



January 19, 2017

Commerce Square Association  
Board Members/Owners

Dear Members/Owners:

Enclosed are the following documents:

- New Fiscal Year Budget ending 12/31/2017
- Billing & Collection Policy
- Authorization Agreement for Preauthorized Payments (optional)

Your invoice due 1/1/2017 will be mailed separately.

Should you have any questions, please feel free to contact your Property Manager, Nancy Manion, at 949-448-6326, Assistant Property Manager, Ollie Yamchuti, at 949-448-6303, or your Property Accountant, Shawn Dang, at 949-448-6308.

Best Regards,

A handwritten signature in cursive script that reads "Nancy Manion".

**Nancy Manion**  
Association/Property Manager

Enclosures

## Commerce Square Association

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FYE December 31, 2017  
 Operating Budget-APPROVED

Parcel / Bldg / Unit #	Parcel / Bldg / Unit Address	Parcel / Bldg / Unit Sq. Ft.	% of project	Total Monthly Assessment	Total Quarterly Assessment	PSF/Mo.
1	2059 Atlanta Avenue	142,548	13.41%	\$ 2,930	\$ 8,790	\$ 0.021
2	1565 Eastwood Ct	104,848	9.87%	\$ 2,154	\$ 6,462	\$ 0.021
3	1989 Atlanta Ave	77,495	7.29%	\$ 1,593	\$ 4,779	\$ 0.021
4	1827 Atlanta Ave	108,142	10.18%	\$ 2,223	\$ 6,669	\$ 0.021
5	1576 Omaha Ct	147,968	13.92%	\$ 3,041	\$ 9,123	\$ 0.021
6	1575 Omaha Ct	148,585	13.98%	\$ 3,053	\$ 9,159	\$ 0.021
7	1777 Atlanta Ave	102,772	9.67%	\$ 2,112	\$ 6,336	\$ 0.021
8	1737 Atlanta Ave	120,490	11.34%	\$ 2,476	\$ 7,428	\$ 0.021
9	1550 Marlborough Ct	109,859	10.34%	\$ 2,258	\$ 6,774	\$ 0.021
<b>Total</b>		<b>1,062,707</b>	<b>100.00%</b>	<b>\$ 21,840</b>	<b>\$ 65,520</b>	

The association has prepared these association expense estimates to the best of its ability, based on bids and general market data. Actual expenses may vary, causing a revision to the budget and assessments.

## Estimated Annual Capital Reserve Budget

### Commerce Square Association FYE December 31, 2017

Total Unit SF	1,062,707
Parking Lot SF	366,000
Exterior Wall SF	0
Roof SF	0

RESERVE COSTS	<i>Cost</i>	<i>Useful Life in Years</i>	<i>Yearly Reserve</i>	<i>Monthly Reserve</i>	<i>PSF/Mo.</i>	<i>Date Last Completed</i>
Asphalt / Parking Lot	\$ 60,000	1	\$ 60,000	\$ 5,000	\$ 0.005	
Asphalt / Parking Lot Overlay	\$ -	20	\$ -	\$ -	\$ -	
Buildings	\$ -	7	\$ -	\$ -	\$ -	
Buildings - Structural	\$ -	10	\$ -	\$ -	\$ -	
Buildings - Other	\$ -	10	\$ -	\$ -	\$ -	
Concrete Surfaces	\$ -	10	\$ -	\$ -	\$ -	
Directories	\$ -	10	\$ -	\$ -	\$ -	
Electrical Systems	\$ -	10	\$ -	\$ -	\$ -	
Elevators	\$ -	10	\$ -	\$ -	\$ -	
Fire Life Safety System	\$ -	10	\$ -	\$ -	\$ -	
Fountain / Ponds	\$ -	10	\$ -	\$ -	\$ -	
Gate/Access Entry System	\$ -	10	\$ -	\$ -	\$ -	
HVAC / Mechanical Systems	\$ -	10	\$ -	\$ -	\$ -	
Irrigation Systems	\$ -	10	\$ -	\$ -	\$ -	
Landscaping	\$ -	10	\$ -	\$ -	\$ -	
Lighting Systems	\$ -	10	\$ -	\$ -	\$ -	
Monuments / Statues / Signage	\$ -	10	\$ -	\$ -	\$ -	
Property Fixtures	\$ -	10	\$ -	\$ -	\$ -	
Pylon Sign	\$ -	10	\$ -	\$ -	\$ -	
Restrooms	\$ -	10	\$ -	\$ -	\$ -	
Roofs	\$ -	20	\$ -	\$ -	\$ -	
Water/Sewer System(s) Loop(s)	\$ -	10	\$ -	\$ -	\$ -	
<b>TOTAL RESERVE ASSESSMENTS</b>			<b>\$ 60,000</b>	<b>\$ 5,000</b>	<b>\$ 0.005</b>	

The association has prepared these association expense estimates to the best of its ability, based on bids and general market data. Actual expenses may vary, causing a revision to the budget and assessments.

**Assumptions:**

\$1.50/SF for Asphalt Overlay  
\$4.00/SF for Roof Replacement

Assumptions of reserve costs will likely increase due to inflation, causing a revision to the budget and assessments. Each of these reserve line items is considered a reoccurring cost based on the useful life of that asset.

**Commerce Square Association  
FYE December 31, 2017  
Operating Budget-APPROVED**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec		
	<b>FYE December 31, 2017</b>												<b>Notes</b>	
<b>6100 REPAIRS &amp; MAINTENANCE</b>														
6110 General Repair and Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
6115 Elevator Repair and Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	
6120 Lighting Maintenance Contract Bldg/Pkg Lot	477	477	477	477	477	477	477	477	477	477	477	477	5,724	\$30 inc per month
6125 Lighting/Elec Repairs/Bulb Replacement	250	250	250	250	250	250	250	250	250	250	250	250	3,000	Contingency
6130 Plumbing Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	
6135 Backflow Testing/Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	each parcel controls their own
6140 Roof Maintenance Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	
6145 Roof Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	
6150 Window Cleaning/Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	
6154 Cleaning Service/Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	
6155 Dayporter Service/Contract	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	18,360	Exterior only 3xwk
6160 Security Service/Contract	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000	
6170 Fountain Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	
6171 Fountain Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	
6180 HVAC Maintenance Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	
6185 HVAC Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	
6190 Painting	0	0	0	0	0	0	0	0	0	0	0	0	0	
6195 Fire/Life/Safety Monitoring	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Subtotal</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>7,357</b>	<b>88,284</b>	
<b>6250 PKG LOT/LANDSCAPE &amp; TRASH</b>														
6260 Parking Lot Sweeping Maintenance Contract	400	400	400	400	400	400	400	400	400	400	400	400	4,800	increase by \$190 /mo
6265 Drain Cleaning/Maintenance Contract	0	0	0	733	0	0	0	0	733	0	0	0	1,466	Seminannual
6266 Roof Drain Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	
6267 Parking Lot Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	
6270 Trash Removal Contract	0	0	0	0	0	0	0	0	0	0	0	0	0	
6275 Trash Hauling Service	0	0	0	0	0	0	0	0	0	0	0	0	0	
6280 Landscape Maintenance Contract	4,175	4,175	4,175	4,175	4,175	4,175	4,175	4,175	4,175	4,175	4,175	4,175	50,100	slightly lower
6281 Landscape Replacement/Tree Trimming	19,650	0	0	5,000	0	0	0	0	0	5,000	0	0	29,650	Plant & Tree repl-\$10,000 , tree trir
6282 Landscape Color Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0	
6283 Landscape Irrigation Repairs & Extras	225	225	225	225	225	225	225	225	225	225	225	225	2,700	Irrigation anc Mulch/rye/fertilizer
6284 Landscape - Sidewalk Repair/Replacement	0	0	0	0	0	0	0	0	0	0	0	0	0	
6285 Pest/Gopher Control	460	460	460	460	460	460	460	460	460	460	460	460	5,520	Pest, gopher, rodent
<b>Subtotal</b>	<b>24,910</b>	<b>5,260</b>	<b>5,260</b>	<b>10,993</b>	<b>5,260</b>	<b>5,260</b>	<b>5,260</b>	<b>5,260</b>	<b>5,993</b>	<b>10,260</b>	<b>5,260</b>	<b>5,260</b>	<b>94,236</b>	
<b>6300 UTILITIES</b>														
6310 Electricity	0	0	0	0	0	0	0	0	0	0	0	0	0	
6320 Gas	0	0	0	0	0	0	0	0	0	0	0	0	0	
6330 Water and Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0	
6340 Utility Deposits	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>6400 ADMINISTRATIVE</b>														
6410 G&A-Manager & Owner's Assoc	50	50	50	50	50	50	50	50	50	50	50	50	600	
6420 Bookkeeping	0	0	0	0	0	0	0	0	0	0	0	0	0	
6425 Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	
6430 Tax Return Preparation	0	0	800	0	0	0	0	0	0	0	0	0	800	
6435 Auditing Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	
6440 Legal/Professional Services	500	0	0	0	0	0	0	0	0	0	0	0	500	
6445 Consulting	0	0	0	0	0	0	0	0	0	0	0	0	0	
6450 Board Representation	0	0	0	0	0	0	0	0	0	0	0	0	0	
6455 Bad Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	
6460 Association, Property & Financial Management	900	900	900	900	900	900	900	900	900	900	900	900	10,800	
6470 Pre-contract Start Up Costs (Budget prep, etc.)	0	0	0	0	0	0	0	0	0	0	0	0	0	
6480 Project Management Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	
6485 Reserve Studies	0	0	0	0	0	0	0	0	0	0	0	0	0	
6490 Records Storage	0	0	0	0	0	0	0	0	0	0	0	0	0	

**Commerce Square Association  
FYE December 31, 2017  
Operating Budget-APPROVED**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
<b>Subtotal</b>	<b>1,450</b>	<b>950</b>	<b>1,750</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>950</b>	<b>12,700</b>
<b>6500 MASTER ASSOC DUES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>6600 TAXES</b>													
6610 State & Local Taxes	0	0	0	800	0	0	0	0	0	0	0	0	800
6620 Real Estate Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>800</b>
<b>6700 INSURANCE</b>	<b>3,650</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,650</b>
<b>Subtotal</b>	<b>3,650</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,650</b>
<b>7000 CONTINGENCY</b>													
7010 Unforeseen Expenses	200	200	200	200	200	200	200	200	200	200	200	200	2,400
7020 Start-up Cash Deposit	0	0	0	0	0	0	0	0	0	0	0	0	0
7030 Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>2,400</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>37,567</b>	<b>13,767</b>	<b>14,567</b>	<b>20,300</b>	<b>13,767</b>	<b>13,767</b>	<b>13,767</b>	<b>13,767</b>	<b>14,500</b>	<b>18,767</b>	<b>13,767</b>	<b>13,767</b>	<b>202,070</b>

**Cash Flow Analysis**

**If Assessments are Collected Monthly**

Running Cash position w/o Cash Advance	(\$20,728)	(\$17,656)	(\$15,384)	(\$18,845)	(\$15,773)	(\$12,701)	(\$9,629)	(\$6,557)	(\$4,218)	(\$6,146)	(\$3,074)	(\$2)
Cash Balance With Cash Advance of:	<b>\$0</b>	(\$20,728)	(\$17,656)	(\$18,845)	(\$15,773)	(\$12,701)	(\$9,629)	(\$6,557)	(\$4,218)	(\$6,146)	(\$3,074)	(\$2)

**If Assessments are Collected Quarterly**

Running Cash position w/o Cash Advance	\$12,950	(\$817)	(\$15,384)	\$14,833	\$1,066	(\$12,701)	\$24,049	\$10,282	(\$4,218)	\$27,532	\$13,765	(\$2)
Cash Balance With Cash Advance of:	<b>\$0</b>	\$12,950	(\$817)	(\$15,384)	\$14,833	\$1,066	(\$12,701)	\$24,049	\$10,282	(\$4,218)	\$27,532	\$13,765

**Commerce Square Association**  
**Estimated Annual Operating Budget Summary**

FYE December 31, 2017

Total Parcel / Bldg. / Unit Sq. Ft. 1,062,707

<u>OPERATING COSTS</u>		<u>Monthly Avg.</u>	<u>PSF</u>	<u>Annual</u>	<u>PSF</u>
<b>6100 REPAIRS &amp; MAINTENANCE</b>					
6110	General Repair and Maintenance	100	0.000	1,200	0.001
6115	Elevator Repair and Maintenance	0	0.000	0	0.000
6120	Lighting Maintenance Contract Bldg/Pkg Lot	477	0.000	5,724	0.005
6125	Lighting/Elec Repairs/Bulb Replacement	250	0.000	3,000	0.003
6130	Plumbing Repairs	0	0.000	0	0.000
6135	Backflow Testing/Repairs	0	0.000	0	0.000
6140	Roof Maintenance Contract	0	0.000	0	0.000
6145	Roof Repairs	0	0.000	0	0.000
6150	Window Cleaning/Contract	0	0.000	0	0.000
6154	Cleaning Service/Contract	0	0.000	0	0.000
6155	Dayporter Service/Contract	1530	0.001	18,360	0.017
6160	Security Service/Contract	5000	0.005	60,000	0.056
6170	Fountain Maintenance	0	0.000	0	0.000
6171	Fountain Repairs	0	0.000	0	0.000
6180	HVAC Maintenance Contract	0	0.000	0	0.000
6185	HVAC Repairs	0	0.000	0	0.000
6190	Painting	0	0.000	0	0.000
6195	Fire/Life/Safety Monitoring	0	0.000	0	0.000
	<b>Subtotal</b>	<b>\$ 7,357</b>	<b>\$ 0.007</b>	<b>\$ 88,284</b>	<b>\$ 0.08</b>
<b>6250 PKG LOT/LANDSCAPE &amp; TRASH</b>					
6260	Parking Lot Sweeping Maintenance Contract	400	0.000	4,800	0.005
6265	Drain Cleaning/Maintenance Contract	122	0.000	1,466	0.001
6266	Roof Drain Maintenance	0	0.000	0	0.000
6267	Parking Lot Repairs	0	0.000	0	0.000
6270	Trash Removal Contract	0	0.000	0	0.000
6275	Trash Hauling Service	0	0.000	0	0.000
6280	Landscape Maintenance Contract	4175	0.004	50,100	0.047
6281	Landscape Replacement/Tree Trimming	2471	0.002	29,650	0.028
6282	Landscape Color Replacement	0	0.000	0	0.000
6283	Landscape Irrigation Repairs & Extras	225	0.000	2,700	0.003
6284	Landscape - Sidewalk Repair/Replacement	0	0.000	0	0.000
6285	Pest/Gopher Control	460	0.000	5,520	0.005
	<b>Subtotal</b>	<b>\$ 7,853</b>	<b>\$ 0.007</b>	<b>\$ 94,236</b>	<b>\$ 0.09</b>
<b>6300 UTILITIES</b>					
6310	Electricity	0	0.000	0	0.000
6320	Gas	0	0.000	0	0.000
6330	Water and Sewer	0	0.000	0	0.000
6340	Utility Deposits	0	0.000	0	0.000
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Commerce Square Association**  
**Estimated Annual Operating Budget Summary**

FYE December 31, 2017

Total Parcel / Bldg. / Unit Sq. Ft. 1,062,707

<u>OPERATING COSTS</u>		<u>Monthly Avg.</u>	<u>PSF</u>	<u>Annual</u>	<u>PSF</u>
<b>6400 ADMINISTRATIVE</b>					
6410	G&A-Manager & Owner's Assoc	50	0.000	600	0.001
6420	Bookkeeping	0	0.000	0	0.000
6425	Miscellaneous	0	0.000	0	0.000
6430	Tax Return Preparation	67	0.000	800	0.001
6435	Auditing Fees	0	0.000	0	0.000
6440	Legal/Professional Services	42	0.000	500	0.000
6445	Consulting	0	0.000	0	0.000
6450	Board Representation	0	0.000	0	0.000
6455	Bad Debt Expense	0	0.000	0	0.000
6460	Association, Property & Financial Management	900	0.001	10,800	0.010
6470	Pre-contract Start Up Costs (Budget prep, etc.)	0	0.000	0	0.000
6480	Project Management Fees	0	0.000	0	0.000
6485	Reserve Studies	0	0.000	0	0.000
6490	Records Storage	0	0.000	0	0.000
	<b>Subtotal</b>	<b>\$ 1,058</b>	<b>\$ 0.001</b>	<b>\$ 12,700</b>	<b>\$ 0.01</b>
<b>6500 MASTER ASSOC DUES</b>					
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>6600 TAXES</b>					
6610	State & Local Taxes	67	0.000	800	0.001
6620	Real Estate Taxes	0	0.000	0	0.000
	<b>Subtotal</b>	<b>\$ 67</b>	<b>\$ 0.000</b>	<b>\$ 800</b>	<b>\$ 0.00</b>
<b>6700 INSURANCE</b>					
	<b>Subtotal</b>	<b>\$ 304</b>	<b>\$ 0.000</b>	<b>\$ 3,650</b>	<b>\$ 0.003</b>
<b>7000 CONTINGENCY</b>					
7010	Unforeseen Expenses	200	0.000	2,400	0.002
7020	Start-up Cash Deposit	0	0.000	0	0.000
7030	Interest Expense	0	0.000	0	0.000
	<b>Subtotal</b>	<b>\$ 200</b>	<b>\$ 0.000</b>	<b>\$ 2,400</b>	<b>\$ 0.00</b>
<b>TOTAL ESTIMATED OPERATING COSTS</b>		<b>\$ 16,839</b>	<b>\$ 0.016</b>	<b>\$ 202,070</b>	<b>\$ 0.19</b>
Total Estimated Reserve Costs (see reserve budget)		<b>\$ 5,000</b>	<b>\$ 0.005</b>	<b>\$ 60,000</b>	<b>\$ 0.06</b>
<b>TOTAL ESTIMATED COSTS</b>		<b>\$ 21,839</b>	<b>\$ 0.021</b>	<b>\$ 262,070</b>	<b>\$ 0.25</b>

The association has prepared these association expense estimates to the best of its ability, based on bids and general market data. Actual expenses may vary, causing a revision to the budget and assessments. Monthly Costs are shown as an average. Actual expense may be higher or lower in any one month.

**Breakdown of Regular & Reserve Assessments**

*(For Accounting Purposes Only)*

**Commerce Square Association**

**FYE December 31, 2017**

Parcel / Bldg / Unit #	Parcel / Bldg / Unit Address	Parcel / Bldg / Unit Sq. Ft.	% of project	Monthly Regular Assessment	Monthly Reserve Assessment	Total Monthly Assessment	Quarterly Regular Assessment	Quarterly Reserve Assessment	Total Quarterly Assessment	Annual Regular Assessment	Annual Reserve Assessment	Total Annual Assessment
1	2059 Atlanta Avenue	142,548	13.41%	\$ 2,259	\$ 671	\$ 2,930	\$ 6,777	\$ 2,013	\$ 8,790	\$ 27,108	\$ 8,052	\$ 35,160
2	1565 Eastwood Ct	104,848	9.87%	\$ 1,661	\$ 493	\$ 2,154	\$ 4,983	\$ 1,479	\$ 6,462	\$ 19,932	\$ 5,916	\$ 25,848
3	1989 Atlanta Ave	77,495	7.29%	\$ 1,228	\$ 365	\$ 1,593	\$ 3,684	\$ 1,095	\$ 4,779	\$ 14,736	\$ 4,380	\$ 19,116
4	1827 Atlanta Ave	108,142	10.18%	\$ 1,714	\$ 509	\$ 2,223	\$ 5,142	\$ 1,527	\$ 6,669	\$ 20,568	\$ 6,108	\$ 26,676
5	1576 Omaha Ct	147,968	13.92%	\$ 2,345	\$ 696	\$ 3,041	\$ 7,035	\$ 2,088	\$ 9,123	\$ 28,140	\$ 8,352	\$ 36,492
6	1575 Omaha Ct	148,585	13.98%	\$ 2,354	\$ 699	\$ 3,053	\$ 7,062	\$ 2,097	\$ 9,159	\$ 28,248	\$ 8,388	\$ 36,636
7	1777 Atlanta Ave	102,772	9.67%	\$ 1,628	\$ 484	\$ 2,112	\$ 4,884	\$ 1,452	\$ 6,336	\$ 19,536	\$ 5,808	\$ 25,344
8	1737 Atlanta Ave	120,490	11.34%	\$ 1,909	\$ 567	\$ 2,476	\$ 5,727	\$ 1,701	\$ 7,428	\$ 22,908	\$ 6,804	\$ 29,712
9	1550 Marlborough Ct	109,859	10.34%	\$ 1,741	\$ 517	\$ 2,258	\$ 5,223	\$ 1,551	\$ 6,774	\$ 20,892	\$ 6,204	\$ 27,096
<b>TOTAL</b>		<b>1,062,707</b>	<b>100.00%</b>	<b>\$ 16,839.00</b>	<b>\$ 5,001.00</b>	<b>\$ 21,840.00</b>	<b>\$ 50,517.00</b>	<b>\$ 15,003.00</b>	<b>\$ 65,520.00</b>	<b>\$ 202,068.00</b>	<b>\$ 60,012.00</b>	<b>\$ 262,080.00</b>



## **Commerce Square Association**

### **Assessment and Billing Collection Policy**

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and maintenance and enhancement of your property. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions, and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's, the following are the Association's assessment policies and practices:

1. Regular assessments are due and payable on the first day of each month as determined by the Board. A courtesy invoice is sent approximately ten (10) days prior to the due date to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each billing period regardless of the receipt of a statement. All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment, unless an assessment caused by an emergency situation was prompted at which time the assessment shall be due within fifteen (15) days.
2. Assessments, late charges, interest and collection costs, including any attorney fees and other third party fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code § 1367(a); Civil Code § 1367.1(a)).
3. Assessments are delinquent **fifteen (15) days**, *(unless the CC&R's provide a longer time period; Civil Code §1366(e))* after the stated due date and shall be subject to a late charge that is not to exceed the greater of **ten dollars (\$10) or ten percent (10%)**, *(unless the CC&R's specify a smaller amount; Civil Code §1366(e)(2))* for each delinquent assessment per separate interest.
4. Any payments made shall be first applied to assessments, and only after the assessments are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees and other third party fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
5. Additionally, an interest charge at **twelve percent (12%)** per annum, will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees and other third party fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If the balance due is not paid within forty-five (45) days of the due date, the Association will prepare the owners file and send it for collections action to a third party collections and or attorney firm. The association shall actively follow the judicial foreclosure or non judicial foreclosure process outlined by the selected collection or attorney firm. Active collection activity includes but does not obligate or restrict the association to the following actions and or remedies: pre-lien letter, placement of a lien, seeking of a judgment and possible enforcement via foreclosure sale and or money judgment, small claims action, superior court action, wage garnishment, etc.
7. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code § 8333.
8. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection association with the collection of those assessments.
9. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. This in no way limits or prohibits

The Board from delegating any and all duties to a third party for payment plan negotiation and implementation.

10. Nothing herein limits or otherwise affects the Association's rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
11. Prior to the release of any lien, or dismissal or any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
12. The Association has the right to pass through and charge any delinquent owners account for costs of collection incurred directly relating to that delinquent owners account.
13. Any fees and costs stated herein are not negotiable and if not paid shall remain on the owners account until paid.
14. **This Billing & Collection policy in no way prohibits or limits any fee or charge levied to the owner or the Association by third parties. Fees and costs incurred from third parties are not negotiable and subject to change without notice. All third parties fees will either be levied directly to the delinquent owner or shall be passed through the Association to the delinquent owners account. Please contact the Associations' managing agent for more details.**

**Fee and Penalty Procedures**

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	Greater of 10% or \$10
Interest Rate	12% per annum
<b>THIS TABLE DOES NOT REFLECT THIRD PARTY FEES. PLEASE CONTACT YOUR ASSOCIATION MANAGER FOR MORE DETAILS. A DELINQUENT OWNER MAY INCUR FEES BY THIRD PARTIES.</b>	

In addition to the above, if a matter is sent to counsel for legal action, or to a collection service for foreclosures or other action, the owner will be responsible for any attorneys' fees and costs incurred by such action.

For **overnight payments**, please remit to:

**Commerce Square Association  
c/o MarWest Commercial Real Estate Services, LLC  
15241 Laguna Canyon Rd  
Irvine, CA 92618**



# AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

CUSTOMER: Please retain a copy for your records.

MANAGEMENT COMPANY NAME	
ASSOCIATION NAME	
UNIT ADDRESS	
HOMEOWNER UNIT NUMBER	ASSESSMENT AMOUNT <input type="checkbox"/> New <input type="checkbox"/> Update <input type="checkbox"/> Cancel
UNIT OWNER NAME	UNIT ACCOUNT NUMBER
UNIT OWNER MAILING ADDRESS	
UNIT OWNER PHONE NUMBER	UNIT OWNER EMAIL ADDRESS

I/We authorize the above Association to charge my/our checking account at the financial institution indicated on my/our voided check for the payment of my/our monthly association assessment on or about the 9th of each month.

(fold) I/We understand that these assessments may change periodically, and that such changes will be provided to Union Bank® by the above named Association. I/We also understand that it is our responsibility to contact Union Bank at the address listed, to stop or cancel the automatic preauthorized payment once I am no longer a Unit Owner (or plan to change my payment arrangement), at least 72 hours prior to the following scheduled monthly payment. (fold)

**PLEASE ATTACH A VOIDED CHECK (WITH PREPRINTED NAME AND ADDRESS) FROM THE CHECKING ACCOUNT THAT WILL BE CHARGED.**

**UNION BANK MUST RECEIVE THIS FORM BY THE 10TH DAY OF THE MONTH FOR THE AUTOMATIC CHARGE TO BE IN EFFECT FOR THE FOLLOWING MONTH.**

**UNION BANK WILL BE PERFORMING THE ORIGINATION OF THESE CHARGES ON BEHALF OF THE ASSOCIATION.**

STAPLE VOIDED CHECK HERE

You will receive confirmation of start date via U.S. Mail. If you have any questions, you may call Union Bank at 1-800-836-5184.

Please mail this authorization to: **MUFG UNION BANK, N.A.  
HOA REMITTANCE PROCESSING-MP, 4-30A-812  
2001 SATURN STREET  
MONTEREY PARK CA 91755**

I/We represent and warrant to MUFG Union Bank, N.A. that the undersigned are all signers required to transact business on said deposit account and understand that electronic transactions on said account is governed by the terms of my/our deposit account terms and disclosure.

\_\_\_\_\_  
First Name on Account (please print)

x \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Second Name on Account (If applicable)

x \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR BANK USE ONLY			
DATE RECEIVED	EFFECTIVE DATE	COMPLETED BY	DATE

