which is and are declared hereby to be for the benefit of all said real property and each portion thereof and each present and each future owner (as hereinafter defined) thereof and Developer. These covenants, conditions, restrictions, easements, reservations, liens and charges shall run with the said real property and shall be binding upon all parties having or acquiring any right, title or interest in the described real property or any portion thereof and shall inure to the benefit of and bind each owner thereof and their respective successors in interest, and are imposed upon said real property and each and every portion thereof

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as a servitude in favor of said real property and each and every portion thereof as the dominant tenement or tenements, all as follows, to wit:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Irvine Groves Homeowners Association, a nonprofit corporation, incorporated under the laws of the State of California on February 10, 1976, its successors and assigns.

Section 2. "Irvine Groves" shall mean and refer to the Original Property (defined hereinafter in Article II, Section 1) together with such additions thereto as may become subject to this Declaration or any Supplementary Declaration pursuant to the provisions of Article II hereof.

Section 3. "Common Areas" shall mean and refer to Lot 68 of Tract 7597 of the property.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of Irvine Groves or any portion thereof with the exception of Common Areas as hereinabove defined.

Section 5. "Owner" shall mean and refer to one or more persons or entities holding title in fee to any Lot which is a part of the Subdivision including Declarant so long as any Lots remain unsold. Provided, however, that "Owner" shall not mean or refer to those persons or entities having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association as provided in Article III, Section 1, hereof.

Section 7. "Conveyance" shall mean and refer to the conveyance of a fee simple title of any part of The Property.

Section 8. "Declarant" shall mean and refer to Woodbine Corp., a California corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Original Property. The real property which is, and shall be, held, used, leased, sold and conveyed subject to this Declaration is described as follows:

> Lot 1 to 68, inclusive, of Tract No. 7597, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 368, Pages 24, 25 and 26 of Miscellaneous Maps, in the office of the County Recorder of said County.

Said real property shall be referred to hereinafter as the "Original Property".

Section 2. Additions to Original Property. Additional real property may be annexed to the Original Property and become subject to this Declaration by any of the methods set forth hereinafter:

(a) Additions by Declarant. If Declarant, its successors or assigns, shall develop, or cause to be developed, additional real property within the area described in Exhibit "A", attached hereto and incorporated herein by this reference, Declarant or its successors or assigns shall have the right to annex such additional real property to the Original Property and to bring such real property within the general plan and scheme of this

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Declaration without the approval of the Association, its Board of Directors, or Members; provided that said right of Declarant and its successors and assigns shall terminate on the happening of either of the following events, whichever occurs earlier:

(i) on the expiration of a three (3) year period from the date of issuance by the Department of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the real property described in Exhibit "A" without the filing of a notice of intention and questionnaire with respect to any other portion of such property as required by Sections 11010 and 11011 of the California Business and Professions Code; or

(ii) on December 31, 1985.

(b) Other Additions. In addition to the provision for annexation specified in Subsection (a) hereinabove, additional real property may be annexed to the Original Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of each class of membership.

Upon obtaining the requisite approval, the owner of any property who desires to annex it to the Original Property and add it to the general plan and scheme of this Declaration and subject it to the jurisdiction of the Association, shall file of record a Supplementary Declaration of Covenants, Conditions and Restrictions, as more particularly described in Subsection (d) hereinbelow.

(c) Conveyance of Common Areas. Prior to the conveyance of any improved Lots within the annexed real property to individual purchasers thereof, fee simple to the Common Areas within said annexed real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(d) Supplementary Declaration. The additions authorized under Subsections (a) and (b) of this Section 2 of Article II, shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or other similar instrument, with respect to the additional real property which shall be executed by Declarant to such property. The filing of record of said Supplementary Declaration shall constitute and effectuate the annexation of the additional real property described therein, and thereupon said real property shall become and constitute a part of Irvine Groves, become subject to this Declaration and encompasses within the general plan and scheme of the covenants, conditions and restrictions contained herein, and become subject to the functions, powers and jurisdiction of the Association; and the Owners of Lots in said real property shall automatically become Members of the Association.

Such Supplementary Declaration may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, or as Declarant may deem appropriate in the development of such property, and as are not inconsistent with the general plan and scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration as the same pertain to the Original Property, except as hereinafter provided.

(e) Mergers and Consolidations. Upon a merger or consolidation of the

Association with another association as provided in the Articles of Incorporation of the Association, its properties, rights and obligations may be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within Irvine Groves, together with the covenants, conditions and restrictions established upon any other property, as one general plan and scheme.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by these covenants to assessments by the Association shall be a Member of the Association. Any person or entity having any interest in a Lot merely as security for the performance of an obligation shall not be a Member. Membership and the right to vote shall be appurtenant to and may not be separated from the ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any record owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or assignment of such Lot, and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser or assignee, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners entitled to membership as defined in Section 1 of this Article III, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1.

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When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as them among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. From time to time such persons shall designate to the Association in writing one of their number who shall have the power to exercise their vote.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

(a) when the total votes outstanding in the Class A Membership equal one hundred fifty-six (156);

(b) on the expiration of a three (3) year period from the date of issuance by the Department of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the real property described in Exhibit "A" without the filing of a Notice of Intention and Questionnaire with respect to any other portion of such property as required by Sections 11010 and 11011 of the California Business and Professions Code;

(c) on December 31, 1985.

From and after the happening of these events, whichever occurs earliest, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interests required for membership under Section 1 of Article III.

Special Class A Voting Rights. Notwithstanding the provisions of this Section, if the Class A Members do not have sufficient voting power pursuant to the voting rights set forth in this Declaration to elect at least one Director at any meeting at which Directors are to be elected, and at which Class A Members are entitled to vote, then such Class A Members shall, by majority vote, among themselves, elect one Director and the remaining vacancies on the Board of Directors shall be elected by the Class B Member. In no event shall the Class A Members be entitled to elect more than one Director to the Board of Directors prusuant to the provisions of this Special Class A Voting Rights.

The voting rights of both classes of membership shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE
COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 hereinafter, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot.

Section 2. Title to Common Properties. Prior to the conveyance of the first Lot, which is fully improved with a patio home dwelling, Declarant shall convey to the Association fee simple title to the Common Areas included within The Original Property free and clear of all liens and encumbrances, except current real property taxes, which taxes shall be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities thereon and in aid thereof to mortgage or deed in trust said Areas; provided, however, that the rights of the mortgagee or beneficiary shall be subordinate to the rights of the Members; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) the right of the Association, as provided in its By-Laws, to suspend the voting and enjoyment rights of any Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer shall be effective unless approved by the vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership and an instrument in writing is recorded and signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote; and

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Areas and the facilities thereon; and

(f) the right of the Association to limit the number of guests of Members; and

(g) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

Section 4. Delegation of Use. Any Member may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas and facilities.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant for each Lot owned by it within The Original Property hereby covenants, and each Owner of any Lot within The Original Property by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is and shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) such extraordinary assessments as may be applicable, pursuant to Section 6 hereinbelow, such annual, special and extraordinary assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special and extraordinary assessments, together with such interest thereon and costs of collection thereof as provided hereinbelow in Article VI, Section 1, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall become effective upon recordation of a notice of claim of lien in accordance with Section 2 of Article VI of this Declaration. Each such annual, special and extraordinary assessment, together with such interest and costs, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment, or any portion thereof, fell due and shall bind his heirs, devisees, personal representatives, successors in title unless expressly assumed by them.

Section 2. Purpose of Annual and Special Assessments. The annual and special assessments levied by the Association shall be collected, accumulated, and used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety and social welfare of the Members of the Association, including the improvement and maintenance of the Common Areas and Facilities thereon devoted to this purpose.

Section 3. Purpose of Extraordinary Assessments. The extraordinary assessments levied against any Lot shall be used exclusively for the purpose for which the assessment was levied as provided in Section 6 hereinbelow.

Section 4. Annual Assessments. The amount of annual assessments shall be determined by the Board of Directors of the Association after giving due consideration to the current maintenance costs and future needs of the Association.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 hereof, the Association may levy for any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of each class of membership.

Section 6. Extraordinary Assessments--Annexed Property. Extraordinary assessments may be established by Supplementary Declaration as to Lots within real property annexed to the Original Property in accordance with Article II of this Declaration for the purpose of maintaining areas and facilities within said real property which are to be exclusively used and enjoyed by the Owners of such Lots, or for other purposes deemed necessary or appropriate by Declarant.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots in The Original Property on the first day of the month following the conveyance of the first Lot within said property improved with a patio home dwelling to an individual Owner. Provided, however, that the Association, by a majority vote of its Board of Directors, may extend the commencement date of annual assessments to a date not later than two months following the completion of all improvements and landscaping within the Common Areas or two months from the date of conveyance of the Common Areas to the Association, whichever is later, but in no event more than one (1) year from date of conveyance of a Lot to an Owner, if Declarant, by a written agreement with the Association, commits to maintain the Common Areas until such date.

Annual assessments shall be levied on a calendar year basis and shall be due and payable monthly in advance or in such other manner as the Board of Directors may from time to time establish.

The annual assessments for the balance of the calendar year remaining in the first year of assessment shall be, and it hereby is, levied and fixed at the rate of Seven Hundred Forty-four Dollars ($744.00) per Lot and shall be in an amount which bears the same relationship to said assessment as the remaining number of months in than year bear to twelve; provided that after consideration of current maintenance costs and future needs of the Association said assessment may be reduced by resolution of the Board of Directors of the Association. The same proration in the amount of assessment shall apply to the first assessment levied against any Lot which is added hereafter to the Original Property, at a time other than the beginning of any calendar year assessment period. The first annual assessment pertaining to the Original Property, and to any property which is added hereafter to the Original Property, shall be due and payable, as determined by resolution of the Board of Directors.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

The due date of any extraordinary assessment under Section 6 hereof shall be fixed in the Supplementary Declaration by which such assessment is established.

Section 8. Assessment of Lots Owned by Declarant. Without exception, each Lot owned by Declarant shall be subject to assessment to the same extent and in the same manner as any other Lot owned by any individual Owner.

Section 9. Nonuse and Abandonment. No Owner may waive or otherwise escape persoanl liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot.

Section 10. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 11. No Offsets. No offsets against any assessments shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance, security or enforcement.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties now onwed or hereafter acquired by a public agency, (b) all Common Areas, (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein, no real property or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency and Remedies of Association. If any assessment, annual, special or extraordinary, or any portion thereof, is not paid on the date when due (being the dates specified in Section 7 of Article V hereof), then such assessment or portion thereof shall become delinquent and shall, together with interest and costs of collection as provided hereinbelow, thereupon become a continuing lien on the Lot against which such assessment was made as more particularly described in Article V, Section 1, hereinabove.

If the assessment or any portion thereof is not paid within thirty (30) days after the delinquency date, it shall bear interest from the date of delinquency at the then legal rate, and, in addition to all other legal and equitable rights or remedies, the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereinbelow, to foreclose the lien against the Lot, and there shall be added to the amount of such assessment or any portion thereof, and interest thereon, all costs and expenses, including reasonable attorneys' fees, incurred by the Association in collecting the delinquent assessment. In lieu of judicially foreclosing the lien, the Association, at its option, may foreclose such lien by proceeding under a power of sale as provided hereinbelow in Section 3, such a power of sale being given to the Association as to each and every Lot for the purpose of collecting delinquent assessments. Each Owner vests in the Association, its successors or assigns, the right and power to bring all actions of law or lien foreclosure against such Owner or other Owners for purposes of collecting delinquent assessments.

Section 2. Notice of Claim of Lien. No action shall be brought to foreclose the lien, or to proceed under the power of sale, less than thirty (30) days after the date a notice of claim of lien, executed by a duly authorized representative of the Association, is recorded with the Orange County Recorder, said notice stating the amount claimed (which may include interest and costs of collection, including a reasonable attorneys' fee), a good and sufficient legal description of the Lot being assessed, the name of the record Owner or reputed Owner thereof, and the name and address of the Association as claimant. A copy of said notice of claim shall be deposited in the United States mail, certified or registered and postage prepaid to the Owner of the Lot.

Section 3. Foreclosure Sale. Any such sale provided for above shall be conducted in accordance with the provisions of Sections 2924, 2924b and 2924c of the Civic Code of the State of California, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was recorded by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice upon payment by the defaulting Owner of a fee to be determined by the Association, but not to exceed $25.00, to cover the costs of preparing and filing or recording such release together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights

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and remedies which the Association and its assigns may have hereunder any by law.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed of trust or mortgage now or hereafter placed upon any of the Lots within The Property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval by Architectural Committee. No fence, wall, building, or other structure, or exterior addition to or change or alteration thereof (including air conditioner installation and painting), shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on any of the real property within The Original Property (including Common Areas) until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to and approved in writing by an architectural committee, initially to be appointed by Declarant, and the City of Irvine. In addition, no shrub which at maturity and without pruning thereof would exceed three feet in height, tree or hedge shall be planted or placed on any of the real property within The Original Property (including Common Areas) until plans and specifications showing the type of shrub, tree or hedge and the proposed location and elevation thereof (including the location and elevation of same in relation to neighboring property) shall have been submitted to and approved in writing by such architectural committee. Provided that Declarant, and its successors or assigns who participate in the original construction of The Original Property, shall not be required to comply with the provisions of this Section 1. All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or its authorized agent to the architectural committee and the City of Irvine. Approval shall be based, among other things, on all conditions of approval of Tract Map 7597 as approved by the City of Irvine; adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and use of improvements on neighboring property, improvements, operations and uses; relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets; preservation of natural view and esthetic beauty; and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration. In any event, the architectural committee shall have the right to require any Member to remove, trim, top, or prune any shrub, tree, or hedge which such committee reasonably believes impedes the view of any Lot.

Section 2. Term of Architectural Committee Appointed by Declarant. The architectural committee appointed by Declarant shall remain in office until the happening of any of the following events, whichever occurs earliest:

(a) When ninety per cent (90%) or more of the Lots within The Property have been sold;

(b) On the expiration of a three (3) year period from the date of issuance by the

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Department of Real Estate of the State of California of a Final Subdivision Public Report with respect to any portion of the real property described in Exhibit "A" without the filing of a notice of intention and questionnaire with respect to any other portion of such property as required by Sections 11010 and 11011 of the California Business and Professions Code; or

(c) On December 31, 1985.

From and after the happening of these events, whichever occurs earliest, the architectural committee shall be composed of the Board of Directors of the Association or by three (3) or more representatives appointed by the Board.

Section 3. Failure to Approve or Disapprove Plans and Specifications. In the event the architectural committee, or its designated representatives, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

Section 4. No Liability. Neither Declarant, the Association, or the architectural committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the architectural committee for approval agrees, by submission of such plans and specifications, and every Owner of any of said property agrees that he will not bring any action or suit against Declarant, the Association, the architectural committee, or any of the members thereof to recover any such damages.

Section 5. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of this Article VII, unless actual notice of such noncompliance or noncompletion, executed by the architectural committee, shall appear of record in the office of the County Recorder of Orange County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 6. Rules and Regulations. The architectural committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions hereof.

Section 7. Variances. Where circumstances, such as topography, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of The Original Property; and provided, however, that all such variances shall comply with all development standards, laws and ordinances of the City of Irvine and Tract 7597, as approved by the City of Irvine

ARTICLE VIII

EASEMENTS

Section 1. Encroachment. Each Lot within The Original Property is hereby declared to have an easement over all adjoining property (including Lots and Common Areas) for the purpose of accomodating any minor encroachment due to original engineering or surveying errors, errors in original construction, or settlement or shifting of a building or other structure, or driveway ingress and egress or utility meters, and for the purpose of maintaining such encroachment.

ARTICLE IX

GENERAL RESTRICTIONS

Section 1. Except as provided in Section hereof, no building, structure or improvement shall be contructed, erected, altered, placed or permitted to remain on any of the Lots within The Original Property, other than a one-family dwelling designed for occupation by not more than one family together with outbuildings hereafter permitted.

Section 2. Neither The Original Property, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or in violation of any public law, ordinance, or regulations in anywise applicable thereto. No business or commercial activity shall be maintained or conducted upon any of the Lots.

Section 3. The Common Areas shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration, and such

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supplementary Declarations as may be filed pursuant to the provisions of Article II hereof. Any private streets included within the Common Areas shall be used only for vehicular movement within the community.

Section 4. Declarant, its successors and assigns and the Owners of any real property annexed pursuant to Article II hereof, may use any of the Lots, including but not limited to the recreation room, within The Original Property owned by them for model home sites and display and sales offices and incidental parking, any may use such property, and Common Areas on a nonexclusive basis, for the erection and maintenance of other structures, displays, exhibits and signs as they may deem necessary or convenient, during the construction and sales period.

Section 5. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any Lot within The Original Property in such location or manner or height as will unreasonably obstruct or interfere with the view of any other Lot; provided that all building, structures and improvements as originally constructed by Declarant or its successors or assigns, shall be deemed to not unreasonably obstruct or interfere with the view of any Lot within The Original Property. No projections of any type shall be placed permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building or on any property within The Original Property or connected in such manner as to be visible from the outside of any such building.

Section 6. Outbuildings or garages erected and maintained upon any Lot shall conform generally in architectural design and exterior material to the finish of the dwelling house to which they are appurtenant and may be, but need not be, attached to said dwellings. When garages are not in use, garage doors shall be closed. No open carport shall be used for the storage of any item other than an automobile.

Section 7. No shed, tent or temporary building shall be erected, maintained or used on any property within The Original Property; provided, however, that temporary buildings for use and used only for purposes incidental to the initial construction of improvements and dwellings on any portion of The Original Property may be constructed and maintained provided that said temporary buildings shall be promptly removed upon the completion of such construction work.

Section 8. Subject to Declarant's rights under Section 4 hereinabove, no mobile home, boat, truck or trailer or recreational vehicle of any kind shall be kept, stored, parked (other than temporarily), maintained, constructed or repaired, on any Lot or street within The Original Property in such a manner as to be visible from any neighboring property; provided, however, that the provisions of this section shall not apply to emergency vehicle repairs, or to the area designated for recreational vehicle storage, if any. Temporary parking shall mean parking of vehicles belonging to guests of Owners, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of vehicles belonging to or being used by Owners for loading and unloading purposes.

Section 9. No privy shall be erected, maintained or used upon any portion of The Original Property, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet which shall be erected, maintained or used upon any portion of The Original Property shall be enclosed and located within a building permitted under this Declaration to be erected on the property, shall be properly connected with the sewer system and shall be so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 10. Except for a sign of primary colors and of customary and reasonable dimensions, the maximum face area of which will not exceed four (4) square feet, advertising a Lot for sale, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any portion of The Original Property; provided, however, that Declarant, its agents and assigns, may erect and maintain such signs and other advertising devices or structures as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, and sale of said property; provided further that residential signs having a maximum face area of seventy-two square inches giving the name of the occupant and/or the address of a Lot may be displayed on such Lot. So long as it is an Owner of at least twenty-five per cent (25%) of the Lots, Declarant or the Association may summarily remove and destroy all unauthorized signs.

Section 11. No animals, fowl, reptiles or poultry shall be kept within The Original Property, except that domestic dogs, cats, birds and fish may be kept as household pets upon said property provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2) each.

Section 12. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of The Original Property which render such portion unsanitary, unsightly, offensive or detrimental to any property in the vicinity thereof or to the occupants of any such property in such vicinity. In the event of the default in the performance of this provision, and if such default shall not have been cured within five (5) days after written notice thereof, Declarant, so long as it is an Owner of at least twenty-five per cent (25%) of the Lots, or the Association, shall have the right to enter upon said property and remove all weeds, rubbish, debris, objects or materials and do all things necessary to place said property in a neat and orderly condition and any expenses therefor shall become due and payable from the Owner of said property to Declarant of the Association, as the case may be, within five (5) days after written demand therefor.

Section 13. No plants or seed infected with noxious insects or plant diseases shall be brought upon, grown, or maintained upon any part of The Original Property. In the event of the default in the performance of this provision, and if such default shall not have been cured within five (5) days after written notice thereof, Declarant, so long as it is an Owner of at least twenty-five per cent (25%) of the Lots, or the Association, shall have the right to enter upon any Lot within The Original Property and, at the expense of the Owner of said Lot, remove infected or diseased plants and/or spray the same and/or take such measures as may be necessary in the opinion of the Declarant or the Association to protect the same and/or the community from the spread of such infection.

Section 14. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service yards or service areas, clothesline areas, rubbish containers, and storage piles on any property within The Original Property shall be enclosed or fenced in such a manner that such yards, areas, containers equipment, and piles will be obstructed from view from any neighboring property or street.

Sanitary containers may be set out for a reasonable period of time before and after scheduled trash pick-up times.

Section 15. No noxious or offensive trade or activity shall be carried on upon any portion of The Original Property, nor shall anything be done or maintained thereon which may be or become annoyance or nuisance to the neighborhood.

Section 16. All buildings and other structures upon The Original Property and each portion thereof shall at all times be maintained in good condition and repair and well and properly painted. No window shall be covered with aluminum foil or similar material.

Section 17. All landscaping of every kind and character, including shrubs, trees, grass, and other planting shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, unless otherwise provided for herein, in a neat and orderly condition and in a manner to enhance its appearance.

Section 18. No tree, shrub or planting of any kind shall be allowed to overhang or otherwise encroach upon any sidewalk or other pedestrian way from ground level to a heighth of ten (10) feet without the prior approval of the architectural committee.

Section 19. No property within The Original Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, mineral of any kind, gravel, earth or any earth substance or other mineral of any kind. No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot on which is situated a one-family dwelling, except such machinery or equipment as is usual and customary in connection with the use and maintenance of a private residence.

Section 20. During reasonable hours and after reasonable notice, any agent of Declarant, so long as it is an Owner of at least twenty-five per cent (25%) of the Lots, or the Association shall have the right to enter upon and inspect The Original Property

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or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reasons thereof.

Section 21. Each Member shall be liable to the Association for any damage to the Common Areas or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or wilful misconduct of said Member or of his family members, relatives, guests or invitees, both minor and adult.

ARTICLE X

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. In addition to the duties and powers enumerated in its Articles of Incorporation any By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, lease, maintain and otherwise manage, or cause to be managed, in a neat and orderly condition, all of the Common Areas and all facilities, improvements, drainage facilities, and landscaping thereon and thereunder, and all other property acquired by the Association.

(b) Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions;

(c) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members; and

(d) Establish and maintain a working capital and contingency fund in an amount

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to be determined by the Board of Directors of the Association.

(e) Enter into contracts or other arrangements with any person, firm, association, corporation, municipality, body politic, county, state or government, conductive to the purpose of the Association, including the improvement, maintenance, irrigation, repair and upkeep of Common Areas located within The Original Property

(f) Have the duty to maintain all drainage facilities and easements thereon by the Association in accordance with the requirements of the Orange County Flood Control District.

(g) Have the duty to maintain all private streets and adjacent streetscapes within the property in accordance with the requirements prescribed for public streets and streetscapes by the City of Irvine.

(h) Enter into an agreement with the City of Irvine providing for the allocation of maintenance responsibility for parkway and median landscaping on all public streets, including but not limited to Walnut Avenue.

Section 2. Use of Agent. The Board of Directors of the Association may employ a manager or other persons and may contract with independent contractors or managing or security agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent or as a security agent shall provide for the right of the Association to terminate the same at the end of the first year following the conveyance of the first Lot by Declarant.

Section 3. Limitations. The cost of any Common Area maintenance services caused by the negligence or willful misconduct of any Owner, or his family members, relatives, guests or invitees, both minor and adult, shall be borne entirely by such

Owner. No Owner shall provide or cause to be provided any of the maintenance services provided by the Association.

Section 4. Entry. The Association and its managers and agents and employees shall have the right, after reasonable notice and at reasonable hours, to enter upon any Lot for the purpose of performing its duties and exercising its powers as set forth in this Article X.

Section 5. Balance Sheet. The Association Board of Directors shall prepare a Balance Sheet and an Operating (income) Statement for the Association with provision for the distribution of copies thereof to each Member of the Association with sixty (60) days of accounting dates as follows:

(a) A balance sheet as of an accounting date which shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a subdivision interest to a member of the Association and an operating statement for an accounting period from the aforesaid date of first closing to the aforesaid accounting date;

(b) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year. The operating statement for the first six months accounting period referred to in (a) above shall include a schedule of assessments received or receivable itemized by lot or unit number and by the name of the person or entity assessed.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the real property within The Original Property and shall inure to the benefit of and be enforceable by the Association or the Owners, including Declarant, of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, and are imposed upon The Original Property as a servitude in favor of each and every parcel of land therein as a dominant tenement, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded with the Orange County Recorder, agreeing to change said covenants, conditions, and restrictions in whole or in part.

Section 2. Amendment. The covenants, conditions and restrictions of this Declaration may be amended by an instrument in writing signed by not less than the Owners of three-fourths (3/4) of the Lots; provided that no amendment shall be effective so long as any property subject to this Declaration lies within the boundaries of an incorporated city, unless such amendment be approved in writing by the Director of Planning of the City of Irvine, or his delegates, whose action shall be governed by whether the Declaration, after such amendment, will continue to contain adequate provision for preservation and maintenance of vehicular and pedestrian access rights for individual Owners of the Lots; all improvements and physical facilities such as landscaping, walls, fencing, buildings, hydrants, utility facilities, parking areas, flood lights, drainage facilities, parks, open space, trails and recreational facilities within the Common Area; and private streets and driveways and whether the amendment is in conformance with the conditions of approval of tentative tract map 7597. Any amendment must be properly recorded.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Violation or breach of any covenant, condition or restriction herein contained shall give to the Developer, so long as it is an Owner of at least twenty-five per cent (25%) of the Lots, or the Association, the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and/or shall give to the Association or the Owner of any Lot, including Declarant, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

The result of every action or omission whereby any covenant, condition or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, shall be applicable against every such result and may be exercised by the Association or any Owner, including Declarant, subject to these restrictions.

In any legal or equitable proceeding for the enforcement or to restrain the violation of these restrictions or any provisions hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Failure by the Declarant, the Association, or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 6. Breach of Restrictions, Easements, Conditions, Covenants and Reservations. A breach of any of the restrictions, easements, conditions, covenants or reservations herein contained shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Lot or portion of the Lots in the real property covered hereby, but said restrictions, easements, conditions, covenants and reservations shall be binding upon and effective against any Owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Section 7. Headings. Section headings are inserted for convenience only and are not intended to be a part of this document or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

Section 8. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 9. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community with private social and recreational areas and for the maintenance of such areas.

Section 10. Obligation of Owners and Members. The terms and provisions set forth in this Declaration are binding upon all Owners of all Lots, the Association, and all Members in the Association. In addition, both the Member and the Lot owned shall be subject to the terms and provisions of the Articles of Incorporation and By-Laws of the Association.

Each Member shall cause the Association to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 11. Construction by Declarant. Nothing in this Declaration shall limit the right of Declarant to commence and complete construction of improvements to The Original Property or to alter the foregoing or the Lots, or to construct such additional improvements as Declarant deems advisable prior to the completion and sale of all of The Original Property. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title by a purchaser from Declarant to establish on any Lot additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of The Original Property.

Section 12. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Vetrans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 13. Inapplicability to Property of Public Entity. The provisions hereof shall be inapplicable to any property now owned or hereafter acquired by the State of California, any political subdivision thereof, or any public agency, unless specifically provided to the contrary in this Declaration.

ARTICLE XII

ASSIGNMENT OF POWERS

Any or all of the rights and powers and reservations of Declarant herein contained may be granted, conveyed and assigned to any other corporation or association or person which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and powers and reservations granted, conveyed and assigned; and upon any such corporation or association or person evidencing its consent in writing to accept such grant, conveyance and assignment and assume such duties, it shall, to the extent of such grant, conveyance and assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein, and thereupon, Declarant shall be relieved of the performance of any further duty and of any further obligations hereunder.

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ARTICLE XIII

SPECIAL PROVISION FOR ENFORCEMENT OF BONDED OBLIGATIONS

Section 1. The governing body of the Association shall be directed to consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within 60 days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any common area improvement, the governing body shall be directed to consider and vote on the aforesaid question if a Notice of Completion has not been filed within 30 days after the expiration of the extension.

Section 2. A special meeting of members for the purpose of voting to override a decision by the governing body not to initiate action to enforce the obligations under the Bond or on the failure of the governing body to consider and vote on the question. The meeting shall be required to be held not less than 15 days nor more than 30 days after receipt by the governing body of a petition for such a meeting signed by members representing a prescribed percentage of not less than 5% nor more than 10% of the total voting power of the Association.

Section 3. A vote by members of the Association other than the subdivider at the special meeting called for the purpose set forth in Section 2 hereinabove.

Section 4. A vote of a majority of the voting power of the Association residing in members other than the subdivider to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the governing body shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal this 12th day of February, 19 76.

WOODBINE CORPORATION
a California corporation

BY ______________

Its President

BY ______________

Its Secretary

TO 449 C
(Corporation)

(TI)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 12, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared Nathan Shapell known to me to be the President, and Irvin Sterman known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Kathleen DeLancey

Kathleen DeLancey
Name (Typed or Printed)

(This area for official notarial seal)

STAPLE HERE

BK 11649 PG 1885

EXHIBIT "A"

TRACT 9099:

Lots 1 to 16, inclusive, of Tract No. 9099, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 368, Pages 18, 19 and 20 of Miscellaneous Maps, in the office of the County Recorder of said County.

TRACT 9107:

Lots 1 to 51, inclusive, of Tract No. 9107, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 368, Pages 15, 16 and 17 of Miscellaneous Maps, in the office of the County Recorder of said County.

TRACT 9108:

Lots 1 to 79, inclusive of Tract No. 9108, in the City of Irvine, County of Orange, State of California, as shown on a map recorded in Book 368, Pages 21, 22 and 23 of Miscellaneous Maps, in the office of the County Recorder of said County.

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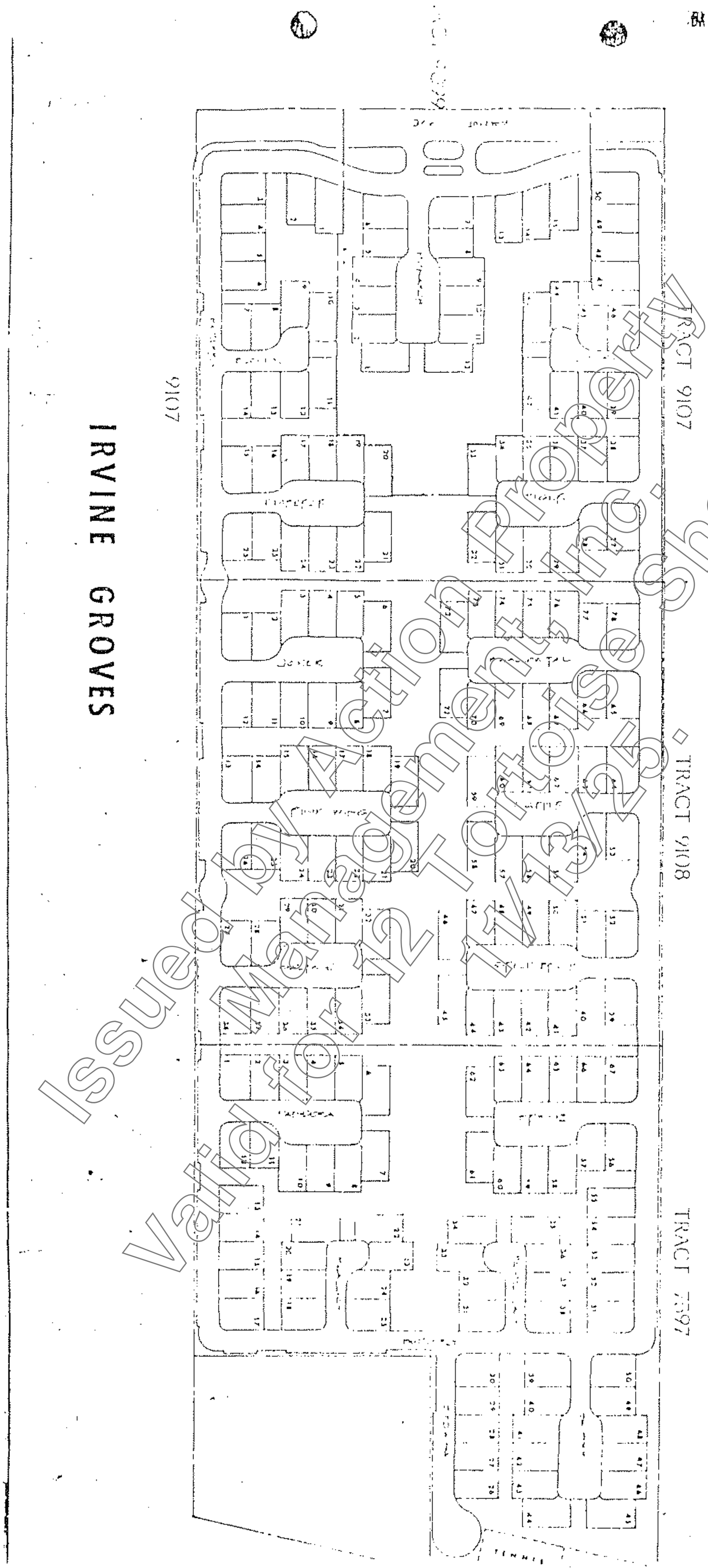
BK 11649 PG 1885

EXHIBIT "A"



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Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
102.00
2005000819051 10:14am 10/12/05
117 48 A23 33
0.00 0.00 0.00 0.00 96.00 0.00 0.00 0.00

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DESAI IRVINE, LLC
2040 S. Santa Cruz St., Suite 115
Anaheim, CA 92805
ATTN: Mahendra Desai

176742-AJ

(SPACE ABOVE FOR RECORDER'S USE)

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATIONS AND GRANTS OF EASEMENTS

This Supplementary Declaration of Covenants, Conditions and Restrictions, and Reservations and Grants of Easements (hereinafter referred to as the "Supplementary Declaration") is made this 6th day of October, 2005 by DESAI IRVINE, LLC, a California limited liability company (hereinafter referred to as "Home Builder"). (Various capitalized words and phrases used herein are defined in the Declaration referenced below, and unless otherwise indicated herein, such words and phrases shall have the same meaning herein as is ascribed to them in the Declaration.)

RECITALS

A. Home Builder owns that certain real property located in the City of Irvine, County of Orange, State of California, more particularly described as follows:

> Lots 1 through 8, inclusive, and Lots 11 through 15, inclusive, of Tract No. 16597 as shown on a Map recorded in Book 860, Pages 17 through 19, inclusive, of Miscellaneous Maps in the Office of the County Recorder for Orange County, California (each of said Lots is sometimes individually referred to herein as a "Lot," and two [2] or more of said Lots are sometimes referred to herein as the "Lots");

B. Home Builder is developing the Lots, together with certain other property owned by Home Builder, as part of that certain residential planned development commonly known as "Irvine Groves" (hereinafter referred to as the "Project");

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

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C. The Project is subject to that certain "Declaration of Establishment of Protective Covenants, Conditions and Restrictions" recorded on February 18, 1976 as Instrument No. 15674 in the Official Records in the Office of the County Recorder for Orange County, California, as the same may be amended and/or restated from time to time (hereinafter referred to as the "Declaration");

D. The Irvine Groves Homeowners Association, a California nonprofit corporation (hereinafter referred to as the "Association") is the management body for the Project;

E. Home Builder intends to construct an attached or detached residence (each hereinafter referred to as a "Residence") and certain additional improvements (hereinafter referred to as the "Improvements") on each of the Lots;

F. Home Builder will cause the Lots, together with certain other property owned by Home Builder, to be annexed into the Project in accordance with the provisions of Section 2 of Article II of the Declaration, and pursuant to such annexation, each and all of the Lots will be subject to the provisions of the Declaration and to the jurisdiction of the Association (including, without limitation, the Architectural Committee);

G. Each Owner of a Lot will be obligated to maintain his Lot (including the Residence and other Improvements constructed thereon) in accordance with the provisions of the Declaration and the Irvine Groves Homeowners Association Rules & Regulations adopted by the Association's Board of Directors, as the same may be amended from time to time (hereinafter referred to as the "Association Rules and Regulations");

H. The Residence constructed by Home Builder on Lot 2 includes a courtyard area (hereinafter referred to as a "Courtyard") which extends across the side property line between Lot 1 and Lot 2, such that (i) the Courtyard encompasses a portion of Lot 1, and (ii) the exterior surface of one of the structural walls of the Residence constructed on Lot 1 (hereinafter referred to as the "Residential Wall") serves as the effective boundary between Lots 1 and 2;

I. Additionally, the Residences constructed by Home Builder on certain adjacent Lots share a common entry sidewalk which provides access to the front entrances of both of the adjacent Residences (each hereinafter referred to as a "Shared Entry Sidewalk");

J. Further, the roof and the related roof support structures (including, without limitation, joists, rafters and all other related framing members) for certain attached Residences constructed by Home Builder on certain adjacent Lots, extend across the common side property line between such Lots so as to appear and function as one undivided roof (each hereinafter referred to as a "Joint Maintenance Roof");

K. Moreover, because an attached Residence which shares a Joint Maintenance Roof may be susceptible to the spread of wood-destroying pests or organisms (including, without limitation, termites) from the adjoining Residence, and it is not possible to effectively tent and fumigate only one of the attached Residences, Home Builder desires to impose covenants upon the Owners of the Lots that share a Joint Maintenance Roof, in order to create a fumigation and pest control plan;

L. Home Builder desires to establish, reserve and grant the various easements set forth herein in favor of the Lot that benefits from the Courtyard, a Shared Entry Sidewalk and/or a Joint Maintenance Roof on, over, across and through certain portions of the respective adjacent Lot for the purposes set forth herein and to establish and impose certain covenants upon the respective Lots as set forth herein; and

M. All of the covenants, conditions, restrictions, reservations and easements set forth herein (hereinafter collectively referred to as the "Protective Covenants") are in addition to the covenants, conditions, restrictions, reservations and easements set forth in the Declaration, and are intended to supplement the provisions of the Declaration due to the Courtyard, Shared Entry Sidewalk and Joint Maintenance Roof conditions which affect the Lots as described herein.

NOW, THEREFORE, Home Builder hereby declares that each and all of the Lots shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the Protective Covenants set forth herein. The Protective Covenants shall run with each and all of the Lots, and shall be binding upon and inure to the benefit of each Owner, and his respective heirs, executors, administrators, devisees, successors, assigns and grantees.

Section 1. Easements for the Courtyard and Related Courtyard Improvements.

(a) Creation and Implementation of the Courtyard Plan of Development. Lot 2 (hereinafter referred to as the "Courtyard Benefited Lot") includes a Courtyard which extends across the common side property line between Lot 1 and Lot 2 (Lot 1 is hereinafter referred to as the "Courtyard Burdened Lot"). As more particularly depicted on **Exhibit "CY"** attached hereto, the Courtyard includes a portion of Lot 1 and is bordered by the Residential Wall of the Residence constructed on Lot 1 which serves as the effective boundary between Lot 1 and Lot 2. In addition to being bordered by the Residential Wall of the Residence constructed on the Courtyard Burdened Lot, the Courtyard is further bordered in the front and rear by decorative courtyard walls (hereinafter referred to as "Decorative Courtyard Walls") which run between and across a portion of both the Courtyard Benefited Lot and the Courtyard Burdened Lot as generally depicted on **Exhibit "CY"** attached hereto. The front Decorative Courtyard Wall is improved with an entry gate (hereinafter referred to as the "Courtyard Entry Gate"). In order to create and implement the Courtyard plan of development for Lot 1 and Lot 2, Home Builder hereby establishes, reserves and grants various easements (herein referred to as the "Courtyard Easements") for the benefit of the Courtyard Benefited Lot on, over, under, across and through portions of the adjacent Courtyard Burdened Lot as more particularly set forth hereinbelow. The Courtyard, the Courtyard Benefited Lot, the Courtyard Burdened Lot, the Residential Wall of the Residence constructed on the Courtyard Burdened Lot, the Decorative Courtyard Walls, the Courtyard Entry Gate and related incidental Improvements are generally depicted on **Exhibit "CY"** attached hereto. The depictions are intended for illustrative purposes only, and in the event of a conflict between the depictions on **Exhibit "CY"** and the actual as-built condition, the actual as-built condition shall control.

(b) <u>Reservations and Conveyances of the Courtyard Easements</u>. Home Builder hereby establishes, reserves and grants a perpetual, nonexclusive easement appurtenant to the Courtyard Benefited Lot on, over and across those certain portions of the Courtyard Burdened Lot as shown on **Exhibit "CY"** attached hereto for the installation, maintenance, repair and replacement of landscaping and the related irrigation system, for the installation, maintenance, repair and replacement of hardscape Improvements (including a concrete, brick and/or stone sidewalk) within the Courtyard and for the installation, maintenance, repair and replacement of the Decorative Courtyard Walls (hereinafter collectively referred to as "Permitted Improvements"). Only Permitted Improvements which are pre-approved by the Architectural Committee in accordance with the provisions of the Declaration may be planted and/or installed in the Courtyard.

(c) <u>Maintenance of the Courtyard</u>. The Owner of the Courtyard Benefited Lot shall, at his sole cost and expense, maintain the Courtyard, the Decorative Courtyard Walls, the Courtyard Entry Gate and related Improvements within and immediately adjacent to the Courtyard, including the sidewalk and landscaping, as shown on **Exhibit "CY"** attached hereto, in a neat, clean, safe, sanitary and attractive condition at all times in accordance with the maintenance requirements set forth in the Declaration and the Association Rules and Regulations. Vines and other landscaping which are pre-approved by the Architectural Committee and installed by the Owner of the Courtyard Benefited Lot in accordance with the provisions of the Declaration may be attached only to the Decorative Courtyard Walls. In the event such vines and other landscaping are attached to the Decorative Courtyard Walls, the Owner of the Courtyard Benefited Lot shall, at his sole cost and expense, maintain and keep such vines or landscaping in a neat, clean and attractive condition at all times.

(d) Restrictions on the Use of the Courtyard. In no event may the Owner of the Courtyard Benefited Lot build, construct, erect or otherwise install any structural Improvements of any kind (including, but not limited to, room additions or overhead structures) within the Courtyard. Further, although the Owner of the Courtyard Benefited Lot may plant and/or install Permitted Improvements in the Courtyard as provided above, in no event may such Owner (i) drive or attach any nails, screws, bolts or other objects into any portion of the Residential Wall of the Residence constructed on the Courtyard Burdened Lot; (ii) attach any landscaping whatsoever to any portion of the Residential Wall of the Residence constructed on the Courtyard Burdened Lot; (iii) alter the grading within the Courtyard; (iv) damage or interfere with the subterranean drainage pipeline which is installed within the Courtyard but which provides drainage for the Courtyard Burdened Lot; (v) plant any landscaping within the Courtyard other than turf, flowers or low growing shrubs or bushes, not to exceed three feet (3') in height, in order to prevent the intrusion of roots which may cause damage to the Residence or any other Improvements constructed on the Courtyard Burdened Lot; (vi) direct irrigation waters onto the Residential Wall; and (vii) otherwise plant or install any Improvement in the Courtyard which might unreasonably interfere with or threaten the structural integrity of the Residence constructed on the Courtyard Burdened Lot, or which would unreasonably impede the right of the Owner of the Courtyard Burdened Lot to enter into the Courtyard as provided herein.

(e) Reservation of Rights In Favor of the Courtyard Burdened Lot. Home Builder hereby reserves in favor of the Owner of the Courtyard Burdened Lot certain rights on, over, under, across and through the Courtyard. Since the Residential Wall of the Residence constructed on the Courtyard Burdened Lot serves as the effective boundary between the Courtyard Benefited Lot and the Courtyard Burdened Lot, it will be necessary for the Owner of the Courtyard Burdened Lot to occasionally enter into the Courtyard to paint, maintain, repair and/or otherwise restore the exterior surface of his Residential Wall (including the fascia, eaves, roofing members, gutters and downspouts attached to such Residential Wall) so as to keep the same in a neat, clean, safe and attractive condition at all times. In addition, since Home Builder installed a subterranean drainage pipeline which serves the Courtyard Burdened Lot through the Courtyard as generally depicted on **Exhibit "CY,"** it will be necessary for the Owner of the Courtyard Burdened Lot to occasionally enter into the Courtyard to maintain, repair and/or replace said subterranean drainage pipeline. Accordingly, Home Builder hereby reserves the right and easement in favor of the Courtyard Burdened Lot to enter in and upon the Courtyard as reasonably necessary to paint, maintain, repair and/or restore the exterior surface of the Residential Wall of his Residence and to maintain, repair and/or replace the subterranean drainage pipeline located within the Courtyard. Without limiting the foregoing, the Owner of the Courtyard Burdened Lot shall also have a right and easement of ingress, egress and access on, over and across such other portions of the adjoining Courtyard Benefited Lot as reasonably necessary to access the Courtyard and to exercise his rights hereunder. Except in the event of an emergency, the Owner of the Courtyard Burdened Lot shall give the Owner of the Courtyard Benefited Lot at least seventy-two (72) hours notice of his intention to enter into the Courtyard, and shall perform all necessary work during reasonable daylight hours. In the event of an emergency, such entry may be made at any time and without prior notice. Under all circumstances, the Owners shall cooperate to minimize the duration of the work and the inconveniences associated therewith. In exercising such right of entry, the Owner of the Courtyard Burdened Lot shall utilize reasonable care to minimize damage to the landscaping and all other Improvements in the Courtyard, and shall, at his sole cost and expense, promptly repair any damage to any Improvements (including landscaping) in the Courtyard and restore the Courtyard to as near the same condition as existed prior to such damage as reasonably practicable. The Owner of the Courtyard Benefited Lot shall not unreasonably restrict or otherwise hinder the Owner of the Courtyard Burdened Lot's

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right of access set forth herein (including, without limitation, obstructing access by locking the gate into the Courtyard or leaving a pet in the Courtyard).

(f) No Further Rights are Granted. Nothing in this Supplementary Declaration shall be interpreted or construed to grant or confer any additional easements or other rights in favor of the Courtyard Benefited Lot on, over, under, across or through the Courtyard Burdened Lot.

Section 2. Easements for Shared Entry Sidewalks and Related Improvements.

(a) Creation and Implementation of the Shared Entry Sidewalks Plan of Development. The following pairs of adjacent Lots: Lots 3 and 4; Lots 5 and 6; Lots 12 and 13; and Lots 14 and 15, each share a sidewalk which provides pedestrian access to the front entry of the Residences constructed on said adjacent Lots as generally depicted on **Exhibit "SES"** attached hereto. As more generally depicted on **Exhibit "SES,"** the Shared Entry Sidewalk is located over portions of both of the adjacent Lots. In addition, certain walls are located on and extend across the common side property line between each pair of adjacent Lots (hereinafter referred to as the "Decorative Walls") and the Decorative Walls include an entry gate (hereinafter referred to as a "Shared Entry Gate") which provides a gated entry for the two (2) adjacent Lots. In order to create and implement a Shared Entry Sidewalk plan of development for the above-referenced pairs of adjacent Lots, Home Builder hereby establishes, reserves and grants reciprocal, nonexclusive easements (hereinafter referred to as the "Shared Entry Sidewalk Easements") on, over and across those portions of the adjacent Lots as more particularly set forth hereinbelow. The Shared Entry Sidewalks, the Decorative Walls and Shared Entry Gates are generally depicted on **Exhibit "SES"** attached hereto. The depictions are intended for illustrative purposes only, and in the event of a conflict between the depictions on **Exhibit "SES"** and the actual as-built condition, the actual as-built condition shall control.

(b) Reservations and Conveyances of Easements for the Shared Entry Sidewalks. Home Builder hereby establishes, reserves and grants a reciprocal, nonexclusive easement appurtenant to each of the above-referenced adjacent Lots (hereinafter referred to as the "Shared Entry Sidewalk Benefited Lot") on, over and across those certain portions of the respective adjacent Lot (hereinafter referred to as the "Shared Entry Sidewalk Burdened Lot") which have a Shared Entry Sidewalk as

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generally depicted on **Exhibit "SES"** attached hereto for the pedestrian ingress, egress and access to the front entry of the respective Residences.

(c) Maintenance of the Shared Entry Sidewalks and Related Improvements. The Owners of the two (2) adjacent Lots who share a Shared Entry Sidewalk shall, at their joint cost and expense, maintain and repair the Shared Entry Sidewalk, the Decorative Walls and Shared Entry Gate that serve both of said Lots, and shall keep same in a neat, clean, safe and attractive condition and in good working order at all times in accordance with the maintenance requirements set forth in the Declaration and Association Rules and Regulations. The maintenance and repair work to be performed shall include, but not be limited to, keeping the surface of the Shared Entry Sidewalk in a clean and safe condition, free of weeds, debris, large cracks and/or separations in the concrete and painting the Shared Entry Gate at least every other year or more often as needed. Any vines and/or other landscaping which are mutually acceptable to the Owners of the Shared Entry Sidewalk Benefited and Burdened Lots and pre-approved by the Architectural Committee in accordance with the provisions of the Declaration may be attached to the Decorative Walls only and shall be jointly maintained by said Owners in a neat, clean and attractive condition which does not interfere with or otherwise obstruct the use of the Shared Entry Gate.

(d) Restrictions on the Use of the Shared Entry Sidewalks. Neither Owner who shares a Shared Entry Sidewalk may build, construct, plant or otherwise install any Improvements of any kind whatsoever (including, but not limited to, walls, planters or landscaping) which might obstruct or interfere with the structural integrity of the Shared Entry Sidewalk or unreasonably impede access on, over and across said Shared Entry Sidewalk. Additionally, neither Owner shall permit nor allow any obstructions or impediments (including, without limitation, bicycles, skateboards, toys or tools) to remain on a Shared Entry Sidewalk or within the area enclosed by the Decorative Walls and the Shared Entry Gate. Further, neither Owner shall obstruct nor inhibit pedestrian access upon the Shared Entry Sidewalk by keeping pets within the area enclosed by the Decorative Walls or locking the Shared Entry Gate. In the event either Owner unreasonably obstructs or inhibits pedestrian access over a Shared Entry Sidewalk Easement (the "Violating Owner"), the other Owner shall immediately disclose such condition to the Violating Owner, and may also notify the Association. If the Violating

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Owner fails or refuses to immediately cure the offending condition, the Association may take disciplinary action against the Violating Owner in accordance with the provisions of the Declaration and/or the Association Rules and Regulations.

(e) No Further Rights are Granted. Nothing in this Supplementary Declaration shall be interpreted or construed to grant or confer any additional easements or other rights in favor of either of the Owners who share a Shared Entry Sidewalk.

Section 3. Easements and Covenants for the Joint Maintenance Roofs.

(a) Creation and Implementation of the Joint Maintenance Roof Plan of Development. The following pairs of adjacent Lots: Lots 2 and 3; Lots 4 and 5; Lots 7 and 8; Lots 11 and 12; and Lots 13 and 14, each share a roof which extends across the common side property line between such Lots and which is supported by the structural walls of the attached Residences, so as to appear and function as one undivided roof. While the portion of each Joint Maintenance Roof which extends exclusively over one Owner's Lot constitutes a portion of that Owner's Residence, a leak in the Joint Maintenance Roof could result in damage to the interior of either or both of the attached Residences. In order to create and implement a Joint Maintenance Roof plan of development for the above-referenced pairs of adjacent Lots, Home Builder hereby establishes the covenants set forth in this Section 3 (hereinafter referred to as the "Joint Maintenance Covenants") which shall run with the pairs of adjacent Lots. The Joint Maintenance Roofs and the respective adjacent Lots are generally depicted on **Exhibit "JMR"** attached hereto. The depictions are intended for illustrative purposes only, and in the event of a conflict between the depictions on **Exhibit "JMR"** and the actual as-built condition, the actual as-built condition shall control.

(b) Reservations and Conveyances of Easements for the Joint Maintenance Covenants. Home Builder hereby establishes the Joint Maintenance Covenants set forth herein which will run with the pairs of adjacent Lots referenced above. Additionally, in order to effectuate the Joint Maintenance Covenants, Home Builder also hereby establishes, reserves and grants a reciprocal, nonexclusive easement appurtenant to each of the above-referenced adjacent Lots on, over and across those certain portions of the respective adjacent Lot which shares a Joint Maintenance Roof, as generally depicted on **Exhibit "JMR"** attached hereto, for the purposes of inspection, maintenance, repair and replacement of the Joint Maintenance Roof by a licensed contractor as provided herein.

(c) Maintenance of the Joint Maintenance Roof. Except as otherwise provided below, the Owners of the two adjacent Lots who share a Joint Maintenance Roof shall jointly cause the Joint Maintenance Roof to be inspected at least every ten (10) years, and to be maintained and/or replaced as needed or as recommended by a licensed contractor, and all costs thereof shall be borne by the two (2) Owners as provided herein. In addition, both Owners shall cooperate to keep the Joint Maintenance Roof in a neat, clean, safe and attractive condition and in good working order at all times in accordance with the maintenance requirements set forth in the Declaration and Association Rules and Regulations.

In the event an inspection or a leak in either Residence discloses the need to perform repairs or other corrective work to the Joint Maintenance Roof, the Owner discovering such need for repairs or other corrective work shall promptly notify the adjacent Lot Owner. The adjacent Lots Owners shall mutually agree in writing upon a licensed contractor to perform the necessary repair work. In the event the adjacent Lot Owners are unable to mutually agree upon a licensed contractor to perform the necessary repairs within five (5) days, within ten (10) days thereafter, the adjacent Lot Owners shall obtain three (3) bids from licensed contractors and the contractor submitting the mid-priced bid shall be deemed mutually selected by the Owners.

In the event of an emergency (e.g., an impending storm), the Owner of the Residence in which the leak occurs may cause the necessary repairs to be made to the Joint Maintenance Roof and shall give notice to the adjacent Owner as is reasonable under the circumstances. The Lot Owner who causes the emergency repairs to be made shall be entitled to reimbursement from the Owner of the adjacent Lot. Under all circumstances, the Lot Owners who share a Joint Maintenance Roof shall cooperate to minimize the duration of the work and the inconveniences associated with the Joint Maintenance Roof repairs.

Each Owner of a Lot who shares a Joint Maintenance Roof with the Owner of an adjacent Lot, by acceptance of the deed or other instrument of conveyance for such Lot, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to covenant and agree to pay an equal one-half [1/2] share of all of the costs to inspect, maintain, repair and/or replace the Joint Maintenance Roof as provided herein. Further, each such Owner acknowledges and agrees that the cost sharing provisions set

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forth in this Supplementary Declaration are intended to constitute an agreement for purposes of Section 845(b) of the California Civil Code and may be enforced by either of such Owners.

(d) Restrictions on Joint Maintenance Roof Improvements. Neither Owner shall be entitled to remove, alter or otherwise change any of the tiles or other components of the Joint Maintenance Roof without (i) the prior written approval of the adjacent Lot Owner and (ii) the prior approval by the Architectural Committee in accordance with the provisions of the Declaration and the Association Rules and Regulations. It is Home Builder's express intent that the Joint Maintenance Roof be uniform as to material, form and color, and be maintained, repaired and/or replaced by a licensed contractor in accordance with the provisions of the Declaration, the Association Rules and Regulations and this Supplementary Declaration.

Each Owner who shares a Joint Maintenance Roof further covenants and agrees that he shall not build, attach, construct or install any Improvements of any kind (including, but not limited to, satellite dishes, antennas, skylights or rooftop decorations) without the prior approval by the Architectural Committee in accordance with the provisions of the Declaration and the Association Rules and Regulations, and that he shall not build, attach, construct or install any such Improvements in a manner which might damage or otherwise interfere with the structural integrity or proper function of the Joint Maintenance Roof. Further, any Owner who builds, attaches, constructs or installs any such Improvements on the Joint Maintenance Roof shall be solely liable for any and all damage to the Joint Maintenance Roof (including, without limitation, all costs to repair any damage to the Joint Maintenance Roof) and any consequential damages proximately caused by such Improvements (e.g., water damage to the interior of the attached Residence).

(e) No Further Rights are Granted. Nothing in this Supplementary Declaration shall be interpreted or construed to grant or confer any additional easements or other rights in favor of either of the Owners who share a Joint Maintenance Roof.

Section 4. Owner Cooperation for Fumigation.

(a) Creation and Implementation of the Fumigation Covenants. The following pairs of adjacent Lots: Lots 2 and 3; Lots 4 and 5; Lots 7 and 8; Lots 11 and 12; and Lots 13 and 14, each have a pair of attached Residences which share a Joint

Maintenance Roof. Because an attached Residence which shares a Joint Maintenance Roof may be susceptible to the spread of wood-destroying pests or organisms (including, without limitation, termites) from the adjoining Residence, it may be necessary to tent and fumigate both Residences in order to properly treat and control such pests. In order to create and implement a plan for the effective treatment and control of wood-destroying pests and other organisms, including termites, for the above-referenced pairs of adjacent Lots, Home Builder hereby establishes the covenants set forth in this Section 4 (hereinafter referred to as the "Fumigation Covenants") which shall run with the pairs of adjacent Lots referenced above. The Fumigation Covenants shall be enforceable by each Owner of an attached Residence. Nothing in the Fumigation Covenants is intended to create obligations on the part of an Owner of an attached Residence to share in the costs incurred by the Owner of the adjoining Residence for isolated pest control spraying or other non-tent fumigation treatments (e.g., injecting pesticides into a specific portion of a fascia board infested with termites).

(b) The Fumigation Covenants. In the event that it shall become reasonably necessary for the Owner of an attached Residence to tent and fumigate his Residence in order to control wood-destroying pests or other organisms (including, without limitation, termites), the Owner of the adjoining Residence shall cooperate so as to enable such work to be promptly and effectively completed (including, but not limited to, agreeing on the dates each Owner [or other occupants] will vacate his respective attached Residence to enable the fumigation work to be performed). The cost of tenting and fumigation shall be borne equally between each of the attached Residence Owners. Each Owner (or other occupants) of an attached Residence shall be responsible for all costs of temporary relocation (including, but not limited to, costs for food and lodging) during the period each attached Residence is required to be vacated. The Owner of an attached Residence who seeks to fumigate his Residence shall give notice to the Owner of the adjoining Residence not less than fifteen (15) days or more than thirty (30) days prior to the date that said Owners (or other occupants) must temporarily vacate their respective attached Residences. The notice shall state the reason for the temporary relocation, the date and time of the beginning of the tenting and fumigation, the anticipated date and time of termination of treatment, and the fact that each Owner (or other occupants) shall be responsible for his own accommodations during the temporary relocation. The Owner of an attached Residence may enforce these Fumigation Covenants in order to cause the temporary summary removal of the Owner (or other occupants) of the adjoining Residence for such periods and at such time as may be necessary for prompt, effective treatment of wood-destroying pests or other organisms. In order for the above-mentioned notice by the Owner of an attached Residence to be deemed complete, the Owner must comply with either of the following: (i) personal delivery of a copy of the notice to the occupants of the affected adjoining Residence and the mailing of said notice to the Owner, if different than the occupants, by first class mail, postage prepaid, at the most current address indicated on the books of the Association; or (ii) mailing a copy of the notice to the occupants of the affected adjoining Residence at the address of said Residence and a copy of the notice to the Owners, if different than the occupants, by first class mail, postage prepaid, at the most current address shown on the books of the Association.

Each Owner of an attached Residence, by acceptance of the deed or other instrument of conveyance for such Lot, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to covenant and agree to pay an equal one-half [1/2] share of the costs to tent and fumigate the attached Residences as provided herein. Further, each Owner of an attached Residence acknowledges and agrees that the cost sharing provisions set forth in this Supplementary Declaration are intended to constitute an agreement for purposes of Section 845(b) of the California Civil Code and may be enforced by either of such Owners.

Section 5. Indemnification. Each Owner of a Lot (hereinafter referred to as the "Indemnitor") shall indemnify and hold harmless the Home Builder and its officers, directors, employees, contractors, agents and representatives, and the Owner of the respective adjacent Lot (i.e., the Courtyard Benefited or Burdened Lot, the Shared Entry Sidewalk Benefited or Burdened Lot, or the other Owner who shares a Joint Maintenance Roof) (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, liens, losses, costs, expenses, damages and any other liability of any kind for death or injury to any persons and/or damage to any property arising from or relating to (i) intentional or negligent acts or omissions by the Indemnitor, or (ii) any breach by the Indemnitor of the Indemnitor's obligations under this Supplementary Declaration. This indemnity does not extend to any claims, liens, losses, costs, expenses, damages or other liability arising from or relating to any intentional or negligent acts or omissions by an Indemnitee, or any breach of the Indemnitee's obligations under this Supplementary Declaration.

Section 6. Alternative Dispute Resolution.

(a) Disputes Subject to Arbitration. All disputes between the Owners of adjacent Lots which arise from or otherwise relate to the provisions of this Supplementary Declaration shall be submitted to binding arbitration as provided herein. Any controversy regarding whether a dispute is subject to arbitration shall be determined by the arbitrator.

(b) Conduct of the Arbitration Proceedings. The arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc. currently at 401 "B" Street, Suite 600, Orange, California 92101 (hereinafter referred to as "JAMS"). If JAMS is unable or unwilling to conduct such arbitration, such arbitration will be conducted by and in accordance with the rules of the American Arbitration Association (hereinafter referred to as "AAA") as herein modified. In either case, there shall be only one arbitrator who shall be selected by mutual agreement of the parties. If AAA conducts such arbitration, the arbitrator must be a knowledgeable and impartial real estate attorney, licensed by the State of California, with at least ten (10) consecutive years experience with common interest subdivisions in California. If the parties fail to agree on the arbitrator within twenty-five (25) days after one party gives written notice to the other of its demand to arbitrate a dispute, then the selection shall be made by JAMS or its substitute.

(c) Arbitration Procedures. The procedures to be followed in the arbitration are as follows: Claims comprising the petition for arbitration shall be submitted in the form of a complaint prepared in conformance with California Code of Civil Procedure, Section 420 et seq., filed with the service or association which will be conducting the arbitration, with copies personally served on all responding parties. The respondent will have thirty (30) days to file a response which will take the form of an answer, prepared in compliance with California Code of Civil Procedure, Section 431.30. No demurrers, motions to strike, or pre-hearing motions will be permitted. The matters at issue will be set for hearing by the arbitrator. Within twenty (20) days after the filing of a response to the claim, the arbitrator will schedule, upon mutual agreement of the parties, a pre-hearing conference, discovery and hearing dates. If the parties are unable to agree, the arbitrator will set the appropriate dates. The parties shall be allowed to conduct discovery under the provisions of the California Code of Civil Procedure, Section 1282.6, 1283 and 1283.05. Any disputes concerning discovery shall be submitted to the arbitrator and attorneys' fees will be awarded to the party prevailing at hearing of any discovery disputes, regardless of which party ultimately prevails in the matter. At the arbitration hearing, order of proof shall be governed by the California Code of Civil Procedure unless the parties mutually agree otherwise. Admissibility of evidence will be governed by the California Evidence Code.

(d) Decision of the Arbitrator. The arbitrator shall comply with, and the decision of the arbitrator shall be rendered in accordance with, the laws of the State of California. The arbitrator shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, but shall not have the power to award punitive damages. The parties agree to be bound by the decision of the arbitrator which shall be final and which shall not be appealable or be subject to being set aside except for fraud, corruption or other misconduct on the part of the arbitrator. The arbitrator's decision shall be in writing setting forth statements of facts and conclusions of law and shall be rendered within thirty (30) days following submission of the matter at issue, but the failure to comply with this provision shall in no way invalidate any decision or award as may be rendered more than thirty (30) days after submission.

(e) Attorneys' Fees and Costs to the Prevailing Party. Upon the rendering of the decision or award, the prevailing party shall be entitled to reasonable costs and attorneys' fees. Judgment upon any award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement. Nothing in this Supplementary Declaration shall constitute a waiver of any of the benefits of a statute of limitation or equitable defense by any party. The parties intend that this agreement to arbitrate be valid, binding, enforceable and irrevocable.

(f) Disputes With Home Builder Not Subject to these Alternative Dispute Resolution Provisions. Notwithstanding the provisions of this Section 6, any and all disputes between the Owner of a Lot and Home Builder shall be resolved in accordance with the provisions of that certain "Supplemental Declaration of Covenants, Conditions and Restrictions Regarding Warranties, Disclaimer of Warranties, Right to Repair

Acknowledgments and Procedures, and Alternative Dispute Resolution Procedures" recorded by Home Builder on the Lots.

Section 7. Mortgagee Protection. A breach of any of the provisions set forth in this Supplementary Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by the provisions of this Supplementary Declaration whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

Section 8. General Provisions.

(a) Rights of Enforcement. Home Builder for so long as it shall own any of the Lots subject to this Supplementary Declaration (or any of the other Lots in Tract No. 16597) and each Owner of a Lot subject to this Supplementary Declaration shall have the right to enforce, by proceedings at law or in equity, all of the Protective Covenants set forth in this Supplementary Declaration, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated, or are attempting to violate, any of said Protective Covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation. Without limiting the foregoing, the Association is hereby designated as an intended third-party beneficiary of this Supplementary Declaration, and shall have the right, but not the obligation, to enforce the Protective Covenants set forth in this Supplementary Declaration as the Board of Directors of the Association shall deem necessary or appropriate in order to preserve and enforce the plan of development for the Lots and to protect and preserve the overall aesthetic quality of the Project.

(b) Nuisance. The result of every act or omission whereby any of the Protective Covenants set forth in this Supplementary Declaration are violated, in whole or in part, is hereby declared to be and shall constitute a nuisance, and every remedy allowed by law or equity against a nuisance shall be applicable against every such result.

(c) Cumulative Remedies. The remedies provided for herein for any breach of the Protective Covenants set forth in this Supplementary Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

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(d) Waiver. The failure to enforce any of the Protective Covenants set forth in this Supplementary Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(e) Severability. Invalidation of any one of the Protective Covenants set forth in this Supplementary Declaration by a judgment or order of a court of competent jurisdiction shall in no way affect any of the other Protective Covenants set forth herein, which shall remain in full force and effect.

(f) Term. The Protective Covenants set forth in this Supplementary Declaration are intended to constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the Owners of each of the Lots, and their respective legal representatives, heirs, successors, assigns and grantees for a term of sixty (60) years from the date this Supplementary Declaration is recorded, after which time the provisions of this Supplementary Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument meeting the requirements for an amendment to this Supplementary Declaration as set forth below, has been signed and recorded within one (1) year prior to the termination of the initial sixty (60) year term, or within one (1) year prior to the termination of any successive ten (10) year period.

(g) Construction. The provisions of this Supplementary Declaration shall be liberally construed to effectuate its purpose of establishing, reserving and granting the various easements and rights and obligations of the Owners of the respective Benefited and Burdened Lots.

(h) Singular Includes Plural. Whenever the context of this Supplementary Declaration may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

(i) Amendments.

(1) Amendments by Home Builder.

(A) Prior to the First Close of Escrow. Prior to the first close of escrow for the sale of a Lot, Home Builder may revoke, amend and/or restate this Supplementary Declaration by recording an appropriate instrument executed solely by Home Builder in the Official Records of Orange County, California.

(B) After the First Close of Escrow. After the first close of escrow for the sale of a Lot, Home Builder may unilaterally amend or restate this Supplementary Declaration by recording an appropriate instrument executed solely by Home Builder in the Official Records of Orange County, California so long as such amendment is for any of the following purposes: (i) to conform this Supplementary Declaration to applicable law; (ii) to conform this Supplementary Declaration to any requirements of the California Department of Real Estate ("DRE"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the City of Irvine ("City") or any other governmental agency; (iii) to correct any typographical or engineering error; or (iv) to correct any error in any exhibit.

(2) Amendments by the Owners. Subject to the provisions of sub-Section (1)(B) above, after the first close of escrow for the sale of a Lot to an Owner pursuant to a Final Subdivision Public Report issued by the DRE, any amendment to this Supplementary Declaration which is not within the provisions of Section (1)(B) shall require the prior written approval of (i) Home Builder for so long as it shall own any of the Lots in Tract No. 16597; (ii) the Owners of at least three-fourths (3/4) of the Lots subject to this Supplementary Declaration (i.e., the Courtyard Benefited and Burdened Lots, the Shared Entry Sidewalk Benefited and Burdened Lots, and the Lots which share a Joint Maintenance Roof); (iii) a majority of a quorum of the Board of Directors of the Association; and (iv) at least fifty-one percent (51%) of the first Mortgagees of the Lots (based upon one vote for each first Mortgage owned).

(3) Approval of Amendments by Mortgagees. In the event any first Mortgagee receives a written request, delivered by certified or registered mail, with return receipt requested, to approve any amendment to this Supplementary Declaration, and such Mortgagee does not deliver a negative response in writing to the designated return address within thirty (30) days of the mailing of such request, such first Mortgagee shall be deemed to have approved such proposed amendment and shall thereafter be bound thereby.

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(4) City Approval of Amendments. The City shall have the right to review and approve any amendment to this Supplementary Declaration in order to assure compliance with all conditions of approval imposed by the City in connection with the development of Tract No. 16597 and with all City ordinances.

(5) Recordation of Amendments. An amendment made in accordance with the provisions set forth hereinabove shall be effective when executed by the Home Builder, when applicable; by the applicable percentage of Owners as provided herein; by the Board of Directors of the Association; by the applicable percentage of first Mortgagees as provided herein; and by the City, when applicable, and such amendment is thereafter recorded in the Office of the County Recorder for Orange County, California. Upon such recordation, the amendment shall be effective and binding upon all Owners and upon all first Mortgagees, regardless of whether an Owner or a first Mortgagee consented to such amendment.

(j) Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address of the Lot of such person. If such notice is not sent by regular or certified mail, it shall be deemed to have been delivered when received.

(k) Attorneys' Fees. In the event legal proceedings are commenced between or among the Association, Home Builder and/or any of the Lot Owners subject to this Supplementary Declaration to enforce any of the Protective Covenants set forth in this Supplementary Declaration and/or to declare rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and the costs and fees of such proceedings.

(l) Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference. All exhibits are intended for illustrative purposes only and any dimensions set forth on an exhibit are approximations only. In the event of a conflict between the depiction on an exhibit and the actual as-built condition, the actual as-built condition shall control.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

IN WITNESS WHEREOF, Home Builder has executed this Supplementary Declaration on the day and year first above written.

"HOME BUILDER"

DESAI IRVINE, LLC,
a California limited liability company

By: ______________________

Its: PRINCIPAL

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-11-, 2005, before me, Anita J. Tippens, personally appeared Peter Desc., personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ANITA J. TIPPENS
Commission # 1475810
Notary Public - California
Orange County
My Comm. Expires Mar 9, 2008

Signature of Notary

(SEAL)

CONSENT OF LIENHOLDER AND
SUBORDINATION OF LIENS

The undersigned beneficiary under those certain Deeds of Trust recorded on January 6, 2004 as Instrument No. 2004000006749 and June 10, 2004 as Instrument No. 2004000528111, in the Official Records of the County Recorder for Orange County, California, agrees that the liens of the Deeds of Trust shall be junior and subordinate and subject to the attached Supplementary Declaration of Covenants, Conditions and Restrictions, and Reservations and Grants of Easements.

DATED: 10-11-, 2005

"LIENHOLDER"

ALLIANCE BANK,
a California Corporation

By: ______________________

Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 10-11-, 2005, before me, Anita J. Tippens personally appeared MARK E. COHEN, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ANITA J. TIPPENS
Commission # 1478810
Notary Public - California
Orange County
My Comm. Expires Mar 9, 2008

____
Signature of Notary

(SEAL)

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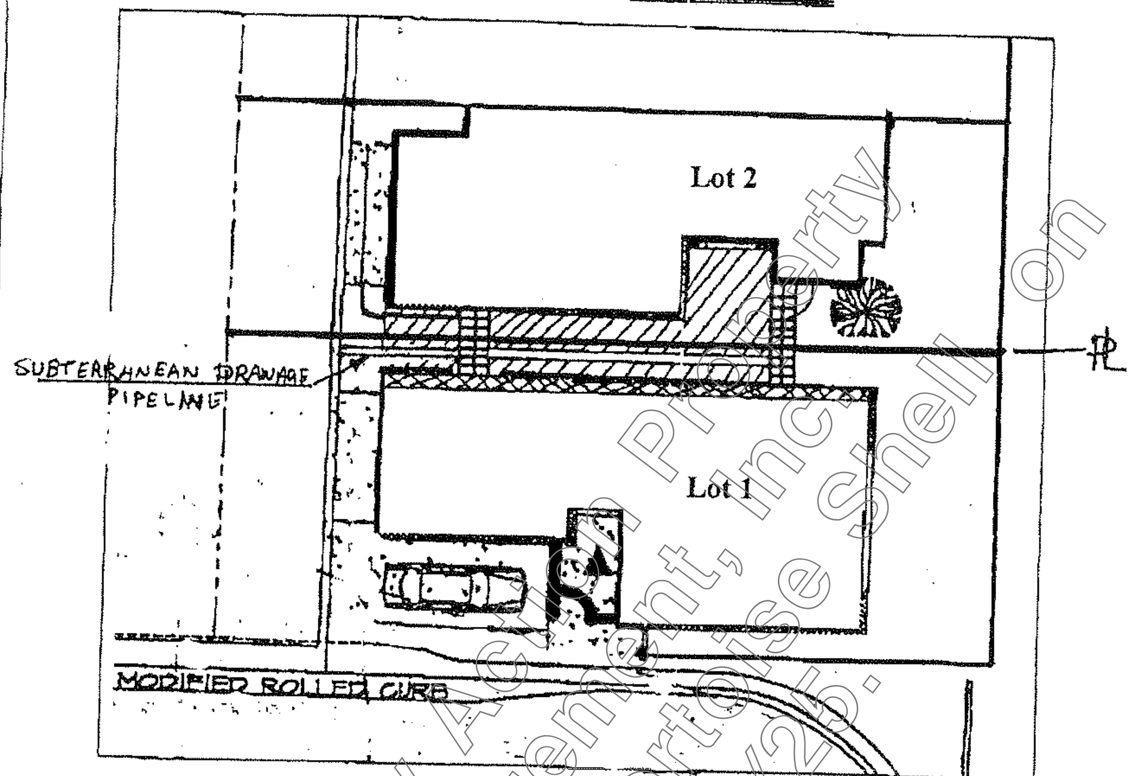
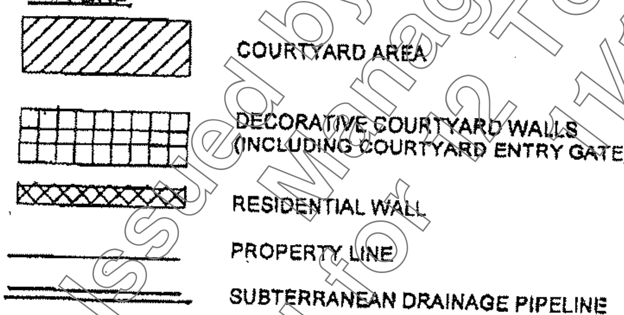
EXHIBIT "CY"





LOT 1 = COURTYARD BURDENED LOT

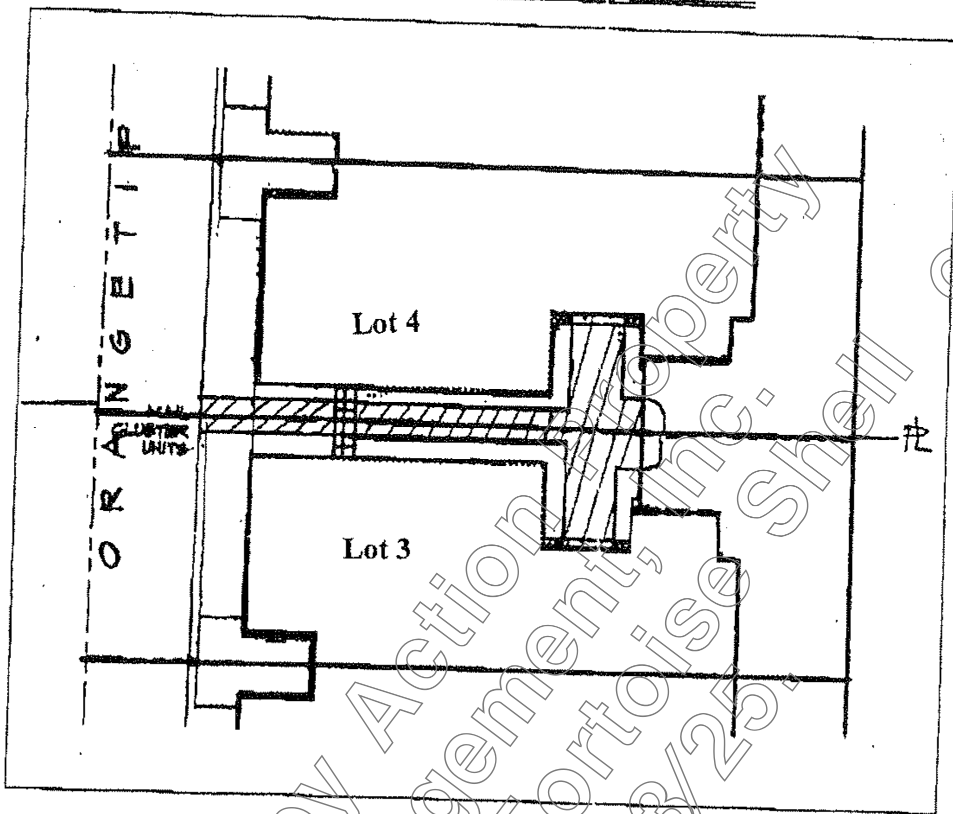
LOT 2 = COURTYARD BENEFITED LOT

NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. IN THE EVENT OF A CONFLICT BETWEEN THIS DEPICTION AND THE "AS-BUILT" CONDITION, THE "AS-BUILT" CONDITION SHALL CONTROL.

1 of 1

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

EXHIBIT "SES"



LEGEND

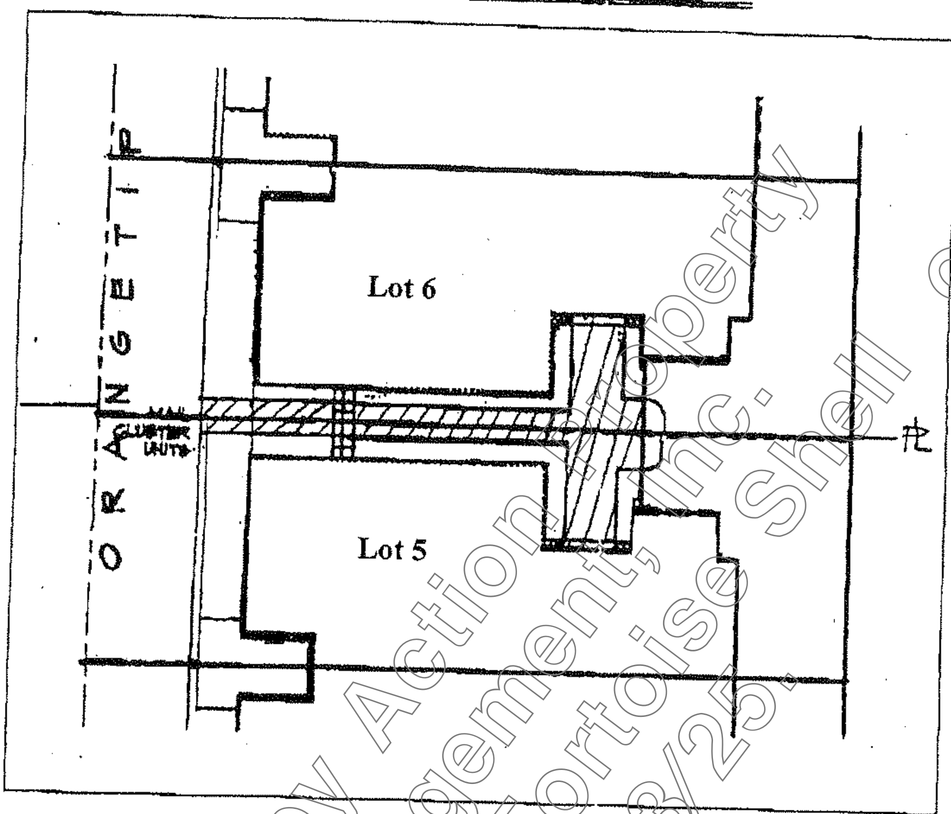
SHARED ENTRY SIDEWALK

DECORATIVE WALLS
(INCLUDING SHARED ENTRY GATE)

NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. IN THE EVENT OF A CONFLICT BETWEEN THIS DEPICTION AND THE "AS-BUILT" CONDITION, THE "AS-BUILT" CONDITION SHALL CONTROL.

1 of 4

EXHIBIT "SES"



LEGEND

SHARED ENTRY SIDEWALK

DECORATIVE WALLS
(INCLUDING SHARED ENTRY GATE)

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2 of 4

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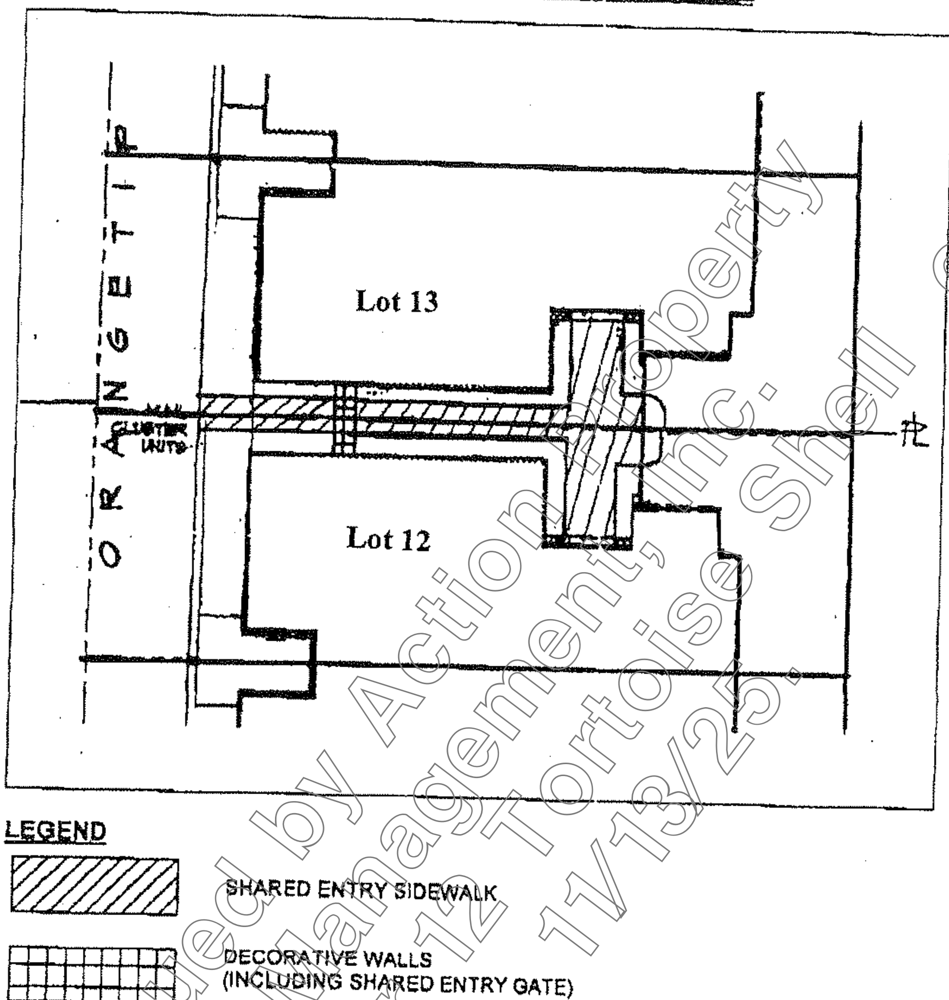
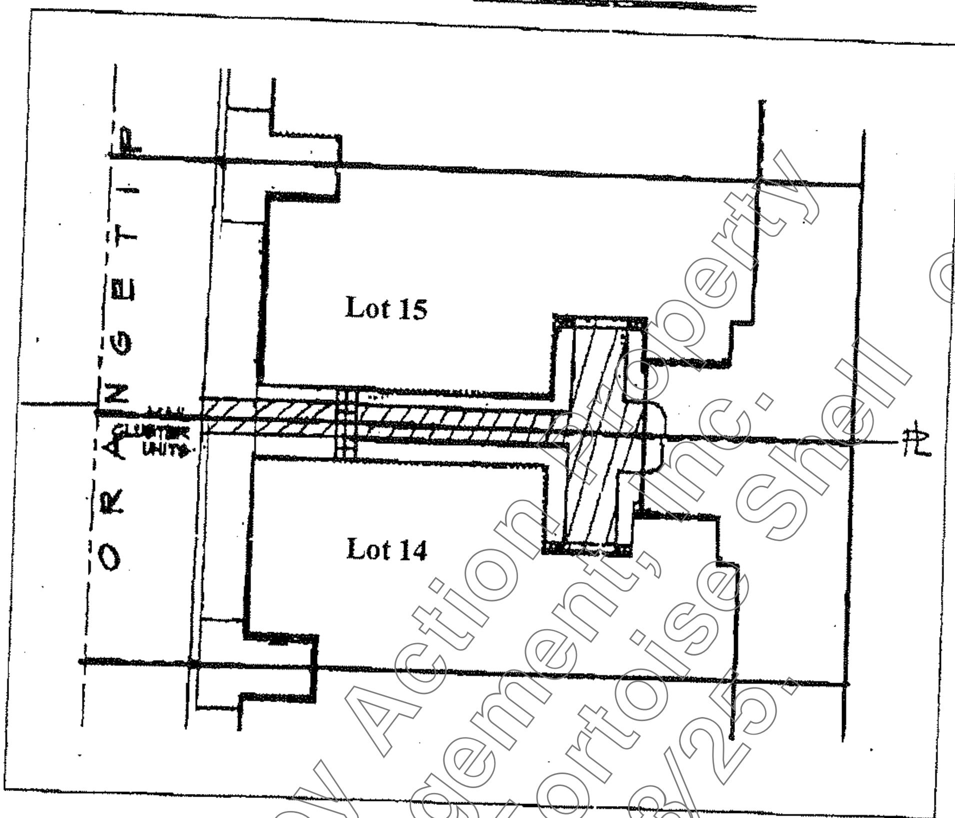


NOTE: THIS DEPICTION IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY. IN THE EVENT OF A CONFLICT BETWEEN THIS DEPICTION AND THE "AS-BUILT" CONDITION, THE "AS-BUILT" CONDITION SHALL CONTROL.

3 of 4

EXHIBIT "SES"



LEGEND

SHARED ENTRY SIDEWALK

DECORATIVE WALLS
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4 of 4

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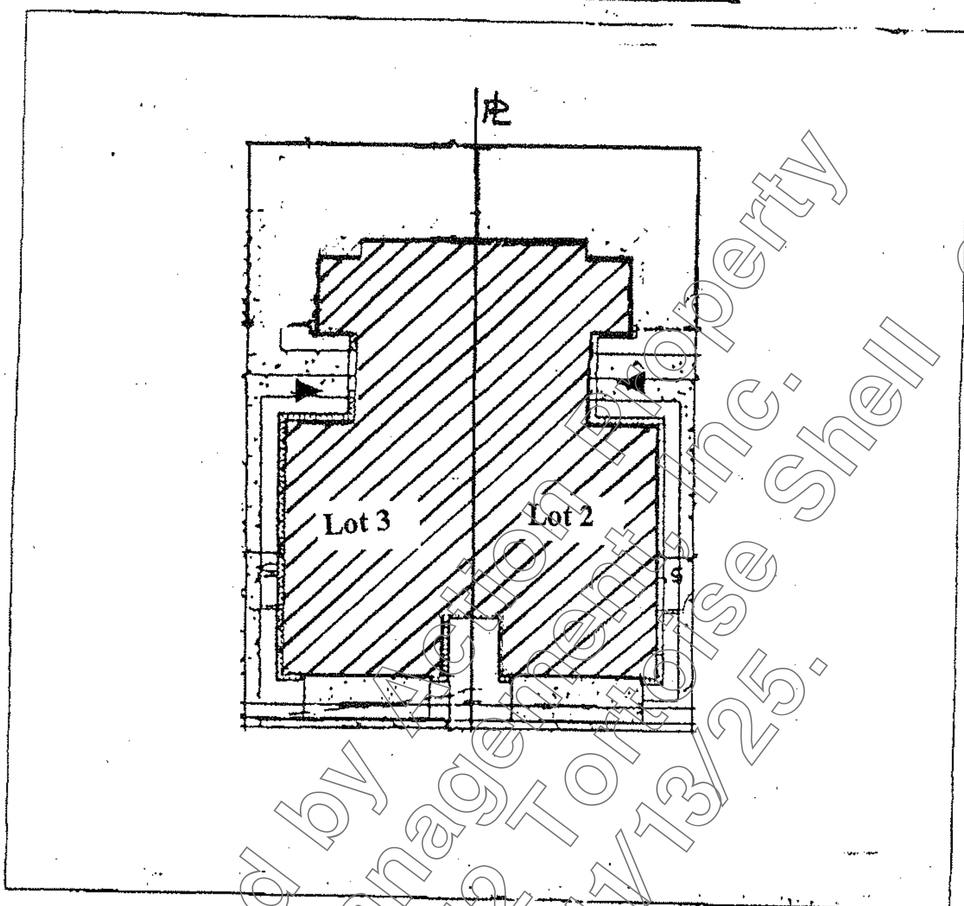
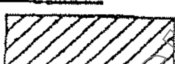
EXHIBIT "JMR"



LEGEND



JOINT MAINTENANCE ROOF
(INCLUDING ALL RELATED SUPPORT STRUCTURES)

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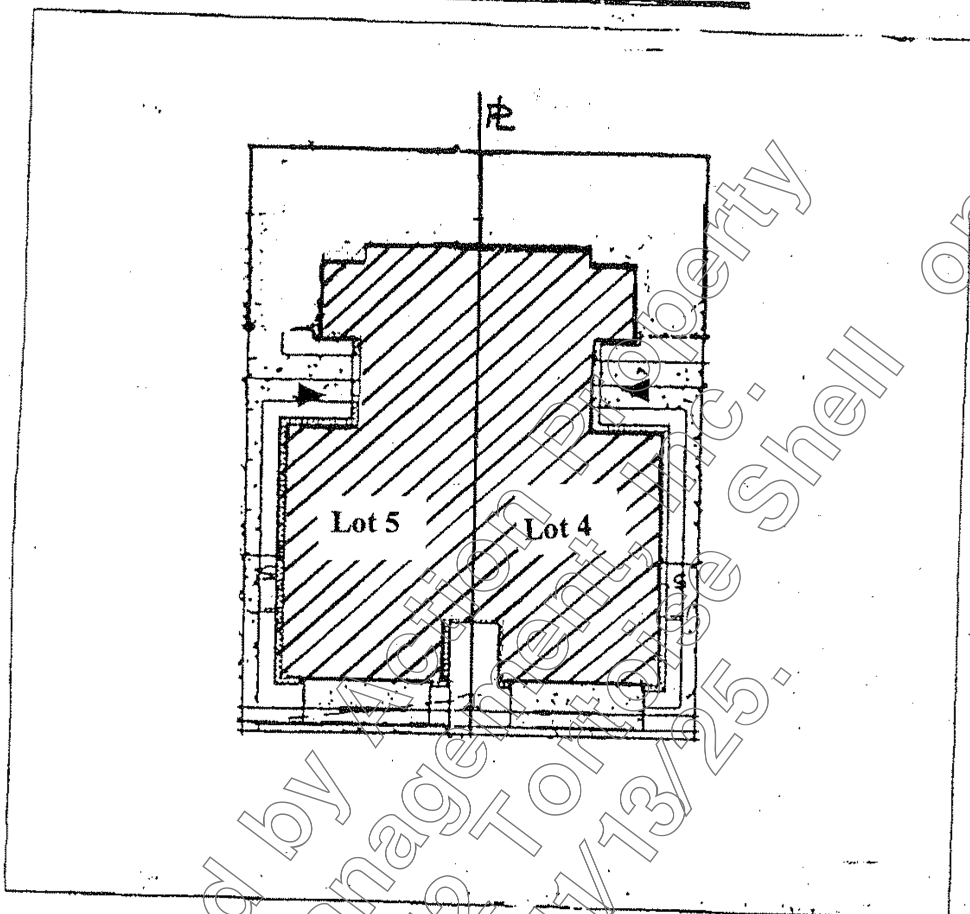
1 of 5

Description: Orange,CA Document-Year.DocID 2005.819051 Page: 28 of 33
Order: k Comment:

EXHIBIT "JMR"



LEGEND

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2 of 5

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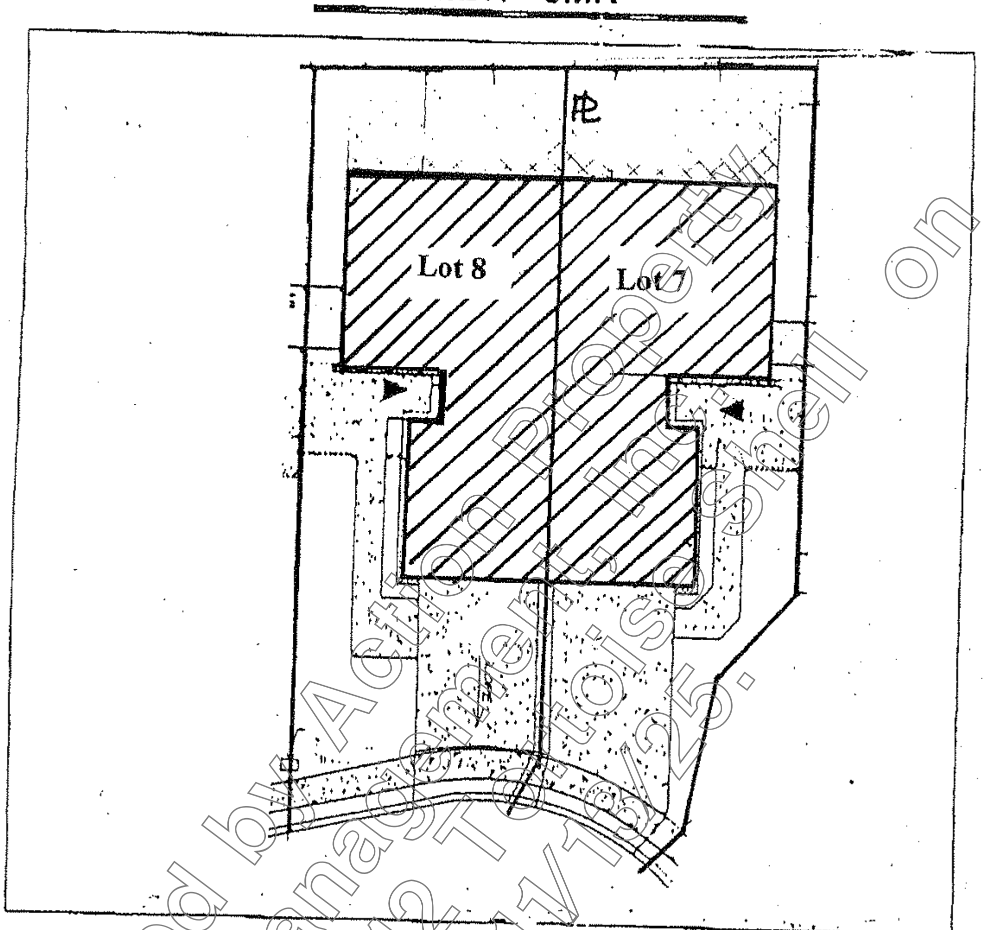

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3 of 5

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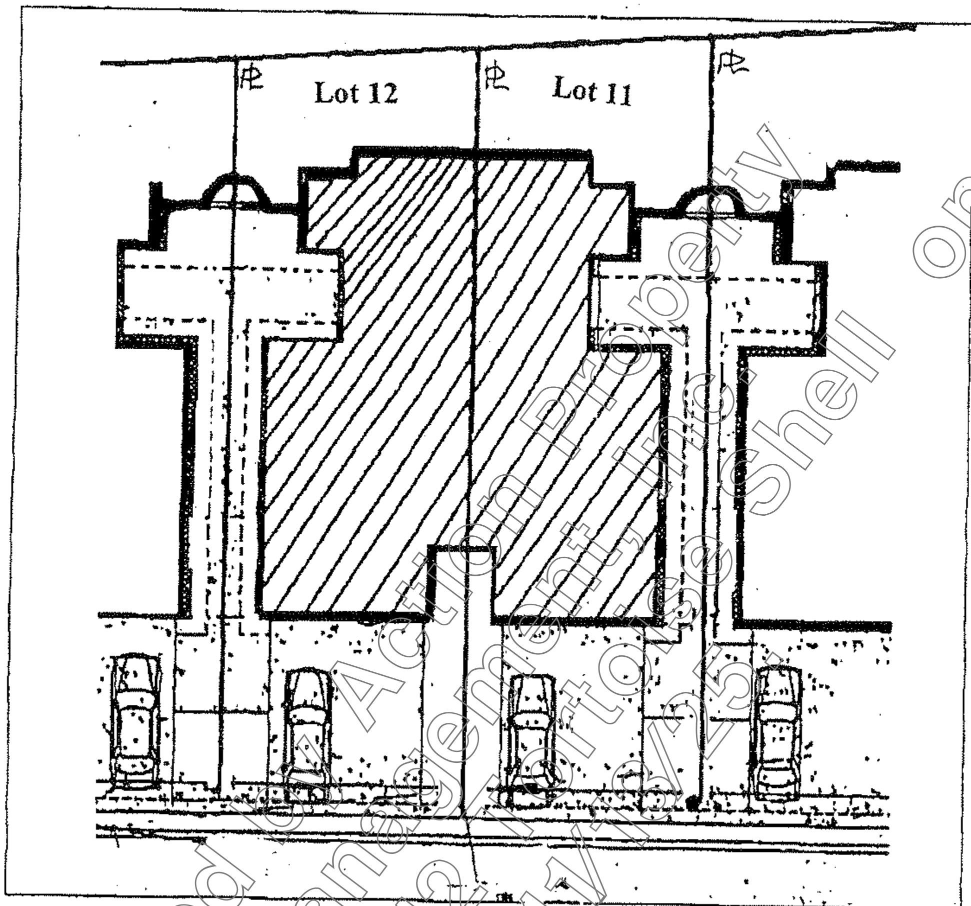

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4 of 5

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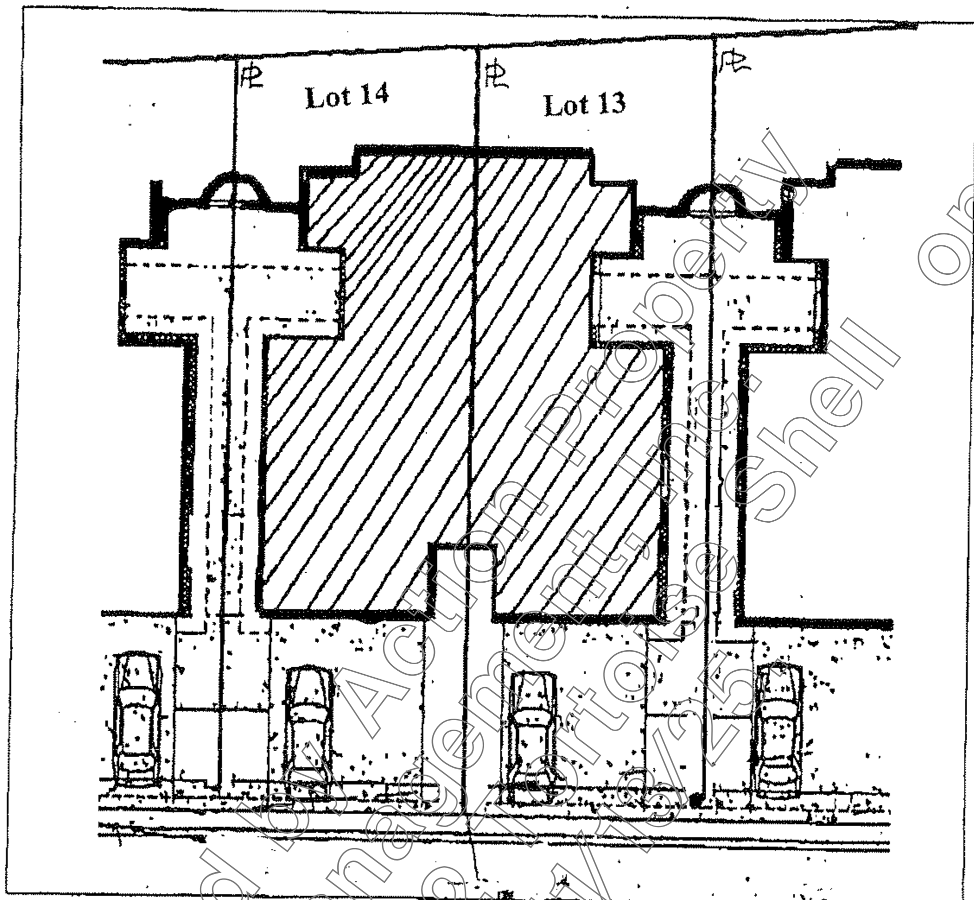

LEGEND

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5 of 5

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GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: ANITA J. TIPPENS
DATE COMMISSION EXPIRES: MARCH 9, 2008
COUNTY WHERE BOND IS FILED: ORANGE
COMMISSION NUMBER: 1475810
MANUFACTURER/VENDOR NUMBER: NNA1

PLACE OF EXECUTION: SANTA ANA
DATED: OCT. 12, 2005

SIGNATURE: ______________________

RECORDING REQUESTED BY

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT

AND WHEN RECORDED MAIL TO

Name DESAI IRVINE LLC
Address 2040 S. SANTA CRUZ St., #115
City & State ANAHEIM, CA 92805

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

6.00

2005000890159 12:19pm 11/04/05
102 122 N12 1
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

TT-500 (Rev. 4/94)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

APN No. **Title No.** **Escrow No.**

NOTICE is hereby given that:
1. The Undersigned is owner of the interest stated below in the property hereinafter described;
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
(NAME OF UNDERSIGNED)		
PRASHANT DESAI	2040 S. SANTA CRUZ ST., #115, ANAHEIM, CA	MEMBER

3. The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4. A work of improvement on the property hereinafter described was COMPLETED on NOVEMBER 2nd, 2005
5. The name of the CONTRACTOR, if any, for such work of improvement was (If no Contractor, insert "NONE")
DESAI CONSTRUCTION & DEVELOPERS, INC.

6. The property on which said work of improvement was completed is in the City of IRVINE, County of ORANGE
State of California, and is described as follows:
LOT 19 OF TRACK NO. 16597

7. The street address of said property is: 10 BIRD WING, IRVINE, CA

Dated: NOVEMBER 2, 2005

[signature] AS AGENT FOR DESAI IRVINE LLC
Signature of Owner

Signature of Owner

Verification

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the PRASHANT DESAI (owner or agent) of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

11/2/05, ANAHEIM
Date and Place

[signature]
(Signature of owner named in paragraph 1)

Z101049-RG

escription: Orange,CA Document-Year.DocID 2005.890159 Page: 1 of 1
rder: k Comment:

Katie Janics

From: Nga, Vu [vnga@firstam.com]
Sent: Thursday, December 01, 2005 12:40 PM
To: kjanics@hjklawfirm.com
Subject: Supp and nc tract 16597
Attachments: DataTree Order k For User cs.pdf

Have a great day and Thank you for Choosing First American Title

Vu Nga
First American Title Company
Customer Service Representative
phone (714) 800 4500
fax (714) 800 4762/4763
email Vnga@firstam.com

<<DataTree Order k For User cs.pdf>>

Attn: Katie

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
SUBDIVISION DEPARTMENT

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder
57.00
2005000766797 11:11am 09/28/05
105 21 D03 18
0.00 0.00 0.00 0.00 51.00 0.00 0.00 0.00

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO
Desai Irvine, LLC
2040 S. Santa Cruz #115
Anaheim, CA 92805
176734 - A5

(Space Above This Line For Recorder's Use Only)

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION IS MADE THIS 21st day of April 2004 by Desai Irvine, a California limited liability company, ("Declarant") as follows:

RECITALS

A. Declarant is the fee owner of Tract Number 16597 which is that certain property ("Tract 16597") located in the City of Irvine, County of Orange, State of California and more particularly described on Exhibit "A" attached hereto and incorporated by this reference.

B. Declarant desires that Tract 16597 be conveyed subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Tract No. 7597, recorded on February 18, 1976, in Book 11649, Pages 1848 through 1886, inclusive, of the official records of Orange County, California ("Declaration").

C. Section 2(b) of Article II of the Declaration provides that "additional real property may be annexed to the Original Property and brought within the general plan and scheme of this Declaration upon the approval by vote or written consent of Members entitled to exercise not less than two-thirds (2/3) of the voting power of each class of membership."

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

D. On April 21, 2004, the Board of Directors of the Irvine Groves Homeowners Association ("Association") certified that it had received approval by the vote of not less than two-thirds of the members of the Association for the annexation of the Tract 16597 into the Original Property.

E. Tract 16597 has complied with the conditions stated in subsection (b) of Section 2 of Article II of the Declaration and Declarant hereby declares that prior to the conveyance of any improved lots in Tract 16597, that fee simple title for Lot "A" and easements of enjoyment of Members and for the Association to maintain, repair and replace the street and sidewalks shall be conveyed to the Association as Common Areas ("Common Area Conveyances"). Such Common Area Conveyances shall be conveyed free and clear of all encumbrances and liens, except current real property taxes, which taxes will be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in the Declaration.

F. On or about January 7, 2004, Declarant and the Association entered into that certain Memorandum of Understanding explaining certain rights and obligations between Declarant and the Association relating to the annexation. A true and correct copy is hereby attached to this Supplemental Declaration as Exhibit "B" and incorporated by this reference.

NOW THEREFORE, it is declared as follows:

1. The above Recitals are incorporated in this Supplemental Declaration by this reference.

2. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as the terms are defined in the Declaration.

3. All of Tract 16597 is hereby made subject to all the terms, covenants, conditions

and provisions as set forth in the Declaration to all intents and purposes as though Tract 16597 was a part of the Original Property. The Declaration is hereby incorporated herein, all of which shall apply to and be binding upon all parties having or acquiring any right title or interest in any portion of Tract 16597.

4. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of Tract 16597, making Tract 16597 subject to the Declaration and subject to the functions, powers and jurisdiction of the Association as provided in the Declaration, and thereafter Tract 16597 shall be part of the Original Property and all of the Owners of Lots within Tract 16597 shall automatically be Members of the Association and Owners under the Declaration.

5. All rights and easements reserved by the Original Declarant in the Declaration are hereby reserved by Declarant over Tract 16597, together with the right to grant and transfer same as provided in the Declaration.

6. All obligations of the Original Declarant under the Declaration are hereby extended to Tract 16597 as provided in the Declaration.

7. Subject to Section 3 of Article V of the Declaration, every Member within Tract 16597 shall have the right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

8. Annual Assessments, Special Assessments and the entitlement to vote shall commence as to each Lot within Tract 16597 on the first day of the first month following the first conveyance of a Lot in Tract 16597 by the Declarant to a third party owner.

9. Section 5 of Article IX shall not be applicable to original buildings, structures, and improvements that are originally constructed by Declarant or its successors or assigns, on Tract 16597 Lots and such original buildings, structures, and improvements shall be deemed to

not unreasonably obstruct or interfere with the view of any Lot within the Original Property.

10. Extraordinary Assessments in accordance with Section 6 of Article V of the Declaration shall be paid by Declarant in accordance to the terms exclusively set forth in that certain Memorandum of Understanding dated January 7, 2004 between Declarant and the Assocation.

11. Declarant shall be entitled to place reasonable signage on Association property adjacent to and visible from the street of Walnut and as permitted by the City of Irvine for the purpose of marketing the new homes being developed on Tract 16597 until such time a sell the new homes have been sold to new owners. This provision shall not apply to the resale of any homes with in Tract 16597.

12. NOTICE OF AIRPORT IN VICINITY: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration and odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first written above.

DESAI IRVINE, a California Limited Liability Company

Mahendra T. Desai

Mahendra Desai, Member

Prashant Desai

Prashant Desai, Member

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of ORANGE } ss.

On 4-21-04 before me, JIM FIGGER,
Date — Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PRASHANT DESAI
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JIM FIGGER
Commission # 1342312
Notary Public - California
Orange County
My Comm. Expires Feb 3, 2006

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUPPLEMENTARY DECLARATION OF CC&R'S

Document Date: 4-21-04 Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer

Signer's Name: ______

☒ Individual
☐ Corporate Officer — Title(s): ______
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ______

Signer Is Representing: ______

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGEMENT

State of California)
) ss
County of Orange)

On April 21, 2004, before me, Jim Figger, a notary public in and for the State of California, personally appeared Mahendra Desai, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [signature] (SEAL)

JIM FIGGER
Commission # 1342332
Notary Public - California
Orange County
My Comm. Expires Feb 3, 2006

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ACKNOWLEDGEMENT AND ACCEPTANCE BY IRVINE GROVES HOMEOWNERS ASSOCIATION

The Irvine Groves Homeowners Association, a California non-profit mutual benefit association, as described in the Declaration, and referred to in Paragraph D above, hereby acknowledges and accepts annexation of Tract 16597 and as described in Exhibit "A," pursuant to Section 2(b) of Article II of the Declaration as approved by the Members and certified by the Board of Directors of the Association.

IRVINE GROVES HOMEOWNERS ASSOCIATION

By: ____________________
Its President

By: Calvin K. Chang
Its Secretary

ACKNOWLEDGEMENT

State of California)
) ss
County of Orange)

On April 21, 2004, before me, Jim Figger, a notary public in and for the State of California, personally appeared Stuart Howard Seller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JIM FIGGER
Commission # 1342332
Notary Public - California
Orange County
My Comm. Expires Feb 3, 2006

Signature ______________ (SEAL)

ACKNOWLEDGEMENT

State of California)
) ss
County of Orange)

On April 21, 2004, before me, Jim Figger, a notary public in and for the State of California, personally appeared Calvin Ka In Chung, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

JIM FIGGER
Commission # 1342332
Notary Public - California
Orange County
My Comm. Expires Feb 3, 2006

Signature ______________ (SEAL)

CONSENT OF LIENHOLDER AND
SUBORDINATION OF LIENS

The undersigned beneficiary under those certain Deeds of Trust recorded on January 6, 2004 as Instrument No. 2004000006749 and June 10, 2004 as Instrument No. 2004000528111, in the Official Records of the County Recorder for Orange County, California, agrees that the liens of the Deeds of Trust shall be junior and subordinate and subject to the attached Supplementary Declaration of Covenants, Conditions and Restrictions, and Reservations and Grants of Easements.

DATED: September 26th, 2005 "LIENHOLDER"

ALLIANCE BANK,
a California Corporation

By: ____________________

Its: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 9-26, 2005, before me, Leticia Jackson Notary Public personally appeared Mark Chot Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

LETICIA JACKSON
Commission # 1540678
Notary Public - California
Orange County
My Comm. Expires Jan 1, 2009

____
Signature of Notary

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that real property in the City of Irvine, County of Orange, State of California, more particularly described as follows:

> All of Tract No. 16597, as shown on a Subdivision Map, Filed in Book 860, at Pages 17 to 19, inclusive, of Miscellaneous Maps, in the Office of the Orange County Recorder.

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EXHIBIT B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") ") is made as of the 7th day of January, 2004 and is entered into by and between Desai Irvine, LLC., a California limited liability corporation, or assignee ("DESAI"), and The Irvine Groves Homeowners Association, a California non-profit corporation, (collectively "IGHOA") with reference to the following facts.

A. DESAI is currently in escrow to purchase fee title interest in that certain real property of approximately 2.1 acres located in the City of Irvine, County of Orange, State of California and more particularly described on the attached Exhibit "A"("DESAI Property").

B. DESAI is seeking approval for development of the DESAI Property before the City of Irvine for a zone change, master plan, and tentative tract map ("City Approvals") that currently designates 21 homes ("DESAI Homes") to be built on the DESAI Property.

C. IGHOA is a non-profit homeowners association that is the master association for 210 residential homes that are adjacent to the DESAI Property and located in the City of Irvine, County of Orange, State of California and more particularly described on the attached Exhibit "B"("IGHOA Property").

D. DESAI and IGHOA have determined that it is in the best interest of both parties to annex the DESAI Property into IGHOA and cause the DESAI Homes to be subject to IGHOA's Covenants, Conditions and Restrictions ("CCRs").

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and promises contained in this MOU, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1) <u>Final Documents</u>. DESAI shall be responsible for preparation of all documents required to annex the DESAI Property into IGHOA, including, but not limited to, the final agreement between the parties, documents required by the CCRs for approving the annexation and the supplemental declaration of Covenants, Conditions and Restrictions ("Documents"). All Documents are subject to review and approval by the IGHOA Board of Directors and DESAI. DESAI shall reimburse IGHOA in an amount to not exceed one thousand dollars ($1,000) for legal fees incurred for reviewing this MOU, the final agreement between the Parties, Supplementary Declaration and any other related documents.

2) <u>IGHOA Member Vote</u>. IGHOA shall timely conduct a vote to approve the annexation of the DESAI Property into IGHOA in accordance to the procedures set forth in the CCRs. The timing of the vote shall be conducted as soon as possible on a schedule mutually agreed upon by the parties.

3) <u>Board of Directors' Role in Vote</u>. IGHOA and its Board of Directors shall attempt to obtain the requisite approval of its members for annexation of the DESAI Property into IGHOA in accordance to the procedures set forth in the CCRs. IGHOA makes no representations or warranties that it will be able to obtain the requisite approvals.

4) Board of Directors' Role in City Approvals. IGHOA and its Board of Directors shall cooperate with DESAI in its efforts to obtain the City of Irvine's approval of the proposed DESAI Homes, provided that such cooperation shall be at nominal or no cost to IGHOA. Subject to Article VII of the IGHOA CCR's regarding architectural approval, IGHOA further agrees to allow DESAI to make improvements to IGHOA Property at DESAI's expense as may be required by the City of Irvine.

5) Access. DESAI shall attempt to utilize Escolar for all construction access to the DESAI Property. All heavy construction traffic will use Escolar upon permission from City. If the City denies the use of Escolar for construction access, then Birdwing and Butterfly can be used for all construction access. Assuming heavy construction traffic can use Escolar, the only construction access permitted on Birdwing or Butterfly will be "light" construction such as landscaping and other sub trades such as finish work, plumbing etc. The exception will be when the streets or driveways are being worked on directly. Even then, it is anticipated that the light and other construction traffic using Butterfly and Birdwing will gain access via Escolar (subject to permission from City). However, DESAI and his agents, contractors and other designated parties shall have access to the DESAI Property using Bird Wing and Butterfly at all times, both during construction and after the construction. Construction and sales access permitted by this MOU shall be discontinued at the close of escrow of the last of the DESAI Homes. DESAI shall be responsible for repairing any and all damage to real and personal IGHOA property and streets caused by DESAI, its agents, employees, consultants or subcontractors.

6) Use of Infrastructure. DESAI shall be entitled to use, and shall be responsible for any damage caused by such use, all infrastructure ("Infrastructure") within IGHOA during construction and after construction is finished. Infrastructure includes, but is not limited to, roads and utilities. DESAI shall be responsible for payment of all utilities pertaining to the DESAI Property until the close of escrow of the last of the DESAI Homes.

7) Post Annexation Responsibilities. The following shall be required only after DESAI or its assigns has taken title to the DESAI Property and the DESAI Property has been annexed into IGHOA:

a) Pay IGHOA an Extraordinary Assessment (as defined in the CCRs) of $21,000 per home ("IGHOA Fee") as set forth below

i) The total number of IGHOA Fees to be paid to IGHOA shall depend upon number of DESAI Homes approved by the City of Irvine for which building permits have been issued. The current City Approvals contemplate 21 homes.

ii) The City of Irvine requires a park in lieu fee to be paid to the City for each home to be built in the City of Irvine ("Park Fee"). The Park Fee is divided by the City into a portion for neighborhood parks ("Neighborhood Park Fee") and the remaining portion for community parks. The actual amount paid directly to IGHOA for the IGHOA Fee shall be offset by the amount required by the City for the Neighborhood Park Fee. For example, if the Park Fee is $10,000 per home and the Neighborhood Park Fee is $6,000, then the amount paid directly to IGHOA for the IGHOA Fee shall be $15,000 (reduced by the $6,000 Neighborhood Park Fee) and DESAI shall pay $10,000 directly to the City for the Park Fee.

iii) IGHOA shall be responsible for obtaining the Neighborhood Park Fees from the City for use on a qualifying project within IGHOA. DESAI shall participate with IGHOA to obtain the Neighborhood Park Fees for qualifying projects with appropriate City personnel until the close of escrow of the last of the DESAI Homes.

iv) Each IGHOA Fee shall be paid to IGHOA within ten (10) days of DESAI obtaining a building permit from the City of Irvine for that home.

v) DESAI agrees that the IGHOA Fee can be used for purposes deemed necessary and appropriate by IGHOA.

b) DESAI shall provide landscaping for the front yard for each DESAI Home and new streets and sidewalks within the DESAI Property that are consistent with the current published IGHOA architectural guidelines as approved by the City of Irvine.

c) Prior to the conveyance of any improved lots in the DESAI Property, DESAI shall convey fee simple title for a landscaped area identified as Lot "A" and, concurrently, shall convey an easement of enjoyment of Members in and to the Common Areas and an easement for the Association to maintain, repair and replace the streets and sidewalks as Common Areas (collectively "Common Area Conveyances"). Such Common Area Conveyances shall be conveyed free and clear of all encumbrances and liens, except current real property taxes, which taxes will be prorated to the date of transfer, and reservations, easements, covenants, conditions and restrictions then of record, including those set forth in the Declaration.

d) Unless otherwise mandated by the California Department of Real Estate Regulations and/or the CCR's, the common area maintenance on the Common Area Conveyances shall be performed by DESAI until the earlier of acceptance by IGHOA or close of escrow of the last DESAI Home. Thereafter, IGHOA shall be responsible for all common area maintenance, including repair and replacement for the Common Area Conveyances. Notwithstanding the foregoing, maintenance of front yard landscaping of each DESAI Home shall become the responsibility of the DESAI Homebuyer upon close of escrow on that home. IGHOA will not be responsible for individual front yard maintenance.

e) Unless otherwise mandated by the California Department of Real Estate Regulations, IGHOA assessments shall not be owed or paid by DESAI, but the buyers of each DESAI Home from DESAI shall be liable for IGHOA assessments immediately upon the close of escrow for each home as mandated by the CCRs. Upon payment of IGHOA assessments, each owner shall be entitled to full access to IGHOA common facilities in accordance with all membership rights and privileges set forth in the CCRs.

f) At the request of IGHOA, DESAI shall use its best efforts to assist in the contracting and project management for infrastructure projects within IGHOA on a cost-plus, case-by-case basis, on terms that must be mutually agreed to by the IGHOA and DESAI until the close of escrow of the last of the DESAI Homes.

g) IGHOA shall, concurrently with any mailings to IGHOA Members, provide DESAI copies of all mailings provided to Members of IGHOA and/or shall provide DESAI access to or copies of the books and records of account and other records of IGHOA to the extent reasonably necessary for DESAI to inform buyers of Lots on the DESAI Property concerning the affairs of IGHOA.

8) Insurance. Any general contractor or subcontractor retained by DESAI to perform the obligations set forth herein, or if DESAI acts as general contractor, DESAI, shall obtain and continuously maintain, during the performance of its obligations hereunder, insurance as follows;

(a) workers' compensation and employer's liability insurance coverage as required by law;

(b) comprehensive commercial general liability insurance coverage: Bodily Injury ($1 Million per occurrence), Property Damage ($1 Million per occurrence, $1 Million aggregate)

(c) commercial automobile liability insurance coverage for owned and non-owned vehicles, with limits of not less than One Million Dollars.

DESAI shall provide Association with a certificate or certificates of insurance evidencing such coverage prior to commencement of its obligations hereunder and shall cause Association to be named as an additional insured on the general liability policy. The certificate(s) of insurance shall provide that Association will be given at least thirty (30) days written notice of any change, termination or cancellation in coverage.

9) Indemnification. DESAI shall indemnify, defend and hold IGHOA and each of its directors, officers, employees, agents and members harmless from and against all losses, liabilities, damages, claims or assertions thereof, and expenses (including court costs and reasonable attorneys' fees) arising out of or resulting in connection with DESAI's performance or non-performance of its obligations hereunder, with the exception of losses, liabilities, damages, claims or assertions thereof, and expenses which result from the willful misconduct or gross negligence of IGHOA or any of its directors, officers, employees, agents and members.

10) Parties' Representations and Warranties. The parties hereby represent and warrant to each other that each of the parties has the legal capacity to execute this MOU and perform their obligations hereunder and no other persons are required to execute this MOU on behalf of the parties.

11) Independent Counsel. This MOU is entered into without any party having relied on any statement or representation of any other party, except those representations and agreements contained herein. Each party represents and warrants that such party has been represented by legal counsel of that party's choice and that its counsel has explained to that party the full legal effect of this MOU and the undertakings contained herein.

12) Choice of Law. This MOU shall be construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed therein.

13) Severability. If any provision of this MOU is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

14) No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any document delivered pursuant hereto, shall impair any right, power or remedy which the parties may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies, or any acquiescence in any breach or default under this MOU or any document delivered pursuant hereto, nor shall any waiver of any breach or default of the parties be deemed a waiver of any default or breach subsequently occurring.

15) Successors and Assigns. This MOU shall be binding upon the parties and inure to the benefit of the parties and their respective successors and assigns.

16) Further Assurance. The parties agree that at any time and from time to time, they will promptly execute and deliver all further instruments and documents, and take all further action, which may be reasonably necessary in order to exercise and enforce their rights and remedies hereunder.

17) Prior Agreements. This MOU supersedes all prior agreements and understandings between the parties.

18) Time of the Essence. Time is of the essence of this MOU and the performance of each of the covenants and agreements contained herein.

19) Counterparts. This document may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Any executed original counterpart copy hereof, together with the original signature pages of any other executed counterpart copies hereof, shall constitute and be one and the same instrument.

20) Attorney's Fees. In the event that suit is brought hereon, or an attorney is employed or expenses are incurred to enforce this MOU or to compel payment under this MOU, the non-prevailing party shall pay all such reasonable attorneys' fees and costs, including and without limitation, attorneys' fees and costs incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapters 7, 11 or 13 of the Bankruptcy Code or any successor thereto.

21) Notices. All notices, requests, demands and other communications given, or required to be given, hereunder shall be in writing, duly addressed to the parties as follows:

If to DESAI:

DESAI Irvine, LLC
416 Windflower Lane
Placentia, CA 92870
Attn: Mahendra DESAI
FAX: (714)996-9404
With copy to:

Bruce Peotter, Esq.
41 Corporate Park, Suite 210
Irvine, CA 92606
FAX: (949) 250-7116
Phone: (714) 389-4515

If to IGHOA:

Board of Directors
Irvine Groves Homeowners Association
c/o Seabreeze Management Company
39 Argonaut, Suite 100
Aliso Viejo, CA 92656
Attn: Christina Norhadian
FAX: (949) 855-6678

With copy to:

Kathleen A. Janics, Esq.
Harle, Janics & Kannen
575 Anton Boulevard, Suite 460
Costa Mesa, CA 92626
FAX: (714) 429-0699
Phone: (714) 429-0600

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received forty-eight (48) hours after the same is so addressed and mailed with postage prepaid. Notice sent by any other manner, including by telecopy or recognized overnight delivery service, shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

22) Specific Performance. The parties acknowledge that the rights granted to the parties hereunder are of a special and unique kind and character and that, if there is a breach by the parties of any material provision hereof, the parties would not have any adequate remedy at law. Each party also agrees that all of the terms and provisions hereof are fair, just and equitable to such party as of the date hereof. It is expressly agreed, therefore, that the rights of the parties hereunder may be enforced by an action for specific performance and such other equitable relief as is provided under the laws of the State of California.

23) Terminology. Whenever the context so requires herein, the masculine, feminine and neuter genders, and the singular and plural numbers, respectively, shall each include the others. The term "and/or" as used herein means one or the other or both, or any one or all, or any combination of the things or persons in connection with which the words are used. The term

"person" includes individuals, partnerships, corporations and other entities of any kind or nature. As used in this MOU, the terms "herein", "hereof" and "hereunder" refer to this MOU in its entirety and are not limited to any specific provisions.

24) Dates or Performance. The term "day" as used herein means a calendar day, and the term "business day" means any day other than a Saturday, Sunday or any other day on which national banks in the State of California are not open for business. If under this MOU the date upon which an event is scheduled to occur or the last date on which a party's performance of any obligation is required falls on a non-business day, then such date shall be deemed to be the immediately following business day.

25) Cooperation in Drafting. The parties have cooperated in the drafting and preparation of this MOU. Therefore, in any construction to be made of this MOU, such construction shall not be construed against any party.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date set forth above.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
a California non-profit corporation

By: ______________________

Its: President

By: ______________________

Its: Vice President

DESAI IRVINE, LLC
a California limited liability company

By: Mahendra J. Desai
Mahendra DESAI, Member

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GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEALS ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

NAME OF NOTARY: Jim Figgers

DATE COMMISSION EXPIRES: 2-3-06

COUNTY WHERE BOND IS FILED: Orange

COMMISSION NUMBER: 1342332

MANUFACTURER/VENDOR NUMBER: NNA1

NAME OF NOTARY: Leticia Jackson

DATE COMMISSION EXPIRES: 1-1-09

COUNTY WHERE BOND IS FILED: Orange

COMMISSION NUMBER: 1540678

MANUFACTURER/VENDOR NUMBER: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

PLACE OF EXECUTION: SANTA ANA

DATED: 9-28-05

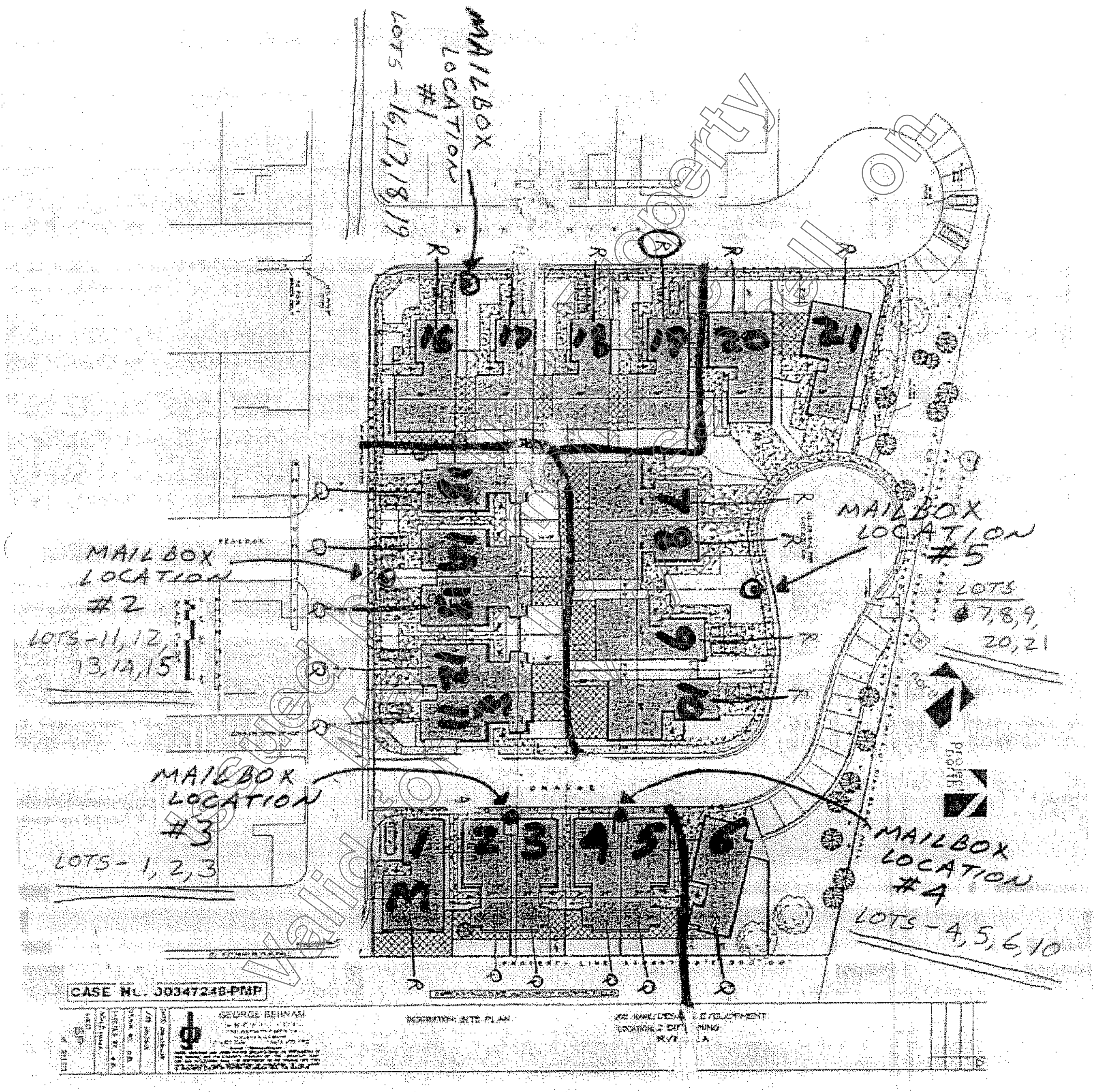
SIGNATURE: [signature]
FIRST AMERICAN TITLE INSURANCE CO.

TR 16597
Lot Addressing
February 19, 2004

Lot #	Street Name	Address #
1 R	Orangetip	2
2 Q	Orangetip	6
3 Q	Orangetip	8
4 Q	Orangetip	10
5 Q	Orangetip	12
6 Q	Orangetip	14
7 R	Orangetip	21
8 R	Orangetip	19
9 R	Orangetip	17
10 R	Orangetip	15
11 Q	Butterfly	23
12 Q	Butterfly	25
13 Q	Butterfly	27
14 Q	Butterfly	29
15 Q	Butterfly	31
16 R	Bird Wing	2
17 R	Bird Wing	6
18 R	Bird Wing	8
19 R	Bird Wing	10
20 R	Orangetip	23
21 R	Orangetip	25

City of Irvine
APPROVED
BY: Jorge Estrada
CASE # 00347248-PMP
DATE 2/19/04

MAILBOX LOCATION



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Irvine Groves Homeowners Association

Bylaws

ACTION
PROPERTY MANAGEMENT

BY-LAWS

OF

THE IRVINE GROVES HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is The Irvine Groves Homeowners Association, a California non-profit corporation.

The principal office of the corporation shall be located in the County of Orange, State of California.

ARTICLE II

DEFINITIONS

Section 1. "Developer" shall mean and refer to Woodbine Corporation, a California corporation.

Section 2. "Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions, as amended from time to time as therein provided, recorded in Book ________, Page ________, of Official Records, Office of the County Recorder, County of Orange, State of California, which Declaration is incorporated herein by this reference.

Section 3. The definitions contained in Sections 1 through 8, inclusive, of Article I of the Declaration are incorporated herein by reference.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Each Lot owner, including Developer as to those Lots not sold, shall be a Member of the Association. Any person or entity having any interest in a Lot merely as security for the performance of an obligation shall not be a Member. Membership and the right to vote shall be appurtenant to and may not be separated from the ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any record owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or assignment of such Lot and then only to the purchaser or assignee thereof. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event any Owner should fail or refuse to transfer the membership registered in his name to the purchaser or assignee, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Assessments.

(a) Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation of such assessments is imposed against each Owner of, and becomes a lien upon, the property against which such assessments are made as provided by Articles V and VI of the Declaration.

(b) Uniform Rate. All annual and special assessments must be fixed at a uniform rate for all Lots.

Section 4. Suspension of Membership. The voting rights and the right to use and enjoyment of the Common Areas excepting those portions of the Common Areas over which each Member has an exclusive easement, of any Member, and his guests and delegatees, may be suspended by action of the Board during any period when assessments owing by such Member remain unpaid and delinquent; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

If the Board has adopted and published rules and regulations governing the use of the Common Areas and facilities and the personal conduct of any person thereon, as provided in Article IX hereof, it may, in its discretion, after reasonable notice and hearing, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership. Members shall be all those owners entitled to membership as defined in Section 1, of Article III. The Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 of Article III. The Class B Members, the Developers, shall be entitled to three votes for each Lot in which they hold the interest required for membership by Section 1 of Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. From time to time such persons shall designate to the Association in writing one of their Members who shall have the power to exercise their vote.

The voting rights of the Membership shall be subject to the restrictions and limitations provided in the Declaration and in the Articles of Incorporation and these By-Laws.

ARTICLE V

MEETINGS OF MEMBERS

Section 1. Place of Meetings. All annual and other meetings of Members shall be held at the principal office of the Association, or at any other place within the County of Orange which may be designated by the Board.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held after fifty-one percent (51%) of the Lots have been sold, or within six months after the sale of the first Lot, whichever occurs first, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board or upon the written request of one or more Members holding not less than one-fourth (¼) of the voting power of the entire membership.

(53)

Section 4. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15)

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days, but not more than sixty (60) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If the Member supplies no address, notice shall be deemed to have been given him if mailed to the place where the principal office of the Association is situated, or published at least once in some newspaper of general circulation in the County of Orange.

Section 5. Quorum and Adjournment. At the first meeting duly called, the presence thereat of Members or proxies entitled to exercise not less than fifty percent (50%) of the voting power of the membership shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

If a quorum is present, the meeting may be adjourned from time to time by the vote of a majority of the Members present in person or by proxy and entitled to vote thereat. If the meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting other than by announcement at the meeting at which such adjournment is taken.

If the required quorum is not present or represented at the meeting, the Members entitled to vote thereat may adjourn the meeting, without notice, to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the preceding meeting was called, and the required quorum at any such subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting.

Except where a greater portion of the voting power is required by the Articles of Incorporation, the Declaration or these By-Laws, a majority of the voting power present, in person or by proxy, shall prevail at all meetings.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. Entry of Notice. Whenever any Member entitled to vote has been absent from any meeting of Members, whether annual or special, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Member or Members as required by law and by the Articles of Incorporation, Declaration and By-Laws of the Association.

Section 8. Voting Cumulative. Voting may be viva voce or by ballot; provided, however, that all elections for directors must be by secret written ballot upon demand made by any Member at any election and before the voting begins. Every Member entitled to vote at any election for directors of this Association shall have the right to cumulate his votes and give one candidate a number of votes to which he is entitled, or to distribute his votes on the same principle among as many candidates as he shall think fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

Section 9. Consent of Absentees. The transaction of business at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Action Without Meeting. Any action which under the provisions of the laws of the State of California may be taken at a meeting of the Members, may be taken without a meeting, if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary of the Association.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association.

Section 2. Election. At the first annual meeting the Members shall elect three directors for a term of one (1) year and two directors for a term of two (2) years; and at each annual meeting thereafter the Members shall elect directors for a term of two years to succeed those directors whose terms have expired. If any annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of Members held for that purpose. All directors shall hold office until their respective successors are elected.

Section 3. Vacancies. Vacancies in the Board may be filled by a majority of the remaining directors, though less than a quorum, and each director so elected shall hold office for the unexpired term of his predecessor and until his successor is elected at an annual meeting of Members, or at a special meeting called for that purpose.

Any director may be removed from the Board, with or without cause, by a vote of the Members cast in the same manner as such votes may be cast for the election of directors as set forth in these By-Laws.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation, or removal of any director, or if the Members shall increase the authorized number of directors but shall fail at the meeting at which such increase is authorized or at an adjournment thereof, to elect the additional directors so provided for, or in the case Members fail at any time to elect the full number of authorized directors.

The Members may at any time elect directors to fill any vacancy not filled by the directors, and may elect the additional directors at the meeting at which an amendment of the By-Laws is voted authorizing an increase in the number of directors.

If any director tenders his resignation to the Board, the Board shall have power to elect a successor to take office at such time as the resignation shall become effective.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association as such. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

NOMINATION OF DIRECTORS

Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or special meeting as the case may be. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Place of Meeting. Regular meetings of the Board shall be held at any place within Orange County which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Association. Special meetings of the Board may be held either at a place so designated or at the principal office.

Section 2. Organization Meeting. Immediately following each annual meeting of Members, the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meetings is hereby dispensed with.

Section 3. Other Regular Meetings. Other regular meetings of the Board shall be held at such time and place as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board or by the President of the Association, or, if they are absent or unable or refuse to act, by any Vice President or by any two directors.

Written notice of the time and place of special meetings shall be delivered personally to the directors or sent to each director by letter or by telegram, charges prepaid, addressed to him at his address as it is shown upon the records of the Association, or if it is not so shown upon the said records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail or delivered to the telegraph company in the place in which the principal office of the Association is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered personally to any director as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing, or delivery as above provided shall be due, legal, and personal notice to such director.

Section 5. Notice of Adjournment. Notice of adjournment of any directors' meeting, either regular or special, need not be given to absent directors, if the time and place are fixed at the meeting adjourned.

Section 6. Entry of Notice. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given to such director, as required by law and by the By-Laws of the Association.

Section 7. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had 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 or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Quorum. A majority of the number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board.

Section 9. Adjournment. A quorum of the directors may adjourn any directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum a majority of the directors present at any directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

Section 10. Attendance at Meetings. If a director shall fail to attend three (3) consecutive meetings of the Board without leave of absence granted by said Board, his office as a director may be declared vacant by a vote of a majority of all the remaining directors.

Section 11. Action by Written Consent in Lieu of Board Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board 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 and shall state that the action was taken by unanimous written consent of the Board without a meeting, and that the By-Laws of the Association authorized the directors to so act. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to limitations of the Articles of Incorporation, the Declaration, or the By-Laws, and the laws of the State of California as to action required to be authorized or approved by the Members, and subject to the duties of directors as prescribed by the By-Laws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board. Without prejudice, to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to wit:

(a) To select and remove all the other officers, agents, and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation, the Declaration, or the By-Laws, fix their compensation and, at the discretion of the directors, require from them security for faithful service.

(b) To adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests and delegatees thereon, and to establish penalties for the infraction thereof.

(c) To conduct, manage, control the affairs and business of the Association.

(d) To establish and change the principal office for the transaction of the business of the Association from one location to another within the County of Orange; to designate any place within the County of Orange for the holding of any Members' meetings; and to adopt, make, and use a corporate seal and to alter the form of such seal from time to time as in their judgment they deem best; provided such seal shall at all times comply with the provisions of law.

(e) Subject to Article VII and IX of the Articles of Incorporation, to borrow money and incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor.

(f) To maintain and otherwise manage, or cause to be managed, the Common Areas and facilities, and all other property acquired by the Association, and to contract and pay maintenance, gardening, utilities, materials and supplies and services relating to the Common Areas and/or facilities, and to employ personnel reasonably necessary for the operation of the Association, including lawyers and accountants where appropriate.

(g) To maintain, or cause to be maintained, such slope control areas as may be established from time to time as provided in the Declaration.

(h) To contract and pay for the use and enjoyment of recreational facilities by the Members of the Association.

(i) To pay taxes and special assessments which are or would become a lien on the Common Areas.

(j) Where appropriate, to pay for reconstruction of any portion or portions of the Common Areas damaged or destroyed which are to be rebuilt.

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(k) To exercise all other powers granted to the Board by the Declaration, the Articles of Incorporation or the By-Laws, or the laws of the State of Californi

(l) To grant easements where necessary for utilities and sewer facilities over the Common Areas of Irvine Groves.

Section 2. Duties. It shall be the duty of the Board:

(a) To cause to be kept a complete record of all of its acts and corporate affairs and cause an annual independent examination or audit of the Association's account or accounts to be made and to cause a copy of such report to be available to each Member within thirty (30) days of completion.

(b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration to:

(1) Fix the amount of the annual and special assessments against each Lot at least thirty (30) days in advance of each annual assessment period;.

(2) Prepare a roster of the Townhouses within Irvine Groves and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner during normal business hours; and

(3) Send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any portion thereof have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states said assessments or any portion thereof

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have been paid, such certificate shall be conclusive evidence of such payment.

(e) To contract and pay premiums for fire, casualty, liability and other insurance, including indemnity and other bonds.

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) To cause the Common Areas and facilities and all other property of the Association to be maintained and managed.

(h) To cause to be maintained such slope control areas as may be established from time to time as provided in the Declaration.

(i) To perform all other duties as may be required of the Board by the Declaration, the Articles of Incorporation, the By-Laws, or the laws of the State of California.

ARTICLE X

COMMITTEES

Section 1. The Board shall appoint a Nominating Committee as required by
47. Article VII of these By-Laws.

Section 2. In addition, the Board shall appoint other committees as deemed appropriate in carrying out the purposes of the Association, which may include:

(a) An Architectural Control Committee in accordance with Article VII 18. of the Declaration;

(b) A Recreational Committee which shall advise the Board on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board in its discretion determines;

(c) A Maintenance Committee which shall advise the Board on all matters pertaining to the maintenance, repair or improvement of the Common Areas and facilities and slope control areas and shall perform such other functions as the Board in its discretion determines;

(d) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board, make such public releases and announcements as are in the best interests of the Association; and

(e) A Finance Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its annual meeting, as provided in these By-Laws. The Treasurer shall be an ex officio member of the Committee.

Section 3. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions and duties within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director of officer of the Association as is further concerned with the matters presented.

ARTICLE XI

OFFICERS

Section 1. Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Association may also have, at the discretion of the Board, a Chairman of the Board, one or more additional Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Any officer, other than the President and the Chairmen of the Board, may be, but need not be, a member of the Board. One person may hold two or more offices except those of President and Secretary.

Section 2. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successors shall be elected and qualified.

Section 3. Subordinate Officers, Etc. The Board may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board or to the President, or to the Secretary of the Association. Any such resignation shall take effect at the date of the 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.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause, shall be filed by the Board at any regular or special meeting, and the officer so chosen shall hold office until he shall resign or shall be removed or otherwise disqualified to serve, or his successors shall be elected and qualified.

Section 6. Chairman of the Board. The Chairman of the Board, if there shall be an officer, shall, if present, preside at all meetings of the Board, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or prescribed by the By-Laws.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, if there shall be such an officer, the President shall be the chief executive officer of the Association, and shall, subject to the control of the Board, have general supervision, direction, and control of the business and officers of the Association. He shall preside at all meetings of the Members and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board. He shall be ex officio, a member of all the standing committees and shall have such other powers and duties as may be prescribed by the Board or the By-Laws.

Section 8. Vice President. In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for him by the Board or the By-Laws.

Section 9. Secretary. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the Members present or represented at Members' meetings and the proceedings thereof. The Secretary shall keep, or cause to be kept, a membership book containing the name and address of each Member. Termination of any membership shall be recorded in the book, together with the date on which the membership ceased.

The Secretary shall give, or cause to be given, notice of all the meetings of the Members and of the Board required by the By-Laws, the Articles of Incorporation, the Declaration, or by law to be given, and he shall keep the seal of the Association in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or the By-Laws.

<u>Section 10.</u> <u>Treasurer.</u> The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association. The books of account shall at all times be open to inspection by any Director.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositaries as may be designated by the Board. He shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or the By-Laws.

ARTICLE XII

MISCELLANEOUS

<u>Section 1.</u> <u>Inspection of Association Records.</u> The books, records and papers of the

Association shall be open to inspection upon the written demand of any Member, at any reasonable time, and for a purpose reasonably related to his interests as a Member, and shall be produced at any time when required by the demand of ten percent (10%) of the voting power of the membership represented at any Member's meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection, other than at a Member's meeting, shall be made in writing upon the President, Secretary, or Assistant Secretary of the Association. Every such demand, unless granted, shall be referred by such officer to the Board.

<u>Section 2.</u> <u>Checks, Drafts, Etc.</u> All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the Board.

<u>Section 3.</u> <u>Annual Reports.</u> The directors of the Association shall cause to be placed on file at the principal office of the Association for inspection by Members not later than one hundred <u>twenty (120)</u> days after the close of the calendar year, a balance sheet as of the closing date of the last such year, together with a statement of the income or profit and loss for the year ended on that date. Such annual report shall comply with the requirements of Section 3006 et seq. of the California Corporation Code.

<u>Section 4.</u> <u>Contracts, Etc., How Executed.</u> The Board except as in the By-Laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for

any purpose or to any amount.

Section 5. Inspection of By-Laws. The Association shall keep in its principal office for the transaction of business, the original or a copy of the By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours.

ARTICLE XIII

AMENDMENTS

Section 1. Power of Members. By-Laws may be adopted, amended, or repealed either at a meeting by the vote of Members entitled to exercise a majority of the voting power, or by the written consent of such Members, except as otherwise provided by law, the Declaration, or by the Articles of Incorporation.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

49. 29 Amendments

SECRETARY'S CERTIFICATE OF ADOPTION

OF BY-LAWS

THE IRVINE GROVES HOMEOWNERS ASSOCIATION

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of The Irvine Groves Homeowners Association; and

(2) That the foregoing By-Laws comprising the immediately preceding pages constitute the original By-Laws of said corporation as duly adopted at the First Meeting of the Board of Directors thereof duly held on the 11th day of Februar-, 19 76.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said Association this 12th day of February, 19 76.

Irvin Sterman, Secretary

Irvine Groves Homeowners Association

Articles of Incorporation

ACTION
PROPERTY MANAGEMENT

749614

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
FEB 10 1976
MARCH FONG EU, Secretary of State
By IRENE SANCHEZ
Deputy

ARTICLES OF INCORPORATION

OF

THE IRVINE GROVES HOMEOWNERS ASSOCIATION

In compliance with the requirements of Title I, Division 2, Part 1 of the Corporations Code of the State of California, the undersigned have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

ARTICLE I

DEFINITION

The term " Irvine Groves " shall mean the real estate development in the County of Orange , State of California, known by that name.

ARTICLE II

NAME

The name of the corporation is "The Irvine Groves Homeowners Association," hereinafter referred to as the Association or this Association.

ARTICLE III

PRINCIPAL OFFICE

The principal office of the Association is to be located in the County of Orange, State of California.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purposes for which this Association is formed, the specific and primary purposes for which it is formed being set forth in Paragraph (a) below, are:

(a) To provide, hold, own, operate, manage, administer, and/or maintain private recreational and social areas and facilities for the members of the Association, including the ownership, operation and maintenance of such areas and facilities within Irvine Groves , and to provide for the management, maintenance, protection, preservation, development and control of Irvine Groves.

(b) To possess and exercise all of the powers conferred by law upon nonprofit corporations, as such law is now in effect or may at any time hereafter be amended, and to do all other acts necessary or incidental to the administration of the affairs and for carrying out the purposes of this Association, including any or all of the following acts or things:

(1) To enter into contracts or other arrangements with any person, firm, association, corporation, municipality, body politic, county, state or government conducive to the specific and primary purpose of the Association including securing for the members thereof the use and enjoyment of recreational facilities.

(2) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(3) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property of the Association as security for money borrowed or debts incurred.

(4) To fix, levy, collect, and enforce payment of, by any lawful means, charges and assessments, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges, if any, levied or imposed against the property of the Association.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific and primary purposes of this Association.

ARTICLE V

MEMBERSHIP

The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the By-Laws.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
James B. Bullitt	8383 Wilshire Blvd. Beverly Hills, Calif. 90211
Charles J. Love	8383 Wilshire Blvd. Beverly Hills, Calif. 90211
LaDonna J. Love	8383 Wilshire Blvd. Beverly Hills, Calif. 90211
Irvin Stermen	8383 Wilshire Blvd. Beverly Hills, Calif. 90211
Bernard E. McCune	8383 Wilshire Blvd. Beverly Hills, Calif. 90211

ARTICLE VII

INDEBTEDNESS

The total indebtedness of this Association, including the principal amount of any mortgages or deeds of trust, outstanding at any one time shall not exceed One Hundred Thousand Dollars ($100,000.00); provided that additional amounts may be authorized by the vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership.

ARTICLE VIII

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other corporations; provided that any such merger or consolidation shall have the approval (by vote or written consent) of members as required by the Corporations Code of the State of California.

ARTICLE IX

AUTHORITY TO MORTGAGE

No mortgage, deed of trust, pledge or other hypothecation of all or substantially all of the property, real or personal, of the Association shall be made unless approved by the vote or written consent of members entitled to exercise not less than a majority of the voting power of the membership.

ARTICLE X

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the property of the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by the vote or written consent of members entitled to exercise not less than two-thirds (2/3) of the voting power of the membership and an instrument in writing is signed by the Secretary of the Association certifying that such dedication or transfer has been approved by the required vote.

ARTICLE XI

DISSOLUTION

This Association is one which does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for nonprofit purposes. Upon the dissolution and winding up of this Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to a nonprofit organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association; provided, however, that such nonprofit organization shall qualify for exemption from the payment of Federal income tax under the appropriate section of the Internal Revenue Code, as amended from time to time. In no event shall any corporate assets inure to the benefit of any person or individual or any members or directors of this Association.

ARTICLE XII

NONPROFIT LAWS

This Association is organized pursuant to the General Nonprofit Corporation Law of the State of California. The funds of this Association, regardless of the source thereof, shall be used exclusively in the promotion of the business and purposes of the Association in such manner as the Board of Directors may from time to time determine. No part of the net earnings, if any, of this Association shall be distributed to or inure to the benefit of any of its members or to the benefit of any private individual.

ARTICLE XIII

AMENDMENTS

These Articles of Incorporation may not be amended without the vote or written consent of members entitled to exercise not less than three-fourths (3/4) of the voting power of the membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation, have executed these Articles of Incorporation this 9th day of February, 1975.

James B. Bullitt

Charles J. Love

LaDonna J. Love

Irvin Stermen

Bernard E. McCune

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On February 9, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES B. BULLITT, CHARLES J. LOVE, LaDONNA J. LOVE, IRVIN STERMEN, BERNARD E. McCUNE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Signature

MARIA OLGA KIRK
Name (Typed or Printed)
Notary Public in and for said County and State

OFFICIAL SEAL
MARIA OLGA KIRK
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires October 8, 1979

FOR NOTARY SEAL OR STAMP

1-117

Irvine Groves Homeowners Association

Current Budget/Assessment Rate

ACTION
PROPERTY MANAGEMENT

IRVINE GROVES

DATE: November 2024

TO: The Irvine Groves Homeowners Association

FROM: Andrew Burdick, Community Manager

RE: 2025 Operating Budget – No Increase in Assessments

At the Board of Directors Meeting held on September 16, 2024, the Board of Directors voted to approve an average assessment increase of 0.00%. This means there will be no change in your monthly assessment and your dues will remain at $300.00 effective January 1, 2025.

This is exciting news! The Board of Directors carefully inspected the Associations expenses over the course of the 2024 Fiscal Year and established the current budgeting allotments are more than sufficient to cover expected expenses for the 2025 Fiscal Year.

<u>You will note that the Associations Reserve Study has been included for your reference. The Board of Directors would like to make it clear that the evaluation of each reserve component was thorough, and the funding outlined in the attached budget is expected to be sufficient for the 2025 fiscal year.</u>

The Board of Directors would like to thank you for supporting your Community and acknowledges that this Community would not be the same without each Resident.

Should you have any questions or concerns, please do not hesitate to contact Management directly via the contact information provided below:

Office: (949) 450-0202

Andrew Burdick, Community Manager
Email: aburdick@actionlife.com

If you utilize bill pay through your financial institution, please note you will not need to update your payment as the assessments will remain the same. You are still encouraged to double check payment is in order as the January 1, 2025 fiscal year approaches.

If you have automatic payments set up through Action Property Management (Revo), the assessment amount will automatically be updated, and no action is required on your part.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

IRVINE GROVES

Date: November 2024

To: Members of The Irvine Groves Homeowners Association

From: The Board of Directors

Re: Fiscal Year (January 1, 2025 - December 31, 2025)

Annual Budget Report and Annual Policy Statement

Enclosed you will find the 2025 pro-forma operating budget for your Association, including the amount of your monthly assessment, as well as a variety of important information listed below and explained further in this report.

In the event that you have any questions about this material, please contact Andrew Burdick at aburdick@actionlife.com or (949) 450-0202 or attend the next meeting of the Board of Directors.

Table of Contents

BODY OF FULL REPORT

I. Annual Budget Report [Civ. Code §5300]

1. Pro Forma Operating Budget for Fiscal Year (January 1, 2025 - December 31, 2025) Prepared on an Accrual Basis [Civ. Code §5300(b)-(b)(1)] – Attached as Exhibit A.

With the new fiscal year for our Association, our Board of Directors has reviewed the operating budget with the goal of providing efficient operations and funding adequate reserves to meet long-term requirements. As a result of this review, the Board of Directors has determined that they are able to continue to maintain the quality of service within the Association and continue to fund reserves for future replacements without an increase in assessments. As of January 1, 2025, the assessments will remain $300.00.

2. Summary of the Association's Reserves [Civ. Code §§5300(b)(2)& 5565) – Attached as Exhibit B.

The summary is based on the reserve study described in Section I(3) below (or the latest annual update to it). This information is based only on assets held in cash or cash equivalents. It includes: the current estimated replacement cost, estimated remaining life, and estimated useful life of each major component; the current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components; and the current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components. It also shows the ratio, expressed as a percentage, between the current estimated replacement cost of each major component and the current amount of cash reserves set aside, and the current deficiency in reserve funding expressed on a per unit basis.

3. Summary of the Board-adopted Reserve Funding Plan [Civ. Code §§5300(b)(3) & 5550(b)(5)] – Attached as Exhibit C.

In conjunction with the budget review and in accordance with California Civil Code §5550(a), the Board engaged a professional reserve study analyst, at least once every three years, to prepare a reserve study, to review our reserve funding program and to make recommendations for future funding. The 3-year reserve study involves a visual inspection of our development. The accompanying replacement funding program reflects assumptions about future events. The replacement funding program is based on factors such as manufacturers' specifications, information from contractors and subcontractors, construction pricing, scheduling manuals and the reserve study preparer's experience. The analyst then uses this information to calculate and establish the reserve amounts needed to defray the future repairs, replacement or additions to the components that the Association is obligated to maintain. A copy of the full reserve study is available upon request.

4. Statement of Deferral/Decision to Not Undertake Repair/Replacement of Major Component(s) [Civ. Code §5300(b)(4)]

In accordance with Civil Code §5300(b)(4) and as of the date of this letter, the Board has chosen not to defer and will undertake replacement of any major component with a remaining life of 30 years or less.

5. Statement of Anticipated Special Assessment(s) (if any) [Civ. Code §5300(b)(5)]

In accordance with Civil Code section §5300(b)(5), and as of the date of this letter, the Board does not anticipate that a special assessment will be required to repair, replace or restore any major components or to provide adequate reserves.

The foregoing statement is based on the reserve funding plan adopted pursuant to Civil Code section 5560 and the knowledge and information the Board has at the present time. Thus, this statement is not a guarantee and is subject to change in the future.

6. Statement of Mechanism for Funding Reserves to Repair or Replace Major Components [Civ. Code §5300(b)(6)]

The Board uses the following mechanism(s) to fund reserves to repair or replace major components:
Regular Assessments

7. Statement Addressing Procedures Used to Calculate and Establish Reserves [Civ. Code §5300(b)(7)]

As provided in Civil Code §5550, the Board had a reserve study with on-site inspection performed in 2023. An accounting update to the reserve study was performed in 2024.
A complete reserve study with on-site inspection must be done at least every three years and be reviewed and adjusted annually. In determining future needs, Civil Code §5570(b)(4) does not allow the Association to assume an earnings growth in the reserve fund that is more than two percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made. As also required by Civil Code §5570(b)(4), the reserve study has calculated the total reserves currently needed by determining the current cost of replacement or repair of each major component multiplied by the number of years the component has been in service and then dividing by the total useful life of the component. In effect, this computes the percentage of each component's useful life that has been used up as of the date of the reserve study or annual review and converts that to a current dollar cost of repair or replacement. For example, if a component has been in service three years, its total useful life is ten years, and the component would cost

$100,000 to replace, then 3/10 or 30% of its useful life has been used up. When 30% is multiplied by the current replacement cost of $100,000, the result is $30,000, thus the current cost of replacement or repair of that component would be $30,000. When these figures are added up for all major components, the result is the current cost of replacement or repair for all major components. Note that Civil Code §5570 does not require the Association to fund reserves in accordance with the above calculation.

The Board uses the information in the reserve study to create a budget and plan for future repairs or replacement of major components.

8. Statement of Association(s) Outstanding Loans [Civ. Code §5300(b)(8)]

The Association does not have any outstanding loans with an original term of more than one year.

9. Summary of the Association's Insurance Information [Civ. Code §5300(b)(9)]

"This summary of the association's policies of insurance provides only certain information, as required by §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."

Below is a summary of the insurance that is currently in force for our Association.

Property Insurance:

Name of Insurer: Philadelphia Indemnity Ins. Co.	Agent: LaBarre/Oksnee Insurance
Policy Limits: $66,660,200.00	Amount of Deductible: $10,000.00
Date Policy Begins: 11/20/23	Date Policy Ends: 11/20/24

General Liability Insurance:

Name of Insurer: Philadelphia Indemnity Ins. Co.	Agent: LaBarre/Oksnee Insurance
Policy Limits: $1,000,000.000	Amount of Deductible: NONE
Date Policy Begins: 11/20/23	Date Policy Ends: 11/20/24

Earthquake and/or Flood Insurance:

Name of Insurer: Care West Ins. Co.	Agent: LaBarre/Oksnee Insurance
Policy Limits: $10,000,000.00	Amount of Deductible: 20%
Date Policy Begins: 2/23/24	Date Policy Ends: 2/23/25

Fidelity Bond:

Name of Insurer: Philadelphia Indemnity Ins. Co.	Agent: LaBarre/Oksnee Insurance
Policy Limits: $1,500,000.00	Amount of Deductible: $10,000.00
Date Policy Begins: 11/20/23	Date Policy Ends: 11/20/24

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

10. Statement addressing Condominium Project Status & FHA Certification [Civ. Code §5300(b)(10)]

Per Civil Code §5300, this statement is required to "*be in at least 10-point font on a separate piece of paper and in the following form:*"

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.

The common interest development [is / is not] a condominium project.

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

11. Statement addressing Condominium Project Status & VA Certification [Civ. Code §5300(b)(11)]

Per Civil Code §5300, this statement is required to "*be in at least 10-point font on a separate piece of paper and in the following form:*"

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.

The common interest development [is / is not] a condominium project.

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

12. Assessment and Reserve Funding Disclosure Summary [Civ.Code §5570] – Attached as Exhibit D.

13. Charges for Documents Provided [Civ. Code §5300(b)(12)] - Attached as Exhibit E.

II. Annual Policy Statement [Civ. Code §5310]

1. Statement of Name and Address of Person Designated to Receive Official Communications to Association [Civ. Code §4035]

The name and address of the person designated to receive official communications on behalf of the Association is as follows:

Name: Andrew Burdick

Title: Community Manager

Company: Action Property Management

Address: 2603 Main St #500, Irvine, CA 92614

2. Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses [Civ. Code §4040]

As provided in Civil Code §4040(b) owners have a right to receive (1) annual reports the Association is required to provide to owners and (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address if they submit a secondary address to the Association. The owner's request must be in writing and must be sent to the Association in the manner provided in Civil Code §§4035 and 5260.

3. Statement of the Posting Location for General Notices [Civ. Code §4045]

The location designated for posting of a General Notice is: Resident Portal: resident.actionlife.com

4. Notice of Member's Right to Receive General Notices by Individual Delivery [Civ. Code §4045]

Documents designated by the Civil Code as requiring General Delivery or General Notice will be delivered using one of the methods detailed in Civil Code §4045(a). If a member of the Association wishes to receive these general notice documents by individual delivery, they must make such a request to the Association, and the Association will comply with the request.

5. Notice of Members' Right to Minutes [Civ. Code §4950]

The minutes or a summary of minutes of a Board meeting, other than an executive session are available to members within 30 days of the meeting. Minutes, proposed minutes, or summary of minutes will be distributed to any member upon request and upon reimbursement of the Association's costs for making that distribution. Members may send their request in writing to the Board of Directors in care of the property manager.

6. Statement of Assessment Collection Policies [Civ. Code §5730]

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)

(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.

7. **Statement of Association's Policies and Practices in Enforcing Lien Rights, etc. [Civ. Code §5730]**

For the Association's Collection Policy, see Exhibit F.

8. **Statement of Association's Discipline Policy and Schedule of Penalties [Civ. Code §5850]**

For the Association's Enforcement and Fine Policy, see Exhibit G.

9. **Summary of Association's Dispute Resolution Procedures (ADR and IDR) [Civ. Code §5920 and 5965]**

Alternative Dispute Resolution - "ADR"

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires every association to distribute a summary of California Civil Code sections 5925 through 5965 to its members annually in its Annual Policy Statement prepared pursuant to Civil Code section 5310.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Rather than attempt to summarize the law, which is lengthy, and may result in omissions or misunderstandings of what the law provides, we are providing a copy of law in its entirety below. **PLEASE NOTE, Civil Code §5965 states:** "Failure of a member of the association to comply with the alternative dispute resolution requirements of §5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law." Please note that the section headings below are not a part of the law, but are present only to assist you in identifying the contents of each section.

§5925. ADR Definitions

As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial 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.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents.

§5930. ADR Required Before Filing Certain Actions

(a) An association or a member 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.

(b) This section applies only 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 of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

§5935. Initiating ADR by Request for Resolution

(a) Any party to a dispute may initiate the process required by Section 5930 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 member, a copy of this article.

(b) 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.

(c) 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.

§5940. Time for Completing ADR Process and Cost Splitting

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) 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.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

§5945. Effect of ADR on Statutes of Limitation

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 period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

§5950. Filing ADR Certificate when Filing Court Action

(a) 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 are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) 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.

§5955. Referral to ADR and Stay of Court Action by Stipulation

(a) 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.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

§5960. Refusal to Participate in ADR; Effect on Award of Fees and Costs In an enforcement action in which attorney's fees and costs may be awarded, 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.

§5965. Annual Disclosure of ADR Procedures to Members

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"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 the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

Internal Dispute Resolution - "IDR"

Please reference your association's Internal Dispute Resolution procedures below:

INTERNAL DISPUTE RESOLUTION (IDR) PROCEDURES

Civil Code Section 5900 requires that Community Associations provide a fair, reasonable, and expeditious procedure for resolving disputes between an Association and any homeowner involving the Member's rights, duties, or liabilities under the Davis-Stirling Act, the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Common Interest Development or Association. Unless you are notified otherwise, the Association will continue to provide fair, reasonable and expeditious procedures for resolving disputes by adopting the IDR procedure set forth in California Civil Code Section 5915, which is summarized as follows:

A. Either party to the dispute (either the Member or the Association), may deliver a written request to the other party seeking to meet and confer in an effort to resolve the dispute. A homeowner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

B. The Association's Board of Directors shall designate a member of the Board of Directors to meet and confer.

C. 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. The parties may be assisted by an attorney or another person at their own cost when conferring.

D. 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.

E. An agreement reached using these procedures will bind 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, and (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.

F. A Member of the Association shall not be charged a fee to participate in this process.

10. Summary of Procedures for Architectural Review [Civ. Code §4765]

See Exhibit H.

11. Statement of Address for Overnight Payment of Assessments [Civ. Code §5655]

Association Name:

c/o: Action Property Management, Inc.

Address: 2603 Main Street, Suite 500, Irvine, CA 92614

HOWEVER, effective December 13th 2024 the new address will be:

320 Commerce, Suite 200, Irvine, CA 92602

III. List of Exhibits

Exhibit A - Copy of the Annual Budget - Sec. I, Item 1
Exhibit B - Summary of the Association's Reserves - Sec. I, Item 2
Exhibit C - Reserve Funding Plan - Sec. I, Item 3
Exhibit D - Assessment and Reserve Funding Disclosure Summary - Sec. I, Item 12
Exhibit E - Charges for Documents Provided - Sec. I, Item 13
Exhibit F - Association Collection Policy - Sec. II, Item 7
Exhibit G - Discipline Policy - Sec. II, Item 8
Exhibit H - Summary of Architectural Control Procedures - Sec. II, Item 10

EXHIBIT A

The Irvine Groves Homeowners Association
Operating Budget
January 1, 2025 to December 31, 2025
Based on 231 Units

	2025 Annual Budget	2025 Monthly	Average Per Unit
Revenues			
300000 Member Assessments	831,600.00	69,300.00	300.00
321000 Late Charges	1,200.00	100.00	0.43
325000 Collection Charges	2,340.00	195.00	0.84
370200 Interest Income - Reserve	12,000.00	1,000.00	4.33
Total Revenues	847,140.00	70,595.00	305.61
Utilities			
402000 Gas	33,600.00	2,800.00	12.12
404000 Electricity	34,104.00	2,842.00	12.30
408000 Water	30,936.00	2,578.00	11.16
408500 Web Hosting	1,440.00	120.00	0.52
Total Utilities	100,080.00	8,340.00	36.10
Pool/Spa			
421000 Contract Pool / Spa	9,120.00	760.00	3.29
422000 Pool / Spa Extras	12,000.00	1,000.00	4.33
423000 Pool / Spa Supplies	15,000.00	1,250.00	5.41
Total Pool/Spa	36,120.00	3,010.00	13.03
Landscape			
481000 Contract Landscape Maintenance	129,120.00	10,760.00	46.58
483000 Landscape Extras	15,000.00	1,250.00	5.41
487000 Irrigation Repairs	7,800.00	650.00	2.81
489000 Backflow	300.00	25.00	0.11
Total Landscape	152,220.00	12,685.00	54.91
Common Area			
508000 Common Area Maintenance	42,000.00	3,500.00	15.15
523000 Fire Extinguisher Service	600.00	50.00	0.22
546000 Janitorial - Contract	9,816.00	818.00	3.54
546500 Janitorial Extras	2,100.00	175.00	0.76
547000 Janitorial Supplies	3,000.00	250.00	1.08
549000 Keys / Locks	600.00	50.00	0.22
551000 Light Maintenance - Contract	1,896.00	158.00	0.68
561000 Patrol - Contract	600.00	50.00	0.22
565000 Pest Control Contract	4,968.00	414.00	1.79
565500 Pest Control Extras	1,500.00	125.00	0.54
568000 Plumbing Repairs	1,200.00	100.00	0.43
Total Common Area	68,280.00	5,690.00	24.63
General & Administrative			
602000 Annual Review / Audit	1,956.00	163.00	0.71
608000 Bad Debt Expense	240.00	20.00	0.09
612000 Collection / Delinquency	1,800.00	150.00	0.65

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The Irvine Groves Homeowners Association
Operating Budget
January 1, 2025 to December 31, 2025
Based on 231 Units

	2025 Annual Budget	2025 Monthly	Average Per Unit
615000 Dues / Licenses / Fees	1,800.00	150.00	0.65
633000 Income Tax - Federal	2,400.00	200.00	0.87
633500 Income Tax - State	600.00	50.00	0.22
635000 Insurance	155,400.00	12,950.00	56.06
636000 Insurance Earthquake	48,960.00	4,080.00	17.66
639000 Late Service Fee	1,080.00	90.00	0.39
642500 Legal Fees - Collection	1,800.00	150.00	0.65
643500 Legal Fees - General	8,400.00	700.00	3.03
650000 Management - Administrative Costs	3,240.00	270.00	1.17
652000 Management Fees	52,644.00	4,387.00	18.99
668000 Office Supplies / Expense	6,600.00	550.00	2.38
691000 Reserve Study	720.00	60.00	0.26
695000 Social	42,000.00	3,500.00	15.15
Total General & Administrative	329,640.00	27,470.00	118.92
Reserve Funding			
803800 Clubhouse	5,412.00	451.00	1.95
808400 Fencing / Walls	5,412.00	451.00	1.95
811000 Irrigation Controllers	1,956.00	163.00	0.71
811200 Irrigation Enclosures	1,116.00	93.00	0.40
811400 Landscape	3,732.00	311.00	1.35
811800 Light Pole W/Lantern	2,028.00	169.00	0.73
813000 Mailboxes/Signs	6,876.00	573.00	2.48
814200 Paint	49,356.00	4,113.00	17.81
815800 Pavement / Streets / Drives	56,172.00	4,681.00	20.26
816600 Pool / Spa	14,016.00	1,168.00	5.06
819800 Roofs	4,716.00	393.00	1.70
820200 Signage / Monuments	5,004.00	417.00	1.81
822800 Tennis / Basketball Courts	5,004.00	417.00	1.81
823600 Tree Maintenance	-	-	-
Total Reserve Funding	160,800.00	13,400.00	58.01
Total Expenses	847,140.00	70,595.00	305.61

EXHIBIT B

Reserve Study Executive Summary — No-Site-Visit

Irvine Groves Homeowners Association
Irvine, CA
Level of Service: **Update "No-Site-Visit"**

Report #: **5442-16**
# of Units: 231
January 1, 2025 through **December 31, 2025**

Findings & Recommendations — as of January 1, 2025

Projected Starting Reserve Balance	**$1,186,319**
Current Full Funding Reserve Balance	**$1,796,166**
Average Reserve Deficit (Surplus) Per Unit	**$2,640**
Percent Funded	**66.0 %**
Recommended 2025 "Monthly Full Funding Allocation"	**$21,700**
Alternate minimum allocations to keep Reserve above $0	**$18,400**
Most Recent Reserve Allocation Rate	**$13,400**
Monthly Rate of Deterioration	**$21,690**

Reserve Fund Strength: 66.0% — Weak | Fair | Strong

< 30% | < 70% | > 130%

Risk of Special Assessment: — High | Medium | Low

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves . . . . **2.00 %**
Annual Inflation Rate . . . . **3.00 %**

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist, Sean Erik Andersen, PRA, RS #68.

The Reserve Fund is between the 30% funded level and the 70% funded level at **66.0 % Funded**, which is a fair position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently medium. The objective of your multi-year Funding Plan is to Fully Fund Reserves and ultimately achieve a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems.

The Deterioration rate for your Reserve Components is **$21,690**.

Based on this starting point, your annual deterioration rate, your anticipated future expenses, and your historical Reserve allocations rate, our recommendation is to **increase** your Reserve allocations to **$21,700.**

*The Alternative Allocation rate, also called Baseline Funding will keep the Reserve Funds above $0. This figure for your association is $18,400**.**

To receive a copy of the full Reserve Study, contact the Association.

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Executive Summary Table

Report # 5442-16
No-Site-Visit

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
	Paved & Concrete Areas			
2100	Concrete - Repair/Replace	1	0	$3,200
2200	Street Pavers - Repair/Replace	25	16	$51,500
2220	Asphalt - Resurface	20	5	$1,050,000
2230	Asphalt - Repair/Seal	4	1	$69,000
	Painting Projects			
2310	Stucco/Wood Surfaces - Repaint	8	3	$565,000
2330	Clubhouse Interior - Repaint	10	8	$2,200
2330	Restroom Interiors - Repaint	10	0	$1,900
2340	Metal Surfaces - Repaint	5	2	$12,500
2365	Chain Link Fence - Repaint	10	4	$13,000
	Clubhouse			
2400	Clubhouse Tile Roof - Replace	30	1	$46,500
3042	Interior Tile - Replace	20	10	$10,800
3060	Laminate Flooring - Replace	20	9	$9,850
3150	Window Treatments - Replace	10	9	$5,000
3310	Cabinets/Counters - Refurbish	30	20	$10,200
3320	Kitchen Appliances - Replace	20	10	$5,150
4570	Water Heater - Replace	20	0	$2,600
4600	HVAC System - Replace	20	0	$8,100
5050	Interior Lights - Replace	20	13	$5,700
5057	Ceiling Fans - Replace	20	10	$3,100
5370	Access Camera System - Replace	5	1	$8,100
5507	Faux Stone/Brick Veneer - Repair	20	10	$48,000
5700	Restrooms - Major Refurbish	20	11	$43,500
5750	Pool Shower - Re-tile	20	0	$9,900
	Combined Pool Projects			
2140	Concrete Decks - Resurface	20	16	$102,000
2145	Concrete Deck - Seal/Repair	5	1	$32,500
5840	Pool Area Pumps - Replace	3	0	$7,800
5950	Pool Area Mastic - Replace	4	1	$4,000
5990	Pool Furniture - Replace	8	5	$12,500
	Main Pool Area			
5800	Main Pool Deck - Repair/Replace	20	16	$28,000
5810	Main Pool - Resurface & Re-tile	12	9	$21,500
5812	Main Pool Filter - Replace	10	0	$2,350
5815	Main Pool Heater - Replace	10	7	$7,000
5820	Main Spa - Resurface & Re-tile	8	5	$5,950

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
5822	Main Spa Filter - Replace	10	0	$2,350
5825	Main Spa Heater - Replace	10	7	$5,900
6145	Composite Picnic Table - Replace	20	16	$2,950
6300	Main Wood Trellis - Repair/Replace	20	8	$16,500
	North Pool Area			
3035	North Floor & Wall Tile - Replace	20	1	$13,500
4570	North Water Heater - Replace	20	18	$2,400
5720	North Plumbing Fixt. - Replace	20	1	$9,700
5750	North Pool Shower - Re-tile	20	1	$5,300
5800	North Pool Deck - Repair/Replace	20	10	$24,500
5810	North Pool - Resurface & Re-tile	12	5	$22,500
5812	North Pool Filter - Replace	10	0	$2,350
5815	North Pool Heater - Replace	10	6	$7,000
5820	North Spa - Resurface & Re-tile	8	1	$8,700
5822	North Spa Filter - Replace	10	0	$2,350
5825	North Spa Heater - Replace	10	6	$7,000
6300	North Pool Trellis - Replace	20	8	$16,500
	Tennis Courts			
5090	Tennis Court Lights - Replace	20	12	$55,500
5570	Chain Link Fence - Replace	30	4	$33,000
6500	Pickleball Courts - Resurface	6	5	$13,100
6500	Tennis Courts - Resurface	6	5	$10,700
	Walls & Fences			
5505	Stucco Walls - Repair	10	5	$8,100
5520	Clubhouse Pool Fence - Replace	25	13	$38,000
5520	North Pool Iron Fence - Replace	25	8	$47,500
	Lighting Projects			
5010	Walkway Pole Lights - Replace	20	11	$58,500
5015	Post Lights - Replace	20	10	$13,000
5080	Landscape Lights - Replace	10	0	$14,000
	Landscape & Irrigation			
6900	Irrigation Controllers - Replace	12	10	$23,000
6910	Controller Enclosures - Replace	30	28	$13,500
6920	Backflow Devices - Replace	25	17	$2,350
7000	(2025) Trees - Trim/Maintain	3	0	$19,200
7000	(2026) Trees - Trim/Maintain	3	1	$56,100
7000	(2027) Trees - Trim/Maintain	3	2	$63,300
7010	Entry Landscape - Refurbish	20	9	$5,400
	Grounds & Miscellaneous			
6800	Entry Monument - Refurb	20	10	$9,150
6850	Street Name Signs - Replace	20	12	$16,000

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
68	**Total Funded Components**			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

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EXHIBIT C

30-Year Reserve Plan Starting with Board of Directors 2025 Rate 5442-16

Fiscal Year Start: 1/1/2025	Interest: 2.00 %	Inflation: 3.00 %
Reserve Fund Strength: as-of Fiscal Year Start Date	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2025	$1,186,319	$1,857,806	63.9 %	Medium	$160,800	$0	$24,416	$114,100
2026	$1,257,436	$2,094,982	60.0 %	Medium	$173,664	$0	$24,163	$294,271
2027	$1,160,992	$2,162,667	53.7 %	Medium	$187,557	$0	$24,246	$107,045
2028	$1,265,751	$2,434,464	52.0 %	Medium	$202,562	$0	$20,589	$693,991
2029	$794,910	$2,119,374	37.5 %	Medium	$218,767	$0	$16,726	$151,268
2030	$879,135	$2,363,638	37.2 %	Medium	$225,330	$500,000	$10,040	$1,488,798
2031	$125,706	$1,247,668	10.1 %	High	$232,090	$0	$3,377	$148,898
2032	$212,274	$1,488,713	14.3 %	High	$239,052	$0	$5,285	$139,960
2033	$316,652	$1,756,906	18.0 %	High	$246,224	$0	$6,689	$216,744
2034	$352,820	$1,965,087	18.0 %	High	$253,610	$0	$7,107	$255,018
2035	$358,520	$2,151,453	16.7 %	High	$261,219	$0	$6,590	$325,228
2036	$301,101	$2,282,797	13.2 %	High	$269,055	$800,000	$5,414	$1,134,795
2037	$240,776	$1,596,280	15.1 %	High	$277,127	$0	$5,439	$219,710
2038	$303,632	$1,844,121	16.5 %	High	$285,441	$0	$5,696	$328,291
2039	$266,479	$2,000,346	13.3 %	High	$294,004	$0	$6,798	$153,377
2040	$413,904	$2,354,590	17.6 %	High	$302,824	$0	$10,181	$121,833
2041	$605,076	$2,765,519	21.9 %	High	$311,909	$0	$10,058	$525,461
2042	$401,582	$2,787,011	14.4 %	High	$321,266	$0	$7,275	$403,543
2043	$326,580	$2,949,117	11.1 %	High	$330,904	$0	$8,648	$127,172
2044	$538,961	$3,415,572	15.8 %	High	$340,831	$500,000	$7,679	$1,157,840
2045	$229,631	$2,849,702	8.1 %	High	$351,056	$0	$5,579	$257,551
2046	$328,715	$3,209,880	10.2 %	High	$361,588	$0	$5,550	$469,073
2047	$226,779	$3,379,194	6.7 %	High	$372,436	$0	$5,940	$237,405
2048	$367,750	$3,808,892	9.7 %	High	$383,609	$0	$9,059	$221,436
2049	$538,981	$4,285,113	12.6 %	High	$383,609	$0	$13,046	$168,925
2050	$766,711	$4,847,409	15.8 %	High	$383,609	$1,500,000	$8,532	$2,571,578
2051	$87,274	$2,970,073	2.9 %	High	$383,609	$0	$2,521	$308,393
2052	$165,010	$3,386,277	4.9 %	High	$383,609	$2,200,000	$14,598	$1,467,161
2053	$1,296,055	$2,640,778	49.1 %	Medium	$383,609	$0	$26,866	$313,675
2054	$1,392,855	$3,080,928	45.2 %	Medium	$383,609	$0	$26,080	$585,135

EXHIBIT D

Assessment and Reserve Funding Disclosure Summary

Irvine Groves Homeowners Association, Irvine

For Fiscal Year Beginning: 1/1/2025 # of units: 231

1) Budgeted Amounts:

	Total	Average Per Unit*	
Reserve Transfers:	$13,400.00	$58.01	
Total Assessment Income:	$69,300.00	$300.00	per: Month

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

Year	Total Amount Per Unit*	Purpose
2026	$0.00	
	Total: $0.00	

3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **No**

4) If the answer to #3 is no, what additional assessments or other transfers/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*
2030	$2,164.50
2036	$3,463.20
2044	$2,164.50
2050	$6,493.51
2052	$9,523.81
	Total: $23,809.52

5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6)

All computations/disclosures are based on the fiscal year start date of:	1/1/2025
Fully Funded Balance (based on formula defined in 5570(b)4):	$1,857,806
Projected Reserve Fund Balance:	$1,186,319
Percent Funded:	63.9 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	$2,907

From the 9/10/2024 Reserve Study by Association Reserves and any minor changes since that date.
* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Sean Andersen **Date: 10/27/2024**

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

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EXHIBIT E

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*
The seller may, in accordance with Section 4530 of Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

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

Escrow documents can be purchased from our partner, CondoCerts. You can visit their website at escrow.actionlife.com.

	DOCUMENTS REQUESTED:	*Civil Code Section:*	*Fee:*
☐	Purchase/Refinance Demand	4525	$ 420.00
☐	Lender's Cert. (# of Pages__________)		225.00
☐	CC&R's	4525(a)(1)	50.00
☐	By-Laws	4525(a)(1)	40.00
☐	Articles of Incorporation	4525(a)(1)	40.00
☐	Budget (per year)	5300 and 4525(a)(3),(4),(8)	40.00
☐	Financial Statement (per mo.)	4525(a)(3)	30.00
☐	Minutes (12 Months)	4525(a)(10)	90.00
☐	Management Contract		30.00
☐	Rules & Regulations	4525(a)(1)	30.00
☐	Reserve Study	5300 and 4525(a)(3),(4)	50.00
☐	Financial Stmt Review/Audit Report	5305 and 4525(a)(3)	40.00
☐	Litigation Disclosure (if applicable)	4525(a)(6),(7) and 6000 and 6100	0.00
☐	Violation Disclosure (if applicable)	5855 and 4525(a)(5)	0.00
☐	Other:		0.00
☐	Rush Fee (Five Business Days)		115.00
☐	Rush Fee (Three Business Days)		150.00
☐	Rush Fee (Next Business Day)		300.00
	TOTAL FEES FOR THESE DOCUMENTS: $		

PLEASE NOTE: *If escrow is canceled within 90 days of the date of this statement, the Purchase/Refinance Demand Fee will be refunded less a cancellation fee of $100.*

Please be aware there is an additional transfer fee of $250, which is due at the time of closing and can be paid by either the buyer or seller. This fee is not for a specific document but covers the cost new account setup, and all processes associated with it.

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

O 800.400.2284
O 949.450.0202
F 949.450.0303

2603 MAIN STREET, SUITE 500
IRVINE, CA 92614
COMMUNITYCARE@ACTIONLIFE.COM
ACTIONLIFE.COM

EXHIBIT F

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5730 and payment plan standards consistent with CC §5665:

1. Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received.

2. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

3. Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association. (CC §5650(a) and (b))

4. Unpaid assessments are delinquent **30 days** after they are due. (CC&R's, **Art.** VI, §2; CC §5650(b)). A late charge of **$10.00** will be charged for any assessment which is not paid in full within **30 days** of the due date. (CC&R's, **Art.VI,** §1 CC §5650(b)(2)).

5. Interest on the balance due will accrue at the rate of **12% per annum**; commencing **thirty (30) days** after the assessment becomes due. (CC&R's, **Art.VI,** §1; CC §5650(b)(3)).

6. Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

7. If any assessment becomes delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

8. Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). (CC §4040(b)) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the

Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

9. Without prejudice to its right to continue with and/or take other collection action, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §5855 and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §4510)

10. Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660, by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

11. An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy. (CC §5915; §5660(f))

12. Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the standards for payment plans set forth herein below.

13. A delinquent owner may also request a payment plan to satisfy his or her debt, without first meeting with the board. Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts, which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §5665)

14. If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within forty-five (45) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5705(c))

15. A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675(e)) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

16. Prior to initiating foreclosure of any lien, the Association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, and/or in alternative dispute resolution with a neutral third party pursuant to CC §5900 and §5925 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

17. The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches $1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

18. If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, 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 Property shall be treated as the owner's mailing address. (CC §5705(d))

19. Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685)

20. Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.

21. The mailing address for overnight payment of assessments, notices or requests, is: c/o Action Property Management, Inc., 320 Commerce, Suite 200, Irvine, CA 92602.

22. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

Adopted by the Board of Directors 10/28/2024

EXHIBIT G

IRVINE GROVES

ENFORCEMENT POLICY AND FINE SCHEDULE

If the Board of Directors of the Association receives a complaint or written Violation Report (attached hereto and incorporated herein by this reference) from a member of the Association or observes that an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

1. ***Notice of Violation***. A letter will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The letter will include the following information: a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action.

2. ***Notice of Hearing***: If the violation is not cured within the timeframe set forth in the Notice of Violation letter, a Notice of Hearing will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The Notice of Hearing will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, (d) the time, date and place of the next Board meeting at which the violation will be addressed in a hearing held in executive session. A copy of the Association's Enforcement Policy and Fine Schedule will be enclosed with the Notice of Hearing. The Notice of Hearing shall be sent at least ten (10) days prior to the scheduled hearing date.

3. ***Hearing***. On the date and at the time set forth in the Notice of Hearing the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement, evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

4. ***Disciplinary Action***. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) levying an assessment pursuant to the CC&R's, (b) levying a fine, in accordance with the Association's Fine Schedule, and/or(c) suspending the owner's membership privileges; however, this does not relieve the owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents. Any suspension shall be for a period of time not exceeding thirty (30) days for any non-continuing violation. In the case of a continuing violation, such suspension may continue for as long as the violation continues.

5. ***Written Findings***. Within fifteen (15) days following the hearing, the Board of Directors shall provide the member a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

6. ***Internal Dispute Resolution.*** If the violation is not cured after the hearing, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 1363.840.

7. *Legal Action.* The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel. Certain violations may result in the immediate filing of a lawsuit.

FINE SCHEDULE

1. Each violation: $100.00 or temporary suspension of voting and/or recreational facilities use and voting rights.

2. Second violation: (i.e., same violation is repeated a second time in the same year); $200.00, and/or temporary suspension of recreational facilities use and voting rights.

3. Continuing violation (i.e., the violation is never cured): After the first month, each consecutive month thereafter, after notice and hearing, the Board may impose an escalating fine of up to $300.00 per month. For example, if the violation is failure to build in accordance with the approved plans, then the Board can impose a #100.00 fine the first month, a $200.00 fine the second month, and a $300.00 fine the third month and each month thereafter until the violation is cured.

4. At any time the Board of Directors may seek the assistance of legal counsel and or initiate legal proceedings to gain a member's compliance with the Association's governing documents and Rules and Regulations. If legal action is initiated and the Association prevails, then it will be entitled to seek reimbursement of attorney fees under California Code Section 1354 and Article XI, Section 4 of CC&R's.

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

Adopted by the Board of Directors on January 17, 2013

IRVINE GROVES HOMEOWERNS ASSOCIATION
VIOLATION REPORT

The purpose of this form is to report an alleged violation of the Irvine Groves Homeowners Association governing documents. Please note that as the reporting party, you may be called as a witness at a hearing before the Board and the alleged violating member may be given the opportunity to examine this report or ask questions of you as part of his or her due process rights. Your signature on this Violation Report indicates your willingness to be present at a hearing for purposes of determining whether a violation has occurred.

I. Reporting Party:

Name: ____

Address: ____

Phone: ____

II. Description of alleged violation (fill in as completely as possible)

____
____
____
____

Date: _____________ Time: _____________ Location: ____________________

III. Description of Alleged Violator

Name: ____________________________ Phone No.: ____________________

Address: ____

Additional Witness:

Name: ____

Address: ____

Signature of Reporting Party: ______________________________ Date: __________

Once completed, please return this report to Irvine Groves Homeowners Association, c/o Action Property Management, 2603 Main Street, Suite 500, Irvine, CA 92614.
THE ALLEGED VIOLATOR MAY HAVE A RIGHT TO A COPY OF THIS REPORT. THE ASSOCIATION DOES NOT GUARANTEE THAT THIS REPORT WILL REMAIN CONFIDENTIAL.

EXHIBIT H

IRVINE GROVES

Architectural Requirements

The following are specific requirements (rules and regulations) that Irvine Groves Homeowners Association expects from a resident planning to make changes to the outside of a residence.

Any changes made to a property that can be seen from the common areas around the property requires and Architectural Permit. This includes but is not limited to antennas for satellite dishes, changes to walls, doors, walkways, lighting, patios and landscaping.

If it is not a permanent fixture, it does not require a permit.

The homeowners must present the Architectural Permit to the committee before any work begins. The Architectural Committee has 30 days in which to respond.

The homeowner must have a valid, signed, permit from the City of Irvine for any work that requires a permit, prior to submitting a request for change to the Architectural Committee. It is the resident's responsibility to determine if a city permit is required.

The homeowner must have a realistic drawing, brochure or photograph of what is to be accomplished. This would be required by the City of Irvine, but if a permit is not required, IGHOA will need to see what is being requested.

The Architectural Permit must be signed by all committee members and at least one Board member for final approval to be valid. A committee member will be responsible for obtaining these signatures, not the resident.

Mailboxes other than standard mailboxes are *not* allowed. The standard mailbox is black with black trim. These are available by contacting the management company.

Gates must be the color of the house or, if wrought iron, gates may be black.

Wrought iron fencing can be placed on top of a proposed wall.

The color of the wrought iron should be black or the color of the house.

Garage doors may be constructed of wood or steel and have appropriate windows. But, the door must be painted white or the color of the house.

When and if painting is scheduled for the complex, which is at the sitting Boards discretion, a steel garage door will require an assessment to the homeowner because steel garage doors require a special paint just for metal.

Prior approval of modifications to a structure does not mean that similar or same modifications will be approved for another structure (from The Condominium Bluebook, 2001, page 50 "The fact that an association has permitted or approved a certain activity or alteration by a particular owner at one time does not mean that the association must permit or approve that same activity by the same or a different owner at a later time.") Nor, does similar or same modifications mean that an Architectural Permit is not required. The permit becomes a permanent record for the resident, and is passed from homeowner to homeowner.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

FROM OUR CC&R's
ARTICLE VIII - ARCHITECTURAL CONTOL COMMITTEE
Section1. Approval by Architectural Committee. No fence, wall building, or other structure, or exterior addition to or change or alteration thereof (including air conditioner installation and
painting), shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on any of the real property within The Original Property (including Common Areas) until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design and landscaping, shall have been submitted to and approved in writing by and architectural committee, initially to be appointed by Declarant, and the City of Irvine. In addition, no shrub which as maturity and without pruning thereof would exceed three feet in height, tree or hedge shall be planted or placed on any of the real property within The Original Property (including Common Areas) until plans and specifications showing the type of shrub, tree or hedge and the proposed location and elevation thereof (including the location and elevation of same in relation to neighboring property) shall have been submitted to and approved in writing by such architectural committee. Provided that Declarant, and its successors or assigns who participate in the original construction of The Original Property, shall not be required to comply with the provisions of this Section 1. All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or its authorized agent to the architectural committee and the City of Irvine.

Approval shall be based, among other things, on all conditions of approval of Tract Map 7597 as approved by the City of Irvine; adequacy of site dimensions; adequacy of structural design and material; conformity and harmony of external design with neighboring structures; effect of location and us of improvements on neighboring property, improvements, operations and uses; relation of topography, grade and finished ground elevation of the property being improved to that of neighboring property; proper facing of main elevations with respect to nearby streets, preservation of natural view and esthetic beauty; and conformity of the plans specifications to the purpose and general plan and intent of the Declaration. In any event, the architectural committee shall have the right to require any Member to remove, trim, top, or prune any shrub, tree, or hedge which such committee believes impedes the view of any Lot.

Section 2. Term of Architectural Committee Appointed by Declarant. See your CC&R's.

Section 3. Failure to approve or Disapprove Plans and Specifications, in the event the architectural committee, or its designated representatives, fails to either approve or disapprove such plans and specifications within (30) days after the same have been submitted to it, It shall be conclusively presumed that the architectural committee has approved such plans and specifications. All improvement work approved by the architectural committee shall be diligently completed.

Section 4. No Liability. See your CC&R's

Section 5. Notice of Noncompliance or Noncompletion. Not with standing; anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other government authority for any improvement, said improvement shall, in favor of purchasers and encumbrances in good faith and or value, be deemed to be in compliance with all provisions of this Article VII, unless actual notice of such noncompliance or no completion, executed by the architectural committee, shall appear of record in the office of the County Recorder of Orange County, California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 6. Variances. Where circumstances, such as topography, location of trees, or other matters require, the architectural committee, by the vote or written consent of a majority of the members thereof, may allow reasonable variance as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of such committee, on such the improvement and development of The Original Property; and provided, however, that all such variances shall comply with all development standards, law and ordinances of the City of Irvine and Tract 7597, as approved by the City of Irvine.

Adopted by the Board on January 17, 2013

Irvine Groves Homeowners Association

Current Financial Statements

ACTION
PROPERTY MANAGEMENT

ACTION PROPERTY MANAGEMENT

Balance Sheet - Comparative - Operating
Irvine Groves Homeowners Association
End Date: 8/31/2025

Date: 9/3/2025
Time: 5:20 pm
Page: 1

	Current Balance at 8/31/2025	Prior Month Balance at 07/31/2025	Change
Assets			
Operating Cash			
10-110000-00-00 Sunwest - OP - 3821	$ 89,546.03	$ 94,060.10	$ (4,514.07)
Total Operating Cash:	$ $89,546.03	$ $94,060.10	$ **(4,514.07)**
Reserve Cash			
11-160000-00-99 Sunwest - RS - 3848	$ 63,961.39	$ 63,960.88	$ 0.51
11-165000-00-99 MS - RS - 7631	406,379.93	391,891.18	14,488.75
11-165100-00-99 MSSB Investments	803,000.00	803,000.00	-
Total Reserve Cash:	$ $1,273,341.32	$ $1,258,852.06	$ **14,489.26**
Accounts Receivable			
14-120000-00-00 Assessments Receivable	$ 14,382.37	$ 14,098.18	$ 284.19
14-124000-00-00 Allowance for Doubt Accounts	(11,421.93)	(11,017.52)	(404.41)
Total Accounts Receivable:	$ $2,960.44	$ $3,080.66	$ **(120.22)**
Prepaid Expenses			
15-144000-00-00 Prepaid Ins	$ 65,078.22	$ 58,004.64	$ 7,073.58
Total Prepaid Expenses:	$ $65,078.22	$ $58,004.64	$ **7,073.58**
Total Assets:	$ **1,430,926.01**	$ **1,413,997.46**	$ **16,928.55**
Liabilities & Equity			
Current Liabilities			
20-200500-00-00 A/P - Audit	$ 14,574.00	$ 14,574.00	$ -
20-206000-00-00 Income Tax Payable	13,549.00	13,549.00	-
Total Current Liabilities:	$ $28,123.00	$ $28,123.00	$ **-**
Other Liabilites			
23-203000-00-00 Prepaid Asmts	$ 23,690.76	$ 26,779.76	$ (3,089.00)
23-205200-00-00 Clubhouse Deposits	400.00	600.00	(200.00)
23-205500-00-00 Close of Escrow	480.00	480.00	-
Total Other Liabilites:	$ $24,570.76	$ $27,859.76	$ **(3,289.00)**

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Reserve Funded			
35-263400-00-99 Camera/CCTV System	$ 4,107.59	$ 4,107.59	$ -
35-263800-00-99 Clubhouse	84,029.21	84,663.97	(634.76)
35-268400-00-99 Fencing / Walls	36,411.94	35,960.94	451.00
35-270600-00-99 Interest	42,050.98	38,425.96	3,625.02
35-271000-00-99 Irrgtn Controllers	3,733.69	3,570.69	163.00
35-271200-00-99 Irrgtn Enclosures	1,314.50	1,221.50	93.00
35-271400-00-99 Landscape	81,437.35	81,126.35	311.00
35-271800-00-99 Light Pole W/Lantern	28,973.66	28,804.66	169.00
35-273000-00-99 Mailboxes/Signs	4,584.00	4,011.00	573.00
35-274200-00-99 Paint	266,843.48	262,730.48	4,113.00
35-275800-00-99 Pavement/Str/Dr	583,219.10	578,538.10	4,681.00
35-276600-00-99 Pool / Spa	117,119.90	115,951.90	1,168.00
35-279800-00-99 Roofs	3,144.00	2,751.00	393.00
35-280200-00-99 Signage / Monuments	8,880.42	8,463.42	417.00
35-282800-00-99 Tennis/Bball Crts	38,051.50	37,634.50	417.00
35-283600-00-99 Tree Maintenance	(40,560.00)	(39,110.00)	(1,450.00)
35-284000-00-99 Current Year Adjustments	10,000.00	10,000.00	-
Total Reserve Funded:	$ $1,273,341.32	$ $1,258,852.06	**$ 14,489.26**
Operating Equity			
38-250000-00-00 Equity / <Deficit>	$ 80,684.64	$ 80,684.64	$ -
Net Income / (Loss)	24,206.29	18,478.00	5,728.29
Total Operating Equity:	$ $104,890.93	$ $99,162.64	$ -
Total Liabilities & Equity:	**$ 1,430,926.01**	**$ 1,413,997.46**	**$ 16,928.55**

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

ACTION PROPERTY MANAGEMENT	Income Statement - Operating		
	Irvine Groves Homeowners Association	Date:	9/3/2025
	08/01/2025 to 08/31/2025	Time:	5:20 pm
		Page:	1

Description	Current Period Actual	Current Period Budget	Current Period Variance	Year-to-date Actual	Year-to-date Budget	Year-to-date Variance	Annual Budget
OPERATING INCOME							
Assessment Revenue							
300000-00-00 Member Assessments	$69,300.00	$69,300.00	$-	$554,400.00	$554,400.00	$-	$831,600.00
Total Assessment Revenue	$69,300.00	$69,300.00	$-	$554,400.00	$554,400.00	$0.00	$831,600.00
Collection Revenue							
321000-00-00 Late Charges	60.00	100.00	(40.00)	300.00	800.00	(500.00)	1,200.00
323000-00-00 Interest Charges	77.98	-	77.98	407.87	-	407.87	-
325000-00-00 Collection Charges	-	195.00	(195.00)	650.00	1,560.00	(910.00)	2,340.00
326000-00-00 Dishonored Remit	-	-	-	105.00	-	105.00	-
327000-00-00 Violations	100.00	-	100.00	600.00	-	600.00	-
Total Collection Revenue	$237.98	$295.00	($57.02)	$2,062.87	$2,360.00	($297.13)	$3,540.00
Homeowners Charges							
332000-00-00 Clubhouse Rental	-	-	-	200.00	-	200.00	-
334000-00-00 Key Fees	200.00	-	200.00	800.00	-	800.00	-
Total Homeowners Charges	$200.00	$-	$200.00	$1,000.00	$-	$1,000.00	$-
Interest Income							
370200-00-99 Interest Income-RSV	3,625.02	1,000.00	2,625.02	42,050.98	8,000.00	34,050.98	12,000.00
Total Interest Income	$3,625.02	$1,000.00	$2,625.02	$42,050.98	$8,000.00	$34,050.98	$12,000.00
Total OPERATING INCOME	**$73,363.00**	**$70,595.00**	**$2,768.00**	**$599,513.85**	**$564,760.00**	**$34,753.85**	**$847,140.00**
OPERATING EXPENSE							
Utilities							
402000-00-00 Gas	928.61	2,800.00	1,871.39	25,175.01	22,400.00	(2,775.01)	33,600.00
404000-00-00 Electricity	2,414.52	2,842.00	427.48	21,134.60	22,736.00	1,601.40	34,104.00
405500-00-00 Internet/T-1 Contr	90.00	-	(90.00)	720.00	-	(720.00)	-
408000-00-00 Water	4,963.66	2,578.00	(2,385.66)	21,512.26	20,624.00	(888.26)	30,936.00
408500-00-00 Web Hosting	-	120.00	120.00	-	960.00	960.00	1,440.00
Total Utilities	$8,396.79	$8,340.00	($56.79)	$68,541.87	$66,720.00	($1,821.87)	$100,080.00
Pool/Spa							
421000-00-00 Pool/Spa-Contract	760.00	760.00	-	6,080.00	6,080.00	-	9,120.00
422000-00-00 Pool/Spa-Extras	2,075.75	1,000.00	(1,075.75)	7,727.12	8,000.00	272.88	12,000.00
423000-00-00 Pool/Spa Supplies	1,217.75	1,250.00	32.25	4,228.03	10,000.00	5,771.97	15,000.00
Total Pool/Spa	$4,053.50	$3,010.00	($1,043.50)	$18,035.15	$24,080.00	$6,044.85	$36,120.00
Landscape							
481000-00-00 Landscape Maintenance-Contract	10,862.00	10,760.00	(102.00)	86,596.00	86,080.00	(516.00)	129,120.00
483000-00-00 Landscape-Extras	-	1,250.00	1,250.00	4,500.00	10,000.00	5,500.00	15,000.00
487000-00-00 Irrigation Repairs	-	650.00	650.00	6,164.24	5,200.00	(964.24)	7,800.00
489000-00-00 Backflow	90.00	25.00	(65.00)	135.00	200.00	65.00	300.00
Total Landscape	$10,952.00	$12,685.00	$1,733.00	$97,395.24	$101,480.00	$4,084.76	$152,220.00
Common Area							
508000-00-00 Common Area Maintenance	4,171.50	3,500.00	(671.50)	27,703.36	28,000.00	296.64	42,000.00
523000-00-00 Fire Extinguisher Service	-	50.00	50.00	95.00	400.00	305.00	600.00
546000-00-00 Janitorial-Contract	859.24	818.00	(41.24)	7,125.55	6,544.00	(581.55)	9,816.00
546500-00-00 Janitorial Extras	137.25	175.00	37.75	560.32	1,400.00	839.68	2,100.00
547000-00-00 Janitorial Supplies	102.84	250.00	147.16	1,207.19	2,000.00	792.81	3,000.00
549000-00-00 Keys/Locks	-	50.00	50.00	-	400.00	400.00	600.00
551000-00-00 Light Maintenance-Contract	-	158.00	158.00	787.50	1,264.00	476.50	1,896.00
561000-00-00 Patrol - Contract	-	50.00	50.00	-	400.00	400.00	600.00
565000-00-00 Pest Control-Contract	347.00	414.00	67.00	2,776.00	3,312.00	536.00	4,968.00
565500-00-00 Pest Control-Extras	-	125.00	125.00	-	1,000.00	1,000.00	1,500.00
568000-00-00 Plumbing Repairs	-	100.00	100.00	621.00	800.00	179.00	1,200.00
Total Common Area	$5,617.83	$5,690.00	$72.17	$40,875.92	$45,520.00	$4,644.08	$68,280.00
General and Administrative							
602000-00-00 Annual Review/Audit	-	163.00	163.00	2,140.00	1,304.00	(836.00)	1,956.00

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

ACTION PROPERTY MANAGEMENT

Income Statement - Operating
Irvine Groves Homeowners Association
08/01/2025 to 08/31/2025

Description	Current Period Actual	Current Period Budget	Current Period Variance	Year-to-date Actual	Year-to-date Budget	Year-to-date Variance	Annual Budget
608000-00-00 Bad Debt Expense	$404.41	$20.00	($384.41)	$3,923.81	$160.00	($3,763.81)	$240.00
612000-00-00 Collection/Delinquency	-	150.00	150.00	2,290.00	1,200.00	(1,090.00)	1,800.00
615000-00-00 Dues/Licenses/Fees	-	150.00	150.00	538.00	1,200.00	662.00	1,800.00
633000-00-00 Income Tax-Federal	(2,008.28)	200.00	2,208.28	(608.28)	1,600.00	2,208.28	2,400.00
633500-00-00 Income Tax-State	(120.00)	50.00	170.00	2,482.92	400.00	(2,082.92)	600.00
635000-00-00 Insurance	13,186.00	12,950.00	(236.00)	105,488.00	103,600.00	(1,888.00)	155,400.00
636000-00-00 Insurance-Earthquake	3,635.74	4,080.00	444.26	29,033.73	32,640.00	3,606.27	48,960.00
639000-00-00 Late Service Fee	-	90.00	90.00	400.00	720.00	320.00	1,080.00
642500-00-00 Legal Fees-Collection	556.50	150.00	(406.50)	3,308.00	1,200.00	(2,108.00)	1,800.00
643500-00-00 Legal Fees-General	232.20	700.00	467.80	7,274.28	5,600.00	(1,674.28)	8,400.00
650000-00-00 Management-Administrative Costs	-	270.00	270.00	3,200.00	2,160.00	(1,040.00)	3,240.00
652000-00-00 Management Fees	4,303.00	4,387.00	84.00	34,424.00	35,096.00	672.00	52,644.00
668000-00-00 Office Supplies/Expense	-	550.00	550.00	3,380.15	4,400.00	1,019.85	6,600.00
691000-00-00 Reserve Study	-	60.00	60.00	400.00	480.00	80.00	720.00
695000-00-00 Social	1,400.00	3,500.00	2,100.00	3,533.79	28,000.00	24,466.21	42,000.00
Total General and Administrative	$21,589.57	$27,470.00	$5,880.43	$201,208.40	$219,760.00	$18,551.60	$329,640.00
Reserve Funding							
803800-00-99 Clubhouse	451.00	451.00	-	3,608.00	3,608.00	-	5,412.00
808400-00-99 Fencing/Walls	451.00	451.00	-	3,608.00	3,608.00	-	5,412.00
810600-00-99 Interest	3,625.02	-	(3,625.02)	42,050.98	-	(42,050.98)	-
811000-00-99 Irrigation Controllers	163.00	163.00	-	1,304.00	1,304.00	-	1,956.00
811200-00-99 Irrigation	93.00	93.00	-	744.00	744.00	-	1,116.00
811400-00-99 Landscape	311.00	311.00	-	2,488.00	2,488.00	-	3,732.00
811800-00-99 Light Pole W/Lantern	169.00	169.00	-	1,352.00	1,352.00	-	2,028.00
813000-00-99 Mailboxes/Signs	573.00	573.00	-	4,584.00	4,584.00	-	6,876.00
814200-00-99 Paint	4,113.00	4,113.00	-	32,904.00	32,904.00	-	49,356.00
815800-00-99 Pavement/Streets/Driveways	4,681.00	4,681.00	-	37,448.00	37,448.00	-	56,172.00
816600-00-99 Pool/Spa	1,168.00	1,168.00	-	9,344.00	9,344.00	-	14,016.00
819800-00-99 Roofs	393.00	393.00	-	3,144.00	3,144.00	-	4,716.00
820200-00-99 Signage/Monuments	417.00	417.00	-	3,336.00	3,336.00	-	5,004.00
822800-00-99 Tennis/Basketball Courts	417.00	417.00	-	3,336.00	3,336.00	-	5,004.00
Total Reserve Funding	$17,025.02	$13,400.00	($3,625.02)	$149,250.98	$107,200.00	($42,050.98)	$160,800.00
Reserve Expenses							
903800-00-99 Clubhouse	1,085.76	-	(1,085.76)	1,960.76	-	(1,960.76)	-
908400-00-99 Fencing / Walls	-	-	-	1,800.00	-	(1,800.00)	-
916600-00-99 Pool / Spa	-	-	-	2,937.05	-	(2,937.05)	-
920200-00-99 Signage / Monuments	-	-	-	1,412.50	-	(1,412.50)	-
923600-00-99 Tree Maintenance	1,450.00	-	(1,450.00)	55,440.00	-	(55,440.00)	-
999900-00-99 RSV Exp Clearing	(2,535.76)	-	2,535.76	(63,550.31)	-	63,550.31	-
Total Reserve Expenses	$-	$-	$-	$-	$-	$0.00	$-
Total OPERATING EXPENSE	**$67,634.71**	**$70,595.00**	**$2,960.29**	**$575,307.56**	**$564,760.00**	**($10,547.56)**	**$847,140.00**
Net Income:	**$5,728.29**	**$0.00**	**$5,728.29**	**$24,206.29**	**$0.00**	**$24,206.29**	**$0.00**

ACTION PROPERTY MANAGEMENT

Income Statement Summary - Operating
Irvine Groves Homeowners Association
Fiscal Period: August 2025

Date: 9/3/2025
Time: 5:20 pm
Page: 1

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
OPERATING INCOME													
Assessment Revenue													
300000-00-00 Member Assessments	$69,300.00	$69,300.00	$69,300.00	$69,300.00	$69,300.00	$69,300.00	$69,300.00	$69,300.00	$-	$-	$-	$-	$554,400.00
Total Assessment Revenue	**69,300.00**	**69,300.00**	**69,300.00**	**69,300.00**	**69,300.00**	**69,300.00**	**69,300.00**	**69,300.00**	**-**	**-**	**-**	**-**	**554,400.00**
Collection Revenue													
321000-00-00 Late Charges	-	50.00	-	50.00	20.00	70.00	50.00	60.00	-	-	-	-	300.00
323000-00-00 Interest Charges	44.54	56.54	35.39	58.14	49.16	65.41	20.71	77.98	-	-	-	-	407.87
325000-00-00 Collection Charges	250.00	150.00	-	-	-	250.00	-	-	-	-	-	-	650.00
326000-00-00 Dishonored Remit	-	-	(35.00)	70.00	35.00	-	35.00	-	-	-	-	-	105.00
327000-00-00 Violations	-	200.00	-	300.00	-	-	-	100.00	-	-	-	-	600.00
Total Collection Revenue	**294.54**	**456.54**	**0.39**	**478.14**	**104.16**	**385.41**	**105.71**	**237.98**	**-**	**-**	**-**	**-**	**2,062.87**
Homeowners Charges													
332000-00-00 Clubhouse Rental	50.00	-	50.00	(150.00)	150.00	50.00	50.00	-	-	-	-	-	200.00
334000-00-00 Key Fees	100.00	100.00	-	-	100.00	-	300.00	200.00	-	-	-	-	800.00
Total Homeowners Charges	**150.00**	**100.00**	**50.00**	**(150.00)**	**250.00**	**50.00**	**350.00**	**200.00**	**-**	**-**	**-**	**-**	**1,000.00**
Interest Income													
370200-00-99 Interest Income-RSV	230.26	219.72	18,257.04	11,068.88	621.60	7,531.12	497.34	3,625.02	-	-	-	-	42,050.98
Total Interest Income	**230.26**	**219.72**	**18,257.04**	**11,068.88**	**621.60**	**7,531.12**	**497.34**	**3,625.02**	**-**	**-**	**-**	**-**	**42,050.98**
Total OPERATING INCOME	**69,974.80**	**70,076.26**	**87,607.43**	**80,697.02**	**70,275.76**	**77,266.53**	**70,253.05**	**73,363.00**	**-**	**-**	**-**	**-**	**599,513.85**
OPERATING EXPENSE													
Utilities													
402000-00-00 Gas	4,623.53	5,068.57	4,340.98	4,003.44	2,949.16	2,053.48	1,207.24	928.61	-	-	-	-	25,175.01
404000-00-00 Electricity	2,695.30	2,614.57	2,390.04	1,813.39	2,389.63	2,389.52	4,427.63	2,414.52	-	-	-	-	21,134.60
405500-00-00 Internet/T-1 Contr	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	-	-	-	-	720.00
408000-00-00 Water	2,696.61	2,358.73	1,882.69	1,491.57	1,720.04	3,050.87	3,348.09	4,963.66	-	-	-	-	21,512.26
Total Utilities	**10,105.44**	**10,131.87**	**8,703.71**	**7,398.40**	**7,148.83**	**7,583.87**	**9,072.96**	**8,396.79**	**-**	**-**	**-**	**-**	**68,541.87**
Pool/Spa													
421000-00-00 Pool/Spa-Contract	760.00	760.00	760.00	760.00	760.00	760.00	760.00	760.00	-	-	-	-	6,080.00
422000-00-00 Pool/Spa-Extras	692.35	1,153.68	1,460.87	-	1,828.47	516.00	-	2,075.75	-	-	-	-	7,727.12
423000-00-00 Pool/Spa Supplies	-	-	546.88	657.75	543.55	1,025.10	237.00	1,217.75	-	-	-	-	4,228.03
Total Pool/Spa	**1,452.35**	**1,913.68**	**2,767.75**	**1,417.75**	**3,132.02**	**2,301.10**	**997.00**	**4,053.50**	**-**	**-**	**-**	**-**	**18,035.15**

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ACTION PROPERTY MANAGEMENT

Income Statement Summary - Operating
Irvine Groves Homeowners Association
Fiscal Period: August 2025

Date:	9/3/2025
Time:	5:20 pm
Page:	2

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
Landscape													
481000-00-00 Landscape Maintenance-Contract	$10,762.00	$10,762.00	$10,762.00	$10,862.00	$10,862.00	$10,862.00	$10,862.00	$10,862.00	$-	$-	$-	$-	$86,596.00
483000-00-00 Landscape-Extras	475.00	-	-	490.00	-	-	3,535.00	-	-	-	-	-	4,500.00
487000-00-00 Irrigation Repairs	856.56	-	-	298.20	1,753.49	568.08	2,687.91	-	-	-	-	-	6,164.24
489000-00-00 Backflow	-	-	-	-	-	45.00	-	90.00	-	-	-	-	135.00
Total Landscape	**12,093.56**	**10,762.00**	**10,762.00**	**11,650.20**	**12,615.49**	**11,475.08**	**17,084.91**	**10,952.00**	**-**	**-**	**-**	**-**	**97,395.24**
Common Area													
508000-00-00 Common Area Maintenance	1,102.50	-	5,886.42	-	900.00	7,793.12	7,849.82	4,171.50	-	-	-	-	27,703.36
523000-00-00 Fire Extinguisher Service	-	-	-	-	-	95.00	-	-	-	-	-	-	95.00
546000-00-00 Janitorial-Contract	973.62	859.24	996.49	859.24	859.24	859.24	859.24	859.24	-	-	-	-	7,125.55
546500-00-00 Janitorial Extras	9.07	-	-	137.25	139.50	45.75	91.50	137.25	-	-	-	-	560.32
547000-00-00 Janitorial Supplies	57.99	294.78	48.75	282.97	61.73	-	358.13	102.84	-	-	-	-	1,207.19
551000-00-00 Light Maintenance-Contract	157.50	-	315.00	-	-	315.00	-	-	-	-	-	-	787.50
565000-00-00 Pest Control-Contract	347.00	347.00	347.00	347.00	347.00	347.00	347.00	347.00	-	-	-	-	2,776.00
568000-00-00 Plumbing Repairs	621.00	-	-	-	-	-	-	-	-	-	-	-	621.00
Total Common Area	**3,268.68**	**1,501.02**	**7,593.66**	**1,626.46**	**2,307.47**	**9,455.11**	**9,505.69**	**5,617.83**	**-**	**-**	**-**	**-**	**40,875.92**

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Income Statement Summary - Operating
Irvine Groves Homeowners Association
Fiscal Period: August 2025

Date: 9/3/2025
Time: 5:20 pm
Page: 3

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
General and Administrative													
602000-00-00 Annual Review/Audit	$-	$-	$-	$-	$-	$-	$2,140.00	$-	$-	$-	$-	$-	$2,140.00
608000-00-00 Bad Debt Expense	539.54	64.79	353.54	424.06	1,055.93	-	1,081.54	404.41	-	-	-	-	3,923.81
612000-00-00 Collection/Delinquency	1,035.00	785.00	-	115.00	-	105.00	250.00	-	-	-	-	-	2,290.00
615000-00-00 Dues/Licenses/Fees	-	-	-	-	-	538.00	-	-	-	-	-	-	538.00
633000-00-00 Income Tax-Federal	-	-	-	1,400.00	-	-	-	(2,008.28)	-	-	-	-	(608.28)
633500-00-00 Income Tax-State	-	-	-	3,200.00	-	(597.08)	-	(120.00)	-	-	-	-	2,482.92
635000-00-00 Insurance	13,186.00	13,186.00	13,186.00	13,186.00	13,186.00	13,186.00	13,186.00	13,186.00	-	-	-	-	105,488.00
636000-00-00 Insurance-Earthquake	3,618.33	3,618.33	3,618.37	3,635.74	3,635.74	3,635.74	3,635.74	3,635.74	-	-	-	-	29,033.73
639000-00-00 Late Service Fee	80.00	130.00	-	50.00	-	70.00	70.00	-	-	-	-	-	400.00
642500-00-00 Legal Fees-Collection	-	-	370.50	751.00	328.00	164.00	1,138.00	556.50	-	-	-	-	3,308.00
643500-00-00 Legal Fees-General	-	-	1,546.50	755.50	1,022.00	715.50	3,002.58	232.20	-	-	-	-	7,274.28
650000-00-00 Management-Administrative Costs	970.00	1,520.00	-	350.00	-	240.00	120.00	-	-	-	-	-	3,200.00
652000-00-00 Management Fees	4,303.00	4,303.00	4,303.00	4,303.00	4,303.00	4,303.00	4,303.00	4,303.00	-	-	-	-	34,424.00
668000-00-00 Office Supplies/Expense	234.19	396.49	-	862.73	-	562.49	1,324.25	-	-	-	-	-	3,380.15
691000-00-00 Reserve Study	-	-	-	-	-	-	400.00	-	-	-	-	-	400.00
695000-00-00 Social	-	-	-	-	850.00	426.79	857.00	1,400.00	-	-	-	-	3,533.79
Total General and Administrative	**23,966.06**	**24,003.61**	**23,377.91**	**29,033.03**	**24,380.67**	**23,349.44**	**31,508.11**	**21,589.57**	**-**	**-**	**-**	**-**	**201,208.40**

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ACTION PROPERTY MANAGEMENT

Income Statement Summary - Operating

Irvine Groves Homeowners Association

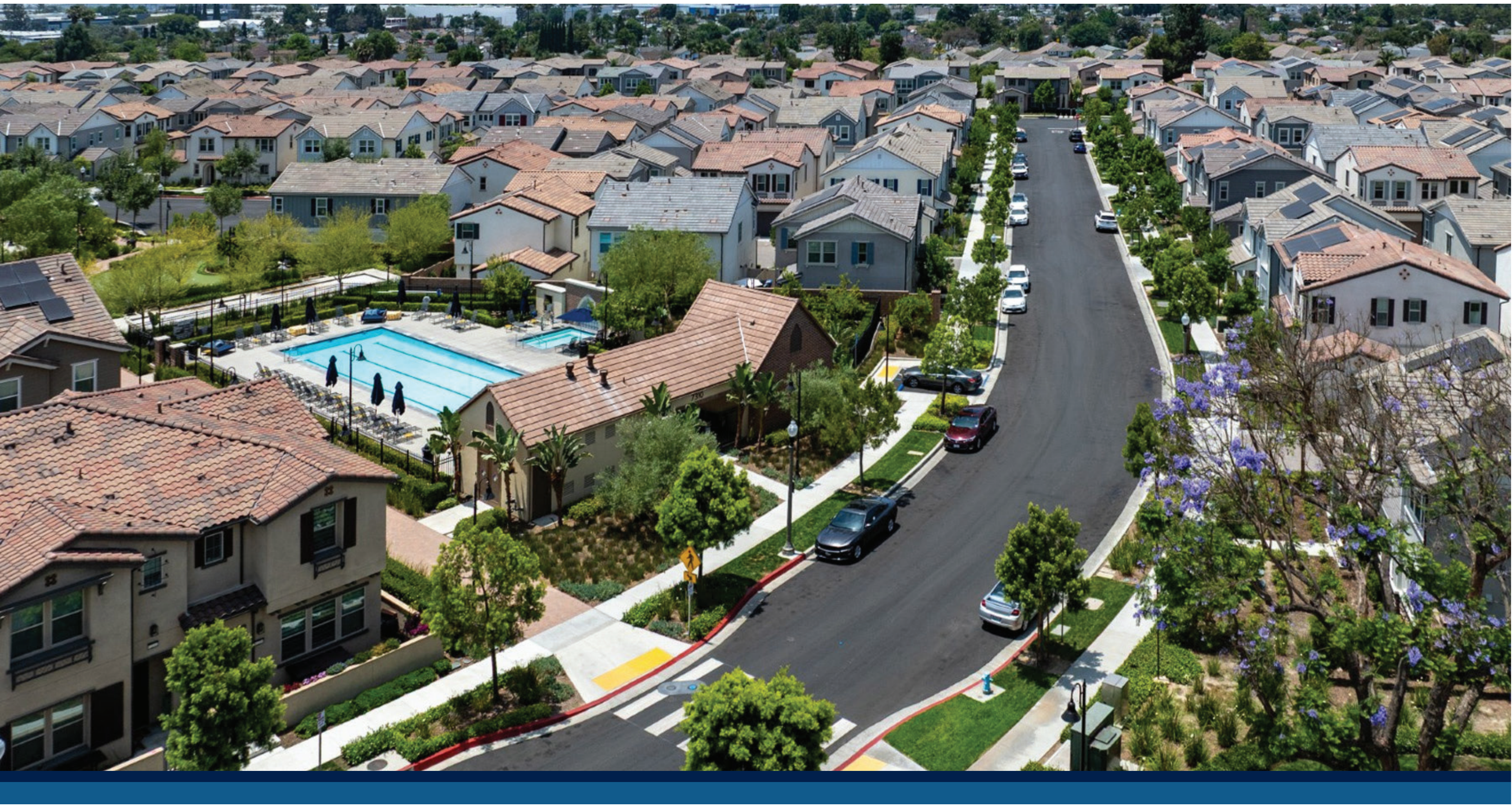
Fiscal Period: August 2025

Account	January	February	March	April	May	June	July	August	September	October	November	December	Total
Reserve Funding													
803800-00-99 Clubhouse	$451.00	$451.00	$451.00	$451.00	$451.00	$451.00	$451.00	$451.00	$-	$-	$-	$-	$3,608.00
808400-00-99 Fencing/Walls	451.00	451.00	451.00	451.00	451.00	451.00	451.00	451.00	-	-	-	-	3,608.00
810600-00-99 Interest	230.26	219.72	18,257.04	11,068.88	621.60	7,531.12	497.34	3,625.02	-	-	-	-	42,050.98
811000-00-99 Irrigation Controllers	163.00	163.00	163.00	163.00	163.00	163.00	163.00	163.00	-	-	-	-	1,304.00
811200-00-99 Irrigation	93.00	93.00	93.00	93.00	93.00	93.00	93.00	93.00	-	-	-	-	744.00
811400-00-99 Landscape	311.00	311.00	311.00	311.00	311.00	311.00	311.00	311.00	-	-	-	-	2,488.00
811800-00-99 Light Pole W/Lantern	169.00	169.00	169.00	169.00	169.00	169.00	169.00	169.00	-	-	-	-	1,352.00
813000-00-99 Mailboxes/Signs	573.00	573.00	573.00	573.00	573.00	573.00	573.00	573.00	-	-	-	-	4,584.00
814200-00-99 Paint	4,113.00	4,113.00	4,113.00	4,113.00	4,113.00	4,113.00	4,113.00	4,113.00	-	-	-	-	32,904.00
815800-00-99 Pavement/Streets/Driveways	4,681.00	4,681.00	4,681.00	4,681.00	4,681.00	4,681.00	4,681.00	4,681.00	-	-	-	-	37,448.00
816600-00-99 Pool/Spa	1,168.00	1,168.00	1,168.00	1,168.00	1,168.00	1,168.00	1,168.00	1,168.00	-	-	-	-	9,344.00
819800-00-99 Roofs	393.00	393.00	393.00	393.00	393.00	393.00	393.00	393.00	-	-	-	-	3,144.00
820200-00-99 Signage/Monuments	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	-	-	-	-	3,336.00
822800-00-99 Tennis/Basketball Courts	417.00	417.00	417.00	417.00	417.00	417.00	417.00	417.00	-	-	-	-	3,336.00
Total Reserve Funding	**13,630.26**	**13,619.72**	**31,657.04**	**24,468.88**	**14,021.60**	**20,931.12**	**13,897.34**	**17,025.02**	**-**	**-**	**-**	**-**	**149,250.98**
Reserve Expenses													
903800-00-99 Clubhouse	-	-	-	-	-	-	875.00	1,085.76	-	-	-	-	1,960.76
908400-00-99 Fencing / Walls	-	-	-	-	-	-	1,800.00	-	-	-	-	-	1,800.00
916600-00-99 Pool / Spa	-	-	-	2,937.05	-	-	-	-	-	-	-	-	2,937.05
920200-00-99 Signage / Monuments	-	-	-	1,412.50	-	-	-	-	-	-	-	-	1,412.50
923600-00-99 Tree Maintenance	-	-	53,990.00	-	-	-	-	1,450.00	-	-	-	-	55,440.00
999900-00-99 RSV Exp Clearing	-	-	(53,990.00)	(4,349.55)	-	-	(2,675.00)	(2,535.76)	-	-	-	-	(63,550.31)
Total Reserve Expenses	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total OPERATING EXPENSE	**64,516.35**	**61,931.90**	**84,862.07**	**75,594.72**	**63,606.08**	**75,095.72**	**82,066.01**	**67,634.71**	**-**	**-**	**-**	**-**	**575,307.56**
Net Income:	**5,458.45**	**8,144.36**	**2,745.36**	**5,102.30**	**6,669.68**	**2,170.81**	**(11,812.96)**	**5,728.29**	**-**	**-**	**-**	**-**	**24,206.29**

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Irvine Groves Homeowners Association

Approved Meeting Minutes



ACTION
PROPERTY MANAGEMENT

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
MAY 19, 2025
MINUTES

NOTICE

With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on April 21, 2025 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT

Robert Bailey, President
Michael Neben, Secretary
Jeffrey Whiting, Member at Large
Diba Fathe-Aazam, Vice President

Andrew Burdick, Action Property Management, Inc.

ABSENT

Daniel Lai, Treasurer

CALL TO ORDER

There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of May 19, 2025 was called to order at 6:23 PM by Robert Bailey, Board President.

EXECUTIVE SESSION

It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of non-compliance, member discipline, legal matters, collections related matters and to approve executive session meeting minutes.

OPEN FORUM

One (1) homeowner was present, Trishia Bailey of 1 Duskywing who had no items to discuss with the Board of Directors.

FINANCIAL UPDATE

A brief financial update was provided based on the April 30, 2025 Financial Statement.

CONSENT CALENDAR

A motion was made by Michael Neben and seconded by Jeffrey Whiting to adopt the following items included in the consent calendar:

A. Approval of the Board Meeting Minutes of April 21, 2025.
B. Acceptance of Financial Statement for the period ending April 30, 2025.
C. Ratification of the approval of proposal(s) 58108, 58105, 58113 submitted by Sea Crest Facilities Services to complete multiple main line repairs throughout the Community in the total NTE amount of $2,250.00.
D. Ratification of the approval of proposal 2345019 submitted by All Surface Pros to purchase and install five (5) new signs for use at the Community pool areas in the total amount of $250.00.

This motion carried unanimously.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating, the Ficus trimming on Butterfly, the pending bulky item disposal event and a general maintenance update. No motion was necessary at this time.

NEW BUSINESS

Reserve Study Proposals
It was the unanimous decision of the Board of Directors to table the discussion regarding reserve study proposals for the June 16, 2025 Board Meeting as the Board of Directors has requested additional proposals for review.

Clubhouse Rental Agreement
A motion as made by Michael Neben and seconded by Jeffrey Whiting to adopt the proposed rental agreement revisions effective May 19, 2025.

This motion carried unanimously.

Audit Draft
A motion was made by Jeffrey Whiting and seconded by Michael Neen to approve the draft audit for the Association's fiscal year end December 31, 2024 prepared by Newman Certified Public Accountant as proposed.

This motion carried unanimously.

Investments
A motion was made by Michael Neben and seconded by Jeffrey Whiting to approve the purchase of three (3) CD's each in the amount of $100,000.00. Two CD's are to be purchased for a period of 9 months and one CD is to be purchased for a period of 12 months. The total amount to be invested is $300,000.00.

This motion carried unanimously.

SCHEDULE NEXT MEETING

The next meeting of the Board of Directors was scheduled for June 16, 2025 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT

There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:54 p.m., by Robert Bailey, President.

ATTEST

Respectfully submitted by, Andrew Burdick, Community Manager.

APPROVED

____
Robert Bailey, Chairperson of the Meeting

SECRETARY'S CERTIFICATE

I, Michael Neben, hereby certify that I am the duly Appointed and Secretary of the Irvine Groves Homeowners Association and do hereby certify under penalty of perjury that the foregoing is a true and correct copy of the Minutes of the Board of Directors Meeting held May 19, 2025 as approved by the Chairperson of the Meeting.

________________________________ _________________________
Acting Secretary Date

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
APRIL 21, 2025
MINUTES

NOTICE

With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on April 21, 2025 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT

Robert Bailey, President
Michael Neben, Secretary
Daniel Lai, Treasurer
Diba Fathe-Aazam, Vice President

Andrew Burdick, Action Property Management, Inc.

ABSENT

Jeffrey Whiting, Member at Large

CALL TO ORDER

There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of April 21, 2025 was called to order at 6:19 PM by Robert Bailey, Board President.

EXECUTIVE SESSION

It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of non-compliance, member discipline, legal matters and to approve executive session meeting minutes.

OPEN FORUM

Two (2) homeowners were present; Trishia Bailey of 1 Duskywing. Alexander Siniak of 12 Tiger addressed the Board regarding a lost clubhouse deposit check.

FINANCIAL UPDATE

A brief financial update was provided based on the March 31, 2025 Financial Statement.

CONSENT CALENDAR

A motion was made by Daniel Lai and seconded by Michael Neben to adopt the following items included in the consent calendar:

A. Approval of the Board Meeting Minutes of March 17, 2025.
B. Acceptance of Financial Statement for the period ending March 31, 2025.
C. Ratification of the approval of invoice 17314 & 17215 submitted by Tinnelly Law Group to complete license plate investigation & provide general legal opinion in the total amount of $755.50.
D. Ratification of the approval of proposal #58075 & #57998 submitted by Sea Crest Facilities Services to complete tree treatment and irrigation valve replacement in the total amount of $1,140.00.

E. Ratification of the emergency approval of proposal #7157 submitted by Best Pool Service to replace spa jet #1 located at the Clubhouse pool area in the total amount of $2,937.05.

This motion carried unanimously.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating, the recent developments, the Ficus trimming on Butterfly, the pending bulky item disposal event and a general maintenance update. No motion was necessary.

NEW BUSINESS

Landscape Proposals

A motion was made by Daniel Lai and seconded by Michael Neben to approve proposal 57997 submitted by Seacrest Landscaping Services to complete root pruning and the installation of root barrier panels at 3 Swallowtail in the total amount of $900.00. This item is to be expensed from Reserve GL 923600 – Tree Maintenance.

This motion carried unanimously.

A motion was made by Daniel Lai and seconded by Michael Neben to approve proposal 57999 submitted by Seacrest Landscaping Services to remove a eucalyptus tree near 14 Butterfly and 2 Viceroy in the total amount of $1,450.00. This item is to be expensed from Reserve GL 923600 – Tree Maintenance.

This motion carried unanimously.

A motion was made by Daniel Lai and seconded by Michael Neben to approve proposal 57996 submitted by Seacrest Landscaping Services to complete root pruning and the installation of root barrier panels at 4 Admiral in the total amount of $900.00. This item is to be expensed from Reserve GL 923600 – Tree Maintenance.

This motion carried unanimously

Maintenance Proposals

A motion was made by Daniel Lai and seconded by Michael Neben to approve proposal 2344998 submitted by All Surface Pros to remove and replace 16 Linear Feet of corner wrought iron fencing material behind the men's bathroom at the North Pool Area in the total amount of $1,800.00. This item is to be expensed from Reserve GL 908400 – Fencing/Walls.

This motion carried unanimously.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

<u>Investments</u>
A motion was made by Daniel Lai and seconded by Michael Neben to approve the reinvestment of two (2) CD's expiring in April 2025 in the total amount of $200,000.

This motion carried unanimously.

SCHEDULE NEXT MEETING The next meeting of the Board of Directors was scheduled for May 19, 2025 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:51 p.m., by Robert Bailey, President.

ATTEST Respectfully submitted by, Andrew Burdick, Community Manager.

APPROVED

____
Robert Bailey, Chairperson of the Meeting

SECRETARY'S CERTIFICATE

I, Michael Neben, hereby certify that I am the duly Appointed and Secretary of the Irvine Groves Homeowners Association and do hereby certify under penalty of perjury that the foregoing is a true and correct copy of the Minutes of the Board of Directors Meeting held April 21, 2025 as approved by the Chairperson of the Meeting.

________________________________ __________________________
Acting Secretary Date

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
MARCH 17, 2025
MINUTES

NOTICE
With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on March 17, 2025 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT
Robert Bailey, President
Michael Neben, Secretary
Daniel Lai, Treasurer

Andrew Burdick, Action Property Management, Inc.

ABSENT
Jeff Whiting, Member at Large
Diba Fathe-Aazam, Vice President

CALL TO ORDER
There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of March 17, 2025 was called to order at 6:18 PM by Robert Bailey, Board President.

EXECUTIVE SESSION
It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of non-compliance matters, member discipline, legal matters and to approve executive session meeting minutes.

OPEN FORUM
One (1) homeowner was present; Trishia Bailey of 1 Duskywing. No matters were presented before the Board for discussion.

FINANCIAL UPDATE
A brief financial update was provided based on the February 28, 2025 Financial Statement.

CONSENT CALENDAR
A motion was made by Daniel Lai and seconded by Mike Neben to adopt the following items included in the consent calendar:

A. Approval of the Board Meeting Minutes of February 24, 2025.
B. Acceptance of Financial Statement for the period ending February 28, 2025.
C. Ratification of the approval of invoice 16316 and invoice 15800 submitted by Tinnelly Law Group to complete the election rule modifications and to provide general legal counsel in the total amount of $1,546.50.

This motion carried unanimously.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating/ASR testing, the recent developments regarding the Corporate Transparency Act, and the Ficus trimming on Butterfly. No motion was necessary.

NEW BUSINESS

Tree Maintenance
A motion was made by Michael Neben and seconded by Daniel Lai to approve proposal 57689 submitted by Seacrest Landscaping Services to complete the 2026 tree maintenance/trimming in the total amount of $62,980.00. This item is to be expensed from Reserve GL 923600 – *Tree Maintenance.*

This motion carried unanimously.

A motion was made by Michael Neben and seconded by Daniel Lai to approve proposal 57688 submitted by Seacrest Landscaping Services to complete the 2025 tree maintenance/trimming in the total amount of $39,700. This item is to be expensed from Reserve GL 923600 – *Tree Maintenance.*

This motion carried unanimously.

Janitorial – Additional Cleaning – Personal Touch Cleaning
A motion was made by Michael Neben and seconded by Daniel Lai to deny the proposal submitted by Personal Touch Cleaning to complete the seasonal cleaning.

The motion carried unanimously.

Sign Replacements
A motion was made by Daniel Lai and seconded by Michael Neben to approve the proposal submitted by All Surface Pros to remove and replace 13 faded tow away signs, purchase 15 new signs and remove and replace one sign post for the total amount of $1,412.50. Management was directed to confirm if all policies are included.

The motion carried unanimously.

Revised Election Rules
A motion was made by Daniel Lai and seconded by Michael Neben to approve the mailing of the revised Election Rules for the required 28-day notification period on the condition that legal counsel amends the Rules to exclude electronic voting.

This motion carried unanimously.

Bad Debt Write Off
A motion was made by Daniel Lai and seconded by Michael Neben to approve writing off the outstanding balance of $35.00 on account number 823100062658.

Community Events
It was noted at this time that the next community event will likely be held in late August or September. NO further action was necessary at this time.

SCHEDULE NEXT MEETING The next meeting of the Board of Directors was scheduled for April 21, 2025 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:36 p.m., by Robert Bailey, President.

ATTEST Respectfully submitted by, Andrew Burdick, Community Manager.

APPROVED BY THE BOARD OF DIRECTORS ON MAY 13, 2025

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
FEBRUARY 24, 2025
MINUTES

NOTICE

With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on January 20, 2025 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT

Robert Bailey, President
Michael Neben, Secretary
Daniel Lai, Treasurer

Andrew Burdick, Action Property Management, Inc.

ABSENT

Jeff Whiting, Member at Large
Diba Fathe-Aazam, Vice President

CALL TO ORDER

There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of February 24, 2025 was called to order at 6:15 PM by Robert Bailey, Board President.

EXECUTIVE SESSION

It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of non-compliance matters, member discipline, legal matters and to approve executive session meeting minutes.

OPEN FORUM

One (1) homeowner was present; Trishia Bailey of 1 Duskywing. The subject of the spring fling was presented to the Board.

FINANCIAL UPDATE

A brief financial update was provided based on the January 31, 2025 Financial Statement.

CONSENT CALENDAR

A motion was made by Daniel Lai and seconded by Mike Neben to adopt the following items included in the consent calendar excluding item C.

A. Approval of the Board Meeting Minutes of January 20, 2025.
B. Acceptance of Financial Statement for the period ending January 31, 2025.
C. Ratification of the emergency approval of the Associations 2025-2026 Earthquake Insurance.
D. Ratification of the approval of estimate #57828 submitted by Seacrest Services to remove and stump grind a eucalyptus tree at 2 Butterfly in the total amount of $900.00.

This motion carried unanimously.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating/ASR testing and the ficus trimming along Butterfly.

NEW BUSINESS

Voting by Acclamation

A motion was made by Daniel Lai and seconded by Michael Neben to engage with legal counsel to establish current election rules that allow for election by acclimation for the 2026 year.

This motion carried unanimously.

A motion was made by Daniel Lai and seconded by Michael Neben to send a 28 day mailer for membership feedback once the proposed revision to the Associations Election Rules are received by legal counsel.

This motion carried unanimously.

Annual Meeting Checklist

A motion was made by Michael Neben and seconded by Daniel Lai to approve the following items outlined on the annual meeting checklist. The Annual Meeting has been scheduled for June 16, 2025 at 8:00pm at the Association Clubhouse.

2025 Annual Meeting

Date: Monday, June 16, 2025
Time: 8:00 p.m.
Location: Irvine Groves Clubhouse

Motion Required: I move the Annual Meeting be held on June 16 at 8:00 p.m. at the Irvine Groves Clubhouse.

1. Does the Board wish to conduct a Regular Meeting prior to the Annual Meeting? The regular monthly Board meeting is scheduled for June 16, 2025.

☒ Yes No ☐ Will decide in ___ Month.

Motion Required: I move the Board of Directors ☒ do ☐ do not hold a Regular meeting prior to the Annual Meeting.

2. A motion is required to direct Management to send a request for candidates to all members and to accept into nomination all candidates whose statements are received by the deadline date.

Motion Required: I move that Management send a request for candidates to all members and that all candidates whose statements are received by the deadline date be accepted into nomination.

3. Does the Board wish to establish a Record Date of Ownership?

☒ Yes ☐ No

The Association's Bylaws, Article IV, Section 4.3, provides that the Board may/shall establish a record date for determining Members entitled to vote at the meeting. This date must be between 10 to 60 days prior to the meeting. After this date, new members will not be eligible to participate in the meeting.

Please note that, if the Bylaws do not require the Board to establish a date, the default Record Date per Corporations Code is the day the ballots are mailed to the members. A formal motion is required.

Motion Required: I move that the date of Sunday, June 1, 2025 be the date established as the Record Date of Ownership.

4. Does the Board wish to include optional items on the agenda?

☒ Yes ☐ No

5. Does the Board wish to make a presentation to the membership outlining its accomplishments for the past year or goals for the coming year?

☐ Yes ☒ No

6. Are there any retiring Directors the Board wishes to recognize?

☐ Yes ☒ No

7. Regarding Excess Funds - Federal Tax Code requires Associations filing a form 1120 tax return to make an election as to the allocation of any excess funds at each Annual Meeting for the upcoming fiscal year end. If not needed for tax filing purposes, the provision is waived.

For any association whose primary source of income is assessments from members, tax preparers typically recommend filing form 1120-H, the tax return designed for homeowner's associations. In the past two years, the association has filed taxes using form 1120-H. If the Association will again be filing using form 1120-H, the Excess Funds resolution does not have to be placed on the ballot.

Motion: I move that the excess funds resolution be removed from the ballot as the Association intends to file an 1120-H tax return thereby rendering the membership vote irrelevant.

8. 1 or 3 Inspector(s) of Election must be appointed. They should be appointed at least 90 days prior to the Annual Meeting date to allow them an opportunity to review the Election and Voting Rules. California Civil Code now gives the Inspector of Election specific responsibilities that may be difficult or have too much potential liability for a homeowner inspector, therefore, Management strongly recommends the use of a professional third party Inspector.

<u>**Option #2:**</u> Resolve to use the services of a professional inspection firm and approve the expenditure – or- There are no funds budgeted for this expense. The Board must direct Management as to where the funds will be expensed.

Motion: I move to obtain proposals from professional inspection firms to act as Inspector(s) of Election, to be reviewed at the Board Meeting to be held June 2025, and use funds from the appropriate budget line item.

9. Does the Board wish to have the Association's attorney in attendance?

☐ Yes ☒ No ☐ Will decide in ___ (Month)

10. Set an Adjourned Meeting date. If the quorum requirement is not met, the Adjourned Annual meeting must be held within 30 days. Please determine a date, time and place for any anticipated Adjourned meeting.

Motion Required: I move to set the Adjourned Annual Meeting date as July 21, at 6:15 P.M., at the Association Clubhouse.

11. Does the Board wish to have a 'Meet the Candidates' event?

☐ Yes ☒ No ☐ Will decide in _____ (Month).

If there are more candidates running than there are open seats, many Associations schedule an event where members can meet the Candidates and listen to what they have to say or ask questions.

12. Will refreshments be served at the Annual Meeting?

☐ Yes ☒ No

This motion carried unanimously.

Investments
A motion was made by Daniel Lai and seconded by Michael Neben to renew the three Certificates of Deposit maturing in March 2025 in the same 12 month period and the same dollar amount.

This motion carried unanimously.

A motion was made by Daniel Lai and seconded by Michael Neben to purchase a Certificate of Deposit in the amount of $100,000.00 for a 90 day period .

This motion carried unanimously.

Board Member Comment
This item is included on the agenda to ensure each Board Member addresses their concerns, etc. No action was taken by the Board of Directors.

SCHEDULE NEXT MEETING The next meeting of the Board of Directors was scheduled for March 17 2025 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:42 p.m., by Robert Bailey, President.

ATTEST Respectfully submitted by, Andrew Burdick, Community Manager.

APPROVED

____
Robert Bailey, Chairperson of the Meeting

SECRETARY'S CERTIFICATE

I, Michael Neben, hereby certify that I am the duly Appointed and Secretary of the Irvine Groves Homeowners Association and do hereby certify under penalty of perjury that the foregoing is a true and correct copy of the Minutes of the Board of Directors Meeting held February 24, 2025 as approved by the Chairperson of the Meeting.

________________________________ ________________________
Acting Secretary Date

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
JANUARY 20, 2025
MINUTES

NOTICE

With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on January 20, 2025 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT

Robert Bailey, President
Michael Neben, Secretary
Daniel Lai, Treasurer
Jeff Whiting, Member at Large
Diba Fathe-Aazam, Vice President

Andrew Burdick, Action Property Management, Inc.

CALL TO ORDER

There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of January 20, 2025 was called to order at 6:15 PM by Robert Bailey, Board President.

EXECUTIVE SESSION

It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of member non-compliance, member discipline, delinquencies, and to approve executive session meeting minutes.

OPEN FORUM

One (1) homeowner was present; Trishia Bailey of 1 Duskywing. The subject of the spring fling was presented to the Board.

FINANCIAL UPDATE

A brief financial update was provided based on the December 31, 2024 Financial Statement.

CONSENT CALENDAR

A motion was made by Daniel Lai and seconded by Diba Fathe-Aazam to adopt the following items included in the consent calendar.

A. Approval of the Board Meeting Minutes of November 18, 2024.
B. Acceptance of Financial Statement for the period ending November 30, 2024.
C. Acceptance of Financial Statement for the period ending December 31, 2024.
D. Ratification of the approval of invoice #132661 submitted by The Bee Man to remove a colony of bees and honeycomb near 2 Palamedes at a total cost of $225.00.
E. Ratification of the approval of invoice #31825 submitted by Seacrest Services to complete irrigation repairs at a total cost of $359.70.

F. Ratification of the approval of invoice #55554382 submitted by Splash Plumbing to clear a mainline at the Association Clubhouse at a total cost of $621.00.

G. Ratification of the approval of estimate #57808 submitted by Seacrest Services to remove a fallen tree near 3 Peacock at a total cost of $100.00.

This motion carried unanimously.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating/ASR testing, Insurance Renewal and the ficus trimming along Butterfly.

NEW BUSINESS

<u>Voting by Acclamation</u>
A motion was made by Michael Neben and seconded by Diba Fathe-Aazam to initiate the voting by acclimation process for the June 2025 Annual Meeting.

This motion carried unanimously.

<u>Bulk Disposal</u>
A motion was made by Michael Neben and seconded by Jeffrey Whiting to approve a bulky item disposal event including the rental of a 25 Yard dumpster in the total amount of $684.45.

This motion carried unanimously.

<u>Vendor Increase Letters</u>
The Board of Directors reviewed multiple vendor increase letters affective January 1, 2025. No action was taken by the Board of Directors at this time.

<u>Foreclosure of Lien</u>
A motion was made by Jeffrey Whiting and seconded by Daniel Lai to approve a foreclosure of Lien on account ending in 1843.

This motion carried unanimously.

<u>Homeowner Request(s)</u>

<u>12 Leda</u>
The Board of Directors reviewed correspondence submitted by the Homeowner at 12 Leda regarding concerns around the Association pet policies.

The Board of Directors unanimously instructed Management to create an email blast reminding Homeowners that the pet policies are to be followed.

SCHEDULE NEXT MEETING The next meeting of the Board of Directors was scheduled for February 24 2025 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:56 p.m., by Robert Bailey, President.

ATTEST Respectfully submitted by, Andrew Burdick, Community Manager.

APPROVED BY BOARD OF DIRECTORS ON FEBRUARY 25, 2025

IRVINE GROVES HOMEOWNERS ASSOCIATION
REGULAR SESSION OF THE BOARD OF DIRECTORS
NOVEMBER 18, 2024
MINUTES

NOTICE

With notice given and received, the regular meeting of the Board of Directors of the Irvine Groves Homeowners Association was held on October 28, 2024 at the Association's Clubhouse, 14 Monarch, Irvine, California and via web conference.

PRESENT

Robert Bailey, President
Michael Neben, Secretary
Daniel Lai, Treasurer
Jeff Whiting, Member at Large
Diba Fathe-Aazam, Vice President

Andrew Burdick, Action Property Management, Inc.

CALL TO ORDER

There being a quorum of directors present in accordance with the Bylaws of the Association, the Regular Session Meeting of November 18, 2024 was called to order at 6:21 PM by Robert Bailey, Board President.

EXECUTIVE SESSION

It was reported that an Executive Session was held immediately prior to this meeting to discuss matters of member non-compliance.

OPEN FORUM

One (1) homeowner was present; Trishia Bailey of 1 Duskywing. No items were brought to the Board of Directors' attention.

FINANCIAL UPDATE

A brief financial update was provided based on the October 31, 2024 Financial Statement.

CONSENT CALENDAR

A motion was made by Jeffrey Whiting and seconded by Daniel Lai to adopt the following items included in the consent calendar.

A. Approval of the Board Meeting Minutes of October 28, 2024.
B. Acceptance of Financial Statement for the period ending October 31, 2024.
C. Ratification of the approval of invoice #163556 submitted by W.C. Friend Company to set up two devices at each security system to allow for remote camera system access in the total amount of $514.50.

MANAGEMENT UPDATES

Management provided updates to the Board from the Action List including the status on replacement of Pool Deck Coating/ASR testing, Inusrance Renewal and the Tree Trimming.

NEW BUSINESS

Annual Holiday Bonus
A motion was made by Michael Neben and seconded by Daniel Lai to approve the landscape teams annual holiday bonus in the total amount of $300.00. This motion carried unanimously.

Audit Proposals
The Board of Directors reviewed multiple proposals for the completion of the Associations December 31, 2024 Audit and Taxes.

A motion was made to accept the proposal submitted by VanDerPol Public Accountant to complete the Associations December 31, 2024 FYE Audit and Taxes in the total amount of $2,100.00. This motion carried unanimously.

North Pool Trellis Repair
The Board of Directors reviewed a proposal submitted by All Surface Pros to repair the trellis at the north pool.

The Board of Directors has tabled this proposal to hold further conversations with All Surface Pros.

Board Member Comment
The Board of Directors commented on the recent city master plan to renovate the neighboring Heritage Park proposed to Membership.

A motion was made by Robert Bailey and seconded by Jeffrey Whiting to approve the drafting of a letter addressed to the City of Irvine regarding the proposed Heritage Park project. This letter will include the request of traffic mitigation processes. This motion carried unanimously.

SCHEDULE NEXT MEETING

The next meeting of the Board of Directors was scheduled for January 20, 2024 at 6:15 P.M. at the Association's Clubhouse, 14 Monarch, Irvine, California.

ADJOURNMENT

There being no further business to come before the Board of Directors at this time, the meeting was adjourned at 6:48 p.m., by Robert Bailey, President.

ATTEST

Respectfully submitted by, Andrew Burdick, Community Manager.

MINUTES APPROVED BY THE BOARD OF DIRECTORS ON JANUARY 20, 2025.

Irvine Groves Homeowners Association

Rules and Regulations

ACTION
PROPERTY MANAGEMENT

IRVINE GROVES HOMEOWNERS ASSOCIATION
RULES & REGULATIONS

REVISED ON
May 4, 2010
March 30, 2016
July 27, 2016
September 28, 2016
September 27, 2017
October 20, 2020
April 25, 2022

Rules and Regulations Adopted November 18, 2010

TABLE OF CONTENTS

IMPORTANT PHONE NUMBERS

Police/Fire/Paramedics	911
Poison Information	(800) 876-4766
City of Irvine	(949) 724-6620
Police-Non-Emergency	(949) 724-7000
Fire - Non-Emergency	(714) 744-0400
Animal Control	(949) 724-7740
Property Management	(714) 508-9070
Waste Management	(714) 558-7761
Patrol Company (24 Hours)	(310) 619-2328
Environmental Health Service	(800) 698-6942
Hazardous Waste Division	(949-470-0503
C4 Integrated Waste Mgmt. Board	(800) clean up
The Gas Company	(800)427-2000
Cox Cable	(949) 720-2020
Irvine Post Office	(800) 275-8777
Irvine Ranch Water District	(949) 453-5300
Southern Cal. Edison Co	Normal: (800) 655-4000 Emergency:(800) 611-1911

CALENDAR OF BUSINESS

The Board of Directors usually meets on the last Wednesday of each month at 6:30 p.m. The meeting is held at the Clubhouse which is located at 14 Monarch. The Board consists of five (5) volunteer members of the community; a President, Vice President, Treasurer, Secretary and Member at Large. The term of office is two (2) years.

The Annual Meeting of the Members is held in April. A notice is mailed to all owners of record prior to the meeting. Participation at the Annual Meeting is encouraged, as candidates for election to the Board of Directors can be nominated from the floor. If a member cannot attend the Annual Meeting, his or her proxy should be mailed to the Association's Management Agent by the date designated by the Board or brought to the annual meeting. A quorum (at least 50% of the members represented in person or by proxy) needs to be established in order to hold the Annual Meeting each year.

All elections shall be in compliance with the Association's Election Rules and Procedures

Financial and business information is also presented during the Annual Meeting. The Board of Directors mails an audit and budget to every owner annually.

ASSESSMENTS

See Assessment Collection Policy adopted 1-15-2009.

INSURANCE INFORMATION

The Board of Directors maintains and reviews the Association's Master Insurance Policy annually and mails a summary thereof to every member. Additionally, it is highly recommended that all owners and residents maintain their own homeowner's/renters insurance.

Should you have specific questions regarding the Association's Insurance carrier and/or policy, please contact the Association's Management Agent.

COMMON AREA PROBLEMS

To report problems related to the Common Areas that are emergencies call the Property Management Company. If the problem is not an emergency, write, e-mail or fax the Property Management Company with your concerns.

For acts of vandalism, noise disturbances, and traffic violations call the Police Department at (949) 724-7000. Irvine Groves is private property, but the Irvine Police Department was asked to and does patrol our complex.

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INTRODUCTION TO THE RULES AND REGULATIONS

These Rules and Regulations are adopted by the Board of Directors and are intended as a supplement to the restrictions contained in the CC&R's. The Rules and Regulations govern the use of the Common Area facilities and the conduct of all members, lessees, residents, and their guests thereon. The purpose of these Rules and Regulations is to enable those living in Irvine Groves to use and enjoy the facilities without unreasonable annoyance or interference from others. Irvine Groves falls under the jurisdiction of the City of Irvine. All municipal ordinances and codes apply, as do all county, state, and federal statutes.

GENERAL INFORMATION/RULES

1. Homeowners are responsible for payment of all cost of repairs for all damage to Irvine Groves Common Area caused by themselves, members of their families, their tenants or guests.

2. Each owner is responsible for the maintenance and repair of his or her lot and the improvements thereon except for the exterior painting of stucco and wood trim which is performed by the Association. This includes the residence and all appliances, whether "built-in" or freestanding, and the garage.

3. Each owner is responsible for the maintenance and repair of the plumbing, electrical, and heating systems servicing his residence and garage up to the sidewalk (exterior utility feeds to the meter are also homeowner responsibility).

4. Homeowners are also responsible for television cable equipment and connections, so long as those systems exclusively serve such owner's dwelling and are not in common.

5. Additionally, the Association has voluntarily undertaken the duty to paint the exterior surfaces of the residences and garages.

6. Each owner is responsible for the roof of his/her residence. If the roof is shared by two owners, then the owners are responsible for sharing the cost of roof repair and maintenance.

7. Garden hoses must be kept in an area on your lot that is screened from view of the Common Area, except when actually in use.

8. Window air conditioning units, patio walls and roof top extensions are <u>not</u> permitted.

8. No exterior clotheslines are allowed.

9. Do not use decks, patios or balconies for such purposes as drying laundry or storage for surfboards, pool rafts, bicycles, etc. Furniture that is not specifically lawn, patio or garden type is prohibited. Consider these areas as an aesthetic addition to the building and utilize them in good taste so as to be generally attractive and not offensive to other residents.

10. No miscellaneous equipment or materials such as bicycles, towels, waste disposal containers, etc., may be visible from outside of the residence.

11. Window coverings: Residents have 60 days from the first date of their occupancy in which to install draperies, blinds, shades or curtains of the design of their choice. Choose all window coverings with a neutral backing so they appear white or a neutral color from the outside.

12. Reflective window coverings or adhesive materials are prohibited. No aluminum foil or other similar material shall be used to cover windows.

13. No industrial power equipment, manufacturing, or any commercial business is permitted on Irvine Groves property except with prior written permission by the Board, or as otherwise allowed in the CC&Rs.

14. Yard playground structures or equipment, tents, storage sheds, etc. are prohibited in the Common Area.

15. Owners are responsible for removal of any grease or other unsightly substance on the garage apron appurtenant to their garage.

16. Each owner is responsible for the maintenance and repair of any glass or screen doors, and windows enclosing his residence or garage, including the metal or wood frames and related hardware and door/window tracks.

17. Mailboxes and posts must be painted the standard black. Flags must be red. Each mailbox is to be kept in good repair at all times by the homeowner. If one post and two *(2)* mailboxes, the maintenance is to be shares by both homeowners.

18. No towels, clothing, etc. may hang over balconies or decks or anywhere that is within sight of neighboring properties.

19. Removal of Common Area Property (i.e. pool accessories, chairs, tables, etc.) from the Common Area is prohibited, and subject to a fine. Owners are responsible for damages resulting from the actions of their families, tenants, and guests, and for any misuse of the Common Areas. Toys or sporting equipment or personal items may not be stored in the Common Areas.

20. Skateboarding, scooter riding, and rollerblading are prohibited in the Common Area, except on the sidewalk. No curb jumping is permitted.

21. Go-carts and motorized scooters are prohibited from use of the Common Area, except on the streets and may only be used on the streets if they are in compliance with the California Vehicle Code.

20. Homeowners are subject to a fine and/or other disciplinary action if persons residing in their unit are found to have climbed over the perimeter walls. Costs incurred by the Association to repair damage to the walls by any such act will be charged to the responsible homeowner.

21. Homeowners are fully responsible for the violations of their families, lessees, tenants and guests.

SIGNS

Signs to advertise the rental or sale of a lot are limited to one such sign of customary size (18" x 24") or less and may be displayed in a window, affixed temporarily to a garage door or on a free-standing post upon an owner's lot. Signs advertising the rental or sale of a residence may be displayed in the Common Area but must be removed by sundown the same day and are limited to Caravan Days, Saturdays and Sundays only.

WASTE DISPOSAL/RECYCLING

Pick up of waste is every Monday. In the weeks of most holidays, trash will be picked up one day later. Trash should not be set out before 6:00 p.m. on the preceding day. Trash containers should be removed as soon as possible on the day of the pick-up, but not later than upon retiring that night. All trash should be out for pickup in the trash containers provided by Waste Management of Orange County. Place waste containers at the end of the driveway, not on Common Areas.

Curbside recycling pickup is every Monday, driveway at the same hours as waste disposal, with you. Place all recyclables at the end of your If you move, do not take the containers

Missed Pickups: If your recyclables were on the curb by 7:00 a.m. and have not been picked up by 4:00 p.m., please call (714) 558-7761.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Large Item Pickup: Waste Management provides for two pickups per year, at no cost, for large items such as refrigerators and water heaters. Please contact Waste Management for further information and to schedule a pickup.

Theft: If you notice someone other than the recycling truck collecting your trash, please call the police. Unauthorized collection or scavenging can seriously damage the viability of the program. 1. Parking in a Fire Lane or Red Zone is not permitted within Irvine Groves. First offense will result in a citation and may include fines and/or additional penalties. Subsequent offenses may result in fines and possible towing without further notice.

NOISE CONTROL

Noise can be a problem at any time and particularly during the summer months when windows are open. Noise echoes through patio, deck, garage and driveway areas. Please be considerate of those living in close proximity to you and keep noise volume as low as possible.

Radios, televisions, musical instruments, party activities and other noise sources (*i.e.* barking dogs, car horns, car engines, car radios, motorized scooters) must be restricted at all times to a level that does not disturb other residents. Be considerate of others and remember that your neighbors may not keep the same hours as you do. Excessive noise problems should be reported to the Police (*i.e.* after 10:00 p.m., report loud noise generated by parties, cars, loud music, voices).

TENANTS

Any owner who is renting or leasing a unit shall ensure that the occupants are made aware of the Rules and Regulations and the CC&R's. It is the obligation of the owners to furnish copies of these rules to their tenants. RENTERS ARE BOUND BY THE SAME RULES AND REGULATIONS AND THE CC&R'S AS ARE THE OWNERS. Owners are held responsible for the violations of their tenants.

No owner shall lease the unit or any part thereof for transient or hotel purposes. Any lease for a period of less than 30 days is prohibited. Each owner is responsible for providing the Association with the names and emergency telephone numbers for all residents of the owner's units. A registration form, available from the management company must be completed and returned to the Association's Management Agent within 30 days of any change of lot ownership or occupant. It is the responsibility of the homeowner to make sure that parking permits are returned from their tenants for the use of the next tenant.

PETS

No more than two (2) usual and ordinary household pets (exclusive of small, caged birds or aquarium fish) may be kept as household pets within any unit.

Dogs must be on a leash at all times by a person capable of controlling the animal.

Any litter deposited by dogs or cats on lawns, gutters, sidewalks, paths, plants, shrubs, streets or other Common Areas must be removed immediately by the owner of the animal.

No pet shall be permitted to be kept within any portion of Irvine Groves if the presence of such pet causes excessive noise or otherwise constitutes and unreasonable annoyance or threat to the safety of other residents. Owners shall be held responsible for any personal injury or property damage caused by their pets (*i.e.* damage to persons or property, plants, lawns, etc.).

No animals, reptiles, livestock, or poultry of any kind shall be bred, raised or kept in any residence, except for dogs, cats or other species that are specifically regarded and recognized as common household pets. More than two (each) of such household pets shall be deemed as "kept for breeding or commercial purposes" in violation of this rule and Article IX, Section 11 of the CC&R's.

CLUBHOUSE RULES

Use of the Clubhouse is restricted to members of the Irvine Groves Homeowners Association, their families & guests.

Adopted by the Board on September 28, 2016 – See Clubhouse Agreement and Rules

POOLS AND SPAS

Pool and Spa Hours: 7:00 a.m. to 11:00 p.m.
Seven days a week

Irvine Groves has two separate pools and spas. One is located at the North end of the complex and is designated as the North pool. The second is located just in front of the Clubhouse and is called the Clubhouse pool. The pools may be used by anyone, however, anyone under 14 years of age must be accompanied by an adult, i.e., over eighteen (18) years of age. The spas are intended for use by persons 18 years of age and over only. For health and safety reasons, children under the age of four (4) are prohibited from using the spa. Children older than four (4) years of age and younger must be accompanied by an adult, i.e., over eighteen (18) years of age) while using the spa. Pools and spas are heated year-round. The clubhouse pool is heated the entire time. Both spas are heated year-round.

1. Individuals using the pool and spa shall keep noise to a minimum so as not to disturb the peaceful environment of other residents.

2. Enter the pool through the gate only. Climbing over the fence or gate is prohibited. A fine can be imposed for this. Keep the pool areas locked at all times in including while you are inside. This is for your protection and to prevent vandalism and unauthorized use.

3. Do not loan or give keys to any non-resident. If a key is loaned or given to a non-resident, then the Board may temporarily suspend the loaning owner's use of the facilities, fine the offending owner for each offense, or both. The cost for replacement key is $100.00.

4. Guests must always be accompanied by an adult resident host 18 years of age or older, when using the pool and spa facilities.

5. No horseplay, running, jumping, or diving is permitted. Use discretion when participating in water games or water play so as not to annoy other residents or guests. Rafts and flotation devices will be used only when they will not disturb others.

6. Roller skates, skateboards, bicycles, tricycles, motorbikes, rollerblades, or other wheeled toys or sporting equipment are prohibited in the pool area.

7. Chewing gum is prohibited in the pool area. Dispose of gum prior to entering the pool area.

8. No glass is permitted in the pool area. Only unbreakable containers are allowed. All containers must be removed or disposed of in the receptacles provided. Injuries resulting from broken glass are not the responsibility of the Association. **DO NOT BRING GLASS INTO THE POOL AREA.**

9. All persons utilizing the pool and spa facilities are expected to clean up and dispose of all litter in the trash containers.

10. The life ring and pole are not to be taken down for any reason other than emergency lifesaving purposes. This equipment is for your safety and a life could depend on its availability.

11. Except for certified assistance animals approved by the Board, pets of any kind are not permitted in the pool, on the deck, or anywhere within the fenced pool area. **THESE VIOLATIONS MAY RESULT IN SUBSTANTIAL FINES, AFTER NOTICE AND HEARING.**

12. Pool furniture must not be removed from the pool deck area. Furniture may not be reserved or held, or taken to the grass areas of the complex.

13. **LIFEGUARD SERVICE IS NOT PROVIDED. CHILDREN UNDER THE AGE OF 14 MUST BE ACCOMPANIED BY AN ADULT 18 YEARS OF AGE OR OLDER AT ALL TIMES IN THE POOL/SPA AREA.**

14. The rules posted in the pool and spa areas must be adhered to at all times.

15. For your safety and security, make sure pool gates are securely shut and locked at all times.

16. Urinating in the pool is prohibited. Appropriate leak-proof swimwear must be worn by all persons using the pool with bladder control problems, and all infants and toddler children.

17. There will be no nude swimming permitted at any time. WEAR PROPER SWIM ATTIRE AT ALL TIMES WHEN USING THE POOL AND SPA.

18. California state law requires that all persons shower prior to entering the pool and spa.

19. Suntan lotion and tanning oils must be showered off prior to entering the pool and spa.

20. No cans or foreign objects can be thrown into the pool or spa.

21. Radios and other sound equipment shall be kept at a minimal volume so as not to disturb other residents or guests using the pool or spa.

22. Absolutely no additives such as bubble bath, soap, shampoo, etc. may be used in the pool or spa. Violating owners will be assessed the cost of draining, cleaning and refilling the pool and/or spa, and are subject to a fine.

23. At the discretion of the Board, pool monitors may be retained for the summer season, which is generally from Memorial Day weekend to just after the Labor Day weekend. Pool Monitors are neither Lifeguards nor babysitters. They are contracted to monitor activities at the pools.

24. Smoking is not permitted in the common area swimming pool and spa areas of the community. (Adopted May 13, 2009)

25. No food or alcohol is to be brought into the pool area.

26. Violations of the above rules may result in substantial fines, after notice and hearing.

TENNIS COURTS

1. Courts are to be used for tennis only.

2. It is the responsibility of each resident to clean up the tennis court area prior to using the facility.

3. Keep the tennis court areas locked at all times, including while inside the court area. This is for your protection and to prevent vandalism and unauthorized use.

4. Climbing over the fence is prohibited.

5. Only tennis shoes are allowed on courts or within court areas.

6. No food or drink, other than those in plastic containers, allowed within court areas.

7. Tennis ethics shall prevail, e.g. one hour for play if other people are waiting.

8. Those waiting must remain outside the court area.

9. Rules are posted, at each tennis court.

10. No rollerblading, scooters or skateboarding in the Tennis Court area.

11. Member (or authorized Resident) must accompany guests for the use of the tennis courts.

12. Hours for use of tennis courts will be 7:00 a.m. to 11:00 p.m. seven days a week. Lights operate on an automatic timer and turn off at 11:00 p.m.

13. It is recommended that automobiles driven to the tennis court area be parked at the cul-de-sac end of Bird Wing rather than on Skipper due to congested conditions on Skipper.

14. Tennis courts are meant for playing of residents and their guests only. No tennis lessons can occur at any time.

15. A limit of three guests are allowed with the resident in the tennis court area.

LANDSCAPE MAINTENANCE

Common Area

Maintenance of the Landscaped Common Area is an on-going and expensive activity, accounting for a significant portion of the Association's monthly expenses. The rules listed below are designed to render Common Area landscaping more efficient and economical.

1. All owners, residents and guest are requested to use walkways rather than walking on lawns or other planted areas.

2. Owners shall not plant, remove or otherwise alter the landscaping in any portion of the Common Areas.

3. Owners who damage the landscaping, planted areas, paddles, irrigation equipment or outdoor lighting or other Common Area landscaping or improvements shall be held responsible and can be subject to a fine or other disciplinary action.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Homeowner's Landscaping

Landscaping: All areas on an owner's lot that are visible from the Common Area must be landscaped. Simple designs with as much openness as possible are encouraged. Any use of materials other than foliage such as brick edging, railroad ties, rock, flower bed borders, etc. must be approved in writing by the Architectural Committee. Landscaping must be neatly trimmed, properly cultivated and maintained continually by the owner.

Trees and Shrubs: No homeowner shall commence the planting or placement of any tree, bush, shrub or plant which at it maturity, and without the clipping or pruning thereof, would exceed the height of three feet (3') on his or her lot without first submitting to and receiving written approval from the Architectural Committee. Bushes, shrubs or trees placed side by side must have Architectural Committee approval if over three feet (3') at maturity. Please submit your landscape plans to the Architectural Committee before commencing work.

The Architectural Committee shall have the right to require any owner to remove, trim, top or prune any shrub, tree or hedge over three feet (3') which has not been approved or which in the opinion of the Architectural Committee impedes the view of any lot or is not being maintained in a manner to enhance its appearance.

Landscape Alternatives: Front yard landscape can consist of a combination of natural grass, synthetic grass, rock and natural vegetative landscape. Homeowners may replace existing grass areas with a quality synthetic turf. The steps below will ensure a quality looking grass substitute.

The Architectural Review Committee i.e., ARC, strongly recommends that installation of artificial turf be done by a licensed contractor with prior experience with synthetic grass. The ARC also notes that special care needs to be addressed when placing turf around trees, planters, flower bed borders, concrete edging to insure the turf looks like natural grass against these common abutments. Discuss with your contractor how he/she plans to address these areas.

Artificial Grass/Turf: Artificial turf is a multi-step process that requires knowledgeable installation. Listed below is the minimal installation process that is acceptable.

a. Removal of existing grass or ground cover followed by an application of grass/weed killer.
b. Application of a three (3) inch base crushed aggregate and/or decomposed granite.
c. Application of weed barrier (weed cloth).
d. Application of artificial turf using 4" to 6" galvanized landscape nails.
e. Any turf seams must be sealed with indoor/outdoor carpet seaming tape or recommended sealing adhesive.
f. Application of sufficient "infill" or "topcoat" composed of black rubber pellets and/or sand.

Minimum Specifications for Artificial Turf/Grass

a. Synthetic grass must be made of Polyethylene and be natural in appearance and must have brown highlights.
b. Turf uniformity must be maintained for all areas that are visibly linked.
c. Pile height must be a minimum of 1 ½".
d. Pile weight must be a minimum of 48 ounces per square yard/face weight.
e. Turf must have U.V. (ultraviolet) protection.
f. Adequate drainage must be incorporated with Homeowner's design plan.
g. Turf must have a minimum of five (5) year installation and product warrantee.

Artificial Turf Application Requirements

Applications for artificial turfs by Homeowners must contain the following information:

Artificial turf product specification sheets.
One square foot sample of turf.
Photograph or detailed drawing of the area to be covered by synthetic turf and photo of proximity areas.
Complete description of installation procedures for Homeowner's project.
Must be installed by a licensed contractor.

Adopted by the Board on March 30, 2016 – Artificial Turf Requirements

ARCHITECTURAL CONTROL

The Architectural Committee, as authorized in Article VII of the CC&R's, reviews and acts on all plans and specifications for all improvements in Irvine Groves.

No modifications or additions to the exterior of any residence or lot (including, but not limited to, installation of air conditioners; screen doors; sun shades; awnings; walls; fences; roofs; garage doors; patio or deck covers; exterior painting; and landscaping which at maturity would exceed three feet in height, etc.) may be made unless prior written approval is received from the Architectural Committee. No buildings, structures, tents, sheds or temporary sunshades may be erected where they may be visible from the street, Common Area, greenbelt, or neighboring residences.

An Architectural Application (attached to these Rules as Exhibit "A"), along with plans and specifications for proposed additions or modifications to lots, must be submitted to the Architectural Committee prior to the commencement of any work of improvement. ***If installing a central air conditioning unit, homeowner must submit an Architectural Application.*** The Architectural Committee ("AC") has 30 days after receipt of a completed Application submittal to either approve or disapprove the Application.

A brochure, photograph, or readable drawing explaining the roof system must accompany each architectural request/application.

Proof of a valid permit from the City of Irvine, if a permit is required, may be necessary before work can commence. If a homeowner is unsure whether a permit is required, the homeowner should contact the City of Irvine Building Department.

Work on plans approved by the Architectural Committee must be completed within sixty (60) days of approval or new approvals must be secured. Once work commences, work must be completed within 30 days. Areas must be cleared of all debris and left in a neat condition by workmen each night. Owner will be liable for any damage caused to the Common Areas or other lots and will be required to return the Common Area to its original state.

Within thirty (30) days of completion of an approved improvement, the owner must submit a Notice of Completion (attached to these Rules as Exhibit "B") to the AC. Once received, the AC may inspect the work of improvement to ensure that the improvement was completed in compliance with approved plans.

The AC's review and approval of proposed improvements is based upon aesthetic considerations only and to ensure that proposed improvements are in compliance with the Association's CC&Rs and other applicable rules, regulations and guidelines, and does not include a review of the structural integrity of any improvement or the owner's compliance with any applicable laws, rules, or regulations of any governmental agency, including but not limited to building permit requirements. Compliance with all laws, rules, regulations, etc. of all governmental agencies are the owner's responsibility.

Appeal to the Board - If an architectural submission is disapproved by the Architectural Committee, then the owner may appeal such disapproval to the Board of Directors. The request for appeal must be submitted within ten (10) days of the AC's notice of disapproval and the Board's decision on the appeal must be made within thirty (30) days after consideration of the appeal at the next regularly scheduled meeting of the Board.

Roofs

All new roofs are subject to the prior written approval of the Architectural Committee. Any new roof that is heavier than 5.5 pounds per square foot will also require an engineering report regarding the seismic resistance of the house (stress analysis).

Roof repair, maintenance and replacement is the responsibility of the homeowners. For new roofs the forty (40) year manufacturer's warranty is recommended. The following types of roofs are acceptable:

1. Asphalt Shingles
2. Concrete Tiles (Curalite or Eaglelite) - subject to weight limitations
3. Metal Roof (over the existing wood shingles) - subject to weight limitations
4. Composite Material

Walls

1. Garden and patio enclosures, property line walls and privacy walls must be submitted to and approved by the Architectural Committee. Acceptable materials for walls are slump stone (to match existing slump stone walls or closely coordinated) or concrete block covered with stucco to match the exterior of the dwelling. Tops of walls must be finished off with a capping. Brick or slump block capping may be used. Decorative wrought iron grill work on any enclosures is only permitted as part of, or on the top portion of, the wall and must be black, white or painted to match the color of the stucco.
2. All wall enclosures must be five feet (5') to a maximum of six feet (6') in height to provide uniformity in the community and privacy for the homeowners. This height is to be as measured from the outer side of the wall.
3. New walls abutting existing walls shall match the composition and design of the existing wall and shall be level with the height of the existing walls where they adjoin.
4. Tops of wall shall be dead level. Tops of walls on slopes may be stepped.

Garage Doors

The approved colors for new garage doors are almond and white. Architectural Committee approval is required for the installation of a new garage door.

Gates

Patio gates may be wrought iron painted black, white or a color to match the stucco of the dwelling. Natural wood gates may be painted to match the trim. All hinges must be located on the inside of the gate or concealed.

Patio Decks

Patio decks must be properly installed. Special attention should be paid to the possible effect any patio may have on proper drainage. Plans and specifications shall reflect any change to the original drainage design.

Patio Covers

1. Patio covers shall be the standard wood patio cover, which is a completely open beam wood structure painted to match the color of the adjacent trim. Detailed structural plans and drawings

must be submitted for approval to the Architectural Committee. A City of Irvine building permit is required for all patio covers.

2. In general, maximum roof heights for structures in this section measured from the top of the floor (ground surface within the structure) to the highest point of the roof structure shall be eight feet (8'). This height may be varied to align with architectural features of the dwelling. The side elevations of structures included in this section shall not be enclosed in any manner, except in the case where a wall of the main dwelling forms a natural enclosure to some or all portions of the structure. No objects such as urns, pots, planters, etc

<u>Wrought Iron Fences and Railings</u>

Wrought iron (painted black, white or a color to match the stucco of the dwelling); patio fencing or railings may be installed on a lot. Use of wrought iron alone to delineate a property line is discouraged. Simple open design with no scroll work is encouraged.

<u>Drains and Rain Gutters</u>

Drains and rain gutters must be approved by the Architectural Committee and painted to match the trim or stucco of the dwelling upon which they are mounted.

<u>Jacuzzi and Spa Additions</u>

Jacuzzi and spa additions must be fully enclosed and require the prior written approval of the Architectural Committee as well as building permits from the City of Irvine. All electrical work and pipes must be concealed.

<u>Screen Doors</u>

Prior written Architectural approval is required for installation of a screen door on the front of a dwelling. The Architectural Committee will provide owners with a description or recommended style number for the approved type of screen door.

<u>Solar Panels</u>

I. Policy

The rules, regulations and guidelines apply to all solar energy devices including and without limitation to solar panels and their associated components, solar tubes, solar skylights, wind turbines or other solar energy devices (collectively referred to in this rule as “devices” or “systems” or “equipment”.) which due to installation and use location are or may become “visible from neighboring property” above the fence line or other privacy barriers that may exist between neighboring yards and homes. All City of Irvine building standards apply so permits are required.

II. Approval of Installations

- Must apply within City and Federal building standards.
- Detailed plans for installation and placement of any solar panel/energy device must be submitted to the Architectural Committee for review and receive written approval from the Association prior to the installation.
- An illustrated brochure of the proposed systems or website link which depicts the material to be used and drawings showing the location and number of collectors, the attachment to the roof structure and the location of exterior system components shall be submitted with the Architectural Request.
- A permit may be required for the installation of such devices and ancillary equipment. The Association suggests to Owner that they use an installer, which is a licensed solar equipment contractor with the appropriate contractor’s license. Owner is solely responsible for knowing and obtaining the required permits prior to installing.

- Homeowner's should contact their insurance company prior to installation of devices for how the installation may affect their roof warranty or other aspects of their structure.
- The ARC nor the Board of Directors is liable to the property owners for roof damage or for effects to roof warranties. The Owner assumes and bears all risks regarding installation and use of such a system.

III. Types of Systems

Only commercially or professionally made devices are allowed. "Homemade" devices will not be permitted due to the safety and aesthetics aspects.

- Ground mounted solar panels are NOT permitted.
- Roof mounted solar panels are permitted.

IV. Location/Placement – Roof-Mounted Solar Panels

Roof-mounted systems must be installed so that the panels are flush-mounted and centered on the backside of the house and/or garage roof if sufficient space is available.

- If an alternative placement location is necessary in order for the energy device to work as intended (so that any loss of efficiency or capability is no more than 10%), the ARC must consider the ability of the device to properly work, regarding its location.
- If the location, which would be required under these Rules result in the device losing 10% or more of its efficiency, or energy generating capability, then the ARC should approve the Owner's preferred location if that location is truly necessary under the factors set out in this subsection.
- Solar panels are to be installed as far as possible to the rear of the house or garage.
- Solar panels should be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof.
- Solar units must not break the roof ridgeline.
- Solar panels are to be positioned, as low as possible on the roof extending wider rather than higher on the roof plane.
- The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
- Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by ARC.

V. Construction/Finish

- All roof mounted equipment, (excluding the face of the solar panels), must match the color of the roof material.
  - This includes wind turbines, solar skylights and other equipment.
  - Exposed surfaces such as any frame or supports for panels but excluding the exposed collector's panel face itself must be painted to match or the color of the materials used must match the surface on which it is mounted.
- All exterior plumbing lines shall be painted to match or the color of the material used must match the color of adjacent roof materials and walls.
  - Aluminum trim if used and visible should be anodized or otherwise color treated to blend into surroundings as much as possible.

VI. Maintenance

Homeowner's will ensure that all surfaces of such devices or equipment, whether painted or colored materials, are properly and timely maintained to prevent peeling and cracking or paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community.

Adopted by the Board on September 27, 2017

PARKING REGULATIONS

1. C.V.C 25002 requires that the RIGHT-hand wheels be within 18" of the curb. This means that you may not park the "wrong way" on any IG streets. This also means that you may NOT "head-in" park on a cul-de-sac. First offense will result in a citation and may include fines and possible additional penalties. Subsequent offenses may result in fines and additional penalties.

2. C.V.C.2500 states you may not block a public or private driveway. You may park in front of your own garage/driveway.

3. Stored vehicles: Vehicles parked in the common area need to be moved every 96 hours. Vehicles that appear to have not moved will be marked; and if not moved in 96 hours, may be cited, which may result in fines and/or additional penalties. Subsequent infractions may result in towing without further notice.

4. Trailers, recreational vehicles and commercial vehicles are permitted within Irvine Groves for loading and unloading only and are not to be parked or stored within our community. These vehicles may be pre-approved to stay for 72 hours for loading and unloading, otherwise they may be subject to tow without further notice.

Adopted by the Board on April 25, 2022

Irvine Groves Homeowners Association

Policies, Procedures and Resolutions

ACTION
PROPERTY MANAGEMENT

IRVINE GROVES

PARKING RULES & REGULATIONS

1. Parking in a Fire Lane or Red Zone is not permitted within Irvine Groves.
First offense will result in a citation and may include fines and possible additional penalties.
Subsequent offenses may result in fines and possible towing without further notice.

2. C.V.C 25002 requires that the RIGHT-hand wheels be within 18" of the curb. This means that you may not park the "wrong way" on any IG streets. This also means that you may NOT "head-in" park on a cul-d-sac.
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These vehicles may be pre-approved to stay for 96 hours for loading and unloading, otherwise they may be subject to tow without further notice.

Adopted by the Board of Directors on April 25, 2022

SAFE-LIST PROGRAM

Residents who need to have their guests' vehicle(s) occasionally parked for a period that exceeds seventy-two (72) hours, not to exceed 30 days per quarter, are required to safe list the vehicle(s) by emailing the Community Manager directly with the following vehicle information: year, make, model and color. Please also be sure to include the date(s) the vehicle(s) will need to be safe-listed and why.

Any residents who would like to request a permanent safelisting for their own vehicle – such as the allowable two (2) that may be parked in the common area after having two (2) vehicles parked in their driveway – will need to fill out the enclosed form and submit to the Manager Assistant Team via maoc@actionlife.com noting their reason(s) for the request.

If a period longer than 30 days per quarter is needed, approval is required from the Board of Directors via written request through the Property Management Company. These requests must be provided at least two (2) weeks prior to the safelist start date.

The Safe-List confirmation number should be obtained from the Community Manager, once approved, and then placed on the dash of the safe-listed vehicle(s) for the Patrol Service to see.

If the vehicle is parked outside for a period exceeding seventy-two (72) consecutive hours, or the total of 30 days per quarter without approval of the Board of Directors, the vehicle is subject to warning and/or tow.

Adopted by the Board of Directors on October 26, 2022

IRVINE GROVES

THE IRVINE GROVES HOMEOWNERS ASSOCIATION VEHICLE REGISTRATION

Owner's Name: ________________________ Tenant's Name (if applicable): ___________________________

Irvine Groves' Address: ________________________

Day Phone:(___) ________________ Evening Phone:(___) ______________

A MAXIMUM OF FOUR (4) VEHICLES PER RESIDENCE MAY BE PARKED IN THE COMMUNITY (TWO (2) PARKED IN GARAGE OR DRIVEWAY AND 2 PARKED IN THE COMMON AREA). ANY OWNER/RESIDENT VEHICLE PARKED IN THE COMMON AREA MUST BE REGISTERED WITH THE ASSOCIATION. PLEASE PROVIDE THE FOLLOWING INFORMATION AS TO EACH OWNER/RESIDENT VEHICLE TO BE PARKED IN THE IRVINE GROVES COMMUNITY:

1. Vehicle Owner's Name: _________________________

Make: _________________ Model: _________________ Color: _______________

License plate #: _________________________________ State: _______

2. Vehicle Owner's Name: _________________________

Make: _________________ Model: _________________ Color: _______________

License plate #: _________________________________ State: _______

3. Vehicle Owner's Name: _________________________

Make: _________________ Model: _________________ Color: _______________

License plate #: _________________________________ State: _______

4. Vehicle Owner's Name: _________________________

Make: _________________ Model: _________________ Color: _______________

License plate #: _________________________________ State: _______

The undersigned Owner hereby acknowledges that he/she has read and understands the Association's Vehicle and Parking Policy and agrees to comply therewith.

Name (Printed): _________________________ Date: _______________________

Signed: ____

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IRVINE GROVES

ARCHITECTURAL RULES, REGULATIONS & GUIDELINES

PROHIBITION ON SMOKING AND THE OUTDOOR CULTIVATION OF MARIJUANA

Outdoor Cultivation of Marijuana Prohibited. No outdoor part of any Lot or Common Area shall be used for the cultivation of Marijuana. Notwithstanding the foregoing, the interior part of a private residence or accessory structure located on a Lot may be used for the cultivation of Marijuana pursuant to Health and Safety Code sections 11362.1-11362.45, provided that the interior part of such residence or structure to be used for cultivation is fully enclosed, secure, and screened from view from adjacent Lots or Common Area.

Smoking. In order to engender a healthy and environmentally friendly atmosphere and to reduce the harmful effects of second-hand smoke that may be experienced by the residents of the Association, there shall be no smoking whatsoever in any portion of the Common Area. For purposes of this provision, "smoking" shall include, but is not limited to, the use of cigarettes, electronic cigarettes (i.e., "e-cigs" and other "vaping" equipment), pipes, cigars or other smoking products of any kind used for the purpose of inhaling smoke from tobacco, marijuana, or any other natural foreign or artificial substances. Smoking anywhere in the Common Area shall subject the violating individual to penalties, including but not limited to the imposition of fines. Notwithstanding the foregoing, smoking is permitted within an Owner's residence provided that said smoking does not impact other neighboring Lots. To that end, Owners or residents of a Lot shall take all actions necessary to minimize the effect of smoking, including, without limitation, keeping all windows and doors shut tightly, installing air purifiers, smokeless ashtrays and other equipment to minimize the effect of smoke.

Adopted by the Board July 25, 2018

IRVINE GROVES HOMEOWNER'S ASSOCIATION
ARCHITECTURAL GUIDELINES
INSTALLATION OF ARTIFICIAL TURF

A. Landscape Alternatives

Front yard landscape can consist of a combination of natural grass, synthetic grass, rock and natural vegetative landscape. Homeowners may replace existing grass areas with a quality synthetic turf. The steps below will ensure a quality looking grass substitute.

The Architectural Review Committee i.e., ARC, strongly recommends that installation of artificial turf be done by a licensed contractor with prior experience with synthetic grass. The ARC also notes that special care needs to be addressed when placing turf around trees, planters, flower bed borders, concrete edging to insure the turf looks like natural grass against these common abutments. Discuss with your contractor how he/she plans to address these areas.

1. Artificial Grass/Turf

Artificial turf is a multi-step process that requires knowledgeable installation. Listed below is the minimal installation process that is acceptable.

a. Removal of existing grass or ground cover followed by an application of grass/weed killer.
b. Application of a 3 inch base crushed aggregate and/or decomposed granite.
c. Application of weed barrier (weed cloth).
d. Application of artificial turf using 4" to 6" galvanized landscape nails.
e. Any turf seams must be sealed with indoor/outdoor carpet seaming tape or recommended sealing adhesive.
f. Application of sufficient "infill" or "top coat" composed of black rubber pellets and/or sand.

Minimum Specifications for Artificial Turf/Grass

- Synthetic grass must be made of Polyethylene and be natural in appearance and must have brown highlights.
- Turf uniformity must be maintained for all areas that are visibly linked.
- Pile height must be a minimum of 1 ½".
- Pile weight must be a minimum of 48 ounces per square yard/face weight.
- Turf must have U.V. (ultraviolet) protection.
- Adequate drainage must be incorporated with Homeowner's design plan.
- Turf must have a minimum of five (5) year installation and product warrantee.

Artificial Turf Application Requirements

Applications for artificial turfs by Homeowners must contain the following information:

- Artificial turf product specification sheets.
- One square foot sample of turf.
- Photograph or detailed drawing of the area to be covered by synthetic turf and photo of proximity areas.
- Complete description of installation procedures for Homeowner's project.
- Must be installed by a licensed contractor.

ADOPTED BY THE BOARD ON MARCH 30, 2016

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IRVINE GROVES HOMEOWNERS ASSOCIATION

LEASING RESTRICTIONS ENFORCEMENT POLICY

No owner shall lease the unit or any part thereof for transient or hotel purposes. Any lease for a period of less than 30 days is prohibited. Each owner is responsible for providing the Association with the names and emergency telephone numbers for all residents of the owner's units. A registration form, available from the management company must be completed and returned to the Association's Management Agent within 30 days of any change of lot ownership or occupant.

Enforcement Action for Violations:

Please be aware that any violation of the short term, transient or hotel occupancy restrictions described above is considered an egregious breach of the Declaration's restrictions on single-family use, nuisance activity, and business and commercial activities as prohibited by the provisions of Article IX of the Declaration. Since an owner may receive a significant sum of money for short-term leasing of a unit for less than a period of thirty (30) days in violation of the Declaration, this is a consideration of the penalty for violations.

The Board, in its discretion, may levy a special assessment (as a monetary penalty) against an Owner in an initial amount of up to $5,000.00 for each violation of the restriction against short-term occupancy for less than a period of thirty (30) consecutive days, in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing).

Further, the special assessment monetary penalty described above may double for each subsequent violation, up to a maximum of $10,000.00 per violation. The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other enforcement action to remedy a violation.

ADOPTED BY THE BOARD ON AUGUST 26, 2015

IRVINE GROVES HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY

ADOPTED BY THE BOARD ON SEPTEMBER 24, 2013

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The Owner's rights and responsibilities under CC §5730 for assessments, foreclosures, payments, meetings and payment plans are included in Appendix A. The following are the Association's assessment collection practices and policies, pursuant to its Governing Documents and applicable law:

<u>Collection Practices and Policies</u>

1. Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received.
2. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
3. Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. (CC §5650(a)) .
4. Unpaid assessments are delinquent **30 days** after they are due. (CC §5650(b)). A late charge of $10.00 will be charged for any assessment which is not paid in full within 30 days of the due date.
5. Interest on the balance due will accrue at the rate of 12% per annum; commencing thirty (30) days after the assessment becomes due.
6. Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
7. If any assessment becomes delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner may be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate. No lien may be recorded, nor lien-related fees charged against the owner unless a majority of the members of the board approve such action.

8. As a general rule, the Board is encouraged to delay the filing of a lien until the overdue account balance of the owner exceeds either $430.00 or the amount of two months assessments (excluding late charges & interest). Additionally, the Board is encouraged to delay the charging of any lien related fees against an owner until the owner is 75 or more days overdue. The limitations set forth in this paragraph are not intended to be enforceable, but rather to act as a guide for the Board of Directors. Accordingly, subject to the restrictions set forth in the Declaration, the Board may in its discretion, file a lien or charge an owner lien related fees prior to meeting the standards set forth herein.

9. The following is a summary of the actions will be taken in response to delinquent assessments:

Action	Days overdue	Charges
Late fee assessed	30	$10
Interest begins to accrue on account balance due	30	12% per annum
Reminder notice sent to Owner	30	No charge
The Board of Directors will decide if it is appropriate to file a lien on the Owners property for outstanding assessments. No lien will be recorded, and no lien-related charges will be assessed to the Owner's account unless a majority of the members of the board of directors approves the decision to record the lien.	30-75	
An Intent to Lien letter is sent to the Owner by certified mail. Charges will be levied against the delinquent account for pre-lien processing which includes performing a title search of the property.	75	$135
The Owner has 30 days from the date the Intent to Lien package was mailed to pay the overdue account balance in full. A payment plan may be requested as outlined herein under Payment Plan Standards.	30 days after Intent to Lien letter	
A lien for the amount of any delinquent assessments, late charges, interest and costs of collection will be recorded against the owner's Property. The owner will be charged a fee for such lien.	30 days after Intent to Lien letter	$255
A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail. Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.	within ten calendar days of recordation of the lien	

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Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5657)	Within 21 days of receipt of full payment	$25
Upon authorization of the Board of Directors and in accordance with the conditions outlined in CC §5730 (Appendix A), a Notice of Intent to Foreclose will be sent to the Owner.		$25
Account will be referred to the Association attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.		Legal fees and costs

10. Owners may submit a written request to the Association to use a secondary address. Any such request must be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). (CC §4040(b)) The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

11. Without prejudice to its right to continue with and/or take other collection action, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §5855 and Corporations Code §7341. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §4510)

12. Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a Notice of Intent To Lien letter to the record owner, including all information required by CC §5650(a), by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report. All other costs associated with the Notice of Intent to Lien, including attorney's fees, shall be billed to the delinquent owner. The Notice of Intent to Lien shall be sent to the delinquent owner at least thirty **(30) days** prior to recording a lien against the delinquent owner's separate interest property.

13. Within fifteen (15) days from the date of the postmark of the Notice of Intent to Lien, an owner may dispute the delinquency by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy. (CC §§5915; §5660(f))

14. Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the Notice of Intent to Lien, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the standards for payment plans set forth herein below.

15. A delinquent owner may also request a payment plan to satisfy his or her debt, without first meeting with the board. Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts, which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs related to the administration of the payment plan and/or for the recording and/or release of any lien. Once a payment plan is entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan. (CC §5665)

16. If an owner to whom a Notice of intent to Lien is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. (CC §5675) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien. (CC §5705(c))

17. A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5675) Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.

18. Prior to initiating foreclosure of any lien, the Association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to CC §5900 and §5925 et seq. The decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

19. The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches $1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

20. If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d) Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, 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 Property shall be treated as the owner's mailing address. (CC §5705 (d)).

21. Within twenty one (21) days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685)

22. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

23. The mailing address for overnight payment of assessments, notices or requests, is: Irvine Groves Homeowners Association, c/o Action Property Management, Inc., 2603 Main Street, Ste 500, Irvine, CA 92614.

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IRVINE GROVES HOMEOWNERS ASSOCIATION

ENFORCEMENT POLICY AND FINE SCHEDULE

If the Board of Directors of the Association receives a complaint or written Violation Report (attached hereto and incorporated herein by this reference) from a member of the Association or observes that an alleged violation of the Association's governing documents has taken place, the following steps shall be taken:

1. ***Notice of Violation***. A letter will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The letter will include the following information: a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action.

2. ***Notice of Hearing***: If the violation is not cured within the timeframe set forth in the Notice of Violation letter, a Notice of Hearing will be sent via first-class U.S. mail or personal delivery to the owner of the residence. The Notice of Hearing will include the following information: (a) the alleged violation, (b) the provision of the Association's governing documents that was allegedly violated, (c) the date upon which the alleged violation must be cured to avoid further action, (d) the time, date and place of the next Board meeting at which the violation will be addressed in a hearing held in executive session. A copy of the Association's Enforcement Policy and Fine Schedule will be enclosed with the Notice of Hearing. The Notice of Hearing shall be sent at least ten (10) days prior to the scheduled hearing date.

3. ***Hearing***. On the date and at the time set forth in the Notice of Hearing the Board of Directors will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement, evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to review the evidence presented against him or her and address the Board in his or her defense.

4. ***Disciplinary Action***. If the Board of Directors, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by (a) levying an assessment pursuant to the CC&R's, (b) levying a fine, in accordance with the Association's Fine Schedule, and/or(c) suspending the owner's membership privileges; however, this does not relieve the owner's obligation to pay all assessments levied by the Association or to otherwise comply with the governing documents. Any suspension shall be for a period of time not exceeding thirty (30) days for any non-continuing violation. In the case of a continuing violation, such suspension may continue for as long as the violation continues.

5. ***Written Findings***. Within fifteen (15) days following the hearing, the Board of Directors shall provide the member a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery. No disciplinary action shall be effective until and unless such notice of Written Findings has been sent to the member.

6. ***Internal Dispute Resolution.*** If the violation is not cured after the hearing, the Association will proceed with "meet and confer" procedures pursuant to Civil Code Section 1363.840.

7. *Legal Action.* The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel. Certain violations may result in the immediate filing of a lawsuit.

FINE SCHEDULE

1. Each violation: $100.00 or temporary suspension of voting and/or recreational facilities use and voting rights.

2. Second violation: (i.e., same violation is repeated a second time in the same year); $200.00, and/or temporary suspension of recreational facilities use and voting rights.

3. Continuing violation (i.e., the violation is never cured): After the first month, each consecutive month thereafter, after notice and hearing, the Board may impose an escalating fine of up to $300.00 per month. For example, if the violation is failure to build in accordance with the approved plans, then the Board can impose a #100.00 fine the first month, a $200.00 fine the second month, and a $300.00 fine the third month and each month thereafter until the violation is cured.

4. At any time the Board of Directors may seek the assistance of legal counsel and or initiate legal proceedings to gain a member's compliance with the Association's governing documents and Rules and Regulations. If legal action is initiated and the Association prevails, then it will be entitled to seek reimbursement of attorney fees under California Code Section 1354 and Article XI, Section 4 of CC&R's.

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association's legal counsel for enforcement via alternative dispute resolution and/or litigation.

IRVINE GROVES HOMEOWERNS ASSOCIATION
VIOLATION REPORT

The purpose of this form is to report an alleged violation of the Irvine Groves Homeowners Association governing documents. Please note that as the reporting party, you may be called as a witness at a hearing before the Board and the alleged violating member may be given the opportunity to examine this report or ask questions of you as part of his or her due process rights. Your signature on this Violation Report indicates your willingness to be present at a hearing for purposes of determining whether a violation has occurred.

I. Reporting Party:

Name: ____

Address: ____

Phone: ____

II. Description of alleged violation (fill in as completely as possible)

____

____

____

____

Date: ______________ Time: ____________ Location: _____________________

III. Description of Alleged Violator

Name: ______________________________ Phone No.: ______________________

Address: ____

Additional Witness:

Name: ____

Address: ____

Signature of Reporting Party: _______________________________ Date: __________

Once completed, please return this report to Irvine Groves Homeowners Association, c/o Action Property Management, 2603 Main Street, Suite 500, Irvine, CA 92614.
THE ALLEGED VIOLATOR MAY HAVE A RIGHT TO A COPY OF THIS REPORT. THE ASSOCIATION DOES NOT GUARANTEE THAT THIS REPORT WILL REMAIN CONFIDENTIAL.

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Owners shall be held responsible for any personal injury or property damage caused by their pets *(i.e.* damage to persons or property, plants, lawns, etc.).

No animals, reptiles, livestock, or poultry of any kind shall be bred, raised or kept in any residence, except for dogs, cats or other species that are specifically regarded and recognized as common household pets. More than two (each) of such household pets shall be deemed as "kept for breeding or commercial purposes" in violation of this rule and Article IX, Section 11 of the CC&R's.

POOLS AND SPAS

Pool and Spa Hours: 7:00 a.m. to 11:00 p.m.
Seven days a week

Irvine Groves has two separate pools and spas. One is located at the North end of the complex and is designated as the North pool. The second is located just in front of the Clubhouse, and is called the Clubhouse pool. The pools may be used by anyone, however, anyone under 14 years of age must be accompanied by an adult, i.e., over eighteen (18) years of age. The spas are intended for use by persons 18 years of age and over only. For health and safety reasons, children under the age of four (4) are prohibited from using the spa. Children older than four (4) years of age and younger must be accompanied by an adult, i.e., over eighteen (18) years of age) while using the spa. Pools and spas are heated year round. The clubhouse pool is heated the entire time. Both spas are heated year round.

Individuals using the pool and spa shall keep noise to a minimum so as not to disturb the peaceful environment of other residents.

1. Enter the pool through the gate only. Climbing over the fence or gate is prohibited. A fine can be imposed for this. Keep the pool areas locked at all times in including while you are inside. This is for your protection and to prevent vandalism and unauthorized use.

2. Do not loan or give keys to any non-resident. If a key is loaned or given to a non-resident, then the Board may temporarily suspend the loaning owner's use of the facilities, fine the offending owner for each offense, or both. The cost for replacement key is $100.00.

3. Guests must always be accompanied by an adult resident host 18 years of age or older, when using the pool and spa facilities.

4. No horseplay, running, jumping, or diving is permitted. Use discretion when participating in water games or water play so as not to annoy other residents or guests. Rafts and flotation devices will be used only when they will not disturb others.

5. Roller skates, skateboards, bicycles, tricycles, motorbikes, rollerblades, or other wheeled toys or sporting equipment are prohibited in the pool area.

6. Chewing gum is prohibited in the pool area. Dispose of gum prior to entering the pool area.

7. No glass is permitted in the pool area. Only unbreakable containers are allowed. All containers must be removed or disposed of in the receptacles provided. Injuries resulting from broken glass are not the responsibility of the Association. **DO NOT BRING GLASS INTO THE POOL AREA.**

8. All persons utilizing the pool and spa facilities are expected to clean up and dispose of all litter in the trash containers.

9. The life ring and pole are not to be taken down for any reason other than emergency lifesaving purposes. This equipment is for your safety and a life could depend on its availability.

10. Except for certified assistance animals approved by the Board, pets of any kind are not permitted in the pool, on the deck, or anywhere within the fenced pool area. **THESE VIOLATIONS MAY RESULT IN SUBSTANTIAL FINES, AFTER NOTICE AND HEARING.**

11. Pool furniture must not be removed from the pool deck area. Furniture may not be reserved or held, or taken to the grass areas of the complex.

12. **LIFEGUARD SERVICE IS NOT PROVIDED. CHILDREN UNDER THE AGE OF 14 MUST BE ACCOMPANIED BY AN ADULT 18 YEARS OF AGE OR OLDER AT ALL TIMES IN THE POOL/SPA AREA.**

13. The rules posted in the pool and spa areas must be adhered to at all times.

14. For your safety and security, make sure pool gates are securely shut and locked at all times.

15. Urinating in the pool is prohibited. Appropriate leak-proof swimwear must be worn by all persons using the pool with bladder control problems, and all infants and toddler children.

16. There will be no nude swimming permitted at any time. WEAR PROPER SWIM ATTIRE AT ALL TIMES WHEN USING THE POOL AND SPA.

17. California state law requires that all persons shower prior to entering the pool and spa.

18. Sun tan lotion and tanning oils must be showered off prior to entering the pool and spa.

19. No cans or foreign objects can be thrown into the pool or spa.

20. Radios and other sound equipment shall be kept at a minimal volume so as not to disturb other residents or guests using the pool or spa.

21. Absolutely no additives such as bubble bath, soap, shampoo, etc. may be used in the pool or spa. Violating owners will be assessed the cost of draining, cleaning and refilling the pool and/or spa, and are subject to a fine.

22. At the discretion of the Board, pool monitors may be retained for the summer season, which is generally from Memorial Day weekend to just after the Labor Day weekend. Pool Monitors are neither Lifeguards nor babysitters. They are contracted to monitor activities at the pools.

23. Smoking is not permitted in the common area swimming pool and spa areas of the community. (Adopted May 13, 2009)

24. No food or alcohol is to be brought into the pool area.

25. Violations of the above rules may result in substantial fines, after notice and hearing.

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CLUBHOUSE RULES

Use of the Clubhouse is restricted to members of the Irvine Groves Homeowners Association, their families & guests.

ADOPTED BY THE BOARD ON SEPTEMBER 28, 2016 – See Clubhouse Agreement and Rules

TENNIS COURTS

It is the responsibility of each resident to clean up the tennis court area prior to using the facility. Keep the tennis court areas locked at all times, including while inside the court area. This is for your protection and to prevent vandalism and unauthorized use. Climbing over the fence is prohibited.

1. Courts are to be used for tennis only.

2. Only tennis shoes are allowed on courts or within court areas.

3. No food or drink, other than those in plastic containers, allowed within court areas.

4. Tennis ethics shall prevail, e.g. one hour for play if other people are waiting.

5. Those waiting must remain outside the court area.

6. Rules are posted, at each tennis court.

7. No rollerblading, scooters or skateboarding in the Tennis Court area.

8. Member (or authorized Resident) must accompany guests for the use of the tennis courts.

9. Hours for use of tennis courts will be 7:00 a.m. to 11:00 p.m. seven days a week. Lights operate on an automatic timer and turn off at 11:00 p.m.

10. It is recommended that automobiles driven to the tennis court area be parked at the cul-de-sac end of Bird Wing rather than on Skipper due to congested conditions on Skipper.

SIGNS

Signs to advertise the rental or sale of a lot are limited to one such sign of customary size (18" x 24") or less and may be displayed in a window, affixed temporarily to a garage door or on a free standing post upon an owner's lot. Signs advertising the rental or sale of a residence may be displayed in the Common Area but must be removed by sundown the same day and are limited to Caravan Days, Saturdays and Sundays only.

Irvine Groves HOA Vehicle and Parking Policy

Vehicle and Parking Policy Index

Revised 5/20/2010

Vehicle and Parking Policy

I. Overview

Irvine Groves Homeowners Association (IGHOA) Vehicle and Parking Policy is provided to ensure access for emergency vehicles, the safety of everyone within our association boundaries, and the fair and even distribution of available parking to each homeowner. The Board of Directors, which is made up of homeowners who live in Irvine Groves and volunteer their time to serve this community, will review the Vehicle and Parking Policy from time to time as the need arises. Every resident is encouraged to follow these policies for their safety, their family's and their neighbor's, which live in this private community.

II. Definitions

A. "Vehicle" includes, without limitation, all conventional passenger vehicles, such as sedans, pick-up trucks, sport utility vehicles, and motorcycles.

B. "Recreational Vehicle" includes, without limitation, motor homes, campers, boats, trailers, or any other similar type of equipment or vehicle.

C. "Commercial Vehicle" is defined as a truck, or vehicle, of greater than one and one-half (1.5) ton capacity.

III. Responsibility of Compliance to IGHOA Vehicle and Parking Policy

Homeowners are responsible at all times for anyone living at, or visiting, their home in Irvine Groves and ensuring their compliance with this policy. This includes, but is not limited to, anyone renting, leasing, or staying at the homeowner's residence in Irvine Groves.

IV. Parking

A. Residents and Homeowners

1. Each household may park a maximum of four (4) vehicles in the Irvine Groves Community - 2 Vehicles in the garage and/or driveway and 2 vehicles parked in the Common Area (i.e., streets and/or courtyard parking spaces) with Association issued decals/hanging tags.

2. In order to receive a parking tag or decal, the vehicle must first be registered with the Association using the Vehicle Registration form (attached). A registered vehicle will be assigned either a parking decal or hanging tag. Each parking tag/decal will be numbered and assigned to a registered homeowner vehicle. A parking decal is not transferrable to another vehicle.

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3. All owner/resident vehicles parked in the Common Area must be registered with the Association and display an Association issued parking tag or decal at all times whiled parked in the Irvine Groves Community. Any vehicle parked in the community that is not registered with Irvine Groves (except visitor's vehicles), even if a valid parking tag or decal is displayed, will be subject to being cited, fined and/or towed for violating the parking rules.

4. Hanging tags must be displayed, print side out from the inside rearview mirror. If the vehicle dos not have a rearview mirror, then the tag shall be displayed on the driver's side dashboard. A hanging tag shall not be displayed in any other location. A decal must be permanently affixed to the driver's side front windshield.

5. An owner/resident's vehicle may be parked in the community for a maximum of fifteen (15) consecutive days pending the registration of the vehicle with the Association and issuance of a parking decal/tag. Any citations issued during this fifteen (15) day period will be dismissed so long as the vehicle owner displays a sign in the driver's side dashboard stating "New Homeowner" or "New Vehicle" in big, bold letters, along with the homeowner/resident's address. If such sign is not displayed or visible from outside of the vehicle, then a citation issued during this fifteen (15) day period will not be dismissed.

6. Damaged parking tags returned to the Association will be replaced free of charge. Lost parking tag/decals will be cancelled and replaced, subject to $100.00 non-refundable replacement fee, payable to Association before the issuance of a replacement tag/decal.

B. Visitors

1. All visitors' vehicles must display an 8" x 11" sheet of paper, printed side out, while parked in the Irvine Groves community.

2. Temporary Visitor Parking (anyone parked in IG who is not a permanent resident)
   a. Any temporary visitor of an IG homeowner must display a notice as listed in "2.c"
   b. Any homeowner that will be hosting an event, at which more than four (4) vehicles are anticipated, must contact IG Patrol Company at least three (3) business days in advance to notify them of the event.
   c. The Homeowner must provide each guest with an 8 1/2 x 11 inch sheet of paper listing homeowner's name, address, approved parking date (s), which shall be displayed on the driver's side of the dashboard. (passes may be photo copied for the larger groups).
   d. Homeowner shall notify Patrol Company of the specific number of vehicles expected to attend an event.

3. Homeowners are responsible for parking violations of visitors to the home.

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C. Extended Parking (vacation, etc.)

1. No vehicle shall be parked in the Common Area for more than 96 consecutive hours, without prior approval.
2. Owners/residents must call the IGHOA Patrol Company at least two (2) business days in advance, if the owner/resident, or an owner/resident's guest, intends to park in the Common Area for more than 96 consecutive hours ("Extended Stationary/Safelist Parking").
3. Maximum Extended Stationary Parking is 21 days in a six (6) month period.
4. For the safety of our homeowners no indication of Extended Stationary Parking permission need be shown in the vehicle. However, a parking tag must be appropriately shown. The owner/resident should keep note of the date/time he/she called and the name of the representative from the Patrol Company that approved the Extended Stationary/Safelist Parking.
5. As a courtesy to your neighbors it is encouraged that Extended/Safelist Parking be done in your garage or along the Butterfly wall rather than in the paddle (parking spots in the Cul De Sac).

D. Holiday Parking

1. During the following Holidays, IG hang tags/decals and guest parking notices will not be required. IG residents will still be required to abide by all other parking requirements however.
2. Holidays: New Years Eve, New Years Day, Memorial Day, Mother's Day, Father's Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.
3. Due to the fireworks at Irvine High School July 4th must remain under regular parking rules.

E. Garage

1. **Must have space for at least one vehicle to be parked inside.**
2. The contracted Patrol Company shall report to the Board any open garage that shows its owner/resident is in violation of the above requirement.
3. Only homeowners or their guest may park parallel to and in front of a homeowner's own garage or driveway at any time except where, there is designated red curbing.
4. A vehicle may not be parked as if entering or leaving the garage if any part of it extends beyond the curb and into the street.

F. Curbs

1. All vehicles must be parked parallel to the curb in the direction going with the flow of traffic.
2. Only the IGHOA is authorized to designate and/or paint curbing.
3. Red painted curbs means: No parking at any time.

G. Violation Enforcement

1. Vehicles parked in violation of this Policy may be issued a warning citation by the Patrol Company contracted by IGHOA, be subject to a fine (after notice and hearing), and/or be towed at the vehicle owner's expense .

2. Citations and Fines

a. A warning citation shall be issued for the following first-time violations:

i. Improper display of a parking tag/decal;
ii. Parked in a designated non-parking area;
iii. Any other violation of the Vehicle and Parking Policy (except for vehicles parked as set forth in Section 3(a)(i)-(iii) below, for which immediate towing without notice is authorized).

b. A fine may be imposed for continuing violations of those listed above and all other violations of this Policy pursuant to the Association's Fining and Enforcement Procedure.

3. Towing

a. A vehicle may be towed from the community for any violation of this Policy, including but not limited to the following:

i. Vehicle parked in a designated fire lane
ii. Vehicle parked within fifteen (15) feet of a fire hydrant
iii. Vehicle parked in a manner that interferes with any entrance to or exit from the Association or any residence
iv. Vehicle displaying a cancelled parking tag/decal
v. Vehicle parked in the same location for 96 continuous hours after citing and is not on the "Extended/Safelist Parking " list
vi. Vehicle parked with a photocopied or counterfeited parking decal/tag
vii. Parking a non-listed vehicle in the community without a parking tag.
viii. Vehicle with 3 violations of the same rule within 6 consecutive month period and has been issued 2 prior citations; **third violation is a tow**

b. **Vehicles parked in violation of subjections (i) through (iii) above are subject to immediate tow without prior notice. For violations (iv)-(viii) above, the vehicle is subject to being towed after 96 hours, or more, have lapsed after notice of the violation is given.**

c. All towing costs assessed by the towing company are the financial responsibility of the vehicle owner.

H. Recreational Vehicles

1. Motor homes, campers, boats, trailers, jet skis, and other recreational-type vehicles may not be parked anywhere in the community so as to be visible from the Common Area or neighboring residences, except for temporary purposes authorized below.

2. Recreational Vehicles (including but not limited to motor homes, campers, boats, trailers, jet skis, etc.) may be parked within IGHOA for loading and unloading purposes only for 8 hours or less, but not overnight.

3. Boats and watercraft on trailers may only be stored in garages and only if door will close completely.

V. <u>Moving Violations</u>

A. Traffic Rules

1. For the safety of IG residents, the City of Irvine rules and all State vehicle code and other statutes relating to moving vehicles will apply in IGHOA.
2. Posted speed limits and stop signs will be enforced.
3. Any violation of these rules by IGHOA Members is subject to being cited and fines imposed.

IRVINE GROVES HOMEOWNERS ASSOCIATION

VEHICLE REGISTRATION

Owner's Name: ______________________________

Resident/Tenant's Name (if applicable): ______________________________

Address: ______________________________

Day Phone:(____)______________ Evening Phone:(____)______________

A MAXIMUM OF FOUR (4) VEHICLES PER RESIDENCE MAY BE PARKED IN THE COMMUNITY (2 PARKED IN GARAGE OR DRIVEWAY AND 2 PARKED IN THE COMMON AREA). ANY OWNER/RESIDENT VEHICLE PARKED IN THE COMMON AREA MUST BE REGISTERED WITH THE ASSOCIATION. PLEASE PROVIDE THE FOLLOWING INFORMATION AS TO EACH OWNER/RESIDENT VEHICLE TO BE PARKED IN THE IRVINE GROVES COMMUNITY:

1. Vehicle Owner's Name: ______________________________

Make: __________ Model: __________ Color: __________ State/Lic.: __________

FOR ASSOCIATION USE ONLY:

Decal/Hang Tag # ______________________
Date issued: ______________________
By: ______________________

2. Vehicle Owner's Name: ______________________________

Make: __________ Model: __________ Color: __________ State/Lic.: __________

FOR ASSOCIATION USE ONLY:

Decal/Hang Tag # ______________________
Date issued: ______________________
By: ______________________

3. Vehicle Owner's Name: ______________________________

Make: __________ Model: __________ Color: __________ State/Lic.: __________

FOR ASSOCIATION USE ONLY:

Decal/Hang Tag # ______________________
Date issued: ______________________
By: ______________________

The Irvine Groves Homeowners Association
Adopted Vehicle and Parking Policy

11/18/10

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4. Vehicle Owner's Name: ____________________

Make: ________ Model: ________ Color: ________ State/Lic.:________

FOR ASSOCIATION USE ONLY:

Decal/Hang Tag # ____________________
Date issued: ____________________
By: ____________________

FOR ASSOCIATION USE ONLY:

Decal/Hang Tag # ____________________
Date issued: ____________________
By: ____________________

The undersigned Owner/Resident hereby acknowledges that he/she has read and understands the Association's Vehicle and Parking Policy and agrees to comply therewith.

Dated: ____________________

Signed: ____________________

Name: ____________________
Please Print

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Irvine Groves Homeowners Association

Complete Reserve Study

ACTION
PROPERTY MANAGEMENT

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Irvine Groves Homeowners Association

Irvine, CA

Report #: 5442-13
Beginning: January 1, 2022
Expires: December 31, 2022

RESERVE STUDY
Update "No-Site-Visit"

November 1, 2021

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is " predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**
  Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.
- **Reserve Fund Strength**
  A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.
- **Reserve Funding Plan**
  A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

Questions?

Please contact your Project Manager directly.

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Table of Contents

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Reserve Study Executive Summary — No-Site-Visit

Irvine Groves Homeowners Association — Report #: **5442-13**
Irvine, CA — # of Units: 231
Level of Service: **Update "No-Site-Visit"** — **January 1, 2022** through **December 31, 2022**

Findings & Recommendations — **as of January 1, 2022**

Projected Starting Reserve Balance	**$866,944**
Current Full Funding Reserve Balance	**$942,954**
Average Reserve Deficit (Surplus) Per Unit	**$329**
Percent Funded	**91.9 %**
Recommended 2022 "Monthly Full Funding Contributions"	**$14,300**
Alternate minimum contributions to keep Reserve above $0	**$10,700**
Most Recent Reserve Contribution Rate	**$10,503**

Reserve Fund Strength: 91.9%

	Weak	Fair	Strong	
	< 30%	< 70%		> 130%
			X	
Risk of Special Assessment:	High	Medium	Low	

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves . . . **1.00 %**
Annual Inflation Rate . . . **3.00 %**

This is an Update "No-Site-Visit", and is based on a prior Report prepared by Association Reserves. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist,Sabrina C. Willison RS #334.

The Reserve Fund is above the 70% Funded level at 91.9 % Funded, which is a strong position for the fund to be in. This means that the association's special assessment & deferred maintenance risk is currently low. The objective of your multi-year Funding Plan is to continue to Fully Fund Reserves and maintain a position of strength in the fund, where associations enjoy a low risk of Reserve cash flow problems. Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions to $14,300.

*The Alternative Contribution rate, also called Baseline Funding will keep the Reserve Funds above $0. This figure for your association is $10,700.

To receive a copy of the full Reserve Study, contact the Association.

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Executive Summary Table

Report # 5442-13
No-Site-Visit

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
	General Areas			
320	Pole Lights - Replace	20	14	$37,500
323	Tennis Ct Lights - Replace	20	15	$24,000
324	Entry Area Lights - Replace	15	7	$4,950
331	Landscape Lights - Replace	12	6	$11,500
1003	Controller Enclosures - Replace	24	0	$12,500
1003	Irrigation Controllers - Replace	12	0	$12,000
1305	Entry Landscape - Refurbish	20	13	$74,000
1311	Tile Roof - Replace	35	4	$28,800
1402	Entry Monument - Replace	20	13	$7,400
1405	Street/Walkway Signs - Replace	18	13	$12,500
6920	Backflow Devices - Replace	25	20	$1,500
	North Pool Area			
104	North Concrete Deck - Seal/Repair	5	4	$12,250
105	North Concrete Deck - Resurface	20	19	$38,500
404	North Patio Furniture - Replace	6	1	$3,300
803	Cabana Water Heater - Replace	15	0	$1,250
907	Cabana Ceramic Tile - Replace	20	4	$7,300
907	North Tile Shower - Replace	20	0	$2,000
909	North Plumbing Fixtures - Replace	20	0	$7,750
1120	North Pool Trellis - Replace	25	11	$18,000
1200	North Pool Deck - Repair/Replace	20	14	$10,500
1202	North Pool - Resurface & Retile	12	8	$18,500
1203	North Spa - Resurface & Retile	8	4	$6,900
1207	North Pool Filter - Replace	10	0	$1,950
1207	North Spa Filter - Replace	10	0	$1,300
1208	North Pool Heater - Replace	10	9	$5,100
1208	North Spa Heater - Replace	10	9	$4,600
1210	North Pool Area Pumps - Replace	5	0	$7,700
1213	North Pool Area, Mastic - Replace	4	3	$1,500
	Main Pool Area			
104	Main Concrete Deck - Seal/Repair	5	4	$14,000
105	Main Concrete Deck - Resurface	20	19	$44,000
404	Main Pool Patio Furniture - Replace	6	1	$6,700
1120	Main Pool Trellis - Replace	25	11	$18,000
1200	Main Pool Deck - Repair/Replace	20	19	$26,000
1202	Main Pool - Resurface & Retile	12	0	$18,500
1203	Main Spa - Resurface & Retile	8	4	$4,800

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1207	Main Pool Filter - Replace	10	0	$1,950
1207	Main Spa Filter - Replace	10	0	$1,300
1208	Main Pool Heater - Replace	10	9	$5,100
1208	Main Spa Heater - Replace	10	9	$4,600
1210	Main Pool Area Pumps - Replace	5	0	$7,700
1213	Main Pool, Mastic - Replace	4	3	$2,000
	Clubhouse			
205	Decorative Stone - Replace	15	9	$38,000
303	HVAC Units - Replace	20	0	$6,200
325	Ceiling Fans - Replace	20	14	$2,000
325	Clubhouse Lights - Replace	20	16	$4,500
608	Clubhouse Laminate Floor - Replace	20	9	$5,600
803	Clubhouse Water Heater - Replace	15	0	$1,000
901	Clubhouse Appliances - Replace	20	14	$4,100
907	Clubhouse Tile Shower - Replace	20	0	$3,950
908	Clubhouse Interior Tile - Replace	20	14	$8,750
908	Window Treatments - Replace	20	14	$10,500
909	Clubhse Plumbing Fixtures - Replace	20	14	$4,900
910	Cabinets/Counters - Refurbish	30	24	$4,550
911	Smoke Detectors - Replace	10	4	$1,250
912	Security Cameras - Replace	5	4	$5,000
	Paved & Concrete Areas			
103	Concrete Walks - Repair	1	0	$5,000
103	Pavers - Replace	25	19	$41,000
201	Asphalt - Resurface	24	9	$752,150
202	Asphalt - Repair/Seal	4	3	$54,700
	Painting Projects			
1106	Chain Link Fence - Repaint	6	2	$10,350
1107	Iron Fence/Rail - Repaint	3	2	$4,750
1110	Interior Surfaces - Repaint	10	2	$3,000
1115	Wood/Stucco - Repaint	8	6	$440,000
	Walls & Fences			
501	Stucco Wall - Repairs	16	6	$6,250
502	Chain Link Fence - Replace	25	2	$27,000
503	Clubhouse Iron - Replace	24	15	$20,000
503	North Pool Iron - Replace	24	12	$25,000
	Tennis Courts			
1604	Tennis Court - Resurface	6	0	$10,350
68	**Total Funded Components**			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

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Introduction

A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.

Reserve contributions are not "for the future". Reserve contributions are designed to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology

For this Update No-Site-Visit Reserve Study, we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

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Which Physical Assets are Funded by Reserves?

RESERVE COMPONENT "FOUR-PART TEST"

There is a national-standard four-part test to determine which expenses should appear in your Reserve Component List. First, it must be a common area maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an association's total budget). This limits Reserve Components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

1) Visual Inspection (observed wear and age)
2) Association Reserves database of experience
3) Client History (install dates & previous life cycle information)
4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

1) Actual client cost history, or current proposals
2) Comparison to Association Reserves database of work done at similar associations
3) Vendor Recommendations
4) Reliable National Industry cost estimating guidebooks

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How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
2) Compare that to the Reserve Fund Balance, and express as a percentage.

Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

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How much should we contribute?

RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with <u>sufficient cash</u> to perform your Reserve projects on time. Second, a <u>stable contribution</u> is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are <u>evenly distributed</u> over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is <u>fiscally responsible</u> and safe for Boardmembers to recommend to their association. Remember, it is the Board's <u>job</u> to provide for the ongoing care of the common areas. Boardmembers invite liability exposure when Reserve contributions are inadequate to offset ongoing common area deterioration.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "<u>Full Funding</u>" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **<u>This is simple, responsible, and our recommendation.</u>** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*

FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called <u>Baseline Funding</u>. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. <u>Threshold Funding</u> is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the significant expenses throughout the next 30 years and plan to fund Reserves accordingly.

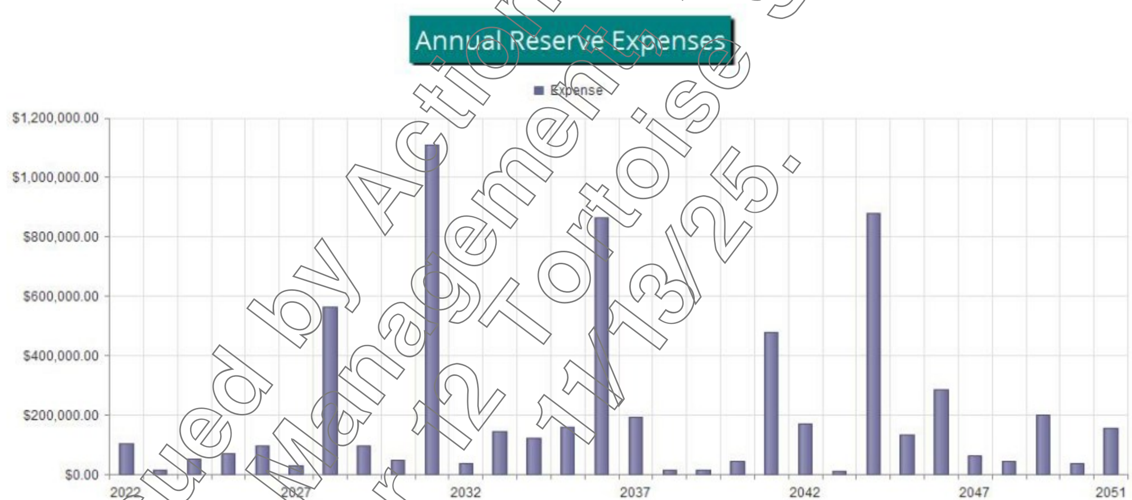

Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance amount, projected to be $866,944 as-of the start of your Fiscal Year on 1/1/2022.

This is based on your actual balance on 9/30/2021 of $893,015 and anticipated Reserve contributions and expenses projected through the end of your Fiscal Year.

As of your Fiscal Year Start, your Fully Funded Balance is computed to be $942,954. This figure represents the deteriorated value of your common area components.

Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 91.9 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of $14,300 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

Figure 2

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The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

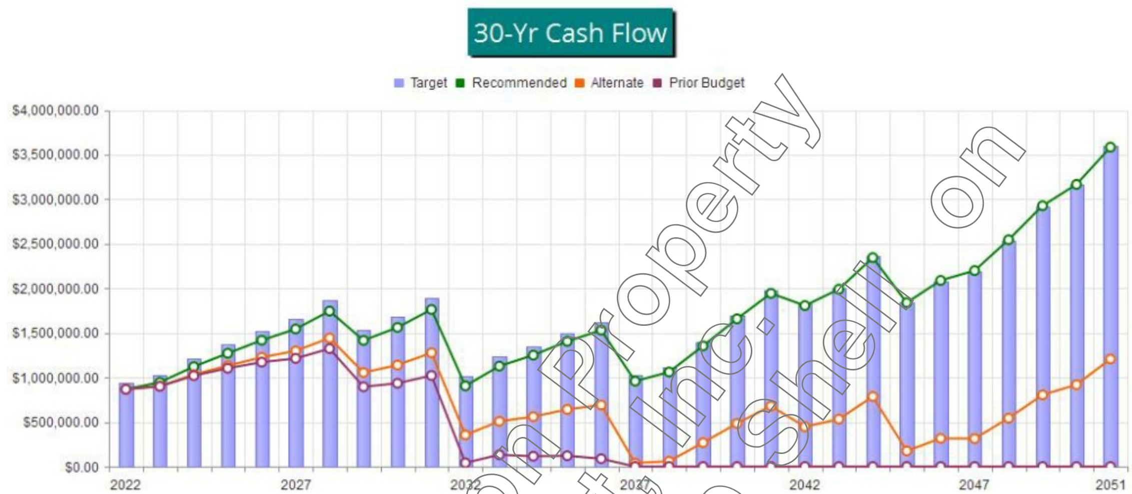

Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

Figure 4

Table Descriptions

Executive Summary is a summary of your Reserve Components

Budget Summary is a management and accounting tool, summarizing groupings of your Reserve Components.

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting & Tax Summary provides information on each Component's proportion of key totals. If shown, the Current Fund Balance is a re-distribution of the current Reserve total to near-term (low RUL) projects first. Any Reserve contribution shown is a portion of the total current contribution rate, assigned proportionally on the basis of that component's deterioration cost/yr. As this is a Cash Flow analysis in which no funds are assigned or restricted to particular components, all values shown are only representative and have no merit outside of tax preparation purposes. They are not useful for Reserve funding calculations.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Budget Summary

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	Useful Life Min	Useful Life Max	2022 Rem. Useful Life Min	2022 Rem. Useful Life Max	Estimated Replacement Cost in 2022	2022 Expenditures	01/01/2022 Fully Funded Balance	Remaining Bal. to be Funded	2022 Contributions
General Areas	12	35	0	20	$226,650	$24,500	$107,911	$157,950	$12,398
North Pool Area	4	25	0	19	$148,400	$21,950	$59,107	$94,368	$13,676
Main Pool Area	4	25	0	19	$154,650	$29,450	$55,283	$102,867	$14,637
Clubhouse	5	30	0	24	$100,300	$11,150	$42,065	$69,120	$6,883
Paved & Concrete Areas	1	25	0	19	$852,850	$5,000	$498,609	$364,081	$55,538
Painting Projects	3	10	2	6	$458,100	$0	$120,883	$337,217	$63,015
Walls & Fences	16	25	2	15	$78,250	$0	$48,746	$37,004	$3,597
Tennis Courts	6	6	0	0	$10,350	$10,350	$10,350	$0	$1,855
					$2,029,550	$102,400	$942,954	$1,162,606	$171,600

Percent Funded: 91.9%

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Reserve Component List Detail

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#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate
	General Areas				
320	Pole Lights - Replace	(31) Lights	20	14	$37,500
323	Tennis Ct Lights - Replace	(16) Lights	20	15	$24,000
324	Entry Area Lights - Replace	(8) Lights	15	7	$4,950
331	Landscape Lights - Replace	Numerous Lights	12	6	$11,500
1003	Controller Enclosures - Replace	(5) Enclosures	24	0	$12,500
1003	Irrigation Controllers - Replace	(5) Various Controllers	12	0	$12,000
1305	Entry Landscape - Refurbish	Extensive GSF	20	13	$74,000
1311	Tile Roof - Replace	Approx 3,600 GSF	35	4	$28,800
1402	Entry Monument - Replace	(1) Monument	20	13	$7,400
1405	Street/Walkway Signs - Replace	Numerous Signs	18	13	$12,500
6920	Backflow Devices - Replace	(1) 2" Device	25	20	$1,500
	North Pool Area				
104	North Concrete Deck - Seal/Repair	Approx. 3,500 GSF	5	4	$12,250
105	North Concrete Deck - Resurface	Approx. 3,500 GSF	20	19	$38,500
404	North Patio Furniture - Replace	(14) Assorted pieces	6	1	$3,300
803	Cabana Water Heater - Replace	(1) Bradford White	15	0	$1,250
907	Cabana Ceramic Tile - Replace	Approx 330 GSF	20	4	$7,300
907	North Tile Shower - Replace	Approx 90 GSF	20	0	$2,000
909	North Plumbing Fixtures - Replace	(8) Assorted fixtures	20	0	$7,750
1120	North Pool Trellis - Replace	Approx 360 GSF	25	11	$18,000
1200	North Pool Deck - Repair/Replace	Approx. 3,500 GSF	20	14	$10,500
1202	North Pool - Resurface & Retile	(1) Large Pool	12	8	$18,500
1203	North Spa - Resurface & Retile	(1) Spa	8	4	$6,900
1207	North Pool Filter - Replace	(1) 72 GSF, Filter	10	0	$1,950
1207	North Spa Filter - Replace	(1) 48 GSF, Filter	10	0	$1,300
1208	North Pool Heater - Replace	(1) RayPak 405K BTU	10	9	$5,100
1208	North Spa Heater - Replace	(1) RayPak Heater	10	9	$4,600
1210	North Pool Area Pumps - Replace	(4) Various Pumps	5	0	$7,700
1213	North Pool Area, Mastic - Replace	Approx 172 LF	4	3	$1,500
	Main Pool Area				
104	Main Concrete Deck - Seal/Repair	Approx. 4,000 GSF	5	4	$14,000
105	Main Concrete Deck - Resurface	Approx. 4,000 GSF	20	19	$44,000
404	Main Pool Patio Furniture - Replace	(24) Assorted pieces	6	1	$6,700
1120	Main Pool Trellis - Replace	Approx 360 GSF	25	11	$18,000
1200	Main Pool Deck - Repair/Replace	Approx. 4,000 GSF	20	19	$26,000
1202	Main Pool - Resurface & Retile	(1) Large Pool	12	0	$18,500
1203	Main Spa - Resurface & Retile	(1) Spa	8	4	$4,800
1207	Main Pool Filter - Replace	(1) Pentair 72 sq ft	10	0	$1,950
1207	Main Spa Filter - Replace	(1) Hayward 48 GSF	10	0	$1,300
1208	Main Pool Heater - Replace	(1) Raypak Heater	10	9	$5,100
1208	Main Spa Heater - Replace	(1) Hayward Heater	10	9	$4,600
1210	Main Pool Area Pumps - Replace	(4) Pump/Motor Assembly	5	0	$7,700
1213	Main Pool, Mastic - Replace	Approx 232 LF	4	3	$2,000

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate
	Clubhouse				
205	Decorative Stone - Replace	Approx 1,650 GSF	15	9	$38,000
303	HVAC Units - Replace	(1) Carrier	20	0	$6,200
325	Ceiling Fans - Replace	(3) Fans	20	14	$2,000
325	Clubhouse Lights - Replace	(26) Lights	20	16	$4,500
608	Clubhouse Laminate Floor - Replace	Approx 300 GSF	20	9	$5,600
803	Clubhouse Water Heater - Replace	(1) GE Water heater	15	0	$1,000
901	Clubhouse Appliances - Replace	(5) Assorted units	20	14	$4,100
907	Clubhouse Tile Shower - Replace	Approx 168 GSF	20	0	$3,950
908	Clubhouse Interior Tile - Replace	Approx 274 GSF	20	14	$8,750
908	Window Treatments - Replace	Approx 264 LF	20	14	$10,500
909	Clubhse Plumbing Fixtures - Replace	(6) Assorted fixtures	20	14	$4,900
910	Cabinets/Counters - Refurbish	Approx 23 LF	30	24	$4,550
911	Smoke Detectors - Replace	(1) System	10	4	$1,250
912	Security Cameras - Replace	(1) System	5	4	$5,000
	Paved & Concrete Areas				
103	Concrete Walks - Repair	Extensive GSF	1	0	$5,000
103	Pavers - Replace	Extensive GSF	25	19	$41,000
201	Asphalt - Resurface	Approx 273,500 GSF	24	9	$752,150
202	Asphalt - Repair/Seal	Approx 273,500 GSF	4	3	$54,700
	Painting Projects				
1106	Chain Link Fence - Repaint	680 LF	6	2	$10,350
1107	Iron Fence/Rail - Repaint	Approx 3,100 GSF	3	2	$4,750
1110	Interior Surfaces - Repaint	Approx 2,200 GSF	10	2	$3,000
1115	Wood/Stucco - Repaint	(231) Units	8	6	$440,000
	Walls & Fences				
501	Stucco Wall - Repairs	Approx 3,700 GSF	16	6	$6,250
502	Chain Link Fence - Replace	Approx 680 LF	25	2	$27,000
503	Clubhouse Iron - Replace	Approx 320 LF	24	15	$20,000
503	North Pool Iron - Replace	Approx 400 LF	24	12	$25,000
	Tennis Courts				
1604	Tennis Court - Resurface	Approx 14,400 GSF	6	0	$10,350

68 Total Funded Components

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Fully Funded Balance

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#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
	General Areas							
320	Pole Lights - Replace	$37,500	X	6	/	20	=	$11,250
323	Tennis Ct Lights - Replace	$24,000	X	5	/	20	=	$6,000
324	Entry Area Lights - Replace	$4,950	X	8	/	15	=	$2,640
331	Landscape Lights - Replace	$11,500	X	6	/	12	=	$5,750
1003	Controller Enclosures - Replace	$12,500	X	24	/	24	=	$12,500
1003	Irrigation Controllers - Replace	$12,000	X	12	/	12	=	$12,000
1305	Entry Landscape - Refurbish	$74,000	X	7	/	20	=	$25,900
1311	Tile Roof - Replace	$28,800	X	31	/	35	=	$25,509
1402	Entry Monument - Replace	$7,400	X	7	/	20	=	$2,590
1405	Street/Walkway Signs - Replace	$12,500	X	5	/	18	=	$3,472
6920	Backflow Devices - Replace	$1,500	X	5	/	25	=	$300
	North Pool Area							
104	North Concrete Deck - Seal/Repair	$12,250	X	1	/	5	=	$2,450
105	North Concrete Deck - Resurface	$38,500	X	1	/	20	=	$1,925
404	North Patio Furniture - Replace	$3,300	X	5	/	6	=	$2,750
803	Cabana Water Heater - Replace	$1,250	X	15	/	15	=	$1,250
907	Cabana Ceramic Tile - Replace	$7,300	X	16	/	20	=	$5,840
907	North Tile Shower - Replace	$2,000	X	20	/	20	=	$2,000
909	North Plumbing Fixtures - Replace	$7,750	X	20	/	20	=	$7,750
1120	North Pool Trellis - Replace	$18,000	X	14	/	25	=	$10,080
1200	North Pool Deck - Repair/Replace	$10,500	X	6	/	20	=	$3,150
1202	North Pool - Resurface & Retile	$18,500	X	4	/	12	=	$6,167
1203	North Spa - Resurface & Retile	$6,900	X	4	/	8	=	$3,450
1207	North Pool Filter - Replace	$1,950	X	10	/	10	=	$1,950
1207	North Spa Filter - Replace	$1,300	X	10	/	10	=	$1,300
1208	North Pool Heater - Replace	$5,100	X	1	/	10	=	$510
1208	North Spa Heater - Replace	$4,600	X	1	/	10	=	$460
1210	North Pool Area Pumps - Replace	$7,700	X	5	/	5	=	$7,700
1213	North Pool Area, Mastic - Replace	$1,500	X	1	/	4	=	$375
	Main Pool Area							
104	Main Concrete Deck - Seal/Repair	$14,000	X	1	/	5	=	$2,800
105	Main Concrete Deck - Resurface	$44,000	X	1	/	20	=	$2,200
404	Main Pool Patio Furniture - Replace	$6,700	X	5	/	6	=	$5,583
1120	Main Pool Trellis - Replace	$18,000	X	14	/	25	=	$10,080
1200	Main Pool Deck - Repair/Replace	$26,000	X	1	/	20	=	$1,300
1202	Main Pool - Resurface & Retile	$18,500	X	12	/	12	=	$18,500
1203	Main Spa - Resurface & Retile	$4,800	X	4	/	8	=	$2,400
1207	Main Pool Filter - Replace	$1,950	X	10	/	10	=	$1,950
1207	Main Spa Filter - Replace	$1,300	X	10	/	10	=	$1,300
1208	Main Pool Heater - Replace	$5,100	X	1	/	10	=	$510
1208	Main Spa Heater - Replace	$4,600	X	1	/	10	=	$460
1210	Main Pool Area Pumps - Replace	$7,700	X	5	/	5	=	$7,700
1213	Main Pool, Mastic - Replace	$2,000	X	1	/	4	=	$500
	Clubhouse							

#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
205	Decorative Stone - Replace	$38,000	X	6	/	15	=	$15,200
303	HVAC Units - Replace	$6,200	X	20	/	20	=	$6,200
325	Ceiling Fans - Replace	$2,000	X	6	/	20	=	$600
325	Clubhouse Lights - Replace	$4,500	X	4	/	20	=	$900
608	Clubhouse Laminate Floor - Replace	$5,600	X	11	/	20	=	$3,080
803	Clubhouse Water Heater - Replace	$1,000	X	15	/	15	=	$1,000
901	Clubhouse Appliances - Replace	$4,100	X	6	/	20	=	$1,230
907	Clubhouse Tile Shower - Replace	$3,950	X	20	/	20	=	$3,950
908	Clubhouse Interior Tile - Replace	$8,750	X	6	/	20	=	$2,625
908	Window Treatments - Replace	$10,500	X	6	/	20	=	$3,150
909	Clubhse Plumbing Fixtures - Replace	$4,900	X	6	/	20	=	$1,470
910	Cabinets/Counters - Refurbish	$4,550	X	6	/	30	=	$910
911	Smoke Detectors - Replace	$1,250	X	6	/	10	=	$750
912	Security Cameras - Replace	$5,000	X	1	/	5	=	$1,000
	Paved & Concrete Areas							
103	Concrete Walks - Repair	$5,000	X	1	/	1	=	$5,000
103	Pavers - Replace	$41,000	X	6	/	25	=	$9,840
201	Asphalt - Resurface	$752,150	X	15	/	24	=	$470,094
202	Asphalt - Repair/Seal	$54,700	X	1	/	4	=	$13,675
	Painting Projects							
1106	Chain Link Fence - Repaint	$10,350	X	4	/	6	=	$6,900
1107	Iron Fence/Rail - Repaint	$4,750	X	1	/	3	=	$1,583
1110	Interior Surfaces - Repaint	$3,000	X	8	/	10	=	$2,400
1115	Wood/Stucco - Repaint	$440,000	X	2	/	8	=	$110,000
	Walls & Fences							
501	Stucco Wall - Repairs	$6,250	X	10	/	16	=	$3,906
502	Chain Link Fence - Replace	$27,000	X	23	/	25	=	$24,840
503	Clubhouse Iron - Replace	$20,000	X	9	/	24	=	$7,500
503	North Pool Iron - Replace	$25,000	X	12	/	24	=	$12,500
	Tennis Courts							
1604	Tennis Court - Resurface	$10,350	X	6	/	6	=	$10,350
								$942,954

Component Significance

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#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
	General Areas				
320	Pole Lights - Replace	20	$37,500	$1,875	1.17 %
323	Tennis Ct Lights - Replace	20	$24,000	$1,200	0.75 %
324	Entry Area Lights - Replace	15	$4,950	$330	0.21 %
331	Landscape Lights - Replace	12	$11,500	$958	0.60 %
1003	Controller Enclosures - Replace	24	$12,500	$521	0.33 %
1003	Irrigation Controllers - Replace	12	$12,000	$1,000	0.63 %
1305	Entry Landscape - Refurbish	20	$74,000	$3,700	2.32 %
1311	Tile Roof - Replace	35	$28,800	$823	0.52 %
1402	Entry Monument - Replace	20	$7,400	$370	0.23 %
1405	Street/Walkway Signs - Replace	18	$12,500	$694	0.44 %
6920	Backflow Devices - Replace	25	$1,500	$60	0.04 %
	North Pool Area				
104	North Concrete Deck - Seal/Repair	5	$12,250	$2,450	1.54 %
105	North Concrete Deck - Resurface	20	$38,500	$1,925	1.21 %
404	North Patio Furniture - Replace	6	$3,300	$550	0.34 %
803	Cabana Water Heater - Replace	15	$1,250	$83	0.05 %
907	Cabana Ceramic Tile - Replace	20	$7,300	$365	0.23 %
907	North Tile Shower - Replace	20	$2,000	$100	0.06 %
909	North Plumbing Fixtures - Replace	20	$7,750	$388	0.24 %
1120	North Pool Trellis - Replace	25	$18,000	$720	0.45 %
1200	North Pool Deck - Repair/Replace	20	$10,500	$525	0.33 %
1202	North Pool - Resurface & Retile	12	$18,500	$1,542	0.97 %
1203	North Spa - Resurface & Retile	8	$6,900	$863	0.54 %
1207	North Pool Filter - Replace	10	$1,950	$195	0.12 %
1207	North Spa Filter - Replace	10	$1,300	$130	0.08 %
1208	North Pool Heater - Replace	10	$5,100	$510	0.32 %
1208	North Spa Heater - Replace	10	$4,600	$460	0.29 %
1210	North Pool Area Pumps - Replace	5	$7,700	$1,540	0.96 %
1213	North Pool Area, Mastic - Replace	4	$1,500	$375	0.23 %
	Main Pool Area				
104	Main Concrete Deck - Seal/Repair	5	$14,000	$2,800	1.75 %
105	Main Concrete Deck - Resurface	20	$44,000	$2,200	1.38 %
404	Main Pool Patio Furniture - Replace	6	$6,700	$1,117	0.70 %
1120	Main Pool Trellis - Replace	25	$18,000	$720	0.45 %
1200	Main Pool Deck - Repair/Replace	20	$26,000	$1,300	0.81 %
1202	Main Pool - Resurface & Retile	12	$18,500	$1,542	0.97 %
1203	Main Spa - Resurface & Retile	8	$4,800	$600	0.38 %
1207	Main Pool Filter - Replace	10	$1,950	$195	0.12 %
1207	Main Spa Filter - Replace	10	$1,300	$130	0.08 %
1208	Main Pool Heater - Replace	10	$5,100	$510	0.32 %
1208	Main Spa Heater - Replace	10	$4,600	$460	0.29 %
1210	Main Pool Area Pumps - Replace	5	$7,700	$1,540	0.96 %
1213	Main Pool, Mastic - Replace	4	$2,000	$500	0.31 %
	Clubhouse				

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
205	Decorative Stone - Replace	15	$38,000	$2,533	1.59 %
303	HVAC Units - Replace	20	$6,200	$310	0.19 %
325	Ceiling Fans - Replace	20	$2,000	$100	0.06 %
325	Clubhouse Lights - Replace	20	$4,500	$225	0.14 %
608	Clubhouse Laminate Floor - Replace	20	$5,600	$280	0.18 %
803	Clubhouse Water Heater - Replace	15	$1,000	$67	0.04 %
901	Clubhouse Appliances - Replace	20	$4,100	$205	0.13 %
907	Clubhouse Tile Shower - Replace	20	$3,950	$198	0.12 %
908	Clubhouse Interior Tile - Replace	20	$8,750	$438	0.27 %
908	Window Treatments - Replace	20	$10,500	$525	0.33 %
909	Clubhse Plumbing Fixtures - Replace	20	$4,900	$245	0.15 %
910	Cabinets/Counters - Refurbish	30	$4,550	$152	0.10 %
911	Smoke Detectors - Replace	10	$1,250	$125	0.08 %
912	Security Cameras - Replace	5	$5,000	$1,000	0.63 %
	Paved & Concrete Areas				
103	Concrete Walks - Repair	1	$5,000	$5,000	3.13 %
103	Pavers - Replace	25	$41,000	$1,640	1.03 %
201	Asphalt - Resurface	24	$752,150	$31,340	19.64 %
202	Asphalt - Repair/Seal	4	$54,700	$13,675	8.57 %
	Painting Projects				
1106	Chain Link Fence - Repaint	6	$10,350	$1,725	1.08 %
1107	Iron Fence/Rail - Repaint	3	$4,750	$1,583	0.99 %
1110	Interior Surfaces - Repaint	10	$3,000	$300	0.19 %
1115	Wood/Stucco - Repaint	8	$440,000	$55,000	34.46 %
	Walls & Fences				
501	Stucco Wall - Repairs	16	$6,250	$391	0.24 %
502	Chain Link Fence - Replace	25	$27,000	$1,080	0.68 %
503	Clubhouse Iron - Replace	24	$20,000	$833	0.52 %
503	North Pool Iron - Replace	24	$25,000	$1,042	0.65 %
	Tennis Courts				
1604	Tennis Court - Resurface	6	$10,350	$1,725	1.08 %
68	Total Funded Components			$159,600	100.00 %

Accounting Tax Summary

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#	Component	UL	RUL	Current Cost Estimate	Fully Funded Balance	Proportional Reserve Contribs
	General Areas					
320	Pole Lights - Replace	20	14	$37,500	$11,250	$168.00
323	Tennis Ct Lights - Replace	20	15	$24,000	$6,000	$107.52
324	Entry Area Lights - Replace	15	7	$4,950	$2,640	$29.57
331	Landscape Lights - Replace	12	6	$11,500	$5,750	$85.87
1003	Controller Enclosures - Replace	24	0	$12,500	$12,500	$46.67
1003	Irrigation Controllers - Replace	12	0	$12,000	$12,000	$89.60
1305	Entry Landscape - Refurbish	20	13	$74,000	$25,900	$331.52
1311	Tile Roof - Replace	35	4	$28,800	$25,509	$73.73
1402	Entry Monument - Replace	20	13	$7,400	$2,590	$33.15
1405	Street/Walkway Signs - Replace	18	13	$12,500	$3,472	$62.22
6920	Backflow Devices - Replace	25	20	$1,500	$300	$5.38
	North Pool Area					
104	North Concrete Deck - Seal/Repair	5	4	$12,250	$2,450	$219.52
105	North Concrete Deck - Resurface	20	19	$38,500	$1,925	$172.48
404	North Patio Furniture - Replace	6	1	$3,300	$2,750	$49.28
803	Cabana Water Heater - Replace	15	0	$1,250	$1,250	$7.47
907	Cabana Ceramic Tile - Replace	20	4	$7,300	$5,840	$32.70
907	North Tile Shower - Replace	20	0	$2,000	$2,000	$8.96
909	North Plumbing Fixtures - Replace	20	0	$7,750	$7,750	$34.72
1120	North Pool Trellis - Replace	25	11	$18,000	$10,080	$64.51
1200	North Pool Deck - Repair/Replace	20	14	$10,500	$3,150	$47.04
1202	North Pool - Resurface & Retile	12	8	$18,500	$6,167	$138.13
1203	North Spa - Resurface & Retile	8	4	$6,900	$3,450	$77.28
1207	North Pool Filter - Replace	10	0	$1,950	$1,950	$17.47
1207	North Spa Filter - Replace	10	0	$1,300	$1,300	$11.65
1208	North Pool Heater - Replace	10	9	$5,100	$510	$45.70
1208	North Spa Heater - Replace	10	9	$4,600	$460	$41.22
1210	North Pool Area Pumps - Replace	5	0	$7,700	$7,700	$137.98
1213	North Pool Area, Mastic - Replace	4	3	$1,500	$375	$33.60
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	5	4	$14,000	$2,800	$250.88
105	Main Concrete Deck - Resurface	20	19	$44,000	$2,200	$197.12
404	Main Pool Patio Furniture - Replace	6	1	$6,700	$5,583	$100.05
1120	Main Pool Trellis - Replace	25	11	$18,000	$10,080	$64.51
1200	Main Pool Deck - Repair/Replace	20	19	$26,000	$1,300	$116.48
1202	Main Pool - Resurface & Retile	12	0	$18,500	$18,500	$138.13
1203	Main Spa - Resurface & Retile	8	4	$4,800	$2,400	$53.76
1207	Main Pool Filter - Replace	10	0	$1,950	$1,950	$17.47
1207	Main Spa Filter - Replace	10	0	$1,300	$1,300	$11.65
1208	Main Pool Heater - Replace	10	9	$5,100	$510	$45.70
1208	Main Spa Heater - Replace	10	9	$4,600	$460	$41.22
1210	Main Pool Area Pumps - Replace	5	0	$7,700	$7,700	$137.98
1213	Main Pool, Mastic - Replace	4	3	$2,000	$500	$44.80

#	Component	UL	RUL	Current Cost Estimate	Fully Funded Balance	Proportional Reserve Contribs
	Clubhouse					
205	Decorative Stone - Replace	15	9	$38,000	$15,200	$226.98
303	HVAC Units - Replace	20	0	$6,200	$6,200	$27.78
325	Ceiling Fans - Replace	20	14	$2,000	$600	$8.96
325	Clubhouse Lights - Replace	20	16	$4,500	$900	$20.16
608	Clubhouse Laminate Floor - Replace	20	9	$5,600	$3,080	$25.09
803	Clubhouse Water Heater - Replace	15	0	$1,000	$1,000	$5.97
901	Clubhouse Appliances - Replace	20	14	$4,100	$1,230	$18.37
907	Clubhouse Tile Shower - Replace	20	0	$3,950	$3,950	$17.70
908	Clubhouse Interior Tile - Replace	20	14	$8,750	$2,625	$39.20
908	Window Treatments - Replace	20	14	$10,500	$3,150	$47.04
909	Clubhse Plumbing Fixtures - Replace	20	14	$4,900	$1,470	$21.95
910	Cabinets/Counters - Refurbish	30	24	$4,550	$910	$13.59
911	Smoke Detectors - Replace	10	4	$1,250	$750	$11.20
912	Security Cameras - Replace	5	4	$5,000	$1,000	$89.60
	Paved & Concrete Areas					
103	Concrete Walks - Repair	1	0	$5,000	$5,000	$447.99
103	Pavers - Replace	25	19	$41,000	$9,840	$146.94
201	Asphalt - Resurface	24	9	$752,150	$470,094	$2,808.00
202	Asphalt - Repair/Seal	4	3	$54,700	$13,675	$1,225.27
	Painting Projects					
1106	Chain Link Fence - Repaint	6	2	$10,350	$6,900	$154.56
1107	Iron Fence/Rail - Repaint	3	2	$4,750	$1,583	$141.87
1110	Interior Surfaces - Repaint	10	2	$3,000	$2,400	$26.88
1115	Wood/Stucco - Repaint	8	6	$440,000	$110,000	$4,927.94
	Walls & Fences					
501	Stucco Wall - Repairs	16	6	$6,250	$3,906	$35.00
502	Chain Link Fence - Replace	25	2	$27,000	$24,840	$96.77
503	Clubhouse Iron - Replace	24	15	$20,000	$7,500	$74.67
503	North Pool Iron - Replace	24	12	$25,000	$12,500	$93.33
	Tennis Courts					
1604	Tennis Court - Resurface	6	0	$10,350	$10,350	$154.56
68	**Total Funded Components**				**$942,954**	**$14,300**

30-Year Reserve Plan Summary

Report # 5442-13
No-Site-Visit

Fiscal Year Start: 2022 | **Interest:** 1.00 % | **Inflation:** 3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date					Projected Reserve Balance Changes			
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
2022	$866,944	$942,954	91.9 %	Low	$171,600	$0	$9,057	$102,400
2023	$945,200	$1,030,159	91.8 %	Low	$181,038	$0	$10,327	$15,450
2024	$1,121,116	$1,214,470	92.3 %	Low	$190,995	$0	$11,955	$53,151
2025	$1,270,915	$1,370,557	92.7 %	Low	$201,500	$0	$13,433	$69,060
2026	$1,416,787	$1,520,173	93.2 %	Low	$207,545	$0	$14,793	$96,006
2027	$1,543,119	$1,651,912	93.4 %	Low	$213,771	$0	$16,429	$29,156
2028	$1,744,164	$1,862,010	93.7 %	Low	$220,184	$0	$15,790	$564,906
2029	$1,415,232	$1,532,305	92.4 %	Low	$226,790	$0	$14,874	$96,115
2030	$1,560,781	$1,681,453	92.8 %	Low	$233,594	$0	$16,607	$48,897
2031	$1,762,085	$1,889,774	93.2 %	Low	$240,601	$0	$13,330	$1,110,884
2032	$905,133	$1,016,746	89.0 %	Low	$247,819	$0	$10,156	$36,151
2033	$1,126,957	$1,230,936	91.6 %	Low	$255,254	$0	$11,881	$143,891
2034	$1,250,200	$1,347,208	92.8 %	Low	$262,912	$0	$13,267	$121,974
2035	$1,404,405	$1,496,369	93.9 %	Low	$270,799	$0	$14,666	$159,923
2036	$1,529,947	$1,617,948	94.6 %	Low	$278,923	$0	$12,434	$863,462
2037	$957,841	$1,025,772	93.4 %	Low	$287,291	$0	$10,088	$194,512
2038	$1,060,708	$1,112,309	95.4 %	Low	$295,909	$0	$12,066	$15,245
2039	$1,353,438	$1,393,771	97.1 %	Low	$304,787	$0	$15,047	$16,115
2040	$1,657,156	$1,690,694	98.0 %	Low	$313,930	$0	$17,995	$45,710
2041	$1,943,371	$1,974,192	98.4 %	Low	$323,348	$0	$18,740	$479,321
2042	$1,806,138	$1,827,973	98.8 %	Low	$333,049	$0	$18,968	$169,052
2043	$1,989,102	$2,005,592	99.2 %	Low	$343,040	$0	$21,659	$9,301
2044	$2,344,500	$2,361,989	99.3 %	Low	$353,331	$0	$20,908	$879,875
2045	$1,838,864	$1,841,562	99.9 %	Low	$363,931	$0	$19,628	$134,105
2046	$2,088,317	$2,083,115	100.2 %	Low	$374,849	$0	$21,425	$286,014
2047	$2,198,578	$2,185,181	100.6 %	Low	$386,094	$0	$23,706	$63,651
2048	$2,544,728	$2,529,368	100.6 %	Low	$397,677	$0	$27,344	$43,347
2049	$2,926,402	$2,915,118	100.4 %	Low	$409,608	$0	$30,450	$200,360
2050	$3,166,099	$3,161,354	100.2 %	Low	$421,896	$0	$33,734	$38,208
2051	$3,583,520	$3,592,948	99.7 %	Low	$434,553	$0	$37,401	$155,533

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 5442-13
No-Site-Visit

Fiscal Year Start: 2022

Interest: 1.00 % **Inflation:** 3.00 %

	Reserve Fund Strength: as-of Fiscal Year Start Date				Projected Reserve Balance Changes			
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	Reserve Contribs.	Loan or Special Assmts	Interest Income	Reserve Expenses
2022	$866,944	$942,954	91.9 %	Low	$128,400	$0	$8,840	$102,400
2023	$901,783	$1,030,159	87.5 %	Low	$135,462	$0	$9,662	$15,450
2024	$1,031,457	$1,214,470	84.9 %	Low	$142,912	$0	$10,813	$53,151
2025	$1,132,032	$1,370,557	82.6 %	Low	$150,773	$0	$11,783	$69,060
2026	$1,225,527	$1,520,173	80.6 %	Low	$155,296	$0	$12,609	$96,006
2027	$1,297,426	$1,651,912	78.5 %	Low	$159,955	$0	$13,691	$29,156
2028	$1,441,916	$1,862,010	77.4 %	Low	$164,753	$0	$12,475	$564,906
2029	$1,054,238	$1,532,305	68.8 %	Medium	$169,696	$0	$10,960	$96,115
2030	$1,138,780	$1,681,453	67.7 %	Medium	$174,787	$0	$12,072	$48,897
2031	$1,276,742	$1,889,774	67.6 %	Medium	$180,030	$0	$8,150	$1,110,884
2032	$354,039	$1,016,746	34.8 %	Medium	$185,431	$0	$4,306	$36,151
2033	$507,625	$1,230,936	41.2 %	Medium	$190,994	$0	$5,336	$143,891
2034	$560,065	$1,347,208	41.6 %	Medium	$196,724	$0	$6,002	$121,974
2035	$640,817	$1,496,369	42.8 %	Medium	$202,626	$0	$6,652	$159,923
2036	$690,171	$1,617,948	42.7 %	Medium	$208,705	$0	$3,645	$863,462
2037	$39,058	$1,025,772	3.8 %	High	$214,966	$0	$495	$194,512
2038	$60,007	$1,112,309	5.4 %	High	$221,415	$0	$1,638	$15,245
2039	$267,815	$1,393,771	19.2 %	High	$228,057	$0	$3,755	$16,115
2040	$483,512	$1,690,694	28.6 %	High	$234,899	$0	$5,808	$45,710
2041	$678,508	$1,974,192	34.4 %	Medium	$241,946	$0	$5,624	$479,321
2042	$446,757	$1,827,973	24.4 %	High	$249,204	$0	$4,891	$169,052
2043	$531,800	$2,005,592	26.5 %	High	$256,680	$0	$6,585	$9,301
2044	$785,764	$2,361,989	33.3 %	Medium	$264,381	$0	$4,802	$879,875
2045	$175,072	$1,841,562	9.5 %	High	$272,312	$0	$2,453	$134,105
2046	$315,732	$2,083,115	15.2 %	High	$280,481	$0	$3,144	$286,014
2047	$313,343	$2,185,181	14.3 %	High	$288,896	$0	$4,279	$63,651
2048	$542,867	$2,529,368	21.5 %	High	$297,563	$0	$6,731	$43,347
2049	$803,813	$2,915,118	27.6 %	High	$306,490	$0	$8,608	$200,360
2050	$918,551	$3,161,354	29.1 %	High	$315,684	$0	$10,621	$38,208
2051	$1,206,648	$3,592,948	33.6 %	Medium	$325,155	$0	$12,974	$155,533

30-Year Income/Expense Detail

Report # 5442-13
No-Site-Visit

#	Fiscal Year	2022	2023	2024	2025	2026
	Starting Reserve Balance	$866,944	$945,200	$1,121,116	$1,270,915	$1,416,787
	Annual Reserve Contribution	$171,600	$181,038	$190,995	$201,500	$207,545
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$9,057	$10,327	$11,955	$13,433	$14,793
	Total Income	$1,047,600	$1,136,566	$1,324,066	$1,485,847	$1,639,125
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$0
323	Tennis Ct Lights - Replace	$0	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$0	$0	$0
331	Landscape Lights - Replace	$0	$0	$0	$0	$0
1003	Controller Enclosures - Replace	$12,500	$0	$0	$0	$0
1003	Irrigation Controllers - Replace	$12,000	$0	$0	$0	$0
1305	Entry Landscape - Refurbish	$0	$0	$0	$0	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$32,415
1402	Entry Monument - Replace	$0	$0	$0	$0	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$0	$0
6920	Backflow Devices - Replace	$0	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$13,787
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	North Patio Furniture - Replace	$0	$3,399	$0	$0	$0
803	Cabana Water Heater - Replace	$1,250	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$8,216
907	North Tile Shower - Replace	$2,000	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$7,750	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	North Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	North Spa - Resurface & Retile	$0	$0	$0	$0	$7,766
1207	North Pool Filter - Replace	$1,950	$0	$0	$0	$0
1207	North Spa Filter - Replace	$1,300	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$0
1208	North Spa Heater - Replace	$0	$0	$0	$0	$0
1210	North Pool Area Pumps - Replace	$7,700	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$0	$0	$0	$1,639	$0
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$15,757
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	Main Pool Patio Furniture - Replace	$0	$6,901	$0	$0	$0
1120	Main Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	Main Pool - Resurface & Retile	$18,500	$0	$0	$0	$0
1203	Main Spa - Resurface & Retile	$0	$0	$0	$0	$5,402
1207	Main Pool Filter - Replace	$1,950	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$1,300	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$0
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$0
1210	Main Pool Area Pumps - Replace	$7,700	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$0	$0	$0	$2,185	$0
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$0
303	HVAC Units - Replace	$6,200	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$0
325	Clubhouse Lights - Replace	$0	$0	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$0
803	Clubhouse Water Heater - Replace	$1,000	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$0
907	Clubhouse Tile Shower - Replace	$3,950	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$0
908	Window Treatments - Replace	$0	$0	$0	$0	$0

	Fiscal Year	2022	2023	2024	2025	2026
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$0
911	Smoke Detectors - Replace	$0	$0	$0	$0	$1,407
912	Security Cameras - Replace	$0	$0	$0	$0	$5,628
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$5,000	$5,150	$5,305	$5,464	$5,628
103	Pavers - Replace	$0	$0	$0	$0	$0
201	Asphalt - Resurface	$0	$0	$0	$0	$0
202	Asphalt - Repair/Seal	$0	$0	$0	$59,772	$0
	Painting Projects					
1106	Chain Link Fence - Repaint	$0	$0	$10,980	$0	$0
1107	Iron Fence/Rail - Repaint	$0	$0	$5,039	$0	$0
1110	Interior Surfaces - Repaint	$0	$0	$3,183	$0	$0
1115	Wood/Stucco - Repaint	$0	$0	$0	$0	$0
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$0	$0	$0	$0
502	Chain Link Fence - Replace	$0	$0	$28,644	$0	$0
503	Clubhouse Iron - Replace	$0	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$0	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$10,350	$0	$0	$0	$0
	Total Expenses	$102,400	$15,450	$53,151	$69,060	$96,006
	Ending Reserve Balance	$945,200	$1,121,116	$1,270,915	$1,416,787	$1,543,119

	Fiscal Year	2027	2028	2029	2030	2031
	Starting Reserve Balance	$1,543,119	$1,744,164	$1,415,232	$1,560,781	$1,762,085
	Annual Reserve Contribution	$213,771	$220,184	$226,790	$233,594	$240,601
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$16,429	$15,790	$14,874	$16,607	$13,330
	Total Income	$1,773,320	$1,980,138	$1,656,896	$1,810,982	$2,016,016
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$0
323	Tennis Ct Lights - Replace	$0	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$6,088	$0	$0
331	Landscape Lights - Replace	$0	$13,732	$0	$0	$0
1003	Controller Enclosures - Replace	$0	$0	$0	$0	$0
1003	Irrigation Controllers - Replace	$0	$0	$0	$0	$0
1305	Entry Landscape - Refurbish	$0	$0	$0	$0	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$0
1402	Entry Monument - Replace	$0	$0	$0	$0	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$0	$0
6920	Backflow Devices - Replace	$0	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$15,983
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	North Patio Furniture - Replace	$0	$0	$4,059	$0	$0
803	Cabana Water Heater - Replace	$0	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$0
907	North Tile Shower - Replace	$0	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	North Pool - Resurface & Retile	$0	$0	$0	$23,435	$0
1203	North Spa - Resurface & Retile	$0	$0	$0	$0	$0
1207	North Pool Filter - Replace	$0	$0	$0	$0	$0
1207	North Spa Filter - Replace	$0	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$6,654
1208	North Spa Heater - Replace	$0	$0	$0	$0	$6,002
1210	North Pool Area Pumps - Replace	$8,926	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$0	$0	$1,845	$0	$0
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$18,267
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	Main Pool Patio Furniture - Replace	$0	$0	$8,240	$0	$0
1120	Main Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	Main Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	Main Spa - Resurface & Retile	$0	$0	$0	$0	$0
1207	Main Pool Filter - Replace	$0	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$0	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$6,654
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$6,002
1210	Main Pool Area Pumps - Replace	$8,926	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$0	$0	$2,460	$0	$0
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$49,581
303	HVAC Units - Replace	$0	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$0
325	Clubhouse Lights - Replace	$0	$0	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$7,307
803	Clubhouse Water Heater - Replace	$0	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$0
907	Clubhouse Tile Shower - Replace	$0	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$0
908	Window Treatments - Replace	$0	$0	$0	$0	$0
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$0
911	Smoke Detectors - Replace	$0	$0	$0	$0	$0
912	Security Cameras - Replace	$0	$0	$0	$0	$6,524
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$5,796	$5,970	$6,149	$6,334	$6,524

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	Fiscal Year	2027	2028	2029	2030	2031
103	Pavers - Replace	$0	$0	$0	$0	$0
201	Asphalt - Resurface	$0	$0	$0	$0	$981,385
202	Asphalt - Repair/Seal	$0	$0	$67,274	$0	$0
	Painting Projects					
1106	Chain Link Fence - Repaint	$0	$0	$0	$13,111	$0
1107	Iron Fence/Rail - Repaint	$5,507	$0	$0	$6,017	$0
1110	Interior Surfaces - Repaint	$0	$0	$0	$0	$0
1115	Wood/Stucco - Repaint	$0	$525,383	$0	$0	$0
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$7,463	$0	$0	$0
502	Chain Link Fence - Replace	$0	$0	$0	$0	$0
503	Clubhouse Iron - Replace	$0	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$0	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$0	$12,358	$0	$0	$0
	Total Expenses	$29,156	$564,906	$96,115	$48,897	$1,110,884
	Ending Reserve Balance	$1,744,164	$1,415,232	$1,560,781	$1,762,085	$905,133

#	Fiscal Year	2032	2033	2034	2035	2036
	Starting Reserve Balance	$905,133	$1,126,957	$1,250,200	$1,404,405	$1,529,947
	Annual Reserve Contribution	$247,819	$255,254	$262,912	$270,799	$278,923
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$10,156	$11,881	$13,267	$14,666	$12,434
	Total Income	$1,163,108	$1,394,091	$1,526,379	$1,689,870	$1,821,303
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$56,722
323	Tennis Ct Lights - Replace	$0	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$0	$0	$0
331	Landscape Lights - Replace	$0	$0	$0	$0	$0
1003	Controller Enclosures - Replace	$0	$0	$0	$0	$0
1003	Irrigation Controllers - Replace	$0	$0	$17,109	$0	$0
1305	Entry Landscape - Refurbish	$0	$0	$0	$108,671	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$0
1402	Entry Monument - Replace	$0	$0	$0	$10,867	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$18,357	$0
6920	Backflow Devices - Replace	$0	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$18,529
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	North Patio Furniture - Replace	$0	$0	$0	$4,846	$0
803	Cabana Water Heater - Replace	$0	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$0
907	North Tile Shower - Replace	$0	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$24,916	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$15,882
1202	North Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	North Spa - Resurface & Retile	$0	$0	$9,838	$0	$0
1207	North Pool Filter - Replace	$2,621	$0	$0	$0	$0
1207	North Spa Filter - Replace	$1,747	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$0
1208	North Spa Heater - Replace	$0	$0	$0	$0	$0
1210	North Pool Area Pumps - Replace	$10,348	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$0	$2,076	$0	$0	$0
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$21,176
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	Main Pool Patio Furniture - Replace	$0	$0	$0	$9,839	$0
1120	Main Pool Trellis - Replace	$0	$24,916	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	Main Pool - Resurface & Retile	$0	$0	$26,377	$0	$0
1203	Main Spa - Resurface & Retile	$0	$0	$6,844	$0	$0
1207	Main Pool Filter - Replace	$2,621	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$1,747	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$0
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$0
1210	Main Pool Area Pumps - Replace	$10,348	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$0	$2,768	$0	$0	$0
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$0
303	HVAC Units - Replace	$0	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$3,025
325	Clubhouse Lights - Replace	$0	$0	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$0
803	Clubhouse Water Heater - Replace	$0	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$6,202
907	Clubhouse Tile Shower - Replace	$0	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$13,235
908	Window Treatments - Replace	$0	$0	$0	$0	$15,882
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$7,412
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$0
911	Smoke Detectors - Replace	$0	$0	$0	$0	$1,891
912	Security Cameras - Replace	$0	$0	$0	$0	$7,563
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$6,720	$6,921	$7,129	$7,343	$7,563

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	Fiscal Year	2032	2033	2034	2035	2036
103	Pavers - Replace	$0	$0	$0	$0	$0
201	Asphalt - Resurface	$0	$0	$0	$0	$0
202	Asphalt - Repair/Seal	$0	$75,718	$0	$0	$0
	Painting Projects					
1106	Chain Link Fence - Repaint	$0	$0	$0	$0	$15,655
1107	Iron Fence/Rail - Repaint	$0	$6,575	$0	$0	$7,185
1110	Interior Surfaces - Repaint	$0	$0	$4,277	$0	$0
1115	Wood/Stucco - Repaint	$0	$0	$0	$0	$665,539
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$0	$0	$0	$0
502	Chain Link Fence - Replace	$0	$0	$0	$0	$0
503	Clubhouse Iron - Replace	$0	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$35,644	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$0	$0	$14,757	$0	$0
	Total Expenses	$36,151	$143,891	$121,974	$159,923	$863,462
	Ending Reserve Balance	$1,126,957	$1,250,200	$1,404,405	$1,529,947	$957,841

#	Fiscal Year	2037	2038	2039	2040	2041
	Starting Reserve Balance	$957,841	$1,060,708	$1,353,438	$1,657,156	$1,943,371
	Annual Reserve Contribution	$287,291	$295,909	$304,787	$313,930	$323,348
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$10,088	$12,066	$15,047	$17,995	$18,740
	Total Income	$1,255,220	$1,368,683	$1,673,271	$1,989,081	$2,285,459
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$0
323	Tennis Ct Lights - Replace	$37,391	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$0	$0	$0
331	Landscape Lights - Replace	$0	$0	$0	$19,578	$0
1003	Controller Enclosures - Replace	$0	$0	$0	$0	$0
1003	Irrigation Controllers - Replace	$0	$0	$0	$0	$0
1305	Entry Landscape - Refurbish	$0	$0	$0	$0	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$0
1402	Entry Monument - Replace	$0	$0	$0	$0	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$0	$0
6920	Backflow Devices - Replace	$0	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$21,480
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$67,510
404	North Patio Furniture - Replace	$0	$0	$0	$0	$5,787
803	Cabana Water Heater - Replace	$1,947	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$0
907	North Tile Shower - Replace	$0	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	North Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	North Spa - Resurface & Retile	$0	$0	$0	$0	$0
1207	North Pool Filter - Replace	$0	$0	$0	$0	$0
1207	North Spa Filter - Replace	$0	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$8,943
1208	North Spa Heater - Replace	$0	$0	$0	$0	$8,066
1210	North Pool Area Pumps - Replace	$11,996	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$2,337	$0	$0	$0	$2,630
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$24,549
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$77,154
404	Main Pool Patio Furniture - Replace	$0	$0	$0	$0	$11,748
1120	Main Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$45,591
1202	Main Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	Main Spa - Resurface & Retile	$0	$0	$0	$0	$0
1207	Main Pool Filter - Replace	$0	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$0	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$8,943
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$8,066
1210	Main Pool Area Pumps - Replace	$11,996	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$3,116	$0	$0	$0	$3,507
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$0
303	HVAC Units - Replace	$0	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$0
325	Clubhouse Lights - Replace	$0	$7,221	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$0
803	Clubhouse Water Heater - Replace	$1,558	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$0
907	Clubhouse Tile Shower - Replace	$0	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$0
908	Window Treatments - Replace	$0	$0	$0	$0	$0
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$0
911	Smoke Detectors - Replace	$0	$0	$0	$0	$0
912	Security Cameras - Replace	$0	$0	$0	$0	$8,768
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$7,790	$8,024	$8,264	$8,512	$8,768

	Fiscal Year	2037	2038	2039	2040	2041
103	Pavers - Replace	$0	$0	$0	$0	$71,894
201	Asphalt - Resurface	$0	$0	$0	$0	$0
202	Asphalt - Repair/Seal	$85,221	$0	$0	$0	$95,917
	Painting Projects					
1106	Chain Link Fence - Repaint	$0	$0	$0	$0	$0
1107	Iron Fence/Rail - Repaint	$0	$0	$7,851	$0	$0
1110	Interior Surfaces - Repaint	$0	$0	$0	$0	$0
1115	Wood/Stucco - Repaint	$0	$0	$0	$0	$0
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$0	$0	$0	$0
502	Chain Link Fence - Replace	$0	$0	$0	$0	$0
503	Clubhouse Iron - Replace	$31,159	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$0	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$0	$0	$0	$17,620	$0
	Total Expenses	$194,512	$15,245	$16,115	$45,710	$479,321
	Ending Reserve Balance	$1,060,708	$1,353,438	$1,657,156	$1,943,371	$1,806,138

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#	Fiscal Year	2042	2043	2044	2045	2046
	Starting Reserve Balance	$1,806,138	$1,989,102	$2,344,500	$1,838,864	$2,088,317
	Annual Reserve Contribution	$333,049	$343,040	$353,331	$363,931	$374,849
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$18,968	$21,659	$20,908	$19,628	$21,425
	Total Income	$2,158,154	$2,353,801	$2,718,739	$2,222,423	$2,484,592
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$0
323	Tennis Ct Lights - Replace	$0	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$9,485	$0	$0
331	Landscape Lights - Replace	$0	$0	$0	$0	$0
1003	Controller Enclosures - Replace	$0	$0	$0	$0	$25,410
1003	Irrigation Controllers - Replace	$0	$0	$0	$0	$24,394
1305	Entry Landscape - Refurbish	$0	$0	$0	$0	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$0
1402	Entry Monument - Replace	$0	$0	$0	$0	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$0	$0
6920	Backflow Devices - Replace	$2,709	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$24,902
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	North Patio Furniture - Replace	$0	$0	$0	$0	$0
803	Cabana Water Heater - Replace	$0	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$14,839
907	North Tile Shower - Replace	$3,612	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$13,997	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	North Pool - Resurface & Retile	$33,413	$0	$0	$0	$0
1203	North Spa - Resurface & Retile	$12,462	$0	$0	$0	$0
1207	North Pool Filter - Replace	$3,522	$0	$0	$0	$0
1207	North Spa Filter - Replace	$2,348	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$0
1208	North Spa Heater - Replace	$0	$0	$0	$0	$0
1210	North Pool Area Pumps - Replace	$13,907	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$0	$0	$0	$2,960	$0
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$28,459
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	Main Pool Patio Furniture - Replace	$0	$0	$0	$0	$0
1120	Main Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	Main Pool - Resurface & Retile	$0	$0	$0	$0	$37,607
1203	Main Spa - Resurface & Retile	$8,669	$0	$0	$0	$0
1207	Main Pool Filter - Replace	$3,522	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$2,348	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$0
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$0
1210	Main Pool Area Pumps - Replace	$13,907	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$0	$0	$0	$3,947	$0
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$77,246
303	HVAC Units - Replace	$11,198	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$0
325	Clubhouse Lights - Replace	$0	$0	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$0
803	Clubhouse Water Heater - Replace	$0	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$0
907	Clubhouse Tile Shower - Replace	$7,134	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$0
908	Window Treatments - Replace	$0	$0	$0	$0	$0
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$9,249
911	Smoke Detectors - Replace	$0	$0	$0	$0	$2,541
912	Security Cameras - Replace	$0	$0	$0	$0	$10,164
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$9,031	$9,301	$9,581	$9,868	$10,164

	Fiscal Year	2042	2043	2044	2045	2046
103	Pavers - Replace	$0	$0	$0	$0	$0
201	Asphalt - Resurface	$0	$0	$0	$0	$0
202	Asphalt - Repair/Seal	$0	$0	$0	$107,955	$0
	Painting Projects					
1106	Chain Link Fence - Repaint	$18,693	$0	$0	$0	$0
1107	Iron Fence/Rail - Repaint	$8,579	$0	$0	$9,375	$0
1110	Interior Surfaces - Repaint	$0	$0	$5,748	$0	$0
1115	Wood/Stucco - Repaint	$0	$0	$843,085	$0	$0
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$0	$11,976	$0	$0
502	Chain Link Fence - Replace	$0	$0	$0	$0	$0
503	Clubhouse Iron - Replace	$0	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$0	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$0	$0	$0	$0	$21,039
	Total Expenses	$169,052	$9,301	$879,875	$134,105	$286,014
	Ending Reserve Balance	$1,989,102	$2,344,500	$1,838,864	$2,088,317	$2,198,578

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#	Fiscal Year	2047	2048	2049	2050	2051
	Starting Reserve Balance	$2,198,578	$2,544,728	$2,926,402	$3,166,099	$3,583,520
	Annual Reserve Contribution	$386,094	$397,677	$409,608	$421,896	$434,553
	Recommended Special Assessments	$0	$0	$0	$0	$0
	Interest Earnings	$23,706	$27,344	$30,450	$33,734	$37,401
	Total Income	$2,608,379	$2,969,749	$3,366,459	$3,621,728	$4,055,474
#	Component					
	General Areas					
320	Pole Lights - Replace	$0	$0	$0	$0	$0
323	Tennis Ct Lights - Replace	$0	$0	$0	$0	$0
324	Entry Area Lights - Replace	$0	$0	$0	$0	$0
331	Landscape Lights - Replace	$0	$0	$0	$0	$0
1003	Controller Enclosures - Replace	$0	$0	$0	$0	$0
1003	Irrigation Controllers - Replace	$0	$0	$0	$0	$0
1305	Entry Landscape - Refurbish	$0	$0	$0	$0	$0
1311	Tile Roof - Replace	$0	$0	$0	$0	$0
1402	Entry Monument - Replace	$0	$0	$0	$0	$0
1405	Street/Walkway Signs - Replace	$0	$0	$0	$0	$0
6920	Backflow Devices - Replace	$0	$0	$0	$0	$0
	North Pool Area					
104	North Concrete Deck - Seal/Repair	$0	$0	$0	$0	$28,868
105	North Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	North Patio Furniture - Replace	$6,909	$0	$0	$0	$0
803	Cabana Water Heater - Replace	$0	$0	$0	$0	$0
907	Cabana Ceramic Tile - Replace	$0	$0	$0	$0	$0
907	North Tile Shower - Replace	$0	$0	$0	$0	$0
909	North Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
1120	North Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	North Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	North Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	North Spa - Resurface & Retile	$0	$0	$0	$15,787	$0
1207	North Pool Filter - Replace	$0	$0	$0	$0	$0
1207	North Spa Filter - Replace	$0	$0	$0	$0	$0
1208	North Pool Heater - Replace	$0	$0	$0	$0	$12,018
1208	North Spa Heater - Replace	$0	$0	$0	$0	$10,840
1210	North Pool Area Pumps - Replace	$16,122	$0	$0	$0	$0
1213	North Pool Area, Mastic - Replace	$0	$0	$3,332	$0	$0
	Main Pool Area					
104	Main Concrete Deck - Seal/Repair	$0	$0	$0	$0	$32,992
105	Main Concrete Deck - Resurface	$0	$0	$0	$0	$0
404	Main Pool Patio Furniture - Replace	$14,028	$0	$0	$0	$0
1120	Main Pool Trellis - Replace	$0	$0	$0	$0	$0
1200	Main Pool Deck - Repair/Replace	$0	$0	$0	$0	$0
1202	Main Pool - Resurface & Retile	$0	$0	$0	$0	$0
1203	Main Spa - Resurface & Retile	$0	$0	$0	$10,982	$0
1207	Main Pool Filter - Replace	$0	$0	$0	$0	$0
1207	Main Spa Filter - Replace	$0	$0	$0	$0	$0
1208	Main Pool Heater - Replace	$0	$0	$0	$0	$12,018
1208	Main Spa Heater - Replace	$0	$0	$0	$0	$10,840
1210	Main Pool Area Pumps - Replace	$16,122	$0	$0	$0	$0
1213	Main Pool, Mastic - Replace	$0	$0	$4,443	$0	$0
	Clubhouse					
205	Decorative Stone - Replace	$0	$0	$0	$0	$0
303	HVAC Units - Replace	$0	$0	$0	$0	$0
325	Ceiling Fans - Replace	$0	$0	$0	$0	$0
325	Clubhouse Lights - Replace	$0	$0	$0	$0	$0
608	Clubhouse Laminate Floor - Replace	$0	$0	$0	$0	$13,197
803	Clubhouse Water Heater - Replace	$0	$0	$0	$0	$0
901	Clubhouse Appliances - Replace	$0	$0	$0	$0	$0
907	Clubhouse Tile Shower - Replace	$0	$0	$0	$0	$0
908	Clubhouse Interior Tile - Replace	$0	$0	$0	$0	$0
908	Window Treatments - Replace	$0	$0	$0	$0	$0
909	Clubhse Plumbing Fixtures - Replace	$0	$0	$0	$0	$0
910	Cabinets/Counters - Refurbish	$0	$0	$0	$0	$0
911	Smoke Detectors - Replace	$0	$0	$0	$0	$0
912	Security Cameras - Replace	$0	$0	$0	$0	$11,783
	Paved & Concrete Areas					
103	Concrete Walks - Repair	$10,469	$10,783	$11,106	$11,440	$11,783

	Fiscal Year	2047	2048	2049	2050	2051
103	Pavers - Replace	$0	$0	$0	$0	$0
201	Asphalt - Resurface	$0	$0	$0	$0	$0
202	Asphalt - Repair/Seal	$0	$0	$121,505	$0	$0
	Painting Projects					
1106	Chain Link Fence - Repaint	$0	$22,321	$0	$0	$0
1107	Iron Fence/Rail - Repaint	$0	$10,244	$0	$0	$11,194
1110	Interior Surfaces - Repaint	$0	$0	$0	$0	$0
1115	Wood/Stucco - Repaint	$0	$0	$0	$0	$0
	Walls & Fences					
501	Stucco Wall - Repairs	$0	$0	$0	$0	$0
502	Chain Link Fence - Replace	$0	$0	$59,975	$0	$0
503	Clubhouse Iron - Replace	$0	$0	$0	$0	$0
503	North Pool Iron - Replace	$0	$0	$0	$0	$0
	Tennis Courts					
1604	Tennis Court - Resurface	$0	$0	$0	$0	$0
	Total Expenses	$63,651	$43,347	$200,360	$38,208	$155,533
	Ending Reserve Balance	$2,544,728	$2,926,402	$3,166,099	$3,583,520	$3,899,941

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Sean Erik Andersen, R.S., company President is a credentialed Reserve Specialist (#68). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

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Terms and Definitions

BTU British Thermal Unit (a standard unit of energy)

DIA Diameter

GSF Gross Square Feet (area). Equivalent to Square Feet

GSY Gross Square Yards (area). Equivalent to Square Yards

HP Horsepower

LF Linear Feet (length)

Effective Age The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.

Fully Funded Balance (FFB) The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.

Inflation Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.

Interest Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.

Percent Funded The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.

Remaining Useful Life (RUL) The estimated time, in years, that a common area component can be expected to continue to serve its intended function.

Useful Life (UL) The estimated time, in years, that a common area component can be expected to serve its intended function.

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

1) Common area repair & replacement responsibility
2) Component must have a limited useful life
3) Life limit must be predictable
4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed "Best Cost" and "Worst Cost". There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

General Areas

Comp #: 320 Pole Lights - Replace **Quantity: (31) Lights**
Location: Center of association
Funded?: Yes.
History: 2016: new.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 35,000 Worst Case: $40,000
Cost Source: Cost History with Inflation

Comp #: 323 Tennis Ct Lights - Replace **Quantity: (16) Lights**
Location: Tennis courts
Funded?: Yes.
History: 2017: Converted to LED Lights.
Comments:
Useful Life: 20 years Remaining Life: 15 years
Best Case: $ 23,000 Worst Case: $25,000
Cost Source: Cost History with Inflation

Comp #: 324 Entry Area Lights - Replace **Quantity: (8) Lights**
Location: Entry walls
Funded?: Yes.
History: 2015: new.
Comments:
Useful Life: 15 years Remaining Life: 7 years
Best Case: $ 4,300 Worst Case: $5,600
Cost Source: ARI Cost Database

Comp #: 331 Landscape Lights - Replace **Quantity: Numerous Lights**
Location:
Funded?: Yes.
History: 2016: Installed walkway lights to spot trees $11,700.
Comments:
Useful Life: 12 years Remaining Life: 6 years
Best Case: $ 10,000 Worst Case: $13,000
Cost Source: Client Cost History

Comp #: 403 Mailboxes - Replace **Quantity: Numerous boxes**
Location: Adjacent to driveways
Funded?: No. These are the responsibility of the individual owners to replace. No funding required.
History: Replaced (1) box and post 2016 for $1,600.
Comments:
Useful Life: Remaining Life:
Best Case: Worst Case:
Cost Source:

Comp #: 1003 Controller Enclosures - Replace **Quantity: (5) Enclosures**
Location: Common area
Funded?: Yes.
History:
Comments:
Useful Life: 24 years Remaining Life: 0 years
Best Case: $ 12,500 Worst Case: $12,500
Cost Source: Client's Maintenance Vendor

Comp #: 1003 Irrigation Controllers - Replace **Quantity: (5) Various Controllers**
Location: Common area
Funded?: Yes.
History:
Comments:
Useful Life: 12 years Remaining Life: 0 years
Best Case: $ 11,000 Worst Case: $13,000
Cost Source: Client's Maintenance Vendor

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Comp #: 1305 Entry Landscape - Refurbish **Quantity: Extensive GSF**
Location: Entry area
Funded?: Yes.
History: 2014: Refurbished with monument replacement.
Comments:
Useful Life: 20 years Remaining Life: 13 years
Best Case: $ 64,000 Worst Case: $84,000
Cost Source: Estimate Provided by Client

Comp #: 1311 Tile Roof - Replace **Quantity: Approx 3,600 GSF**
Location: Clubhouse
Funded?: Yes.
History: 2016: repairs $6,500.
Comments: Consult with a qualified roofing contractor to provide accurate evaluation of all buildings roof systems and their repair or replacement needs.
Useful Life: 35 years Remaining Life: 4 years
Best Case: $ 27,000 Worst Case: $30,600
Cost Source: ARI Cost Database

Comp #: 1402 Entry Monument - Replace **Quantity: (1) Monument**
Location: Entrances/Exits of property
Funded?: Yes.
History: 2014: Replaced with landscape project.
Comments:
Useful Life: 20 years Remaining Life: 13 years
Best Case: $ 5,800 Worst Case: $9,000
Cost Source: ARI Cost Database

Comp #: 1405 Street/Walkway Signs - Replace **Quantity: Numerous Signs**
Location: Throughout common area
Funded?: Yes.
History: 2017: new.
Comments:
Useful Life: 18 years Remaining Life: 13 years
Best Case: $ 10,000 Worst Case: $15,000
Cost Source: ARI Cost Database

Comp #: 6920 Backflow Devices - Replace **Quantity: (1) 2" Device**
Location:
Funded?: Yes.
History:
Comments:
Useful Life: 25 years Remaining Life: 20 years
Best Case: $ 1,500 Worst Case: $1,500
Cost Source: ARI Cost Database

North Pool Area

Comp #: 104 North Concrete Deck - Seal/Repair **Quantity: Approx. 3,500 GSF**
Location:
Funded?: Yes.
History: 2016: $19,300. 2021.
Comments:
Useful Life: 5 years Remaining Life: 4 years
Best Case: $ 10,500 Worst Case: $14,000
Cost Source: ARI Cost Database

Comp #: 105 North Concrete Deck - Resurface **Quantity: Approx. 3,500 GSF**
Location:
Funded?: Yes.
History: 2021: $57,580.
Comments:
Useful Life: 20 years Remaining Life: 19 years
Best Case: $ 35,000 Worst Case: $42,000
Cost Source: ARI Cost Database

Comp #: 404 North Patio Furniture - Replace **Quantity: (14) Assorted pieces**
Location: Adjacent to pool
Funded?: Yes.
History: 2006: new. 2016: Refurbished. 2019: Refurbished.
Comments:
Useful Life: 6 years Remaining Life: 1 years
Best Case: $ 2,700 Worst Case: $3,900
Cost Source: ARI Cost Database

Comp #: 803 Cabana Water Heater - Replace **Quantity: (1) Bradford White**
Location: Pool Equipment area at clubhouse
Funded?: Yes.
History:
Comments:
Useful Life: 15 years Remaining Life: 0 years
Best Case: $ 1,000 Worst Case: $1,500
Cost Source: ARI Cost Database

Comp #: 907 Cabana Ceramic Tile - Replace **Quantity: Approx 330 GSF**
Location: Interior wall surfaces
Funded?: Yes.
History:
Comments:
Useful Life: 20 years Remaining Life: 4 years
Best Case: $ 6,800 Worst Case: $7,800
Cost Source: ARI Cost Database

Comp #: 907 North Tile Shower - Replace **Quantity: Approx 90 GSF**
Location: Adjacent to cabana
Funded?: Yes.
History:
Comments:
Useful Life: 20 years Remaining Life: 0 years
Best Case: $ 1,200 Worst Case: $2,800
Cost Source: ARI Cost Database

Comp #: 909 North Plumbing Fixtures - Replace **Quantity: (8) Assorted fixtures**
Location: Recreation building
Funded?: Yes.
History:
Comments:
Useful Life: 20 years Remaining Life: 0 years
Best Case: $ 7,500 Worst Case: $8,000
talled
Cost Source: ARI Cost Database

Comp #: 1120 North Pool Trellis - Replace **Quantity: Approx 360 GSF**
Location: North Pool
Funded?: Yes.
History: Rebuilt in 2008.
Comments:
Useful Life: 25 years Remaining Life: 11 years
Best Case: $ 11,000 Worst Case: $25,000
Cost Source: ARI Cost Database

Comp #: 1200 North Pool Deck - Repair/Replace **Quantity: Approx. 3,500 GSF**
Location:
Funded?: Yes.
History: 2016: Repairs and coating completed $19,300.
Comments: This cost reflects approximately 25% of the concrete as it will likely be included with the resurface of the decking system.
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 10,000 Worst Case: $11,000
Cost Source: ARI Cost Database

Comp #: 1202 North Pool - Resurface & Retile **Quantity: (1) Large Pool**
Location: Pool/spa area
Funded?: Yes.
History: 2018: with spa $25,000.
Comments:
Useful Life: 12 years Remaining Life: 8 years
Best Case: $ 12,000 Worst Case: $25,000
Cost Source: Research with Local Vendor/Contractor

Comp #: 1203 North Spa - Resurface & Retile **Quantity: (1) Spa**
Location: Pool/spa area
Funded?: Yes.
History: 2014. 2018: with pool $25,000.
Comments:
Useful Life: 8 years Remaining Life: 4 years
Best Case: $ 6,400 Worst Case: $7,400
Cost Source: Client cost history with inflation

Comp #: 1207 North Pool Filter - Replace **Quantity: (1) 72 GSF, Filter**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History:
Comments:
Useful Life: 10 years Remaining Life: 0 years
Best Case: $ 1,300 Worst Case: $2,600
Cost Source: ARI Cost Database

Comp #: 1207 North Spa Filter - Replace **Quantity: (1) 48 GSF, Filter**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History:
Comments:
Useful Life: 10 years Remaining Life: 0 years
Best Case: $ 1,100 Worst Case: $1,500
Cost Source: ARI Cost Database

Comp #: 1208 North Pool Heater - Replace **Quantity: (1) RayPak 405K BTU**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History: 2021: $5,145.
Comments:
Useful Life: 10 years Remaining Life: 9 years
Best Case: $ 5,100 Worst Case: $5,100
Cost Source: Client Cost History

Comp #: 1208 North Spa Heater - Replace **Quantity: (1) RayPak Heater**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History: 2021: $4,611.
Comments:
Useful Life: 10 years Remaining Life: 9 years
Best Case: $ 4,600 Worst Case: $4,600
Cost Source: Client Cost History

Comp #: 1210 North Pool Area Pumps - Replace **Quantity: (4) Various Pumps**
Location: Pool equipment area
Funded?: Yes.
History:
Comments:
Useful Life: 5 years Remaining Life: 0 years
Best Case: $ 7,200 Worst Case: $8,200
Cost Source: Research with Local Vendor/Contractor

Comp #: 1213 North Pool Area, Mastic - Replace **Quantity: Approx 172 LF**
Location: Pool Area
Funded?: Yes.
History: 2018: pool/spa plaster. 2021: planned.
Comments:
Useful Life: 4 years Remaining Life: 3 years
Best Case: $ 1,400 Worst Case: $1,600
Cost Source: ARI Cost Database

Main Pool Area

Comp #: 104 Main Concrete Deck - Seal/Repair **Quantity: Approx. 4,000 GSF**
Location:
Funded?: Yes.
History: 2021.
Comments:
Useful Life: 5 years Remaining Life: 4 years
Best Case: $ 12,000 Worst Case: $16,000
Cost Source: ARI Cost Database

Comp #: 105 Main Concrete Deck - Resurface **Quantity: Approx. 4,000 GSF**
Location:
Funded?: Yes.
History: 2021: $62,987.
Comments:
Useful Life: 20 years Remaining Life: 19 years
Best Case: $ 40,000 Worst Case: $48,000
Cost Source: ARI Cost Database

Comp #: 404 Main Pool Patio Furniture - Replace **Quantity: (24) Assorted pieces**
Location: Adjacent to pool
Funded?: Yes.
History: 2006: new. 2016: Refurbished. 2019: Refurbished.
Comments:
Useful Life: 6 years Remaining Life: 1 years
Best Case: $ 5,600 Worst Case: $7,800
Cost Source: ARI Cost Database

Comp #: 1120 Main Pool Trellis - Replace **Quantity: Approx 360 GSF**
Location: Main Pool Area
Funded?: Yes.
History: Rebuilt in 2008.
Comments:
Useful Life: 25 years Remaining Life: 11 years
Best Case: $ 11,000 Worst Case: $25,000
Cost Source: ARI Cost Database

Comp #: 1200 Main Pool Deck - Repair/Replace **Quantity: Approx. 4,000 GSF**
Location:
Funded?: Yes.
History: 2021: new $26,000.
Comments: This cost reflects approximately 25% of the concrete as it will likely be included with the resurface of the decking system.
Useful Life: 20 years Remaining Life: 19 years
Best Case: $ 26,000 Worst Case: $26,000
Cost Source: Client Cost History

Comp #: 1202 Main Pool - Resurface & Retile **Quantity: (1) Large Pool**
Location: Pool/spa area
Funded?: Yes.
History: 2018: with spa $25,000.
Comments:
Useful Life: 12 years Remaining Life: 0 years
Best Case: $ 12,000 Worst Case: $25,000
Cost Source: ARI Cost Database

Comp #: 1203 Main Spa - Resurface & Retile **Quantity: (1) Spa**
Location: Pool/spa area
Funded?: Yes.
History: 2018: with pool $25,000.
Comments:
Useful Life: 8 years Remaining Life: 4 years
Best Case: $ 4,200 Worst Case: $5,400
Cost Source: ARI Cost Database

Comp #: 1207 Main Pool Filter - Replace **Quantity: (1) Pentair 72 sq ft**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History: New in 2011.
Comments:
Useful Life: 10 years Remaining Life: 0 years
Best Case: $ 1,300 Worst Case: $2,600
Cost Source: ARI Cost Database

Comp #: 1207 Main Spa Filter - Replace **Quantity: (1) Hayward 48 GSF**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History:
Comments:
Useful Life: 10 years Remaining Life: 0 years
Best Case: $ 1,100 Worst Case: $1,500
Cost Source: ARI Cost Database

Comp #: 1208 Main Pool Heater - Replace **Quantity: (1) Raypak Heater**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History: 2021: $5,145.
Comments:
Useful Life: 10 years Remaining Life: 9 years
Best Case: $ 5,100 Worst Case: $5,100
Cost Source: Client Cost History

Comp #: 1208 Main Spa Heater - Replace **Quantity: (1) Hayward Heater**
Location: Pool/spa equipment area, enclosed
Funded?: Yes.
History: 2021: $4,611.
Comments:
Useful Life: 10 years Remaining Life: 9 years
Best Case: $ 4,600 Worst Case: $4,600
Cost Source: Client Cost History

Comp #: 1210 Main Pool Area Pumps - Replace **Quantity: (4) Pump/Motor Assembly**
Location: Main Pool Equipment Room
Funded?: Yes.
History:
Comments:
Useful Life: 5 years Remaining Life: 0 years
Best Case: $ 7,200 Worst Case: $8,200
Cost Source: Research with Local Vendor/Contractor

Comp #: 1213 Main Pool, Mastic - Replace **Quantity: Approx 232 LF**
Location: Adjacent to pool
Funded?: Yes.
History: 2018: pool/spa plaster. 2021 with deck.
Comments:
Useful Life: 4 years Remaining Life: 3 years
Best Case: $ 1,900 Worst Case: $2,100
Cost Source: ARI Cost Database

Clubhouse

Comp #: 205 Decorative Stone - Replace **Quantity: Approx 1,650 GSF**
Location: Clubhouse entry
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 15 years Remaining Life: 9 years
Best Case: $ 33,000 Worst Case: $43,000
Cost Source: ARI Cost Database

Comp #: 303 HVAC Units - Replace **Quantity: (1) Carrier**
Location: Adjacent to cabana
Funded?: Yes.
History: 2016: Repairs completed with remodel.
Comments:
Useful Life: 20 years Remaining Life: 0 years
Best Case: $ 5,600 Worst Case: $6,800
Cost Source: ARI Cost Database

Comp #: 325 Ceiling Fans - Replace **Quantity: (3) Fans**
Location: Clubhouse interiors
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 1,400 Worst Case: $2,600
Cost Source: ARI Cost Database

Comp #: 325 Clubhouse Lights - Replace **Quantity: (26) Lights**
Location: Interior of clubhouse
Funded?: Yes.
History: 2018: LED's installed $4,200.
Comments:
Useful Life: 20 years Remaining Life: 16 years
Best Case: $ 4,100 Worst Case: $4,900
Cost Source: Client Cost History

Comp #: 608 Clubhouse Laminate Floor - Replace **Quantity: Approx 300 GSF**
Location: Interior corridors & rooms
Funded?: Yes.
History: New in 2009.
Comments:
Useful Life: 20 years Remaining Life: 9 years
Best Case: $ 4,300 Worst Case: $6,900
Cost Source: ARI Cost Database

Comp #: 803 Clubhouse Water Heater - Replace **Quantity: (1) GE Water heater**
Location: Pool Equipment area at clubhouse
Funded?: Yes.
History:
Comments:
Useful Life: 15 years Remaining Life: 0 years
Best Case: $ 1,000 Worst Case: $1,000
Cost Source: ARI Cost Database

Comp #: 901 Clubhouse Appliances - Replace **Quantity: (5) Assorted units**
Location: Kitchen area
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 3,900 Worst Case: $4,300
Cost Source: ARI Cost Database

Comp #: 907 Clubhouse Tile Shower - Replace **Quantity: Approx 168 GSF**
Location: Adjacent to cabana
Funded?: Yes.
History:
Comments:
Useful Life: 20 years Remaining Life: 0 years
Best Case: $ 3,600 Worst Case: $4,300
Cost Source: ARI Cost Database

Comp #: 908 Clubhouse Interior Tile - Replace **Quantity: Approx 274 GSF**
Location: Interior areas
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 7,500 Worst Case: $10,000
Cost Source: ARI Cost Database

Comp #: 908 Window Treatments - Replace **Quantity: Approx 264 LF**
Location: Clubhouse interior
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 6,000 Worst Case: $15,000
Cost Source: ARI Cost Database

Comp #: 909 Clubhse Plumbing Fixtures - Replace **Quantity: (6) Assorted fixtures**
Location: Recreation building
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 20 years Remaining Life: 14 years
Best Case: $ 4,600 Worst Case: $5,200
Cost Source: ARI Cost Database

Comp #: 910 Cabinets/Counters - Refurbish **Quantity: Approx 23 LF**
Location: Kitchen area
Funded?: Yes.
History: Completed with remodel 2016.
Comments:
Useful Life: 30 years Remaining Life: 24 years
Best Case: $ 4,300 Worst Case: $4,800
Cost Source: ARI Cost Database

Comp #: 911 Smoke Detectors - Replace **Quantity: (1) System**
Location: Clubhouse
Funded?: Yes.
History: Installed in 2013.
Comments:
Useful Life: 10 years Remaining Life: 4 years
Best Case: $ 1,000 Worst Case: $1,500
Cost Source: Client cost history with inflation

Comp #: 912 Security Cameras - Replace **Quantity: (1) System**
Location:
Funded?: Yes.
History: Installed in 2013. 2017: $5,670. 202: upgrade $5,000.
Comments:
Useful Life: 5 years Remaining Life: 4 years
Best Case: $ 5,000 Worst Case: $5,000
Cost Source: Client Cost History

Paved & Concrete Areas

Comp #: 103 Concrete Walks - Repair **Quantity: Extensive GSF**
Location: Common area walkways
Funded?: Yes.
History: 2021: $2,142.
Comments:
Useful Life: 1 years Remaining Life: 0 years
Best Case: $ 5,000 Worst Case: $5,000
Cost Source: ARI Cost Database

Comp #: 103 Pavers - Replace **Quantity: Extensive GSF**
Location: Entry
Funded?: Yes.
History: Replaced in 2016
Comments:
Useful Life: 25 years Remaining Life: 19 years
Best Case: $ 37,000 Worst Case: $45,000
Cost Source: ARI Cost Database

Comp #: 201 Asphalt - Resurface **Quantity: Approx 273,500 GSF**
Location: Driveways
Funded?: Yes.
History: 2010: 10% removal and replacement and a petromat installation for $409,000.
Comments: It is recommended the association consult with a qualified asphalt resurfacing contractor to evaluate the overall conditions and make recommendations for sectional repair or resurfacing projects. This is a petroleum based product subject to significant cost fluctuations. The haul away is included in cost estimates. Keep surface on routine seal cycle to protect base.
Useful Life: 24 years Remaining Life: 9 years
Best Case: $ 683,800 Worst Case: $820,500
Cost Source: ARI Cost Database

Comp #: 202 Asphalt - Repair/Seal **Quantity: Approx 273,500 GSF**
Location: Driveways, visitor parking
Funded?: Yes.
History: 2018: $29,540 including repairs. 2021: So. CA Gas sealed 2/3 no cost to HOA.
Comments: Keep surface well sealed on a 4 year routine cycle to protect base from premature deterioration. Perform remedial repair projects recommended by a licensed asphalt contractor with each seal cycle. This is a petroleum based product subject to significant cost fluctuations. This cost includes re-striping cost.
Useful Life: 4 years Remaining Life: 3 years
Best Case: $ 41,000 Worst Case: $68,400
Cost Source: ARI Cost Database

Painting Projects

Comp #: 1106 Chain Link Fence - Repaint **Quantity: 680 LF**
Location:
Funded?: Yes.
History: 2018: $9,960.
Comments:
Useful Life: 6 years Remaining Life: 2 years
Best Case: $ 8,700 Worst Case: $12,000
Cost Source: Client Cost History

Comp #: 1107 Iron Fence/Rail - Repaint **Quantity: Approx 3,100 GSF**
Location: Local areas throughout property
Funded?: Yes.
History: 2018: clubhouse iron & north pool. 2019. 2021: $2,200 (part of maint. contract).
Comments:
Useful Life: 3 years Remaining Life: 2 years
Best Case: $ 4,300 Worst Case: $5,200
Cost Source: ARI Cost Database

Comp #: 1110 Interior Surfaces - Repaint **Quantity: Approx 2,200 GSF**
Location: Interior wall surfaces of clubhouse and restrooms
Funded?: Yes.
History: 2009. 2016.
Comments:
Useful Life: 10 years Remaining Life: 2 years
Best Case: $ 2,600 Worst Case: $3,400
Cost Source: ARI Cost Database

Comp #: 1115 Wood/Stucco - Repaint **Quantity: (231) Units**
Location: Exterior building surfaces, 81 Trellises approx. 26,000 square feet
Funded?: Yes.
History: 2012. 2020: $430,000.
Comments:
Useful Life: 8 years Remaining Life: 6 years
Best Case: $ 410,000 Worst Case: $470,000
Cost Source: Client Cost History

Walls & Fences

Comp #: 501 Block Wall - Repair/Replace **Quantity: Approx 31,000 GSF**
Location: Perimeter of complex
Funded?: No. The wall is structurally sound and generally good condition. No overall replacement is expected. Make repairs to sections as needed using Operating Funds.
History:
Comments:
Useful Life: Remaining Life:
Best Case: Worst Case:
Cost Source:

Comp #: 501 Stucco Wall - Repairs **Quantity: Approx 3,700 GSF**
Location: Perimeter of complex
Funded?: Yes.
History: Some repairs done with painting project in 2019
Comments:
Useful Life: 16 years Remaining Life: 6 years
Best Case: $ 5,600 Worst Case: $6,900
Cost Source: ARI Cost Database

Comp #: 502 Chain Link Fence - Replace **Quantity: Approx 680 LF**
Location: Tennis court enclosure
Funded?: Yes.
History:
Comments:
Useful Life: 25 years Remaining Life: 2 years
Best Case: $ 25,000 Worst Case: $29,000
Cost Source: ARI Cost Database

Comp #: 503 Clubhouse Iron - Replace **Quantity: Approx 320 LF**
Location: Clubhouse
Funded?: Yes.
History: Replaced in 2013.
Comments:
Useful Life: 24 years Remaining Life: 15 years
Best Case: $ 16,000 Worst Case: $24,000
Cost Source: ARI Cost Database

Comp #: 503 North Pool Iron - Replace **Quantity: Approx 400 LF**
Location: North Pool
Funded?: Yes.
History: Replaced in 2010.
Comments:
Useful Life: 24 years Remaining Life: 12 years
Best Case: $ 21,000 Worst Case: $29,000
Cost Source: ARI Cost Database

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

Tennis Courts

Comp #: 1604 Tennis Court - Resurface **Quantity: Approx 14,400 GSF**
Location: Tennis court surfaces
Funded?: Yes.
History:
Comments:
Useful Life: 6 years Remaining Life: 0 years
Best Case: $ 9,700 Worst Case: $11,000
Cost Source: ARI Cost Database

Comp #: 1605 Tennis Court Windscreen - Replace **Quantity: Approx 6,400 GSF**
Location: Tennis court perimeter
Funded?: No.
History: Painted chain link in 2018 and the screens are not being replaced.
Comments:
Useful Life: Remaining Life:
Best Case: Worst Case:
Cost Source:

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Irvine Groves Homeowners Association

Financial Statement Review/Audit

ACTION
PROPERTY MANAGEMENT

IRVINE GROVES

June 2025

To: The Irvine Groves Homeowners Association

From: Andrew Burdick, Community Manager

Dear Homeowner:

In accordance with California Civil Code §5305, enclosed you will find a copy of the Annual Audit for the fiscal year end **December 31, 2024.** This audit was prepared by an independent CPA firm, VanDerPol and Company, and has been accepted by the Board of Directors.

In addition to the audit, you will also find enclosed a Request for Annual Notice of Address, Representative and Rental Status. Civil Code §4041 now requires this information be collected on an annual basis. Please complete the form and return it to the management office within 30 days (no later than July 30, 2025). You do not have to return the form if you respond online at https://resident.actionlife.com.

Should you have any questions concerning the enclosed information, please contact Management in writing or attend a Board meeting.

Enclosure: Audit
Request for Address form

VanDerPol and Company
A Professional Accountancy Corporation
151 Kalmus Drive, #M-3A, Costa Mesa, California 92626 (714) 437-1025, FAX (714) 437-5900

June 18, 2025

The Irvine Groves Homeowners Association
c/o Action Property Management
320 Commerce, Suite 200
Irvine, California 92602

To the Board of Directors:

Enclosed you will find the final version of the financial statements for Irvine Groves Homeowners Association. These statements should be distributed to the owners, in their **entirety**. If you should have any questions, please contact our office for further explanation.

Again, it has been a pleasure providing service for your Association.

Sincerely,

Catherine VanDerPol

VanDerPol and Company
A Professional Accountancy Corporation

Enclosures

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2024

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION

Table of Contents

VanDerPol and Company
A Professional Accountancy Corporation
151 Kalmus Drive, #M-3A, Costa Mesa, California 92626 (714) 437-1025, FAX (714) 437-5900

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and the Owners
The Irvine Groves Homeowners Association

Opinion

We have audited the accompanying financial statements of The Irvine Groves Homeowners Association, which comprise the balance sheet as of December 31, 2024, and the related statements of revenues, expenses, and changes in fund balances and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Irvine Groves Homeowners Association as of December 31, 2024, 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.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Irvine Groves Homeowners Association and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Irvine Groves Homeowners Association's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit 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 Irvine Groves Homeowners Association's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Irvine Groves Homeowners Association's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that information on future major repairs and replacements of common property on page 13 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, which 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 the information 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.

VanDerPol and Company

VANDERPOL AND COMPANY
A Professional Accountancy Corporation

Costa Mesa, California

April 19, 2025

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
BALANCE SHEET
AS OF DECEMBER 31, 2024

	Operating Fund	Replacement Fund	Total
ASSETS			
Cash and cash equivalents [Note 8]	$ 82,483	$ 271,640	$ 354,123
Member assessments receivable, less allowance for doubtful collection of $6,000	4,490	--	4,490
Investments [Note 9]	--	916,000	916,000
Accrued interest receivable	--	25,318	25,318
Other receivables	2,700	--	2,700
Prepaid insurance	39,380	--	39,380
Total Assets	$ 129,053	$ 1,212,958	$ 1,342,011
LIABILITIES			
Accounts payable	$ 16,177	$ --	$ 16,177
Prepaid assessments	22,942	--	22,942
Refundable deposits	400	--	400
Other liabilities	1,741	--	1,741
Income taxes payable	1,500	--	1,500
Contract liability [Note 4]	--	1,098,266	1,098,266
Total Liabilities	42,760	1,098,266	1,141,026
FUND BALANCES	86,293	114,692	200,985
TOTAL LIABILITIES AND FUND BALANCES	$ 129,053	$ 1,212,958	$ 1,342,011

See independent auditors' report and accompanying notes to financial statements.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2024

	Operating Fund	Replacement Fund	Total
REVENUES			
Member assessments [Note 3]	$ 669,405	$ 46,926	$ 716,331
Interest	2	46,746	46,748
Other income	6,806	--	6,806
Total Revenues	676,213	93,672	769,885
EXPENSES			
Utilities:			
Electricity	29,674	--	29,674
Water	32,613	--	32,613
Gas	33,190	--	33,190
Internet	171	--	171
Maintenance:			
Landscape maintenance and supplies	141,801	--	141,801
Irrigation repairs	4,643	--	4,643
Tree maintenance	10,030	--	10,030
Pool service, supplies and repairs	36,915	--	36,915
Lighting maintenance and supplies	2,666	--	2,666
Janitorial service and supplies	12,299	--	12,299
Pest control	4,859	--	4,859
Other common area maintenance	39,213	--	39,213
Replacement fund [Note 10]	--	46,926	46,926
Administrative:			
Insurance	180,097	--	180,097
Management fees	50,136	--	50,136
Legal fees	7,027	--	7,027
Other professional fees	3,445	--	3,445
Income taxes [Note 7]	16,024	--	16,024
Other administrative expenses	17,717	--	17,717
Social and related expenses	39,823	--	39,823
Bad debt expense	5	--	5
Total Expenses	662,348	46,926	709,274
EXCESS OF REVENUES OVER EXPENSES	13,865	46,746	60,611
Beginning Fund Balances	72,428	67,946	140,374
Ending Fund Balances	$ 86,293	$ 114,692	$ 200,985

See independent auditors' report and accompanying notes to financial statements.

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THE IRVINE GROVES HOMEOWNERS ASSOCIATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

	Operating Fund	Replacement Fund	Total
Cash flows from operating activities			
Excess of revenues over expenses	$ 13,865	$ 46,746	$ 60,611
Adjustments to reconcile excess of revenues over expenses to net cash provided/(used) by operating activities:			
Increase in member assessments receivable	(935)	--	(935)
Increase in accrued interest receivable	--	(3,585)	(3,585)
Increase in other receivables	(2,700)	--	(2,700)
Decrease in prepaid insurance	6,554	--	6,554
Increase in accounts payable	1,603	--	1,603
Increase/(decrease) in prepaid assessments	6,374	(4,075)	2,299
Decrease in refundable deposits	(400)	--	(400)
Increase in other liabilities	1,261	--	1,261
Decrease in income taxes payable	(12,049)	--	(12,049)
Increase in contract liability	--	113,874	113,874
Net cash provided by operating activities	13,573	152,960	166,533
Cash flows from investing activities			
Acquisition of certificates of deposit	--	(816,000)	(816,000)
Maturity of certificates of deposit	--	700,000	700,000
Net cash used by investing activities	--	(116,000)	(116,000)
Net increase in cash	13,573	36,960	50,533
Cash at beginning of year	68,910	234,680	303,590
Cash at end of year	$ 82,483	$ 271,640	$ 354,123

See independent auditors' report and accompanying notes to financial statements.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1. ORGANIZATION

The Irvine Groves Homeowners Association [the Association] is a statutory homeowners association which was organized as a non-profit mutual benefit corporation in February 1976. The purpose of the Association is primarily to maintain, preserve and control the common areas of the Association. The Association consists of 231 residential units and is located in Irvine, California.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Accounting - The books and records for the Association are maintained on a modified accrual basis of accounting. For these financial statements, adjustments have been made at December 31, 2024 to convert the Association's records to the full accrual basis of accounting. The tax returns are also reported on the accrual basis of accounting.

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. Replacements and improvements to the real property which are directly associated with the units are also not capitalized. They are instead charged directly to either the Operating Fund or the Replacement Fund in the period they are incurred.

Significant capital assets not directly associated with the units, referred to as personal property assets, are capitalized and depreciated over their estimated useful life using the straight-line method of depreciation. During the year ended December 31, 2024, there were no significant personal property additions.

Fund Accounting - The Association's accompanying financial statements have been prepared using fund accounting. Under this method of accounting, financial resources are separated into two categories, the Operating Fund and the Replacement Fund. Disbursements from the Replacement Fund generally may be made only for designated repair or replacement of major common area components. Disbursements from the Operating Fund are at the discretion of the Board of Directors and generally are for on-going repairs, maintenance, and administrative functions.

Investment Income - The Board's policy is to allocate interest earned on Replacement Fund cash and investment accounts to the Replacement Fund, and to pay the related income taxes out of the Operating Fund.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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 period. Actual results could differ from those estimates.

NOTE 3. ASSESSMENTS AND ASSESSMENTS RECEIVABLE

Association members are subject to paying assessments to fund the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessment revenue is recognized as the related performance obligations are satisfied at transaction amounts expected to be collected.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 3. ASSESSMENTS AND ASSESSMENTS RECEIVABLE – (CONTINUED)

Under the revenue recognition standard of ASC 606 [Note 5], the Association (an entity) has a performance obligation to the unit/unit owners (customers). The Association's approved annual Operating Fund budget establishes the maintenance, management, and administrative services that the Association is obligated to perform. These services can be bundled together as a single commercial objective and a single performance obligation. The budget establishes an implied contract price, and because these services are provided within an annual cycle, the respective Operating Fund assessments are considered revenue for the current period.

The performance obligations related to Replacement Fund assessments are satisfied when these financial resources are expended for their designated purpose.

For the year ended December 31, 2024, the Association's monthly assessment was $300 per unit. For 2025, the monthly assessment is budgeted to remain at $300 per unit.

Assessments receivable at December 31, 2024 represent assessments and other fees due from owners. The Association's governing documents provide for various collection remedies for delinquent assessments, including filing of liens on the owner's unit, foreclosing on the unit owner, or obtaining judgment on other assets of the unit owner. At December 31, 2024, the Association has recorded an allowance for uncollectible assessments of $6,000. This allowance represents an estimated amount which was calculated using historical collection information.

Under ASC 606, assessments and other fees that cannot be collected with certainty are now charged against the respective revenue rather than bad debt expense. For the year ended December 31, 2024, assessment income was reduced by $1,395 for this change in accounting. Bad debt expense will still be used to account for uncollectible receivable balances that were recorded in prior periods.

NOTE 4. CONTRACT LIABILITY

The Association recognizes revenue from members as the related performance obligations are satisfied. A contract liability is recorded when the Association has the right to receive payment in advance of the satisfaction of performance obligations which specifically pertains to Replacement Fund assessments. For the year ended December 31, 2024, the Association assessed and allocated $160,800 to the Replacement Fund. The contract liability balance at the beginning of the year and end of the year was $984,392 and $1,098,266, respectively.

NOTE 5. REVENUE RECOGNITION

The Financial Accounting Standards Board (FASB) issued guidance in the Accounting Standards Codification (ASC) Topic 606 Revenue from Contracts with Customers. FASB ASC 606 is a revenue recognition standard that affects businesses that enter into contracts with customers to transfer goods and services, including public, private and non-public entities. The purpose of the standard is to eliminate variations in the way businesses across industries handle accounting for similar transactions.

NOTE 6. REPLACEMENT FUNDING PROGRAM

In accordance with the Association's governing documents, which require that funds be accumulated for future major repairs and replacements, the Association has established certain amounts as reserves for future capital expenditures. Members' assessments relating to the replacement funding program are considered capital contributions from members' dues and as such are restricted in usage. Disbursements are to be made only if specifically approved by the Board of Directors.

An independent study of the Association's replacement funding program was conducted in September 2024 and recommends a contribution to the Replacement Fund of approximately $278,400 ($100.43 per unit per month) for 2025. The study's recommendations were based on estimates of remaining useful lives, current replacement costs, and amounts accumulated in the Replacement Fund. For the year ended December 31, 2024, the Association funded $160,800 from assessments to the Replacement Fund and has budgeted to fund the same amount for 2025. The table included in the unaudited supplementary information on future major repairs and replacements is based on the study.

The Association is funding such major repairs and replacements over the estimated useful lives of the components based on the study's estimates of current replacement costs, considering amounts previously accumulated in the Replacement Fund. Actual expenditures may vary from the estimated amounts and the variations may be material. Therefore, amounts collected for replacement obligations may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right, subject to the Association's governing documents, to pass special assessments, increase monthly assessments, or delay replacement until funds are available.

NOTE 7. INCOME TAXES

The Association may elect to file its federal income tax return as either a regular corporation [under Internal Revenue Code Section 277] or as a homeowners association [under Internal Revenue Code Section 528]. For the year ended December 31, 2024, the Association elected to file as a homeowners association, where generally the association is taxed only on income unrelated to membership dues and assessments [such as interest income less related expenses]. For California purposes, the Association also qualifies for tax exempt status as a homeowners association under California Revenue and Taxation Code Section 23701t and pays a tax of 8.84% on income not related to membership dues and assessments. For the year ended December 31, 2024, the federal and California income tax expense was $11,973 and $4,051, respectively.

The Association utilizes the liability method of accounting for income taxes. Under the liability method deferred income tax assets and liabilities are provided based on the difference between the financial statements and tax basis of assets and liabilities measured by the currently enacted tax rates in effect for the years in which these differences are expected to reverse. Because there is no material difference between the financial accounting and tax basis of the Association's assets and liabilities, the Association has not recorded any deferred tax assets or liabilities.

The Association has adopted accounting standards for the accounting for uncertainty in income taxes. These standards provide guidance for the accounting and disclosure about uncertain tax positions taken by an association. Management believes that all of the positions taken by the Association in its federal and state income tax returns are more likely than not to be sustained upon examination. The Association's tax returns are subject to examination by the Internal Revenue Service and the California Franchise Tax Board, generally for three years and four years, respectively after they are filed; however, there are currently no audits in progress.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 8. SCHEDULE OF CASH BALANCES

Generally, certificates of deposit and other debt securities with original maturities less than 90 days are considered cash equivalents, while certificates of deposits and debt securities with maturities over 90 days are considered "investments."

At December 31, 2024, the Association maintained cash balances at the following institutions:

Operating Fund:	
Sunwest Bank - checking	$ 82,483
Replacement Fund:	
Morgan Stanley - money funds	$ 207,683
Sunwest Bank - savings	63,957
Total Cash - Replacement Fund	$ 271,640

NOTE 9. INVESTMENTS

The Association's investments consist of certificates of deposit with original maturities over 90 days. Investment income from these investments is recorded when earned or accrued. The investments are considered to be held to maturity and are carried at adjusted cost, which approximates the fair value. At December 31, 2024, the Association's investments totaled $916,000. The investments have remaining maturity dates ranging from three to eleven months and interest rates ranging from 4.25% to 5.40%.

NOTE 10. REPLACEMENT FUND EXPENDITURES

Replacement fund expenditures for the year ended December 31, 2024 are as follows:

Fences/gates	$ 14,175
Pool/spa area	12,722
Tennis court	12,043
Clubhouse	4,991
Asphalt work	2,995
Total	$ 46,926

NOTE 11. SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid for income taxes amounted to $31,775 for the year ended December 31, 2024. No interest was paid and there were no non-cash investing or financing transactions during the year.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 19, 2025, which is the date the financial statements were available to be issued.

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

THE IRVINE GROVES HOMEOWNERS ASSOCIATION
REQUIRED SUPPLEMENTARY INFORMATION
ON FUTURE MAJOR REPAIRS & REPLACEMENTS
AS OF DECEMBER 31, 2024
(UNAUDITED)

An independent reserve study was conducted in September 2024 to estimate the remaining useful lives and the replacement costs of the components of common property. The study was based upon representations by the Board of Directors and the experience and knowledge of the independent reserve analyst. The estimates were based on current replacement costs adjusted for an annual inflation rate of 3.0%. These estimates are used as a foundation in arriving at recommended funding requirements, based upon cash and investments which have been collected for future repairs and replacements, earning a yield on funds of 2.0% (net of taxes).

The following table is based on the study and presents significant information about the components of common property.

Common Area Component	**Estimated Remaining Useful Lives**	**Estimated Current Replacement Costs**	**2025 *Recommended* Funding Requirement**	**Study's *Recommended* Fund Balance**
Asphalt/concrete/pavers	0-16 years	$ 1,173,700	$ 71,946	$ 860,990
Painting	2-9 years	594,600	71,778	369,055
Clubhouse	0-20 years	216,500	10,882	136,443
Pool areas	0-18 years	373,100	30,557	174,657
Tennis courts	4-12 years	99,200	5,427	52,583
Pickeball courts	5 years	13,100	2,094	2,183
Walls/fences	5-13 years	93,600	4,057	54,590
Lighting	0-11 years	79,000	4,460	43,575
Irrigation	10-28 years	38,850	2,360	5,485
Landscape	0-9 years	234,900	73,633	147,270
Entry monuments	10 years	9,150	439	4,575
Signs	12 years	16,000	767	6,400
	Total	$ 2,941,700	$ 278,400	$ 1,857,806

The accumulated contract liability and Replacement Fund balance at 12/31/24: $ 1,212,958

Action Property Management, Inc. has issued the information within as related to the sale of 12 Tortoise Shell as requested on 11/13/25. This information is not valid for any other property, sale, or if reproduced.

IRVINE GROVES

Date: June 2025

TO: The Irvine Groves Homeowners Association

FROM: Andrew Burdick, Community Manager

RE: **Request for Annual Notice of Address, Representative and Rental Status**
(Civil Code §4041)

The best way to submit this information is to respond online at resident.actionlife.com.

Civil Code §4041 requires the Association to request each homeowner provide us with the following information on an annual basis. This request for information is required to be sent by associations to their members at least 30 days prior to making the Association's own Annual Budget Report disclosures under Civil Code §5300.

Name ____

Please complete this form regarding property address ____________________ and return it to the Association within 30 days:
Please enter address

1. The preferred method for receiving notices from the Association. Specify one or both.

   ☐ A mailing address: ____

   ☐ A valid email address*: ____

2. An alternate or secondary address to which notices from the Association are to be delivered:

   ☐ A mailing address: ____

   ☐ A valid email address*: ____

3. The name, address and, if available, valid email address* of your legal representative, if any, including any person with power of attorney, or other person who can be contacted <u>in the event of your extended absence</u>:

   Name:________________________________ Address:______________________________________

   City, State Zip:___________________________ Email Address:______________________________

4. Is the separate interest that you own (check one): ____ Owner-occupied?

   ____Rented out? ____Developed but vacant? ____Undeveloped land?

*A valid email address is one that, after a notice is sent, does not result in a bounce or other error notification indicating failure of the message. You are not required to provide an email address to the association.

If at any time you wish to change your preferred method of delivery, you may do so on the Resident Portal at resident.actionlife.com.

If you mail this back, please send it to The Irvine Groves Homeowners Association c/o Action Property Management, 320 Commerce, Suite 200, Irvine, CA 92602.

Professionally Managed by Action Property Management, Inc.
320 Commerce, Suite 200, Irvine, CA 92602
(800) 400-2284 (949) 450-0303 fax
www.irvinegroves.com

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