

CITYFRONT TERRACE HOMEOWNERS' ASSOCIATION

2025 Annual Disclosure

Each owner at CityFront Terrace is a member of a mutual benefit nonprofit corporation.

The California Civil Code as well as the Davis-Stirling Act has set laws, limits and restrictions to protect owners with full disclosure of financial impacts, rules and regulations, and procedures that will benefit and enhance your ownership.

In accordance with the California Civil Code and the Davis Stirling Act (Code 5300), you will find the following:

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I. ANNUAL BUDGET REPORT

1. Pro Forma Budget for Fiscal Year 2025 Prepared on an Accrual Basis

With the new fiscal year (calendar year) for the Association, the CityFront Terrace Finance Committee and Board of Directors have reviewed the operating budget with the goal of providing efficient operations and funding adequate reserves to meet long-term projections. Based upon this review, the Board has determined that, in order to maintain the financial integrity of the Association and to meet the ongoing maintenance costs which increase with the aging process, a 5.50% (percent) increase in the overall base assessment will be effective January 1, 2025. Please see the cover letter to determine your new monthly assessment.

A Summary of the 2025 Budget is enclosed under **Exhibit "A."**

A detailed budget is available, by request at the Management Office or by email at cm@cityfrontterrace.org

2. Summary of the Association's Reserves

The amount of Total Cash and Investments in the Reserve Fund available for the replacement and repair of the common facilities can be found on the July 31, 2024 Balance Sheet or **Exhibit "B."** Using the Balance Sheet and taking into account certain assumptions such as deposits and known or anticipated expenses, the Homeowner's Association is expected to begin the 2025 fiscal year with a balance of \$ 15,245,347 in the Reserve Fund.

Please find a 30-year summary of the Association's reserves on **Exhibit "C"** and List of Components on **Exhibit "D."** The summary is based on the Reserve Study described below. 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 for such replacement.

3. Summary of Board Adopted Reserve Funding

In conjunction with the budget review and in accordance with California Civil Code, the Board hires a professional reserve study analyst at least once every three years to prepare a reserve study, to review the reserve funding program and to make recommendations for future funding. The 3-year reserve study involves a visual inspection of each component of the community. 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 or replace the components that the Association is obligated to maintain. A copy of the full reserve study is available upon request. The summary of the reserve funding plan is attached as **Exhibit "C."**

In 2023 a Reserve Specialist was hired (per California Civil Code §5550(a) to perform the on-site inspection and update of the component list for the 2024 Budget. The specialist recommendation included increasing funding to the Reserves 10% over the next 10 years. After careful review the

Finance Committee, based on the overall financial health of the fund, recommended a more moderate approach to increasing the Reserves.

The Finance Committee recommended a 2.5% inflation factor and an overall expected 3.5% Interest on the Reserve Investments.

The Finance Committee took into account the long term anticipated replacements of the major components, minimum wage increases and escalating cost of utilities that will affect your monthly dues, and the Committees and Board of Directors chose a more gradual approach to the increases assessed today and in the future.

In this funding disclosure you will find the work from the Maintenance, Interior Design and Finance Committees as approved by the Board of Directors. For the report from the Reserve Specialist, please contact the Community Manager.

The Board's plan for funding reserves is to allocate 13.3% of the 2025 Base Assessment or \$631,723 to annually fund the reserves for Fiscal Year 2025. In 2026 the projected percentage of increase to the reserves will be 4%. Please see **Exhibit "C"** for projected reserve funding increases. Please take note: the increases noted on "Exhibit C" are only on the amount allocated specifically for the Reserves.

4. List of the Major Components with the Life Expectancy and Remaining Life

Please see **Exhibit "D"** for the list of components.

5. Statement of Items Deferred for Maintenance, Repair or Replacement

In accordance with the Civil Code and as of the date of this letter, the Board has chosen not to reserve the following components due to the undetermined life expectancy of these items: the electric transformers, emergency generator, condenser water pump, the main fire pump, windows, sewer pipes and the sound trap. It is believed that the items mentioned can be maintained beyond the term of the reserve study.

Backflow Prevention Devices

In 2017 we were notified by the City of San Diego Department of Water, Cross Connection Control, that they are requiring that all water main backflow devices be relocated from below grade to street level. A backflow prevention device is used to protect potable water supplies from contamination or pollution due to backflow, usually related to pressure differentials. This work requires extensive engineering and planning in order to develop documents suitable to distribute for competitive pricing and plan submittal to the City. The eventual implementation of backflow upgrade and replacements will include reworking exterior common area planters to accommodate the changes. While the extent of the project cost is not known at this time, our internal assessment suggests a cost in the lower to mid \$100,000 range. Because we will be replacing the original backflow devices in the garage and moving them to the street level at the entry of the building, the expense will be paid from Reserves. As of 2020, CityFront Terrace is unaware of a viable solution and the issue remains outstanding.

6. Statement of Mechanisms to Fund Reserves

To repair or replace major components, the Board uses the following mechanism or mechanisms to fund reserves: annually the Board reviews and makes adjustments to the funding of the reserve to maintain as near as possible a 100% funding level on each component over thirty years.

The funding schedule (Exhibit C) indicates the associations desire to maintain 100% funding for 30 years. In year 2034, the funding drops to 66% with \$4,084,094 in scheduled expenses. The scheduled expenses include the replacement of the paving system that includes waterproofing, the replacement of the Cooling Tower and all the Granite. Over the upcoming years, the Management Staff with the Committees assistance will look for ways to postpone work without compromising the quality that the owners of CityFront Terrace expect.

7. Statement Addressing Procedures Used to Calculate and Establish Reserves

As provided in Civil Code, the Board had a reserve study performed in 2023 for 2024. A complete reserve study must be done at least once every three years and be reviewed and adjusted annually. In determining future needs, Civil Code 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 is made. As also required by Civil Code, 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 years of 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. In other words, the portion of its useful life that has been consumed would be worth \$30,000; thus, the current cost of replacement or repair of that component would be \$30,000. These figures for all major components are added up, resulting in the current cost of replacement or repair for all major components. Note that Civil Code does not require the Association to fund reserves in accordance with the above calculation.

Once the Board has the information from the reserve study on the current cost of replacement or repair for all major components, it compares that figure to the amount of reserves currently on hand to determine if the fund is more, less or equal to the current cost of replacement. It also looks at the amount on hand in comparison with how much additional money will be added to the reserves over the next several years in comparison with the amount of money projected to be expended over the same time period. It then determines if the funding level will be adequate for the next several years and, if not, what actions the Board may need to take to generate the funds that will be required. These actions include levying special assessments, additional regular assessments, borrowing the necessary funds, evaluating whether the work will need to be done when projected or if it can be delayed, or a combination of these actions. The Board also looks at whether the rate of funding the reserves will keep the Association on pace with the projected cost of repairs and replacements or if it appears that the reserve fund will start falling behind the long-term costs of repair and replacement. Depending on that determination, the Board will plan for what long term actions, if any, will be needed to assure that the funds will be available to repair and replace all major components when necessary.

8. Statement of Anticipated Special Assessments

In accordance with Civil Code, and as of the date of this Proforma, 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, and the knowledge and information the Board had at the time of review. Thus, this statement is not a guarantee, and it is subject to change.

9. Statement Addressing Association's Outstanding Loans

The Association does not have any loans.

10. Summary of Association's Insurance Policies

"This summary of the association's policies of insurance provides only certain information, as required by Section §5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to 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."

CityFront Terrace Homeowner's Policy and Rules on Personal Insurance:

"All owners are required to maintain Property, Liability and additional living expense coverage Insurance for their individual condominiums. Please refer to the CC&Rs for more information. Certificates of current insurance must be maintained in the Management Office. Upon the close of escrow, owners will have 5 business days to provide a certificate of insurance. An Owner or their tenant will be prohibited from moving in until the insurance certificate is on file. Owners failing to provide current documentation or a certificate of insurance will be subject to a hearing with the Board of Directors and possibly a fine."

Please see Exhibit "F" for the CityFront Terrace Homeowners Association Insurance Certificate.

11. **Assessment and Reserve Funding Disclosure Summary Form** **Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 2022**

(1) The 2025 average regular assessment per ownership interest is \$1,185.99 per month. Assessments vary based upon the ratio that has been assigned in the governing documents. Your 2025 monthly base assessment can be found on the cover letter of this document.

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

Date Assessment will be due:	Amount per ownership interest per month or year (If assessments are variable, see note immediately below):	Purpose of the assessment:
N/A	N/A*	N/A
	Total: 0	

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the cover page.

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

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

Each year the funding plan is reviewed and updated.

Approximate date assessment will be due:	Amount per ownership interest per month or year:
January 2026	4% or \$6.58 per month
January 2027	4% or \$6.85 per month
January 2028	4% or \$7.11 per month
January 2029	4% or \$7.40 per month
	Total: (Please see Exhibit "C")

(5) All major components except those listed under "Statement of Items Deferred for Maintenance Repairs or Replacements", are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year (2025) is \$13,460,374. This is based in whole or in part on the last reserve study or the update prepared by Association Reserves in July 2023 which is updated annually by management with oversight from the Finance Committee and CFO. The projected reserve fund cash balance at the end of the current fiscal year (2025) is \$13,466,919 resulting in reserves being 100% (percent) funded at this date. Note: This funding plan is devised to minimize increases in anticipation of future projected expenditures.

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

\$12,597,086 in 2026,
\$13,211,284 in 2027,
\$14,310,912 in 2028,
\$15,608,566 in 2029 and
\$16,814,308 in 2030,

and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved (that can only be done annually) and other known revenues, is

\$13,487,638 in 2026,	leaving the reserve at	107% percent funding in 2026,
\$14,040,036 in 2027,		106% percent funding in 2027,
\$14,736,744 in 2028,		103% percent funding in 2028,
\$15,314,865 in 2029 and		98% percent funding in 2029 and
\$12,530,868 in 2030,		75% percent funding in 2030,
-\$591,184 in 2043		-4% percent funding in 2042

If the reserve funding plan is approved by the association and is implemented (**Exhibit C**), the projected reserve fund cash balance in each of those years will be

\$13,513,791 in 2026,	leaving the reserve at	107% (percent) funding in 2026,
\$14,120,457 in 2027,		107% (percent) funding in 2027,
\$14,901,620 in 2028,		104% (percent) funding in 2028,
\$15,596,571 in 2029 and		100% (percent) funding in 2029 and
\$12,971,738 in 2030,		77% (percent) funding in 2030,
\$13,402,520 in 2043		90% (percent) funding in 2043

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term after-tax interest rate earned on reserve funds was 3.5% (percent) per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs is 3% (percent) per year.

II. Annual Policy Statements

1) Designated Agent for Receipt of Association Mail

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

Name: Mr. Jon Epsten
Title: CFT Legal Counsel
Company: Epsten Grinnell and Howell
Address: 10200 Willow Creek Rd. #100
San Diego, CA 92131

Phone: 858-527-0111
Email: jepsten@epsten.com

2) Secondary Addresses for Owners

As provided in Civil Code sections 4040, (b) Owners have a right to receive (1) annual reports that 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 sections 4035 and 5260.

3) Posting Locations of General Notices

The locations designated for posting of a General Notice is in the mailrooms and the CFT website (www.cityfrontterrace.org). (Section 4045)

4) Individual Delivery Notice

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 section 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) Availability of Minutes

The minutes or a summary of minutes of a Board meeting other than an executive sessions are available to Members within 30 days of the meeting. Minutes, proposed minutes or a summary of minutes will be distributed to any member upon request and upon reimbursement of the Association's costs for making that distribution. (Section 4950)

In order to make a request for a copy of minutes, members should contact the Community Manager in the CFT Management Office at 619-702-7729 or physical address: 500 West Harbor Drive San Diego, CA 92101 or by email at cm@cityfrontterrace.org.

6) Statement of Assessment Collection Policies under California Civil Code, Section 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)

7) Statement of Association's Policies for Collection of Delinquent Assessments

Assessments are due and payable in full on the first day of each month. All other charges including but not limited to late fees, interest, collection costs and fines are due as incurred. All assessments, late fees, interest and collection costs are subject to the Delinquency Policy. Payments received will be applied in the following order: Unpaid principal including assessments and special assessments levied in accordance with the Declaration and Civil Code, late fees, collection fees, interest and CC&R's violation fees. Request for special consideration must be submitted to the Board prior to the assessment becoming more than 45 days past due.

Pay Under Protest. Owners do NOT have the right to withhold assessments. Owners may dispute any assessment, fine, penalty, late fee, collection cost, or monetary penalty, by paying the disputed amount under protest and (i) submitting a written request for dispute resolution to the association in accordance with internal dispute resolution (IDR) procedures or (ii) filing an action in small claims court for any amount up to \$10,000 (\$5,000 if the owner is a corporation). (Civ. Code §5658.)

The following is a schedule that the Association practices on collections:

Late Fees:

A 10% late fee will be applied upon the 16th day of each calendar month on any past due or delinquent assessment.

Intent to Lien:

An Intent to Lien package is sent to all owners by certified mail 45 days upon delinquency. A charge on not less than \$180 for this service will be levied against the delinquent account.

Notice of Delinquent Assessment Lien:

If payment has not been satisfied upon 75 days or 30 days following the Intent to Lien Letter, a Notice of Delinquent Assessment Lien will be filed against your property and charges for its processing and recording will be levied against the account. (Currently, not less than \$380.00)

The owner will receive a copy of the recorded document by certified mail in accordance with California Civil Code.

Release of Lien:

Upon receipt of payment in full, a release of Lien will be recorded. Copies will be sent to all owners of record (not less than \$150.00)

Notice of Intent to Foreclose or a Notice of Impending Lawsuit:

If payment has not been satisfied upon 105 days or 30 days following the Recording of a Lien, then upon the CityFront Terrace Board of Directors' approval, the owner will be sent a certified letter stating intent to foreclose or sue. The delinquent owner will be liable for all fees and costs. Copies will be sent to the owners of record. (The cost of this legal service is currently not less than \$600.00 plus processing and any other legal fees the association incurs during this process.)

Attorney's Fees or Collection Agents Fees:

If payment has not been satisfied upon 135 days, the account will be referred to the Associations attorney or collection agent. All legal fees and costs of collection will be charged to the delinquent owner.

Interest:

Interest will be charged on assessments, late fees and collection fees at a maximum of 12% per annum.

Dishonored Checks:

There will be a \$45 fee levied against the account plus any bank charges incurred.

If 60-days delinquent, the owners will be notified that they have 10 days to pay in full or appear at a hearing, at which time, the Board of Directors may suspend certain privileges, including but not limited to in-home maintenance service, reservations of the Citrus Room, use of valet services, attendance of HOA-sponsored events and restricted use of keycards.

Note: Nothing in this statement shall be construed to limit reasonable access to the condominium, exclusive use storage spaces or exclusive use parking space appurtenant to the condominium.

A member must be in good standing to obtain Maintenance and Valet Guest Parking Services. Management reserves the right to decline fee for services amenities.

If an owner's assessment account is delinquent, the Association may exercise its right to rent assignment pursuant to Article 7.3.1 of the Declaration.

8) Discipline Policy and Schedule of Penalties

Violation of the Rules and Regulations

It is the right and duty of each resident to report violations in writing by letter or email to the Board of Directors. Indications of or actual violations which may be reasonably confirmed will be brought to the attention of the homeowner and resident in writing by the Community Manager, following the policies established by the Board of Directors. For failure to correct the violation, the homeowner could be subject to a fine or special assessment. Further failure to correct the violation will cause legal action to be taken. All expenses incurred by the Association to correct the situation will be the responsibility of the homeowner and such cost shall be levied upon their account.

Violation Procedures

The following procedures will apply to all violations and infractions of the Governing Documents and Rules and Regulations. Residents should report violations to the Community Manager, Front Desk or Board of Directors by submitting a written notice describing the violation including the date, time, location and persons involved. The Board of Directors, Community Manager, or committee appointed by the Board should note any violations discovered during walk-through or through personal knowledge of any of its members or representatives. Notices may be submitted in person at the Management Office, through email cm@cityfrontterrace.org or personal letter.

At the time a violation is noted or reported and reasonably confirmed by management, action will be taken as follows:

1. A first notice to correct the violation will be sent by the Community Manager via telephone, email or mail. The alleged violator (and owner, if alleged violator is a tenant) will be given a description of the violation, as well as instructions regarding response to the notice and correction of the violation. (Revised 4/28/15)
2. If the violation continues, or if the response is otherwise unsatisfactory, the Community Manager will send a second notice to correct the violation. The second notice will notify the owner that a fine may be imposed if the violation is not corrected.
3. If the violation continues or if the response is otherwise unsatisfactory after the second notice, the owner will receive written notice of a hearing to consider a monetary penalty or suspension of privileges, and be afforded an opportunity to appear before the Board, either in person or by submitting written testimony.
4. The notice shall be sent at least fifteen (15) days before the hearing date and shall be delivered to the owner personally or by registered mail to the last address of the owner shown on the Association's records. The Board shall give fair consideration to the owner's oral or written testimony in determining whether to impose a penalty. Notification of any discipline imposed shall be sent to the owner within ten (10) days of the hearing. The owner shall have 30 days in which to appeal the decision.
5. If the violation continues or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty or suspension of privileges, the Board may impose additional or continuing fines and remove privileges until such time as the matter is satisfactorily resolved.
6. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees. Notwithstanding the foregoing, depending on the nature or severity of the violation, the Board may decide to pursue legal action without first conducting a hearing or imposing a monetary penalty or suspension of privileges. In addition, the Board may decide to hold a hearing without first sending violation notices.
7. In situations where the Board, in its sole discretion, determines that the alleged offense is sufficiently serious including, but not limited to, threats against persons or property, dog bites, in progress unapproved architectural modifications, rental terms which do not meet the minimum requirements of the governing documents, or outrageous conduct, the Board may authorize the omission of the "Warning Notice" and proceed directly to a hearing. (Revised 4/28/2015)

FINE SCHEDULE

1. First Violations

Reasonable fines for first time violations will be levied in accordance with the following schedule:

Dangerous/Hazardous Activities
(Risk of harm to person or property)

up to \$2,000

Renting for less than the minimum
rental period

up to \$2,000

Any violation of the Bylaws, CC&Rs
and Rules and regulations of the community

up to \$1,000 not specifically mentioned

All fines are per occurrence and at the discretion of the Board of Directors.

All fines are in addition to correction, clean-up, and repair costs or any enforcement assessments.
(Revised 4/28/15)

2. Repeated Violations

Fines for second and subsequent violations occurring within a twelve (12) month period can be up to twice (2x) the amount of the fine for the first violation.

3. Continuing Violations

A continuing violation, that is, one which continues uninterrupted and uncorrected over time, may result in an additional fine of up to \$250 per day and/or incident at the discretion of the Board of Directors.

4. Short-Term Rentals

Following the first and the initial violation, continued and/or repeated renting will result in an additional fine of \$500 per incident/day and at the discretion of the Board of Directors.

5. Special Assessment

The Association may also levy an Enforcement Assessment to reimburse the Association for expenses (*CC&Rs, Article 6.5*).

Enforcement Assessment

The Association may also levy an Enforcement Assessment to reimburse the Association for expenses (*CC&Rs, Article 6.9*).

9) Summary of Association's Dispute Resolution Procedures (ADR and IDR)

Alternative Dispute Resolution Procedures

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.

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 section 5965 states:**

"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."

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 Process

The Association Board reserves its right to draft and provide its own Internal Dispute Resolution ("IDR") process, consistent with the requirements set forth in Civil Code §§ 5900-5910. Until such time as the Board adopts a different internal dispute resolution process, the statutory procedure set forth in Civil Code §5915 below shall apply.

5915. Default IDR Procedure

- (a) This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- (b) Either party to a dispute within the scope of this article may invoke the following procedure:
 - (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - (2) A member of an association may refuse a request to meet and confer. The association shall not refuse a request to meet and confer.
 - (3) The board shall designate a director to meet and confer.
 - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. **The parties may be assisted by an attorney or another person at their own cost when conferring.**
 - (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (c) **A written** agreement reached under this section binds the parties and is judicially enforceable if **it is signed by both parties and** both of the following conditions are satisfied:
 - (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
 - (2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.
- (d) A member shall not be charged a fee to participate in the process.

10) Summary of Procedures for Architectural Review

The Association requires prior written approval for any architectural changes that you make to your property. The general types of changes that require Association approval are described but not limited to the following:

- Flooring (tile, marble, wood, etc.)
- Moving of non-bearing walls
- Draperies, blinds and window coverings attached to the ceiling
- Plumbing
- Mechanical
- Electrical
- Permanent Fixtures
- Ceilings

Please see **Exhibit “E,”** Article 9, of the CityFront Terrace Homeowners’ Association’s governing documents pertaining to the “Architectural Committee” for all information pertaining to guidelines, process and the appeal process.

11) Mailing Address for Overnight Payment of Assessments

For overnight payments, mail to:
CityFront Terrace HOA
c/o Landmark Inc.
9663 Tierra Grande Street #206
San Diego, CA 92126
(858) 536-8100

***The On-site Management Office can only accept payments
Monday through Friday from 8 a.m. - 5 p.m.
These payments must be hand delivered.***

**12) FEDERAL HOUSING ADMINISTRATION
“FHA”**

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

This common interest development is a condominium project. The association of this common interest development is certified at this time by the Federal Housing Administration.”

Interested parties should check the FHA website for current information.

13) DEPARTMENT OF VETERANS AFFAIRS “VA”

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

This common interest development is a condominium project. The association of this common interest development is certified by the Federal Department of Veterans Affairs.”

The information regarding the association's FHA/VA status is as of November 1, 2021. Interested parties should check the VA website for current information.

III. MISCELLANEOUS DISCLOSURES

a. Preparation of Financial Review

As provided in California Civil Code section 5305, the Association will have a review prepared by a certified public accountant after the close of each fiscal year. That document and any information required by Corporations Code Section 8321 should be available to you within 120 days after the close of the fiscal year.

b. Rental Restrictions and Other

On August 6, 2013, an amendment to the governing documents was recorded that could affect the future sale or rental of your unit. After a vote of the membership,

- 1) there is a cap on rentals of 25% of the total units (80 units). Please check with the Management Office to determine how or if this will affect you before purchasing or listing your unit and how to appropriately disclose to potential buyers;
- 2) tenants are not allowed to have dogs; and
- 3) a minimum of a 1-month lease is required. Civil Code §4741(c)

However, you should review the full text for a complete description of the requirements.

c. Architectural Modifications for Persons with Disabilities

Occasionally, residents may see something that appears to be a violation of our governing documents and rules. Appearances can be deceiving. Sometimes what seem to be "violations" are, in fact, "accommodations" required by law to be given to disabled residents. This is necessary to give disabled residents an equal opportunity to use and enjoy the premises. Please recognize that some disabilities may not be apparent just by looking at the person who has a disability. Also, the type of architectural change made may seem as if it is unrelated to any form of disability, but that is because there are many different types of disabilities that require many different types of accommodations. These accommodations should not be interpreted as meaning the Association is not serious about enforcing community standards and rules, only that the Association is mindful of its legal duty to comply with disability protection laws.

d. Distribution of Mailing List to Owners

The Association is required by Civil Code section 5200 (a), under the circumstances covered by the statute, to provide members with the name, property address, and mailing address of all members. Association members may opt out of sharing their name, property address and/or mailing address by notifying the Association in writing that the member prefers to be contacted via the alternative process described in Corporations Code section 8330(c). The alternative method may require the petitioning member to provide the materials to the Association so that members who have opted out can receive the mailing from the Association without having their information revealed.

e. Gated Communities and Associations with Locked Entry Doors

While the Association may have gated entryways, staffed entrances, locked exterior doors, periodic patrols, TV cameras and recording equipment, these features cannot be relied upon to guarantee your personal safety and security. Some merely are deterrents and others may help to identify a criminal after the fact, but even that is not certain. Thus, each owner is responsible for his or her own personal safety and security. Owners must communicate these facts to their respective tenants and guests.

f. Smoke and Carbon Monoxide Detectors

Owners are required by law to have operational smoke detectors and carbon monoxide detectors. [Health and Safety Code §§13113, 717926 & 17926.1] Please note that it is common for many detectors to last no longer than 10 years. Test your detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. If you have tenants, there are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have back-up batteries designed to last for the life of the device.

Fire Prevention Bureau Policy – 0-12-3 Open-Flame Cooking Device (BBQ's)

Open-flame cooking devices adjacent to structures on patios, balconies or decks of other than one and two family dwellings shall not be operated on combustible balconies or within 10 feet of combustible construction.

Exceptions:

- 1) where buildings, balconies and decks are protected by an automatic sprinkler system (*CFT does have a sprinkler device on most balconies*); and
- 2) LP-gas cooking devices having LP-gas container with a water capacity not greater than nominal 1 pound (16 oz.) LP-gas capacity. (*cylinders only*)

Cylinders having water capacities greater than nominal 1 pound LP-gas capacity shall not be located on decks or balconies above the first floor unless the living units above the first floor are served by exterior stairways.

g. Fire and Evacuation Plan

CityFront Terrace has a Fire Control Room located in the lobby. When an alarm is activated, a Staff Member will investigate the location of the alarm. If it is a confirmed fire, the Fire Department will be dispatched to assist.

An alarm is either activated by a common area smoke detector from the corridor, pull station or a sprinkler being activated. When this occurs the fire alarm will sound on the involved floor and the floor above and below.

If you hear an alarm, a pre-recorded announcement will come through the speakers in your unit asking you to evacuate to the nearest stairwell: If safe to do so, grab your house key, identification, your animal (if applicable), and shut your door behind you. Go to the nearest stairwell and proceed to exit the building in an orderly manner following the exit signs. The stairwells are pressurized to minimize smoke infiltration. To limit congestion in the front of the building and allow for emergency vehicles, **please meet at Kings Park on the west side of the building and wait for further direction from the Fire Department.** Do not panic. Do not engage in unnecessary conversation with staff or fire personnel when the building is in an emergency state.

If it is a false alarm, the alarm will be silenced, and you will hear a message over the speaker system. All alarms must be taken seriously.

Smoke detectors are there to detect smoke. The common area detectors are electrically powered and maintained by the building; and, when activated, will sound the alarm in the involved areas. In your Unit the smoke detectors are either battery operated or connected to your electrical system. These are not connected to the main building system. The smoke detectors can be activated by smoke, dust or the occasional spider that finds its way into the detector. If you are having work performed in your unit that requires sanding or painting, be sure to have your contractor notify Maintenance through the Front Desk so that proper precaution can be taken to avoid a false alarm.

Speakers are there to notify you when a fire or other emergency has been reported. The lights will blink and you will need to listen to the public address system for directions. It may be a pre-recorded message, or a fireman or staff member providing instruction.

The Sprinkler System runs throughout the entire building with exception of the Loading Dock. The law dictates where the sprinklers must go. The sprinklers are activated by heat. They are also very easy to damage, causing a deluge of water and an ugly mess. Please note where your sprinklers are in your unit and be careful when moving furniture. Look for them in every room. Beware.

Fire Extinguishers are located in each resident floor hallway.

You will find one at each emergency exit (stairwell).

How to use a Fire Extinguisher:

Aim at the base of the fire. Remember P A S S!

P = Pull the Pin

A = Aim at the base of the Fire

S = Squeeze the trigger

S = Sweep, using a sweeping motion at the base of the fire

Pull Stations are in each corridor. You will find one at each elevator foyer and by each emergency exit (stairwell). How to use a Pull Station: Pull the handle toward you, which will activate the alarm system and can be re-set only with a key.

Power Outages will occasionally occur in our community. There is an emergency diesel generator to supply temporary power to emergency lighting, the garage doors, the fire control room and other essential equipment. Minimal lighting will be supplied throughout the common area corridor but none within your unit. If a power outage occurs, turn off all your electric appliances including computers and heating and air conditioning unit. Items to keep in your household for such events are flashlights, non-electrical phones and drinking water. Plan and prepare a supply suitable for your needs.

Earthquakes are a part of living in California. If the community experiences an earthquake, find a safe place and take cover. Once the earthquake is over, examine your unit for damage, including cracks, and report any findings to the Management Office. The Maintenance Staff performs inspections daily on the mechanicals to ensure safety and that all equipment is running at performance levels. Do not use elevators during or following an earthquake. Utilize the stairwells until elevators are deemed safe to use.

The Fire Sprinkler System is regularly tested and maintained and is checked on a quarterly and annual basis by an independent contractor, and every five years, certification is required. The next five-year certification is scheduled in 2029, access to each unit is mandated by law.

CityFront Terrace

Operating Budget 2025

Budget Summary

approved: 10/29/2024

	2024	2025	Total increase
Revenue:			
Base Assessments	\$ 4,316,716	\$ 4,554,119	5.50%
Other Income	\$ 120,600	\$ 126,800	
Gross Income	\$ 4,437,316	\$ 4,680,919	
Reserve Funding	\$ 607,426	\$ 631,723	4.00%
Net Income	\$ 3,829,890	\$ 4,049,196	
Expenses			
Insurance/Taxes/Permits	\$ 200,707	\$ 233,393	16.29%
Utilities	\$ 844,087	\$ 890,904	5.55%
Professional Services	\$ 54,700	\$ 52,145	-4.67%
Administrative Expenses	\$ 70,694	\$ 72,107	2.00%
On-Site Staff	\$ 1,801,849	\$ 1,864,247	3.46%
Outside Contracts	\$ 758,301	\$ 835,850	10.23%
Repairs	\$ 17,550	\$ 16,550	-5.70%
Supplies	\$ 77,000	\$ 78,000	1.30%
Miscellaneous	\$ 5,000	\$ 6,000	20.00%
Total Expenses	\$ 3,829,888	\$ 4,049,196	\$ 243,605



CityFront Terrace HOA
Balance Sheet
7/31/2024

Assets

OPERATING CASH

10200 - ENTERPRISE BANK & TRUST	\$208,624.87
10201 - ENTERPRISE BANK & TRUST-SWEEP ACCOUNT	\$1,270,529.81
10800 - PETTY CASH	\$2,000.00
<u>OPERATING CASH Total</u>	<u>\$1,481,154.68</u>

CAPITAL RESERVES CASH

11107 - MERRILL LYNCH - M.M.	\$1,404,524.15
11207 - MERRILL LYNCH - CDs	\$13,128,434.34
<u>CAPITAL RESERVES CASH Total</u>	<u>\$14,532,958.49</u>

OTHER ASSETS

12100 - ACCOUNTS RECEIVABLE	\$87,364.37
<u>OTHER ASSETS Total</u>	<u>\$87,364.37</u>

Assets Total **\$16,101,477.54**

Liabilities and Equity

LIABILITY

22100 - PREPAID ASSESSMENT	\$57,499.21
22140 - ARCH. CHANGE DEPOSITS	\$14,670.00
<u>LIABILITY Total</u>	<u>\$72,169.21</u>

RESERVES

27010 - PAINTING	\$626,518.42
27020 - ROOFING	\$552,382.87
27040 - LIGHT FIXTURES	\$513,134.55
27050 - FLOORING/CARPET	\$898,348.91
27071 - M. L. KING PROMENADE	\$26,210.07
27080 - HEATING & COOLING (HVAC)	\$891,080.71
27090 - POOL & SPA	\$210,827.37
27110 - FURNISHINGS	\$800,955.14
27111 - WALLPAPER	\$135,188.40
27130 - FLOORING/HARD SURFACES	\$382,307.11
27150 - FENCING AND GATES	\$84,311.07
27170 - MECHANICAL PLUMBING	\$357,071.67
27180 - LANDSCAPE	\$232,582.24
27200 - EXTERIOR	\$4,408,466.70
27210 - INTERIOR FINISHES	\$103,208.35
27260 - LIFE SAFETY	\$890,770.78
27300 - WINDOW TREATMENTS	\$31,980.05
27360 - PUMPS AND MOTORS	\$457,896.28
27390 - FITNESS ROOM	\$220,648.11
27400 - MECHANICAL	\$1,201,263.52
27431 - TRASH CHUTES	\$143,910.29
27451 - APPLIANCES	\$75,589.25
27470 - SIGNAGE/MAPS	\$114,837.49
27500 - OFFICE EQUIPMENT	\$46,875.53
27880 - CONTINGENCY	\$536,101.61
27881 - LATENT CONSTRUCTION DEFECTS	\$565,780.15
27890 - MISCELLANEOUS PROJECTS	\$24,711.85

CityFront Terrace HOA
Balance Sheet
7/31/2024

<u>RESERVES Total</u>	<u>\$14,532,958.49</u>
<u>Retained Earnings</u>	\$1,316,771.82
<u>Net Income</u>	\$179,578.02
<i>Liabilities & Equity Total</i>	\$16,101,477.54

30-Year Summary
Reserve Funding

Year	% Increase	Projected Income	Beginning Balance	3.50% Interest	Annual Fund Bal	Projected Expenses	Ending Balance	Ideal Balance	Percent Funding	Unit Mo Contribution
2025	4.00%	631,723	15,245,347	533,587	15,778,934	2,312,015	13,466,919	13,460,374	100%	164.51
2026	4.00%	656,992	14,123,911	494,337	14,618,248	1,104,457	13,513,791	12,597,086	107%	171.09
2027	4.00%	683,272	14,197,063	496,897	14,693,960	573,503	14,120,457	13,211,284	107%	177.94
2028	4.00%	710,602	14,831,060	519,087	15,350,147	448,526	14,901,620	14,310,912	104%	185.05
2029	4.00%	739,027	15,640,647	547,423	16,188,069	591,498	15,596,571	15,608,566	100%	192.45
2030	5.00%	775,978	16,372,549	573,039	16,945,589	3,973,850	12,971,738	16,814,308	77%	202.08
2031	5.00%	814,777	13,786,515	482,528	14,269,043	603,374	13,665,669	14,603,974	94%	212.18
2032	8.00%	879,959	14,545,628	509,097	15,054,725	2,687,625	12,367,100	15,755,740	78%	229.16
2033	8.00%	950,356	13,317,456	466,111	13,783,567	1,002,793	12,780,774	14,651,267	87%	247.49
2034	10.00%	1,045,391	13,826,165	483,916	14,310,081	4,084,094	10,225,987	15,526,630	66%	272.24
2035	10.00%	1,149,930	11,375,917	398,157	11,774,074	2,937,932	8,836,142	13,305,315	66%	299.46
2036	10.00%	1,264,923	10,101,065	353,537	10,454,603	975,031	9,479,572	12,220,248	78%	329.41
2037	10.00%	1,391,416	10,870,987	380,485	11,251,472	869,650	10,381,822	13,180,501	79%	362.35
2038	10.00%	1,530,557	11,912,379	416,933	12,329,313	676,835	11,652,477	14,329,415	81%	398.58
2039	10.00%	1,683,613	13,336,090	466,763	13,802,853	714,941	13,087,913	15,839,862	83%	438.44
2040	10.00%	1,851,974	14,939,887	522,896	15,462,783	779,910	14,682,874	17,266,738	85%	482.28
2041	10.00%	2,037,172	16,720,045	585,202	17,305,247	6,444,138	10,861,109	18,657,542	58%	530.51
2042	8.00%	2,200,145	13,061,254	457,144	13,518,398	2,612,895	10,905,503	14,169,470	77%	572.95
2043	3.00%	2,266,150	13,171,653	461,008	13,632,661	1,558,295	12,074,366	13,402,520	90%	590.14
2044	2.00%	2,311,473	14,385,839	503,504	14,889,343	726,349	14,162,995	14,052,134	101%	601.95
2045	2.00%	2,357,702	16,520,697	578,224	17,098,921	510,449	16,588,472	15,646,386	106%	613.98
2046	2.00%	2,404,856	18,993,328	664,766	19,658,095	1,676,938	17,981,157	17,593,177	102%	626.26
2047	2.00%	2,452,953	20,434,110	715,194	21,149,304	803,951	20,345,353	18,365,660	111%	638.79
2048	2.00%	2,502,013	22,847,366	799,658	23,647,023	1,046,057	22,600,966	20,084,659	113%	651.57
2049	2.00%	2,552,053	25,153,019	880,356	26,033,375	907,306	25,126,069	21,626,357	116%	664.60
2050	2.00%	2,603,094	27,729,163	970,521	28,699,683	1,721,436	26,978,247	23,399,730	115%	677.89
2051	2.00%	2,655,156	29,633,403	1,037,169	30,670,572	1,000,344	29,670,228	24,365,749	122%	691.45
2052	2.00%	2,708,259	32,378,487	1,133,247	33,511,734	3,785,057	29,726,677	25,940,412	115%	705.28
2053	2.00%	2,762,424	32,489,101	1,137,119	33,626,220	1,842,925	31,783,294	24,750,130	128%	719.38
2054	2.00%	2,817,672	34,600,967	1,211,034	35,812,001	6,104,139	29,707,862	25,800,003	115%	733.77
2056	2.00%	2,874,026	32,581,887	1,140,366	33,722,254	3,492,996	30,229,258	22,612,195	134%	748.44

CityFront Terrace HOA 2025 Component List

Approved: October 29, 2024



		Estimated		Full	2025		2025
		Useful	Remaining	Replacement	Annual	Accumulated	Anticipated
		Life	Life	Cost	Funding	Funding	Expense
Fitness Room Equipment							
1	Precor Treadmill with TV Screen (3)	7	0	42,967	6,138	42,967	42,967
2	Arc or Precor Elliptical with TV Screen (3)	7	0	31,015	4,431	31,015	31,015
3	Adaptive Trainer with TV Screen	7	0	7,792	1,113	7,792	7,792
4	Recumbent Bike (2)	7	1	11,886	1,698	10,188	
5	Upright Bike	7	6	7,717	1,102	1,102	
6	Wireless Receiver	6	0	2,650	442	2,650	2,650
7	Annual Contingency	1	0	2,250	2,250	2,250	2,250
8	Cybex Line Lat Pulldown	15	2	3,376	225	2,926	
9	Cybex Arm Extension	15	2	4,227	282	3,663	
10	Cybex Leg Press	15	2	5,178	345	4,487	
11	Cybex Abdominal	15	2	3,214	214	2,785	
12	Cybex Rear Delt/Pec Fly	15	2	3,947	263	3,420	
13	Cybex Multi Press	15	2	4,689	313	4,064	
14	Cybex Bicep/Tricep	15	2	4,073	272	3,530	
15	Cybex Leg Extension	15	2	4,073	272	3,530	
16	Cybex FTS Glide Functional Strength (2)	15	2	9,125	608	7,908	
17	Cybex Adj Bench	15	2	1,753	117	1,519	
18	Cybex Smith Machine	15	2	4,318	288	3,742	
19	UMAX Dumbbells	15	2	982	65	851	
20	Cybex Dip Chin	15	2	5,285	352	4,580	
21	Cybex Dumbbell 10	15	2	1,802	120	1,561	
22	Cybex Seated Leg Curl	15	2	3,587	239	3,109	
23	Concept 2 Indoor Rowing	7	1	1,193	170	1,023	
24	Cybex 45 Degree Back Extension	15	2	1,307	87	1,133	
25	Cybex Abduction/Adduction	15	4	4,928	329	3,614	
26	Cybex Leg Raise Chair	15	2	1,089	73	944	
27	Neoprene Dumbbells w/rack	15	2	741	49	642	
				175,163	21,857	156,997	86,674
				1.6229%			

		Estimated Useful Life	Estimated Remaining Life	Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
Appliances							
28	Citrus Room Kitchen	20	6	14,189	709	9,932	
29	Outdoor BBQ (1)	12	1	11,250	937	10,312	
30	Outdoor BBQ (1)	8	1	11,444	1,431	10,014	
31	TV's in Fitness Room (4 Flat Panels)	10	9	4,261	426	426	
32	Water Filtration Systems (4)	7	2	12,977	1,854	9,269	
33	Washer & Dryer	5	1	7,995	1,599	6,396	
				62,116	6,956	46,350	-
					0.5165%		
Equipment Office							
34	Cloud Update	5	4	2,703	541	541	
35	Computer with Software (Resident)	7	5	6,361	909	1,817	
36	Computer with Software (CM)	5	2	1,297	259	778	
37	Computer with Software (FM)	5	1	1,297	259	1,038	
38	Computer with Software (AA)	5	0	1,297	259	1,297	1,297
39	Computer with Software (Maint.)	6	1	1,297	216	1,081	
40	Computer with Software (Front Desk)	3	1	2,703	901	1,802	
41	Printer (AA)	5	0	656	131	656	656
42	Telephone System	15	4	17,909	1,194	13,133	
43	Monitors for Mailroom	9	8	1,081	120	120	
				36,602	4,790	22,264	1,953
					0.3557%		

	Estimated		Estimated	Full		Annual	2025	2025
	Useful	Remaining	Life	Replacement	Cost	Funding	Accumulated	Anticipated
Exterior	Life	Life				Required	Funding	Expense
44 Planter Box Urban and Soap	25	10		926,353		37,054	555,812	
45 Planter Box Lap Pool	25	10		34,879		1,395	20,928	
46 Planter Box West Side	25	10		623,203		24,928	373,922	
47 Planter Box Market	25	10		281,705		11,268	169,023	
48 Sidewalk Project	25	21		220,515		8,821	35,282	
49 Planter Box Big Tree	20	5		346,847		17,342	260,135	
50 Driveway Paving System	35	5		53,514		1,529	45,869	
51 Cleaning Exterior Levels 1 and 2	10	9		27,450		2,745	2,745	
52 Soap Factory Tuck Pointing (South/West)	60	45		649,337		10,822	162,334	
53 Soap Factory Tuck Pointing (North/East)	60	52		662,332		11,039	88,311	
54 Soap Factory Wet Seal (South/West)	20	5		99,349		4,967	74,512	
55 Soap Factory Wet Seal (North/East)	20	12		99,349		4,967	39,740	
56 Soap Factory I-Beam Painting	20	12		6,555		328	2,622	
57 Soap Factory Projected Window Caulking	20	12		56,652		2,833	22,661	
58 Soap Factory Metal Roof Caps	25	17		23,877		955	7,641	
59 Tower Window Wet Seal/Caulk N	30	0		1,295,450		43,182	1,295,450	1,295,450
60 Tower Window Wet Seal/Caulk S-W-E	30	5		2,547,500		84,917	2,122,917	
61 Tower Roofline Caulking on Prj Windows	20	12		12,971		649	5,188	
62 Above Roof Caulking	20	12		100,195		5,010	40,078	
63 Decking (approx 200,000 feet)	30	16		3,103,022		103,434	1,448,077	
64 6th Floor Awning	10	7		17,219		1,722	5,166	
65 Garage Cleaner	8	3		7,418		927	4,636	
66 Deck Joints Replaced Urban Canyon	6	1		14,048		2,341	11,707	
67 Deck Expansion Joints	6	1		15,896		2,649	13,247	
				11,225,638		385,825	6,808,002	1,295,450
						28.6474%		
68 On-going Construction	1	0		54,068	\$	54,068	54,068	53,060
						4.0146%		
69 Taxes/Contingency	1	0		31,181	\$	31,181	31,181	30,600
						2.3152%		

		Estimated		Full	Annual	2025	2025
		Useful	Remaining	Replacement	Funding	Accumulated	Anticipated
		Life	Life	Cost	Required	Funding	Expense
Fencing and Gates							
70	Entry Gates at Lifts	16	1	20,649	1,291	19,358	
71	Garage Gates & Motors	5	2	11,590	2,318	6,954	
72	Garage Roll-up Doors Replaced	25	15	31,391	1,256	12,557	
73	Loading Dock Door Operators	10	6	11,165	1,117	4,466	
74	Loading Dock Bay Doors Replaced	35	2	65,149	1,861	61,426	
				139,944	7,842	104,761	
					0.5823%		
Flooring/Carpet							
75	Citrus Room Carpeting (250 YDS)	10	7	22,529	2,253	6,759	
76	Tower and Soap Factory (6296 SQ)	10	7	567,359	56,736	170,208	
77	Fitness Room (1584 SQ)	10	7	14,843	1,484	4,453	
78	Interior Decorator	10	7	116,310	11,631	34,893	
79	Carpet Contingency	1	0	11,475	11,475	11,475	11,475
80	Carpet Extractor	5	4	7,276	1,455	1,455	
				739,791	85,034	229,242	11,475
					6.3138%		

	Estimated		Full	Annual	2025	2025
	Useful	Remaining	Replacement	Funding	Accumulated	Anticipated
	Life	Life	Cost	Required	Funding	Expense
Flooring/Hard Surfaces						
81 Aerobic Room	6	2	4,781	797	3,187	
82 Employee Lounge	10	1	2,598	260	2,339	
83 Entertainment Room Kitchen	20	3	3,243	162	2,757	
84 Splash Pool Floor & Walls	20	6	27,139	1,357	18,997	
85 Lap Pool Floors & Walls	20	6	41,954	2,098	29,368	
86 Sauna	25	23	10,283	411	823	
87 Gym Bathroom Tiling	25	11	109,532	4,381	61,338	-
88 Laundry Room Second Floor	25	12	4,781	191	2,486	
89 Soap Factory VCT	30	1	6,192	206	5,986	
90 Service Building Office/Loading Dock	6	4	5,605	934	1,868	
91 Soap Factory Elevator	20	10	2,421	121	1,211	
92 Soap Lobby	30	16	40,528	1,351	18,913	
93 Soap Factory Foyer	30	16	11,559	385	5,394	
94 Tower Foyers and Extensions	30	16	102,964	3,432	48,050	
95 Corridor Granite	30	16	126,698	4,223	59,126	
96 Tower Elevators (6)	20	9	9,677	484	5,323	
97 Garage Elevator Foyers (2)	30	16	12,401	413	5,787	
98 Tower Lobby	30	16	76,561	2,552	35,728	
99 Handicap Ramp	30	16	10,389	346	4,848	
100 Granite Repair Contingency	1	0	5,625	5,625	5,625	5,625
101 Link Floor Refurbish	20	15	65,077	3,254	16,269	
102 Gym Hallway Tile	30	15	4,970	166	2,485	
103 Recycling Rooms and Trash Room	30	27	41,263	1,375	4,126	
104 Freight Elevator Flooring	5	2	4,158	832	2,495	
			730,400	35,357	344,529	5,625
				2.6253%		

		Estimated		Estimated		Full		Annual		2025		2025	
Furnishings		Useful	Remaining	Life	Replacement	Cost	Funding	Required	Accumulated	Funding	Anticipated		
		Life	Life								Expense		
105	Conference Room Table and Bench	15	4		7,683		512		5,634				
106	Conference Room Chairs	15	4		4,239		283		3,109				
107	Business Center Built-in	30	3		3,326		111		2,993				
108	Bus Center Chairs	10	0										
109	Management Office Built-Ins	20	6		57,180		2,859		40,026				
110	Management Office Furnishings	10	7		5,625		562		1,687				
111	Employee Lounge	15	2		46,365		3,091		40,183				
112	Lobby Desk	20	7		76,818		3,841		49,932				
113	Lobby Art	10	7		20,788		2,079		6,236				
114	Lobby Furnishings	10	7		24,019		2,402		7,206				
115	Mailroom Built-ins	20	8		8,380		419		5,028				
116	Mailroom	26	24		63,857		2,456		4,912				
117	First Floor- Soap Factory - CR Art	10	7		41,575		4,158		12,473				
118	Library Furnishings	10	7		84,764		8,476		25,429				
119	Residential Corridor Art (44)	10	7		51,969		5,197		15,591				
120	Soap Factory Furnishings	10	7		137,916		13,792		41,375				
121	Citrus Room Furnishings	10	7		87,852		8,785		26,356				
122	Citrus Room Lighting	20	7		4,158		208		2,702				
123	Citrus Room TV	11	0		11,538		1,049		11,538			11,538	
124	Citrus Room Bar Counter Top and Cabinet	25	7		32,850		1,314		23,652				
125	Citrus Room Kitchen Counter & Cabinets	25	7		21,384		855		15,396				
126	Gazebo Furnishing Teak	25	7		25,717		1,029		18,516				
127	Urban Canyon Teak	25	7		27,024		1,081		19,457				
128	Jacuzzi Cabinet & Countertop	15	1		12,172		811		11,360				
129	Lap Pool Furnishings	9	5		20,697		2,300		9,199				
130	Splash Pool Furnishings	9	5		6,888		765		3,062				
131	Jacuzzi Benches	5	1		2,206		441		1,765				
132	Pool Umbrellas (14)	2	1		5,600		2,800		2,800				
133	Valet Podium	10	9		3,547		355		355				
134	Valet Carts (6+1)	7	0		16,201		2,314		16,201			16,201	
135	Holiday	2	1		4,501		2,250		2,250				
136	Office Kitchen	15	0		15,000		1,000		15,000			15,000	
					931,838		77,595		441,423			42,739	
							5.7615%						

	Estimated		Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
	Useful Life	Remaining Life				
HVAC						
137 Boilers Condenser Water B1-2	18	5	59,623	3,312	43,061	
138 Contingency	1	0	5,625	5,625	5,625	5,625
139 Cooling Tower Fan	10	5	11,895	1,189	5,947	
140 Cooling Tower CT-1	30	16	548,428	18,281	255,933	
141 Cooling Tower Controller CTC1-2	5	3	9,551	1,910	3,820	
142 Dryer Duct Cleaning	3	1	12,998	4,333	8,666	
143 Fans Exhaust EF 1-21	12	5	18,330	1,527	10,692	
144 Heat Exchanger HE 1	20	8	102,179	5,109	61,308	
145 Heat Pump #1 West Even Corridors(Roof)	12	11	35,714	2,976	2,976	
146 Heat Pump #2 West Side Odd Corridor (Roof)	12	11	35,714	2,976	2,976	
147 Heat Pump #3 Elevator 5, 6, 7 (Horz)	10	7	13,374	1,337	4,012	
148 Heat Pump #4 East Corridor Odd (Horz)	10	7	23,162	2,316	6,949	
149 Heat Pump #5 East Halls-Even Flo (Roof)	12	11	35,715	2,976	2,976	
150 Heat Pump #6 Soap Factory Comm (Roof)	15	8	35,715	2,381	16,667	
151 Heat Pump #07 Entertainment Room (Horz)	15	9	35,715	2,381	14,286	
152 Heat Pump #08 Tower Lobby (Horz)	10	6	36,754	3,675	14,702	
153 Heat Pump #09 SF Lobby /Business (Horz)	10	5	11,030	1,103	5,515	
154 Heat Pump #10 SF Elevator Machine (Horz)	10	5	11,030	1,103	5,515	
155 Heat Pump #11 Management Office (Horz)	10	3	11,030	1,103	7,721	
156 Heat Pump #12 Aerobics Room (Horz)	10	3	11,030	1,103	7,721	
157 Heat Pump #13 Fitness Room (Horz)	10	6	35,715	3,571	14,286	
158 Heat Pump #14 Bard Elevator Machine Roo	10	0	7,792	779	7,792	7,792
159 Heat Pump #15 Bard Staff Lounge	12	2	7,792	649	6,494	
160 Heat Pump #16 Bard Dock Elevator Machin	12	2	7,792	649	6,494	
161 Heat Pump #17 Bard Elevator Machine	12	1	7,792	649	7,143	
162 VFD Contingency	1	0	11,250	11,250	11,250	11,250
			1,142,744	84,267	540,525	24,667
			6.2568%			

	Estimated		Estimated		Full		Annual		2025		2025	
	Useful	Remaining	Life	Life	Replacement	Cost	Funding	Required	Accumulated	Funding	Anticipated	Expense
	Life	Life										
Interior Finishes												
163 Ceiling Tiles	7	4			5,197		742		2,227			
164 Freight Elevator	20	10			13,779		689		6,889			
165 Loading Dock Elevator	20	10			8,111		406		4,056			
166 Lobby Car Renovation Lobby to Garage 2 C	20	10			35,771		1,789		17,885			
167 Soap Factory Car Renovation 1 Car	20	10			17,911		896		8,955			
168 Tower Car Renovation 4 Cars	20	10			71,646		3,582		35,823			
169 Front Entry Doors	33	1			28,381		860		27,521			
170 Golden Pedestrian Gate	33	1			28,381		860		27,521			
					209,177		9,823		130,878			0
							0.7294%					
Landscaping												
171 Irrigation Controllers	11	0			26,228		2,384		26,228			26,228
172 Landscape Cart	17	2			15,795		929		13,936			
173 Lawnmower	15	13			19,185		1,279		2,558			
174 Edger	7	0			2,038		291		2,038			2,038
175 Landscape Contingency	1	0			16,544		16,544		16,544			16,544
176 Blower	7	0			1,529		218		1,529			1,529
					81,318		21,646		62,833			46,339
							1.6072%					

		Estimated		Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
		Useful Life	Remaining Life				
Life Safety/Security							
177	Access Card with Controllers	10	5	63,610	6,361	31,805	
178	Emergency Generator Rebuild	28	0	60,888	2,175	60,888	60,888
179	Generator Transfer Switch (4)	3	0	13,247	4,416	13,247	13,247
180	Illumination Strips in Hallways	30	16	97,324	3,244	45,418	
181	Exit Signs Battery Back Up	15	4	51,947	3,463	38,094	
182	Fire Door & Hardware	1	0	22,059	22,059	22,059	22,059
183	Fire Panel Replacement	25	18	590,656	23,626	165,384	
184	Fire Reservoir Fill Valves	5	0	5,512	1,102	5,512	5,512
185	Five Year Cert (2029)	5	3	21,596	4,319	8,638	
186	Security System	10	6	154,095	15,410	61,638	
187	Jockey Fire Pump Rebuild	27	0	51,755	1,917	51,755	51,755
188	Pumps Fire Jockey JP 1	15	7	6,888	459	3,674	
189	Stairwell Pressurization Fan Filters	10	5	3,243	324	1,622	
190	10-year Load Test on Window Washing	10	3	16,655	1,665	11,658	
191	Re-lining of the Storage Tank	20	15	54,068	2,703	13,517	
192	Fire Alarm System Contingency	1	0	5,407	5,407	5,407	5,407
193	Radio Replacement	8	1	8,000	1,000	7,000	
194	AED's (Lobby and Gym)	10	0	4,000	400	4,000	4,000
				1,230,950	100,051	551,316	162,868
						7.4288%	

		Estimated Useful Life		Estimated Remaining Life	Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
Light Fixtures								
195	Building Exterior Lighting	10	0		24,799	2,480	24,799	24,799
196	Entertainment Room & Kitchen	15	0		34,719	2,315	34,719	34,719
197	Garage Lighting	13	0		16,586	1,276	16,586	16,586
198	Fitness Room	10	2		20,665	2,067	16,532	
199	Landscaping Lighting	25	11		78,699	3,148	44,072	
200	Door Sconces	20	8		179,642	8,982	107,785	
201	Sconce Hallway Lighting	20	8		141,264	7,063	84,758	
202	Led Tape Light for Tower First Floor	5	2		12,167	2,433	7,300	
203	Light Fixtures Tower Lobby (4 lamps and 4 sconces)	15	2		6,908	461	5,987	
204	Lights Management Office & Conference Room	10	2		6,246	625	4,997	
205	Soap Factory Lobby LED Strips	5	2		46,780	9,356	28,068	
206	Citrus Room Lighting	20	1		46,772	2,339	44,433	
207	Freight Elevator Foyer Lighting	30	18		21,953	732	8,781	
208	Corridor LED Program	5	2		12,473	2,495	7,484	
209	Balcony Lighting	20	9		54,038	2,702	29,721	
					703,712	48,472	466,024	76,104
					3.5990%			
Mechanical								
210	C/O Sensors (14)	4	2		14,266	3,567	7,133	
211	Exhaust Soap Factory (EFS 1-6)	20	11		29,793	1,490	13,407	
212	Garage Fan Motors	21	0		10,805	515	10,805	10,805
213	Lift 1 & 2	20	7		77,920	3,896	50,648	
214	OSA Soap Factory	35	0		6,753	193	6,753	6,753
215	Sauna Heating Units (2)	5	3		3,075	615	1,230	
216	Stairwell Pressurization Tower SF 1-8	25	3		44,777	1,791	39,404	
217	Elevators-Modernize (Freight)	20	9		-	-	-	
218	Elevators-Modernize (Loading Dock)	20	9		-	-	-	
219	Elevators-Modernize (Soap Factory)	20	9		101,900	5,095	56,045	
220	Elevators-Modernize (Tower Package)	20	9		407,600	20,380	224,180	
221	Elevators-Modernize (Tower)	20	9		1,528,500	76,425	840,675	
					2,225,389	113,966	1,250,280	17,558
					8.4619%			

	Estimated		Estimated		Full		Annual		2025		2025	
	Useful	Remaining	Life	Life	Replacement	Cost	Funding	Required	Accumulated	Funding	Anticipated	Expense
Mechanical Plumbing												
222 Automated Plumbing Fixtures	8	0			7,096		887		7,096		7,096	
223 Hot & Cold Water Domestic Valve Replacen	20	1			411,054		20,553		390,502			
224 Hot Water Tanks (2) Replace	20	14			103,481		5,174		31,044			
225 Pressure Reducing Valves	12	1			4,383		365		4,017			
226 Water Heaters (WH 1-4)	20	4			140,530		7,027		112,424			
					666,545		34,006		545,084		7,096	
							2.5249%					
Martin Luther King Promenade												
227 MLK Contingency (Incl Dog Patch)	6	5			6,187		1,031		1,031			
228 Trees (spraying or replacement)	5	4			19,574		3,915		3,915			
					25,761		4,946		4,946			
							0.3672%					
Paint												
229 Tower Stairwells	20	7			52,643		2,632		34,218			
230 Soap Factory Stairwells	20	7			18,341		917		11,922			
231 Garage Walls	20	7			55,176		2,759		35,864			
232 Garage Painting Lines, Doors and Trim	20	7			8,107		405		5,270			
233 Soap Factory	10	7			49,890		4,989		14,967			
234 Tower	10	7			230,742		23,074		69,223			
235 Gym & Fitness Room	10	7			8,295		829		2,488			
236 Tower Lobby	10	7			4,029		403		1,209			
237 First Floor Metal Gates and Railings	11	0			38,961		3,542		38,961		38,961	
238 Roof Railing and Gates	11	0			38,961		3,542		38,961		38,961	
239 Metal Feature at Entrance	6	0			5,815		969		5,815		5,815	
240 Epoxy Paint on Upper Mezzanine	12	2			7,306		609		6,089			
241 Epoxy Paint Loading Dock	10	7			11,433		1,143		3,430			
242 Mullions/Patios Polished	5	1			53,246		10,649		42,597			
243 Door Casings (Wood)	30	18			83,115		2,770		33,246			
					666,061		59,234		344,260		83,737	
							4.3981%					

	Estimated		Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
	Useful Life	Remaining Life				
Pools, Spa & Fountain						
244 Wood Trellis (Jac Deck)	25	10	26,337	1,053	15,802	
245 Wood Trellis (Splash Pool)	25	15	10,941	438	4,376	
246 Deck Expansion Joints (Jac)	4	3	3,783	946	946	
247 Deck Expansion Joints (Lap)	4	3	5,530	1,383	1,383	
248 Deck Expansion (Splash)	4	3	2,978	744	744	
249 Lap Pool- Resurfaced	8	1	27,936	3,492	24,444	
250 Lap Coping	14	4	11,253	804	8,038	
251 Splash Re-Surface	8	1	12,186	1,523	10,663	
252 Splash Pool Coping	14	4	5,166	369	3,690	
253 Jacuzzi -Resurface	8	1	8,606	1,076	7,531	
254 Jacuzzi - Coping	14	4	2,182	156	1,558	
255 Jacuzzi Filter Replace	7	6	4,052	579	579	
256 Lap Pool- Filter Replace	5	1	4,052	810	3,241	
257 Splash Pool Filter Replace	10	8	4,052	405	810	
258 Jacuzzi Heater	5	3	4,965	993	1,986	
259 Lap Pool Heater - Replace	5	2	5,515	1,103	3,309	
260 Splash Pool Heater - Replace	5	3	4,965	993	1,986	
261 Pool/Jac Chlorinators	7	0	2,149	307	2,149	2,149
262 Jacuzzi Pump	5	0	3,668	734	3,668	3,668
263 Lap Pool Pump	5	0	1,936	387	1,936	1,936
264 Splash Pool Pump	5	0	1,732	346	1,732	1,732
265 Fountain Filter	6	0	4,052	675	4,052	4,052
266 Fountain Pump and Motor	5	2	3,970	794	2,382	
267 Fountain Resurface	15	13	20,786	1,386	2,771	
			182,790	21,496	109,777	13,537
						1.5961%

		Estimated Useful Life	Estimated Remaining Life	Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
Pumps & Motors							
268	10" Check Valves (4)	11	0	8,513	774	8,513	8,513
269	6" Check Valve (2007) (2)	11	0	2,753	250	2,753	2,753
270	6' Check Valve (2009) (2)	9	7	9,725	1,081	2,161	
271	Cooling Tower Pumps	30	0	60,626	2,021	60,626	60,626
272	Dom Hot H2O Recirc Pumps Replaced	8	0	9,933	1,242	9,933	9,933
273	DOM H2O Boosters - Replc BCP1-3	16	0	70,266	4,392	70,266	70,266
274	Elevator Sump Pump	15	1	3,547	236	3,311	
275	House Loop Pumps	30	1	71,646	2,388	69,258	
276	Sewage and Storm Sump Pumps (1-2)	5	2	16,876	3,375	10,125	
277	Sewage and Storm Sump Pumps (3-4)	5	4	17,518	3,504	3,504	
278	Sewage and Storm Sump Pumps (5-6)	5	0	13,758	2,752	13,758	13,758
279	Sewage and Storm Sump Pumps (7-8)	5	0	16,876	3,375	16,876	16,876
280	Pump Contingency	1	0	12,473	12,473	12,473	12,476
281	Back Flow Prevention Contingency	1	0	5,145	5,145	5,145	5,145
				319,654	43,006	288,701	200,346
					3.1932%		
Roofing							
282	Link Roofing Flat	20	9	16,742	837	9,208	
283	Repair Roofing Contingency	5	0	5,625	1,125	5,625	5,625
284	Roofing -Skylights	12	0	33,067	2,756	33,067	33,067
285	Soap Factory Roofing Flat	20	9	151,933	7,597	83,563	
286	Tower Roofing East Flat	20	9	148,797	7,440	81,839	
287	Tower Roofing West Flat	20	9	568,812	28,441	312,847	
288	Link/Soap Factory Tile	40	8	9,480	237	7,584	
289	Service Gazebo Tile	40	8	6,191	155	4,953	
290	Projected Roofs on Soap Factory	20	5	47,108	2,355	35,331	
291	Tower Tile	40	8	17,774	444	14,220	
292	Soap Factory Roofing Cap	20	11	17,557	878	7,901	
				1,023,087	52,264	596,136	38,692
					3.8806%		

	Estimated		Estimated		Full		Annual		2025		2025	
	Useful	Remaining	Life	Life	Replacement	Cost	Funding	Required	Accumulated	Funding	Anticipated	Expense
Signs												
293 Business Office Canopy	7	5			11,673		1,668		3,335			
294 Corridor Signage	20	7			64,852		3,243		42,154			
295 Replacement	1	0			2,812		2,812		2,812			2,812
296 Monument Sign	25	4			25,000		1,000		21,000			
297 Unit Address Signs	20	7			50,648		2,532		32,921			
					154,986		11,255		102,223			2,812
							0.8357%					
Trash												
298 Soap Factory Hose Replacement	10	8			4,013		401		803			
299 Soap Factory Chute Repairs	10	0			17,030		1,703		17,030			17,030
300 Soap Factory Trash Compactor	32	0			48,220		1,507		48,220			48,220
301 Soap Factory Chute Doors Replaced	25	23			6,337		253		507			
302 Tower Hose Replacement	10	8			8,265		827		1,653			
303 Tower Trash Chute Repairs	10	0			34,059		3,406		34,059			34,059
304 Tower Trash Compactors (2)	32	0			96,444		3,014		96,444			96,444
305 Tower Chute Doors Replace	25	23			29,812		1,192		2,385			
306 Dumpster Replacement (6)	10	5			15,172		1,517		7,586			
					259,352		13,821		208,686			195,753
							1.0262%					
Wallpaper												
307 Conference Room	10	2			3,118		312		2,495			
308 Soap Factory	10	8			15,591		1,559		3,118			
309 Tower (First Floor)	10	8			64,442		6,444		12,888			
310 Tower Wallpaper at Elevator & Mailrooms	10	3			46,772		4,677		32,740			
					129,923		12,992		51,241			-
							0.9647%					

	Estimated Useful Life	Estimated Remaining Life	Full Replacement Cost	Annual Funding Required	2025 Accumulated Funding	2025 Anticipated Expense
Window Treatments						
311	13	1	23,901	1,839	22,062	
312	12	2	11,022	918	9,185	
313	21	1	2,308	110	2,198	
			34,922	2,757	31,247	
				0.2047%		
Other						
314	3	1	3,638	1,213	2,425	
315	5	2	5,405	1,081	3,243	
			9,043	2,294	5,668	
				0.1703%		
						0
TOTALS						
			23,192,156	1,346,803	13,528,643	2,397,085
				100.0000%		

Exhibit E

Article 9 ARCHITECTURAL COMMITTEE

9.1 Architectural Committee Approval. Each Owner shall obtain the approval of the Architectural Committee for any Improvements in accordance with the provisions set forth below.

9.2 Organization. There shall be an Architectural Committee consisting of at least three (3) persons. There shall also be one (1) alternate member who may be designated by the Architectural Committee to act as a substitute on the Architectural Committee in the event of absence or disability of any member.

9.3 Designation of Members And Terms of Office

9.3.1 Appointment and Removal. The right to appoint and remove the members of the Architectural Committee shall be vested solely in the Board. Members of the Architectural Committee appointed by the Board shall be Members of the Association. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the specification in the minutes of the Association of each new Architectural Committee member or alternate member appointed and each member or alternate replaced or removed from the Architectural Committee. In the event that no members of the Architectural Committee have been appointed by the Board, the Secretary of the Association shall serve as chairperson of the Architectural Committee and shall have the power to appoint the other members.

9.3.2 Resignations. Any member or alternate member of the Architectural Committee may at any time resign from the Architectural Committee upon written notice delivered to the Board, which then has the right to appoint a replacement Architectural Committee member.

9.3.3 Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the Board.

9.4 Duties. The Architectural Committee shall consider and act upon such proposals or plans submitted to it pursuant to the terms of this Article 9. In making its decisions hereunder, the Architectural Committee shall, among other matters, consider the following: (a) whether the proposed Improvements will impair the structural integrity of the Project, or (b) whether the proposed Improvements will adversely impact or increase the costs of operating the heating, ventilating and air conditioning system or the plumbing, electrical or mechanical systems, or (c) whether the proposed Improvements will adversely impact the sound insulation or sound transmissions within the Project.

9.5 Meetings. The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. The act or consent of any two (2) members of the Architectural Committee shall constitute an act by the Architectural Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Association shall keep and maintain a record of all actions taken by it at such meeting or otherwise.

9.6 Scope of Architectural Review.

9.6.1 To the extent that an Owner is entitled under this Declaration to modify his or her Unit in any manner following review and approval by the Architectural Committee, no Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Unit or any Exclusive Use Common Area until the location and the complete plans and specification showing the nature, kind, shape, height and materials, including the color ("Plans and Specifications"), have been submitted to and approved in writing by the Architectural Committee and the Board.

9.6.2 So long as the removal of a demising wall or floor between two (2) adjoining Units which are owned by one (1) Owner does not adversely impact the structural integrity or utility of the Project, and the plans and specifications are otherwise in conformance with the requirements of this Declaration and the Architectural Guidelines, approval may be granted by the Architectural Committee.

9.7 Architectural Guidelines. The Board may, from time to time and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations to be known as "Architectural Guidelines." The Architectural Guidelines shall interpret and implement the provisions hereof by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design of Improvements, placement of Improvements, color schemes, finishes and materials and similar features which are recommended for use in the Project, provided however, that said rules shall not be in derogation of the standards required by this Declaration

9.8 Approval of Plans and Specifications by Architectural Committee.

9.8.1 Preliminary Approval. Any Owner proposing to construct Improvements or taking other actions requiring the prior approval of the Architectural Committee pursuant to this Declaration shall first apply to the Architectural Committee for preliminary approval by submission of preliminary drawings of the proposed Improvements in accordance with the Architectural Guidelines, if any. The purpose of the preliminary approval procedure is to allow an Owner proposing to construct Improvements an opportunity to obtain guidance concerning design

considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as set forth below

(a) Time Periods for Review. Within thirty (30) days after proper application for preliminary approval, the Architectural Committee shall consider and act upon such request. The Architectural Committee shall grant such preliminary approval only if the proposed Improvements, to the extent its nature and characteristics are shown by the application, would be entitled to a final approval on the basis of a full and complete application and so long as such preliminary approval has been ratified by the Board. In the event the Architectural Committee fails to approve or disapprove any such preliminary plans within thirty (30) days after all documents and information requested by the Architectural Committee have been received by it, the Owner requesting said approval may submit a written notice to the Architectural Committee and the Board advising the same of its failure to act. If the Architectural Committee and the Board fail to approve or disapprove any such preliminary plans within fifteen (15) days after the receipt of said notice from such Owner, said preliminary plans shall be deemed approved, provided that any Improvements conform to all conditions and restrictions contained in this Article and are in harmony with similar structures erected within the Project in granting or denying approval, the Architectural Committee, acting on behalf of the Board, may give the applicant such directions concerning the form and substance of the final application for approval as it may deem proper or desirable for the guidance of the applicant. The giving of any preliminary approval shall not affect the right of the Architectural Committee or the Board to deny approval of any final Plans and Specifications even if they are in substantial conformance with the approved preliminary Plans and Specifications.

(b) Effectiveness of Approval. Any preliminary approval granted by the Architectural Committee as provided above shall be effective for a period of ninety (90) days from the date of the issuance thereof. In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject Improvements.

9.8.2 Final Approval. Any application for final approval which consists of proposed Improvements in accordance with the provisions of the preliminary approval, and is otherwise acceptable under the terms of this Declaration and the Architectural Guidelines, shall be approved by the Architectural Committee as set forth below

(a) Time Periods for Review. Within thirty (30) days after submission of a complete application for final approval, the Architectural Committee shall consider and act upon such application. Any

actions to be taken by the Architectural Committee shall be approved by the Board. In the event the Architectural Committee fails to approve or disapprove any such final plans within thirty (30) days after all documents and information requested by the Architectural Committee have been received by it, the Owner requesting said approval may submit a written notice to the Architectural Committee and the Board advising the same of its failure to act. If the Architectural Committee and the Board fails to approve or disapprove any such final plans within thirty (30) days after the receipt of said notice from such Owner, said final plans shall be deemed approved, provided that the proposed Improvements conform to all conditions and restrictions contained in this Article and are in harmony with similar structures erected within the Project

9.9 Appeal. In the event that the Architectural Committee disapproves any Plans and Specifications submitted by an Owner pursuant to this Article, the party or parties making such submission may appeal in writing to the Board. The Board must receive the written request not more than thirty (30) days following the final decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant

9.10 Inspection and Correction of Work. Inspection of work and correction of defects therein shall proceed as follows:

9.10.2 **Right of Inspection During** Course of Construction. The Association and its duly authorized representative may enter into any Unit, from time to time, as provided below during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of the subject Unit of such noncompliance. The Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

9.10.3 **Notice of Completion.** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required under this Article, the Owner shall give written notice of completion thereof to the Architectural Committee.

9.10.4 Inspection. Within ninety (90) days after delivery of a notice of completion pursuant to Section 9.10, the Architectural Committee, or its duly authorized representative, shall have the right to enter into a Unit, as provided in Subsection 9.10.2 above, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Association finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such noncompliance within such ninety (90) day period, specifying particulars of noncompliance and shall require the Owner to remedy such noncompliance.

9.10.5 Noncompliance. If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. After affording such Owner Notice and Hearing, the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion may grant, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Reimbursement Enforcement Assessment against such Owner for reimbursement.

9.10.6 Government Regulations. In the event there is any conflict between the requirements or actions of the Architectural Committee and the mandatory regulations or ordinances of any governmental entity relating to the Property, the government regulation or ordinances, to the event that such regulations and ordinances are more restrictive, shall control and the Architectural Committee shall modify its requirements or actions to conform to the government regulation or ordinance; provided, however, that if the governmental codes or regulations are less restrictive, the provisions of this Declaration shall nonetheless apply. The application by an Owner for review and approval by the Architectural Committee of any Plans and Specifications or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with an Applicable Law, or governmental rule or regulation or public utility requirement (hereinafter collectively referred to as "Additional Requirements"); provided, however, if the Additional Requirements are less restrictive than the provisions of this Declaration, the provisions of this Declaration shall nonetheless apply.

9.11 Diligence in Construction. Upon final approval of any Plans and Specifications, the Owner shall promptly commence construction within sixty (60) days and diligently pursue the same to completion and complete such construction within six (6) months of the commencement of construction unless a longer time is authorized in writing by the Architectural Committee.

9.12 Fee for Review. The Architectural Committee shall have the right to establish a reasonable fee approved by the Board for the review and approval of Plans and Specifications which must be submitted to the Architectural Committee pursuant to the provisions of this Article. The Architectural Committee may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an outside consultant or any costs associated with the review of the Plans and Specifications by any architect retained by the Board.

9.13 Compensation. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder, unless the Association retains a professional architect, engineer or designer as a member of the Architectural Committee for the purpose of providing professional services, in which event reasonable compensation for such member may be approved by the Board. The Architectural Committee shall have the right to hire any engineer or other consultant, the opinion of which the Architectural Committee deems necessary in connection with its review of any plans submitted by any Owner and such Owner shall be liable for payment of such engineer's and/or consultant's fee.

9.14 Interpretation. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Architectural Committee, and its decision shall be final, binding and conclusive on all of the parties affected.

9.15 Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.16 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, certifying (with respect to any Unit of said Owner) that as of the date thereof, either:
(a) all Improvements made and other work completed by said Owner comply with this

Declaration, or (b) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in said Unit through him, shall be entitled to reply on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association and all Owners and such persons deriving any interest through them.

9.17 Liability. Neither the Architectural Committee, Association management nor any member or representative thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the Project of any property within the Project; or (d) the execution and filing of an estoppel certificate pursuant to Section 9.16, whether or not the facts therein are correct; provided, however, that such Architectural Committee member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

9.18 Government Requirements. The application to and the review and approval by the Architectural Committee of any proposals, plans or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective Owner.

9.19 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, floor area or placement of structure or Improvements or other similar restrictions, when circumstances such as topography, natural obstructions, aesthetic or environmental considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the Office of the County Recorder. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Unit and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, but not limited to, zoning

ordinances and lot setback, lines or requirements imposed by the City or any other governmental authority.



Kirk Miller
Insurance Agency, Inc.

Kirk Miller Insurance Agency, Inc.
10636 Scripps Summit Ct, Ste 110
San Diego, CA 92131-3965
(P) 858.240.2593 | (F) 858.875.0667
CA #0K05931 | AZ #172886 | NV #671529
www.insuremyhoa.com

Annual Insurance Disclosure
CityFront Terrace Homeowners Association

Property Insurer:

Coverage Limit: \$ 176,986,176.00 GRC
Deductible: \$ 10,000.00

Fireman's Fund Insurance Co.

Effective: 2/15/2024
Expiration: 2/15/2025

General Liability Insurer:

Coverage Limit: \$ 1,000,000.00
Deductible: \$ -

Fireman's Fund Insurance Co.

Effective: 2/15/2024
Expiration: 2/15/2025

Fidelity / Crime Insurer:

Coverage Limit: \$ 17,000,000.00
Deductible: \$ 10,000.00

Liberty Mutual / Continental Casualty Co.

Effective: 2/15/2024
Expiration: 2/15/2025

Directors & Officers Liability Insurer:

Coverage Limit: \$ 1,000,000.00
Deductible: \$ 2,500.00

Continental Casualty Co.

Effective: 2/15/2024
Expiration: 2/15/2025

Workers Compensation Insurer:

Coverage Limit: \$ 1,000,000.00
Deductible: \$ -

AmTrust North America

Effective: 2/15/2024
Expiration: 2/15/2025

Umbrella / Excess Liability Insurer:

Coverage Limit: \$ 50,000,000.00
Deductible: \$ -

Greenwich Insurance Company

Effective: 2/15/2024
Expiration: 2/15/2025

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kirk Miller Insurance Agency, Inc. 10636 Scripps Summit Ct, Ste 110 San Diego, CA 92131-3965 (858) 400-4504	CONTACT NAME: Brian Kalmenson PHONE (A/C, No, Ext): 858-400-4504 E-MAIL: hoacerts@kirkmillerinsurance.com ADDRESS:	FAX (A/C, No): 858-875-0667														
INSURED CityFront Terrace Homeowners Association c/o Barbara Wilkinson, General Manager 500 West Harbor Drive San Diego, CA 92101	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Firemans Fund Insurance</td> <td>21873</td> </tr> <tr> <td>INSURER B: Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER C: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER D: AmTrust North America</td> <td>15951</td> </tr> <tr> <td>INSURER E: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Firemans Fund Insurance	21873	INSURER B: Continental Casualty	20443	INSURER C: Greenwich Insurance Company	22322	INSURER D: AmTrust North America	15951	INSURER E: Liberty Mutual Insurance Company	23043	INSURER F:	
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INSURER E: Liberty Mutual Insurance Company	23043															
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		USC012997240	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
A	☒ EBL (\$1,000,000)					PERSONAL & ADV INJURY \$ 1,000,000
B	☒ Directors & Officers					GENERAL AGGREGATE \$ 2,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:		USC012-97240	02/15/2024	02/15/2025	PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO ☐ LOC		618843961	02/15/2024	02/15/2025	D&O Limit/Agg \$ 1,000,000
A	AUTOMOBILE LIABILITY		USC012997240	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	☒ GKLL		USC012997240	02/15/2024	02/15/2025	Garage Keepers Lia \$ 1,200,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	PPP744000311	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 50,000,000
	☐ DED ☒ RETENTION \$ 0					AGGREGATE \$ 50,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TWP4375963	02/15/2024	02/15/2025	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Building - 100% Replacement		USC012997240	02/15/2024	02/15/2025	\$ 176,986,176 GRC \$ 10,000 Ded
E	Fidelity/Crime		FI4NAB6X2J004(lead)	02/15/2024	02/15/2025	\$ 17,000,000 \$ 10,000 Ded
A	Mech Breakdown/Ordinance Law		USC012997240	02/15/2024	02/15/2025	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Certificate, 500 W Harbor Dr, San Diego, CA 92101

* Excess fidelity is provided by Continental Casualty Company and Hanover Insurance Company.

Property deductible is \$10,000 except \$25,000 EQSL and \$50,000 Flood.

Property coverage is in accordance with CC&Rs and includes Guaranteed Replacement Cost (320 Units)

CERTIFICATE HOLDER

CityFront Terrace Homeowners Association
 Attn: Barbara Wilkinson, General Manager
 500 W Harbor Dr
 San Diego, CA 92101
 Loan Number: .

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2227

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MEMO

TO: Mortgage Processors

FROM: Kirk Miller Insurance Agency, Inc.
 10636 Scripps Summit Ct #110
 San Diego, CA 92131-3965
hoacerts@kirkmillerinsurance.com
 CA DOI #0K05931

Visit www.insuremyhoa.com for more info...

The Master Insurance Policies for this community include the following:

- 1) Building Ordinance or Law Coverage / Contingent Liability
 - a) Loss In Value
 - b) Increased Cost of Demolition
 - c) Increased Cost of Construction
- 2) Separation of Insureds (Severability of Interests)
- 3) Property Management is included as an insured on;
 - a) General Liability (CGL)
 - b) Directors & Officers (D&O)
 - c) Employee Dishonesty/Fidelity (Crime)
- 4) Property Coverage is Special Form/All-Risk unless otherwise indicated;
 - a) Wind/Hail is included and not subject to difference provisions.
 - b) Inflation Guard is included with Farmers/Truck Insurance Exchanges and Mid-Century.
 - c) 100% is Indicative of a current Building Reconstruction Cost valuation on file with the agency.
- 5) Mechanical Breakdown (Boiler & Machinery) is included when indicated at the Building Limit.
- 6) Fidelity/Crime coverage is inclusive of Computer Fraud and Funds Transfer Fraud in compliance with §5806
- 7) Policy Cancellation Provisions:
 There is a 10-day notice of cancellation for non-payment of premiums, and a 30-day notice of cancellation for all other reasons to the Association Insurance Trustee.

Other Information:

- "GRC" means Guaranteed Replacement Cost (coinsurance waived)
- "AAV" means Agreed Amount Value (coinsurance waived)
- "RCV" means Replacement Cost Value (coinsurance does not apply when insured at 100%)
- "ERC" means Extended Replacement Cost

Unit Owners Coverage Information (Coverage Per Governing Documents)

- "AI" or "All-In" means including betterments and improvements
- "SE" or "Single Entity" means including Unit Interiors, but excluding betterments and improvements
- "BW" or "Bare-Walls" means excluding unit interiors beyond unfinished surfaces
- "PUD" or "Planned Unit Development" typically means common area coverage only

Our Agency will provide an Interior Brokers Price Opinion upon request at no charge for HO6 policies. The amount of coverage necessary under an HO6 insurance policy would be determined as a result of collaboration between the insurer and the borrower. The amount of insurance coverage determined in this manner may or may not be based on a percentage of the condo unit's appraised value.

To obtain this free HO6 price opinion and quote, please send your request with the following information by email to info@kirkmillerinsurance.com with property appraisal including interior photos.

2025 CityFront Terrace
Schedule of Other Fees
approved: 10/29/2024

Emergency Water Shut Off	
As this pertains only to water that can not be contained	\$500
FAU Inspection	
per annual contract	
Janitorial	
Minimum Half Hour: Emergency Pick ups such as trash, dog or recycling	\$40
Key Cards (new)	\$50
Key Card Replacement (upgrade to fob, lost or stolen replacement)	\$25
Key Card Replacement (normal wear and tear on a non performing card)	\$5
Key Fobs	\$75
Key Fob Replacement	\$25
Garage Stickers	\$50
Garage Sticker Replacement	\$25
Maintenance Service	
Minimum: Half Hour (billed only in half hour increments)	\$40
Based upon a limited scope unless emergency (water) and performed as first call, first served non emergency service being performed on Thursdays	
Bike Storage Room	
Per Bike in the Storeroom (Annual Registration Fee)	\$25
Move-In and Out Fees (Monday thru Friday)	*\$400
Additional hourly fee for after 5pm	\$80
Saturday's	*\$600
*50% refundable with no damages to the common areas	
Valet (based upon availability and member in good standing)	
per vehicle, per 24-hour period with no in and out privileges	
Monday thru Thursday	\$10
Friday, Saturday, Sunday and Monday Holidays	\$20
Administrative	
Late Fee (HOA Fee)	10%
Dishonorable Check or ACH (First time)	\$45
Dishonorable Check or ACH (Second time)	\$55
Intent to Lien (Legal Counsel)	\$180
Lien Package (Legal Counsel)	up to: \$1,500
Lendor Questionnaire (Landmark)	\$160
Custom Questionnaire	\$190
Owner Occupancy or Transfer Certification (Landmark)	\$185

**LIMITED MAINTENANCE SERVICES PROVIDED TO HOMEOWNERS BY THE
CITYFRONT TERRACE HOMEOWNERS' ASSOCIATION**

MAINTENANCE SERVICES PROVIDED BY CFT-HOA STAFF:

At the discretion of management, and as time permits, CityFront Terrace staff may be engaged, through the Association, by unit owner(s) to perform limited maintenance to or within their respective condominium unit(s), see list of examples below. Such work will be performed at the expense of the unit owner and payable to CityFront Terrace Homeowners Association, based on Board published rates and any additional expenses or materials. CityFront Terrace Homeowners Association employees may not be employed directly by any unit owner.

Service requests can only be submitted to the Management Office during normal business hours.

You must be an owner in good standing to request in-home maintenance service and have a signed Release and Indemnity Agreement on file in the Management Office.

SERVICE TO NON-OWNER-OCCUPIED LIVING UNITS:

Service to non-owner-occupied units may only be performed at the request of the unit owner.

RESPONSE TIME:

Response to requests will be based on the availability of staff, materials, tools or necessary equipment essential to perform each specified task. Depending on the nature and urgency of the request, unit owners are encouraged to use outside vendors qualified to provide necessary services.

INDEMNIFICATION:

Unit owners shall hold harmless, CityFront Terrace Homeowners Association, its Board of Directors, employees and agents, for any loss or claim as the result of services provided for a unit owner, as services are provided in good faith and without warranty. Unit owner agrees that any claim arising from service provided by or through CityFront Terrace Homeowners Association shall be the responsibility of said unit owner.

ACCESS TO THE LIVING UNITS:

For the purpose solely of performing any of the repairs or maintenance required or authorized by management, or in the event of a bona fide emergency involving illness or potential danger to life or property, CityFront Terrace Homeowners Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter any Condominium Unit at any hour considered to be reasonable under the circumstances. An owner of a

Unit shall grant and be deemed to have granted a right of entry to any person authorized by the CityFront Terrace Homeowners Association in case of any emergency originating in or threatening such Owner's unit, whether or not the Owner is present at the time.

LABOR FEE SCHEDULE:

Service fees for labor are based on the amount of time dedicated to a unit owner to perform services. This may include time spent in preparations outside of the living unit. All fees will be billed to the unit owner's monthly statement and subject to the same terms and conditions as set forth in the CFT Governing Documents.

All time, including diagnostics, assessment and consultation are subject to these same fees.

Please refer to the Fee Schedule

MATERIAL FEE:

Materials supplied during service will be added to the total bill including any tax, shipping, handling or surcharge.

WARRANTY:

No warranty either express or implied is extended to any part or labor provided by the Association.

Approved: 10/26/2021

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4528*

CITYFRONT TERRACE HOMEOWNER'S ASSOCIATION

500 WEST HARBOR DRIVE, SAN DIEGO CA 92101

Provider of the Section 4528 Items: www.HomeWiseDocs.com

DATE: 1/1/2025

Document	Civil Code Section	Required	Included (cost)
Articles of Incorporation	Section 4525 (a)(1)	Yes	No charge
CC&Rs	Section 4525(a)(1)	Yes	\$105.00
Bylaws	Section 4525(a)(1)	Yes	\$20.00
CC&Rs Amendments		Yes	No charge
Operating Rules	Section 4525(a)(1)	Yes	\$25.00
Age Restrictions, if any	Section 4525(a)(2)	Yes	
Rental Restrictions	Section 4525(a)(9)	Yes	
Financial Statement Review (Annual Financial Review)	Sections 5305 and 4525(a)(3)	Yes	\$20.00
Annual Disclosures to the Membership Includes:	Sections 5300 and 4525(a)(3)	Yes	\$95.00
Annual Budget Report or Summary, Including Reserve Study	Sections 5300 and 4525(a)(3)		
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525(a)(4)		
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		
Insurance Certificate and Summary	Sections 5300 and 4525 (a)(3)		\$35.00
Regular Assessment	Sections 5300 and 4525 (a)(4)		
Special Assessment	Sections 5300 and 4525 (a)(4)		
Emergency Assessment	Sections 5300 and 4525 (a)(4)		
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		
Required Statement of Fees	4525	Yes	
Bundle Price: Includes all the Above Documents			\$220.00
Board Minutes (12 months)	Sections 4525(a)(10)	Upon Request	\$30.00
Welcome Info		No	No charge
Architectural Application	Sections 4525(a)(6), (7) and 6100	No	\$20.00
Other unpaid obligations of seller	5675 and 4525 (a)(10)	No	
Settlement of Construction Defect Litigation (Date)		No	\$40.00
Resale Demand		No	\$250.00
Lender Questionnaire		No	\$160.00
Lender Specific Questionnaire		No	\$190.00
Appraiser Questionnaire		No	\$35.00
Rush Fee (3-Days)		No	\$185.00
Owner's Account Statement (required for re-fi's)		No	\$160.00
Transfer Fee, Certification		No	\$185.00