



May 30, 2025

Dear Evergreen Community Association Homeowner:

Attached please find the annual budget report for the Evergreen Community Association's fiscal year ending June 30, 2026, in accordance with California Civil Code and the Association's Bylaws,

In order to adequately cover the **rising** operating costs for the common area expenses including utilities and general maintenance, the Board has found it necessary to raise the assessments and budget overall. This equals a 2% increase overall, but due to some changes in the reserve study, your assessment percentage will vary. Please consult the chart below.

➤ **Effective July 1, 2025, the monthly assessment will increase to cover the expenses necessary to operate the Association.**

Please adjust your payments accordingly to avoid late fees and penalties.

Unit Type	2024/2025 Assessment	Current Assessment	Amount of Increase	% Increase
1	\$235.42	\$227.41	\$(0.44)	-0.19%
2	\$258.20	\$247.48	\$4.11	1.59%
3	\$263.50	\$252.14	\$5.17	1.96%
4	\$277.28	\$264.29	\$7.93	2.86%

Please be advised the Association annually evaluates its reserve requirements and has retained the services of a professional reserve analyst to review the funding program and provide recommendations for future funding of the reserve account. With this budget, the Board of Directors does not anticipate that any special assessments will be required to repair, replace, or restore any major component to the reserve program. The Board of Directors also does not anticipate deferring or not undertaking repairs or replacements of any major component with a remaining life of 30 years or less, although the community is due for asphalt repairs this fiscal year.

As part of the Annual Budget Report, the following items are being provided to all owners:

- Annual 2025-2026 Budget
- Annual Reserve Study Summary Prepared Pursuant to Section 5565
- Assessment and Reserve Funding Plan Summary
- A summary of the Association's Insurance Policies

Please note that a summary of the reserve study has been included for your review and if you would like a copy of the full reserve study plan, it is available upon written request at no charge.

In addition to the Annual Budget Report, enclosed please find these additional disclosures per the Civil Code:

- Annual Policy Statement
- Notice Regarding Assessments, Foreclosures & Payment Plans
- Assessment Collection Policy



- Association Enforcement Policy and Fining Schedule
- Summary of Civil Code regarding ADR and IDR
- Architectural Review Process for Physical Changes to Your Property
- FHA Certification
- VA Certification
- Owner Contact Information Request

Please keep this information with your other important association documents. Should you have any questions regarding the enclosed material, please contact management at info@ch-pm.com or 949-367-9430.

On behalf of the Board of Directors of the
Evergreen Community Association,

Crummack Huseby Property Management

EVERGREEN COMMUNITY ASSOCIATION

2025/2026 Operating Budget

July 1, 2025 to June 30, 2026

		2025/2026	
G/L	REVENUE	Monthly	Annual
4000	MEMBERSHIP DUES: 108 UNITS @ \$Variable/MO.	29,167	350,000
4040	RESERVE INTEREST INCOME	1,500	18,000
4060	MISCELLANEOUS		-
TOTAL REVENUE		30,667	368,000

G/L	EXPENDITURES	Monthly	Annual
ADMINISTRATIVE			
5000	ACCOUNTING SERVICES - AUDIT AND TAXES	125	1,500
5020	INSURANCE	5,033	60,400
5030	LEGAL	1,000	12,000
5035	STATE & LOCAL APPLICATION FEE	3	35
5040	PROFESSIONAL MANAGEMENT SERVICES	2,625	31,500
5041	PROFESSIONAL MANAGEMENT SERVICE EXTRAS	100	1,200
5045	PRINTING/POSTAGE/NEWSLETTERS	150	1,800
5046	OFFICE SUPPLIES	75	900
5048	BANK FEES - RETURNED ITEMS		-
5051	LATE PAYMENT PENALTY		-
5052	PRE-LIEN & LIEN WARNING SERVICES		-
5053	COLLECTION SERVICES - ATTORNEY		-
5080	RESERVE STUDY/INSPECTION	80	960
LANDSCAPING			
6020	LANDSCAPE - CONTRACT	3,749	44,990
6030	LANDSCAPE - SPRINKLER/IRRIGATION R & M	350	4,200
6040	LANDSCAPE - PUNCH LIST & EXTRAS	450	5,400
6043	LANDSCAPE - TREE REMOVE/REPLACE	100	1,200
MAINTENANCE AND REPAIRS			
5195	LIGHTING - CONTRACT	75	900
5196	LIGHTING - SUPPLIES/R & M	150	1,800
5200	COMMON AREA - MINOR R & M	500	6,000
5210	PEST CONTROL - CONTRACT	175	2,100
5211	PEST CONTROL - SUPPLIES/R & M	50	600
5500	RAIN GUTTER - INSPECTION/R & M	90	1,080
7400	CONTINGENCY	808	9,700
PROPERTY UTILITIES			
7010	ELECTRICITY	675	8,100
7040	WATER	619	7,427
RESERVE CONTRIBUTION			
9000	RESERVE CONTRIBUTIONS	12,184	146,208
9300	ALLOCATE INTEREST TO RESERVES	1,500	18,000
TOTAL EXPENDITURES		30,667	368,000

PREPARED BY: CRUMMACK HUSEBY, INC.

25531 COMMERCE CENTRE, SUITE 100, LAKE FOREST, CA 92630



ADVANCED RESERVE SOLUTIONS, INC.

Membership Disclosure Summary

**Mail this information
to the membership
in your annual budget mailing**

California Civil Code requires CIDs to include an "Assessment and Reserve Funding Disclosure Summary." This summary is included herein along with directions for use. This summary was designed to meet the legal requirements for membership disclosure in the State of California. Note, this page need not be distributed.

Evergreen Community Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending June 30, 2026
(“Disclosure Summary”)

**The notes at the end of this Disclosure Summary should
be read in conjunction with the information provided.**

(1) The regular assessment for the 2025-26 fiscal year per ownership interest is

Plan 1: \$ _____ per month
Plan 2: \$ _____ per month
Plan 3: \$ _____ per month
Plan 4: \$ _____ per month

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the association’s Board of Directors (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.		

Total: _____

(3) Based upon the most recent reserve study, dated April 25, 2025, 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 X No _____

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

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N.A.	

Total: _____

Evergreen Community Association
Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending June 30, 2026
(“Disclosure Summary”)

(5) All major components are included in the reserve study and are included in its calculations. However, the following major assets are excluded from the reserve study calculations for the following reasons:

Major asset:	Reason this major asset was not included:
Concrete (complete replacement)	Indeterminate life and cost
Tile roofs (complete replacement)	Indeterminate life and cost
Red curb painting	Curbs will no longer be painted
Wood gates (replacement)	Unit owner’s responsibility
Street lighting	Maintained by another entity
Doors (replacement)	Unit owner’s responsibility
Decks	Unit owner’s responsibility
Rain gutters	Covered by operating budget

(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 is **\$985,540**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of July 1, 2025. The projected reserve fund cash balance at the end of the current fiscal year is **\$900,310**, resulting in reserves being **91%** funded at this date. The current deficiency in the reserve fund represents **\$789.17** per ownership interest.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a reserve funding plan has been developed – see the attached projections. The assumed long-term before-tax interest rate earned on reserve funds is **2.50%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **3.00%** per year. Full reserve study available upon request.

NOTES:

(A) The financial representations set forth in this summary are based on the best estimates of the preparer and the Board at that time. The estimates are subject to change. (B) For the purposes of understanding this Disclosure Summary: (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement. (2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in the study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary. (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided. (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund reserves in accordance with this calculation. (5) Based on reserve studies or the occurrence of one or more unanticipated events, the Board could increase regular assessments and/or levy special assessments, consistent with the provisions of the CC&Rs and applicable law, to fund additional reserves as it deems necessary. For example, the information contained in this Disclosure Summary includes (i) estimates of replacement value and life expectancies of the components and (ii) assumptions regarding future events. Estimates are projections of a future event based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the preparation of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from this report and summary and the variation may be significant. Additionally, inflation and other economic events may impact this report and summary, particularly over an extended period of time (such as thirty (30) years) and those events could have a significant and negative impact on the accuracy of this Disclosure Summary and, further, the funds available to meet the association's obligation for repair and/or replacement of major components during their estimated useful life.

Evergreen Community Association

Executive Summary Directed Cash Flow Method

Client Information

Account Number	12146
Version Number	2
Analysis Date	4/25/2025
Fiscal Year	7/1/2025 to 6/30/2026
Number of Units	108

Global Parameters

Inflation Rate	3.00%
Annual Contribution Increase	3.00%
Investment Rate	2.50%
Taxes on Investments	30.00%
Contingency	5.00%


Community Profile

This community consists of 108 attached units with private roadways and landscaped areas.

For budgeting purposes, unless otherwise indicated, we have used July 2000 as the average placed-in-service date for aging the original components in this community.

ARS site visits: April 14, 2023; January 2021; April 2018; March 2015; October 2012; December 2010; March 2008; March 2006; February 2005 and March 2002

Adequacy of Reserves as of July 1, 2025

Anticipated Reserve Balance		\$900,310.00
Fully Funded Reserve Balance		\$985,540.16
Percent Funded	0 25 50 75 100	91.35%
Deficit per Unit		\$789.17

Funding for the 2025-26 Fiscal Year			Per Unit
	Annual	Monthly	Per Month
Member Contribution	\$146,200	\$12,183.33	\$112.81
Interest Contribution	\$12,146	\$1,012.15	\$9.37
Total Contribution	\$158,346	\$13,195.49	\$122.18

Evergreen Community Association

Membership Disclosure Summary

Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Streets	\$314,718	\$166,496	0-7	4-24
020 Roofs	\$36,000	\$21,103	1	3
030 Painting	\$419,253	\$305,547	0-5	5-10
040 Railing & Walls	\$172,889	\$94,604	5-15	20-40
050 Lighting	\$177,110	\$147,592	5	20-30
060 Buildings	\$0	\$0	n.a.	n.a.
070 Landscape	\$88,500	\$86,773	0-1	1-12
080 Miscellaneous	\$41,300	\$35,321	3-5	20-30
Contingency	n.a.	\$42,872	n.a.	n.a.
Total	\$1,249,770	\$900,310	0-15	1-40

Evergreen Community Association
Projections
Directed Cash Flow Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenses	Ending Balance	Fully Funded Balance	Percent Funded
2025-26	\$900,310	\$146,200	\$12,146	\$278,608	\$780,048	\$859,315	91%
2026-27	\$780,048	\$150,586	\$13,884	\$61,800	\$882,719	\$964,854	91%
2027-28	\$882,719	\$155,104	\$16,747	\$4,244	\$1,050,326	\$1,140,203	92%
2028-29	\$1,050,326	\$159,757	\$18,501	\$74,593	\$1,153,991	\$1,248,551	92%
2029-30	\$1,153,991	\$164,549	\$20,790	\$50,648	\$1,288,682	\$1,390,690	93%
2030-31	\$1,288,682	\$169,486	\$7,389	\$947,245	\$518,313	\$572,394	91%
2031-32	\$518,313	\$174,570	\$10,466	\$4,776	\$698,573	\$753,762	93%
2032-33	\$698,573	\$179,808	\$6,185	\$430,109	\$454,457	\$489,267	93%
2033-34	\$454,457	\$185,202	\$9,309	\$11,401	\$637,567	\$675,010	94%
2034-35	\$637,567	\$190,758	\$12,693	\$5,219	\$835,798	\$878,514	95%
2035-36	\$835,798	\$196,481	\$8,988	\$416,087	\$625,180	\$649,436	96%
2036-37	\$625,180	\$202,375	\$11,364	\$73,451	\$765,468	\$789,883	97%
2037-38	\$765,468	\$208,446	\$14,957	\$12,832	\$976,040	\$1,006,116	97%
2038-39	\$976,040	\$214,700	\$17,394	\$88,112	\$1,120,022	\$1,153,612	97%
2039-40	\$1,120,022	\$221,141	\$21,434	\$6,050	\$1,356,546	\$1,400,661	97%
2040-41	\$1,356,546	\$227,775	\$9,728	\$909,176	\$684,873	\$684,961	100%
2041-42	\$684,873	\$234,608	\$12,699	\$72,212	\$859,968	\$859,733	100%
2042-43	\$859,968	\$241,646	\$17,002	\$6,611	\$1,112,005	\$1,117,665	99%
2043-44	\$1,112,005	\$248,896	\$21,503	\$6,810	\$1,375,594	\$1,390,298	99%
2044-45	\$1,375,594	\$256,363	\$23,578	\$156,172	\$1,499,362	\$1,516,970	99%
2045-46	\$1,499,362	\$264,053	\$19,702	\$503,196	\$1,279,921	\$1,279,751	100%
2046-47	\$1,279,921	\$271,975	\$24,640	\$7,441	\$1,569,095	\$1,579,418	99%
2047-48	\$1,569,095	\$280,134	\$28,586	\$76,644	\$1,801,171	\$1,821,313	99%
2048-49	\$1,801,171	\$288,538	\$31,724	\$134,722	\$1,986,711	\$2,015,975	99%
2049-50	\$1,986,711	\$297,194	\$37,120	\$18,295	\$2,302,730	\$2,350,964	98%
2050-51	\$2,302,730	\$306,110	\$15,075	\$1,588,030	\$1,035,886	\$1,007,164	103%
2051-52	\$1,035,886	\$315,294	\$20,663	\$8,626	\$1,363,217	\$1,340,269	102%
2052-53	\$1,363,217	\$324,752	\$24,587	\$117,868	\$1,594,688	\$1,574,589	101%
2053-54	\$1,594,688	\$334,495	\$29,012	\$102,957	\$1,855,238	\$1,841,712	101%
2054-55	\$1,855,238	\$344,530	\$35,339	\$9,426	\$2,225,681	\$2,227,939	100%

Insurance Disclosure Statement
(As required by California Civil Code Section 5300)
Evergreen Community Association
c/o Crummack Huseby, Inc.
25531 Commercentre Drive, Suite 100
Lake Forest, CA 92630

1. General Liability

(A)	Insurance carrier:	Accelerant National Insurance Company
(B)	The policy limits of insurance:	\$2,000,000/\$1,000,000
(C)	The amount of deductible:	\$0
(D)	The policy term is:	12/13/2024 to 12/13/2025

2. Property

(A)	Insurance carrier:	Accelerant National Insurance Company
(B)	The policy limits of insurance:	\$54,800,000
(C)	The amount of deductible:	\$25,000
(D)	The policy term is:	12/13/2024 to 12/13/2025

3. Crime

(A)	Insurance carrier:	Ace Fire Underwriters
(B)	The policy limits of insurance:	\$1,500,000
(C)	The amount of deductible:	\$5,000
(D)	The policy term is:	12/13/2024 to 12/13/2025

4. Worker's Comp/Assigned Risk

(A)	Insurance carrier:	Hanover Insurance Company
(B)	The policy limits of insurance:	\$1,000,000
(C)	The amount of deductible:	\$0
(D)	The policy term is:	12/13/2024 to 12/13/2025

5. Commercial Umbrella

(A)	Insurance carrier:	Federal Insurance Company
(B)	The policy limits of insurance:	\$5,000,000
(C)	The amount of deductible:	\$0
(D)	The policy term is:	12/13/2024 to 12/13/2025

6. Directors & Officers

(A)	Insurance carrier:	Accredited Surety and Casualty Company, Inc.
(B)	The policy limits of insurance:	\$1,000,000
(C)	The amount of deductible:	\$2,500
(D)	The policy term is:	12/13/2024 to 12/13/2025

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.



CRUMMACK HUSEBY

**Evergreen Community Association
Annual Policy Statement**

This annual policy statement is provided to you with the requirements of California Civil Code Section 5310.

1. The name & address of the person designated to receive official communications to the above named Association is: Crummack Huseby Property Management
25531 Commercentre Drive, Suite 100, Lake Forest, CA 92630

The Association's mailing address for overnight payment of assessments is:
25531 Commercentre Drive, Suite 100, Lake Forest, CA 92630

2. Association members may submit a request to the Association to have the Association's annual budget report, review of the Association's financial statement, the Association's annual policy statement, requests for assessment payments made by the member, pre-lien notices as described in Civil Code Section 5660, copy of a recorded notice of delinquent assessment, and notice of default sent up to two (2) different specified addresses. Such request must be delivered to the Association via email at info@ch-pm.com or via fax at 949-367-9433.
3. General notices from the Association to the members when posted will be posted on the Association website at <https://evergreennorthpark.com/>.
4. Association members can arrange to have all general notice items provided to them by individual delivery by submitting a written request to the association by email at info@ch-pm.com or via fax at 949-367-9433.
5. Association members may receive copies of minutes or draft minutes of the meetings of the Associations' board of directors, other than meetings held in executive session, by submitting a written request to the party identified in #1 above or by email at info@ch-pm.com. Such minutes, draft minutes or a summary of the minutes will be available no later than thirty (30) days after the meeting.
6. Notice Regarding Assessments and Foreclosure attached hereto (exhibit A)
7. The Association's policies and practices in enforcing lien rights or other legal remedies for default in payment of assessments are attached hereto (exhibit B).
8. The Association's discipline policy and schedule of penalties for violations of the Association's governing documents are also attached hereto (exhibit C).
9. A summary of dispute resolution procedures is attached hereto (exhibit D).
10. A summary of the Association's requirement for approval of physical changes to property is attached hereto (exhibit E).
11. Information regarding FHA Certification (exhibit F).
12. Information regarding VA Certification (exhibit G).
13. Owner contact information (Exhibit H).

Insightful. In person. Invaluable.

Exhibit A

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code).

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code) At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code) If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code) The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code) An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed

as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise. An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code) The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code).

EVERGREEN COMMUNITY ASSOCIATION
Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation 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 and *Civil Code Section § 5320*, the following are the Association's assessment practices and policies:

1. ***Assessments are billed monthly and are due and payable on the "first day of the month."*** A courtesy billing statement is sent monthly 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 month 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.
2. Assessments, late charges, interest and collection costs, including any attorney fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied *Civil Code Section §§ 5650(a) & 5660*.
3. Assessments not received within **Fifteen (15) days** of the stated due date are delinquent and shall be subject to a late charge of **Ten Dollars (\$10.00)** for each delinquent assessment per unit.
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorney's fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
5. A first **"Notice of Past due Assessment"** will be prepared and mailed on assessments not received within **thirty (30) days** of the stated due date. A **Twenty-five dollar (\$25.00)** charge for the late letter will be made against the delinquent member's account. Additionally, an **Interest charge at the rate of 12% per annum** will be assessed against any outstanding balance including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
6. If an assessment is not received within **forty-five (45) days of the "stated due date"**, the Association will send a **"Pre-lien" letter to the owner** as required by *Civil Code Section §§ 5650(a) & 5660*, by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. The owner will be charged a **One-hundred dollar (\$100.00) fee for the Pre-lien letter. In addition, the owner will also be charged a Forty dollar (\$40.00) fee for each Title check requested and a Fifty-dollar (\$50.00) fee for a Resolution to Lien.**

7. If an owner fails to pay the amounts set forth in the pre-lien letter within **thirty (30) days** of the date of that letter, a “**Lien**” for the amount of any delinquent assessments, late charges, interest and/or costs of collection including attorneys' fees may be assessed against the owner's property. The owner will be charged a **Two Hundred dollar (\$200.00) fee for the preparation and recordation of the Lien**. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure *Civil Code Section §§§§ 5725 (b), 5735(a),(b), 5700(a), 5710(a),(c)*, subject to the limitations set forth below under “Additional Provisions to Conform to Law” and as otherwise provided by law.
8. If the balance due is not paid within **thirty (30) days of recordation of the Lien, the matter may be turned over to an Attorney for ‘legal action’, including an action to “Foreclose” the assessment lien and/or for a money judgment. The owner will be charged three hundred dollars (\$300.00) for preparing the matter to be sent to counsel.**
9. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to *Corporations Code Section § 8333*.
10. 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 associated with the collection of those assessments.
11. 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.
12. 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.
13. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association.
14. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums *Civil Code Section § 5650(b)*.
15. All charges listed herein are subject to change without notice.
16. If an owner pays under protest, the owner can **at the same time** pursue dispute resolution AND commence an action in small claims court (amount at issue must not exceed jurisdictional monetary limit) *Civil Code Section § 5658*.

Additional Provisions to Conform to Law

Prior to the recording of a lien, homeowners that are delinquent will be sent a “Pre-lien” letter. The pre-lien letter will include an offer by the association to engage in informal dispute

resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association's meet and confer program required by *Civil Code Section § 5900, et seq.*

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting.

The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

Prior to commencing Foreclosure, the association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the association's meet and confer program required by *Civil Code Section § 5900, et seq.* and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to *Civil Code section § 5925, et seq.*

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the association without identification of the name of the individual.

All foreclosures shall be subject to a ninety (90) day right of redemption.

Fee and Penalty Procedures

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

Late Charge	\$10.00
Late Letter Fee	\$25.00
Pre-Lien Letter	\$100.00
Additional Pre-Lien Letters	\$50.00 each
Title Check Fee	\$40.00 each
Resolution to Record Lien	\$50.00
Lien Fee	\$200.00
Additional Lien mailings	\$50.00 each
Lien Release	\$100.00
Payment Plan Admin. Fee	\$25.00 monthly
Attorney Package Preparation	\$300.00
Returned Check Fee	\$25.00

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

**The mailing address for overnight payment of assessments is:
c/o Crummack Huseby Property Management, Inc.
25531 Commercentre Drive, Suite 100, Lake Forest, CA 92630**

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

1. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section § 8333.
2. 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 associated with collection of those assessments.
3. 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 make a written request to meet with the Board in executive session to discuss a payment plan. If the owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of receiving the pre-lien letter, then the Board shall meet with the owner within forty-five days of the postmark on the owner's request, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
4. An owner is entitled to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program required in Article 2 (commencing with Section 5900) of Chapter 10.
5. Prior to initiating foreclosure against the owner's separate interest, the owner is entitled to submit a written request for alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.
6. Statements will be mailed from Management as a courtesy **AND MAY NOT REFLECT** the collection costs, attorneys' fees or other charges, or payments received by the collection service.
7. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
8. All charges listed herein are subject to change upon thirty (30) days' prior written notice.
9. The mailing address for payments of assessments by overnight delivery is:
Crummack Huseby - 25531 Commercentre Drive, Suite 100, Lake Forest, CA 92630
Please note that should an account be referred to a (collection service, the collection service will provide the new address for overnight payments.

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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial 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 non-judicial foreclosure subject to the conditions set forth in Section 5705 of the Civil Code. When using judicial or non-judicial 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 §§§ §§§ 5600, 5605, 5650, 5660; 5700 and 5705 of the Civil Code)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections §§ 5600 and 5650 of the Civil Code)

The association must comply with the requirements of Sections §§§ 5650, 5673, 5675 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 § 5650 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, he or she 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 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 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 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 timeshare 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 exist. (Section § 5665 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section § 5665 of the Civil Code)*

*Citations to Code Sections are verbatim from Civil Code effective as of 1/1/2014

XI. ENFORCEMENT POLICY

Standard Enforcement Process

In the event that the Association or its managing agent observes that an apparent violation of the Governing Documents and/or Rules of the Association has taken place or receives a written report of an observed violation from an Owner, resident or other parties designated by the Board of Directors, the Board will act as follows:

- a. A Notice of Violation letter will be sent to the Owner of record. This is a courtesy letter to notify the Owner of a violation and the due date by which said violation is to be corrected in order to avoid further enforcement procedures.
- b. If the violation is not corrected by the due date, a Notice of Hearing letter will be sent notifying the Owner of their right to appear before the Board of Directors to come to a mutual agreement to resolve the violation. The hearing date will normally be set not less than ten (10) days from the date of the Notice of Hearing letter.
- c. In cases where a violation:
 - presents a safety/health issue
 - or causes or can cause property damage
 - or represents a subsequent recurrence of the violation within a 12 month period

No Notice of Violation letter will be sent. Instead, a Notice of Hearing will immediately be sent requesting the Owner to remedy the violation without delay and to appear before the Board of Directors. In an emergency situation, the Board will exercise their right to remedy the situation by whatever means is necessary prior to giving any Notice of Violation or Notice of Hearing.

d. An Owner can either present their response to the violation in person before the Board of Directors at the time and place of the hearing, or by a written response to be received by the Association's managing agent not less than three (3) days prior to the date of the hearing. A failure to respond will be assumed that the Owner is not contesting the validity of the violation.

e. The Board will evaluate the response (or the failure to respond) and prepare a written decision that will be forwarded to the Owner within fifteen (15) days of the hearing. The Board of Directors may determine to impose a combination of fines, legal action, enter upon home Owner's property to correct the violation or take any other necessary action. The Owner will be assessed all fines and other recoverable direct and indirect costs.

f. If a fine is imposed the following schedule will apply:

First occurrence; \$200 plus an additional \$250 for each 30 days or fraction thereof beyond the due date that the violation is not corrected

Each additional occurrence within a one year period; \$300 plus \$350 for each 30 days or fraction thereof that the violation is not corrected.

Civil Code Sections 5900 *et seq.* – Internal Dispute Resolution Summary
Civil Code Sections 5925 *et seq.* – Alternative Dispute Resolution Summary

Pursuant to the requirements of California *Civil Code* Section 5965, Association hereby provides you with notice and a summary of the following Internal Dispute Resolution (“IDR”) and Alternative Dispute Resolution (“ADR”) procedures, as follows:

INTERNAL DISPUTE RESOLUTION

Either party to a dispute within the scope of *Civil Code* Sections 5900 *et seq.* 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 the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association’s Board of Directors shall designate 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.

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 the law or the governing documents of the Association.
2. The agreement is either consistent with the authority granted by the Board of Directors to its designee, or the agreement is ratified by the Board of Directors.

A member of the association may not be charged a fee to participate in the IDR process.

ALTERNATIVE DISPUTE RESOLUTION

Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits pursuant to California *Civil Code* Sections 5925 *et seq.*

I. SCOPE OF STATUTE:

Civil Code Section 5925(a) defines “Alternative Dispute Resolution” as mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. *Civil Code* Section 5925(b) defines “Enforcement Action” as a civil action or proceeding, other than a cross-complaint, filed by either individual homeowners or community associations, for any of the following purposes:

- A. Enforcement of the Davis-Stirling Common Interest Development Act.
- B. Enforcement of the California Nonprofit Mutual Benefit Corporation Law (commencing with Section 7110 of the *Corporations Code*.)
- C. Enforcement of the governing documents.

The Association or an owner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to *Civil Code* Sections 5925 *et seq.*

Civil Code Sections 5925 *et seq.* only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000). This section does not apply to a small claims action, and except as otherwise provided by law, this section does not apply to an assessment dispute.

II. COMPLIANCE PROCEDURES:

The ADR process is initiated by one party serving all other parties with a “Request for Resolution,” which shall include all of the following:

- A. A brief description of the dispute between the parties.
- B. A request for alternative dispute resolution.
- C. A notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt of the request will be deemed rejected.

D. If the party on whom the request is served is the member, a copy of *Civil Code* Sections 5925 *et seq.*

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.

The party on whom a Request for Resolution is served has thirty (30) days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party on whom a Request for Resolution is served accepts the Request, the parties shall complete the ADR within ninety (90) days, after the party initiating the Request received the acceptance, unless this time period is extended by written stipulation signed by both parties. The costs of the Alternative Dispute Resolution shall be borne by the parties.

Statements, negotiations, and documents made or created at, or in connection with, ADR (except for arbitration) are confidential.

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 *Civil Code* Section 5935 for a response to a Request for Resolution.
- B. If the Request for Resolution is accepted, the period provided by *Civil Code* Section 5940 for completion of ADR, including any extension of time stipulated to by the parties pursuant to Section 5940.

Pursuant to *Civil Code* Section 5950, 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:

- A. ADR has been completed in compliance with this *Civil Code* Sections 5925 *et seq.*
- B. One of the other parties to the dispute did not accept the terms offered for ADR.
- C. Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to *Civil Code* Section 5950(a) is grounds for 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.

Civil Code Section 5955 provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. 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*.

III. FAILURE TO PARTICIPATE IN SOME FORM OF ADR:

In an Enforcement Action, in which fees and costs may be awarded pursuant to *Civil Code* Section 5975(c), the court, in determining the amount of an award of attorney's fees and costs, may consider whether a party's refusal to participate in ADR before the commencement of the action was reasonable.

In accordance with California *Civil Code* Section 5965, the Board of Directors of the Association hereby advises you of the following:

Failure by 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 of the applicable law.

IV. NO EFFECT ON VOLUNTARY PARTICIPATION IN ADR:

The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California *Corporations Code* Sections 7110, *et seq.*, or the Davis-Stirling Common Interest Development Act, *Civil Code* Sections 4000 *et seq.*, to some form of IDR/ADR, even in those disputes which may be technically outside of the IDR/ADR statutes.

EVERGREEN ARCHITECTURAL GUIDELINES
AND APPLICATION
Effective July 14, 2022

Construction, installation or alteration of an Improvement, including landscaping, may not commence until the plans and specifications have been approved in writing by Evergreen Architectural Review Committee (ARC). Owners are required to obtain ARC approval in accordance with Article VIII of Evergreen Covenants, Conditions, and Restrictions. (CCR's).

I. PROCEDURE:

1. Complete and submit the Evergreen Architectural Approval Application and Neighbor Awareness Form. Northpark Application Fees for Evergreen Owners are generally waived, but may apply to some projects such as Solar Panels, Patio Covers, and projects requiring review by an Architect.
2. Include site plans and specifications describing the nature, kind, shape, height, width, color, materials, plant names, and location. Attach dimensioned drawings depicting all proposed improvements, existing drainage, and color photos of existing residence and site conditions. The ARC may require additional information as necessary in order to reach a determination.
3. The Evergreen ARC's goal is to render a decision within 7 days after it receives all required information and documentation. The CCR's allow 45 days.
4. Owner shall notify Evergreen ARC when construction starts and when the project is completed.

II. GENERAL:

1. All projects shall be completed within 60 days of commencement.
2. Any deviation from approved plans, or schedules, shall be re-submitted to Evergreen ARC for approval.
3. Commencement of work prior to receiving written approval constitutes a violation of the CCR's, is subject to a \$200.00 fine, and may require modification or removal of unauthorized work at the Owner's expense.
4. Acceptable plants and trees are listed in Northpark Plant Palette. Evergreen encourages the use of plants which are drought tolerant.
5. All front yards are considered "areas visible to the street".

6. Items such as outbuildings, tents, shacks, sheds sunshades, canopies, etc. may not be placed temporarily or permanently on the Lot without prior written consent of the ARC. Umbrellas shall not extend over walls, and shall be closed when not in use.
7. Patio heaters shall be placed no closer than 3 feet to party and perimeter walls, and not exceed the height of the walls. Heaters are not permitted in front yards.
8. Fences or walls may not be erected, altered, or maintained without prior written approval of the ARC.
9. Patio covers, wiring, air conditioning fixtures, water softeners, solar systems, or other devices shall not be installed on the exterior of a residence without prior written approval of the ARC.
10. Construction material, equipment, debris, and disposal bins shall not be stored or allowed to accumulate on Association property.
11. Construction activities (non-emergency) are permitted during the following hours only:
Monday - Friday: 7 am to 5 pm
Saturday: 8 am to 4 pm
Sundays and Federal/Irvine Holidays: No work is permitted.

III. REFERENCES:

1. [Evergreen CC&Rs, paragraph 8.2](#)
2. [Evergreen Pre-Approved Improvements](#)
3. [Northpark Architectural Guidelines](#)
4. [Northpark Plant Palette](#)

IV. LANDSCAPE GUIDELINES:

1. Evergreen has very small “patio” Lots. Accordingly, many plants and trees listed in the Northpark Plant Palette are inappropriate considering the limited yard space, proximity to adjacent Lots, and potential effects on Association Maintenance Areas (exterior surface of residence, roof, gutters, etc.).
2. Mulch may not be used as a replacement for plant material. When mulch is used in plant beds, only brown color mulch may be used.
3. Weed barrier material, mesh, or plain soil may not be used as a replacement for plant material.
4. Vines are not permitted on association-maintained surfaces of residences, stucco, walls, etc.
5. Front yards shall have shrubs at the base of the front of the house and at the base of party walls. The planters shall have a depth of 24” to 36”. Plants shall not contact the exterior of the residence.
6. Trees shall not be planted within 5 feet of the residence or party walls. Trees may not touch residence walls or encroach on neighbor Lots or perimeter walls. Trees shall be kept at a height below the gutters of the residence.

7. Trees and plants may not encroach upon the Lot of adjacent neighbors or Association Maintenance areas
8. Reseeding or installing sod in existing grass areas do not require an ARC application.
9. Replacing annual flowers does not require an ARC application.
10. Landscape and hardscape improvements require periodic maintenance to maintain aesthetic appearance. Maintenance includes painting, pruning, trimming, weeding, removal of debris, etc. Repainting does not require ARC approval as long as the colors and texture remain the same.

V. OTHER IMPROVEMENTS:

1. Window Retrofits - Windows and doors shall be consistent in color, frame profile, and operation on all sides of the home. Selective window retrofits are not permitted.
2. Patio Covers – Shall not be closer than 3 feet to the adjacent party wall or perimeter wall. Lattice type covers shall be open and may not be covered with mesh, bamboo, or other materials. Patio covers shall not be attached to the residence. Canopy style patio covers are not permitted.
3. Raised Planters – When constructed next to a garden wall, party wall, or perimeter wall, a waterproofed sub-wall shall be provided between the raised planter area and the property line wall.
4. Synthetic Turf – Installation shall conform with Northpark material specifications and substrate requirement. Turf shall not be placed over bare earth, grass, or hardscape.
5. Security Systems – Security cameras must have a fixed field of vision limited to the Homeowner's private property, and shall not view other homeowner's Lots.
6. Gravel/Pebbles/Crushed Granite – May be used for accents or fillers between pavers. Only earth tones with a brownish hue may be used. White material is not permitted.
7. Satellite Dishes – See Evergreen Pre-Approved Improvement Policy.
8. Solar Systems –
 - a. Prior to installation, Owner shall enter into a Covenant agreement, in a form acceptable to the Association, and prepared by the Association at the Owner's expense describing the Owner's obligation, without limitation, to the following: maintain, repair, and replace the Solar Energy System (SES); remove the SES when reasonably necessary to facilitate the Association's maintenance responsibilities; responsibility for damages arising from the SES; indemnify the Association in connection with any claims or damages arising from the SES; maintain insurance with minimum coverage limits of \$1,000,000; provide coverage for liability arising from the SES and record the Covenant in the Orange County Recorder's Office against the Owner and bind subsequent Owners of the Residence and Lot. Owner shall pay the recording fee.
 - b. Owner shall provide a statement from the installer stating that the solar panels will not produce glare on adjacent homes.

- c. The panel frames and exposed mounts shall be black or dark bronze. Conduit wiring, and any exterior mounted junction box shall be painted to match the color of the roof, trim, and stucco, respectively.
 - d. Panels shall not be installed over any vents, pipes, or stacks. Additionally, panels shall not be installed closer than 24” from the edge of the Owner’s roof area/line.
 - e. Owner shall pay for roof inspections performed by a vendor named by the Association. Inspections shall be completed pre-installation, post-installation, and every three years thereafter.
- 9. Front Doors – Replacements shall be the same design, appearance, and color as the existing door.
 - 10. Garage Doors – Replacements shall be the same design, appearance, and color as the existing door.
 - 11. Patio Doors – Replacements shall be the same design, appearance, and color as the existing door. Sliding doors may be changed to French doors and shall be painted to match the color scheme of the house.
 - 12. Balcony Doors – Replacements shall be the same design, appearance, and color as the existing door.
 - 13. Trellises – Color shall match the wood trim of the residence. Trellises may not be attached to the exterior of the residence or to the perimeter wall. Trellises shall be kept below the height of party walls and perimeter walls.

VI. Forms:

- 1. [ARC Application](#)
- 2. [Northpark Exhibits](#)

EVERGREEN COMMUNITY ASSOCIATION

ARCHITECTURAL APPROVAL APPLICATION

www.EvergreenNorthpark.com

Complete Northpark Architectural Approval Application. Attach plans, drawings, photo, brochures, list of materials, etc., and submit the packet along with this Form to:

Evergreen Architectural Committee

Crummack Huseby Property Management, 25531 Suite 100, Commercentre Drive, Lake Forest, CA 92630

Owner:		Date:
Property Address:		
Phone:	Email:	
Mailing Address (If Different)		

1. No work shall commence without written approval from Evergreen ARC.
2. Building permits for the proposed work may be required. The Owner is responsible for obtaining permits. The ARC does not approve permits or determine structural, safety, engineering, or conformance with building codes.
3. The ARC's decision shall be based on the CC&Rs, Evergreen and Northpark standards, and the judgement of the Committee.
4. I have read the Evergreen CC&R's, *Evergreen Rules and Regulations and Architectural Control Standards*, and *Evergreen Application Review Guidelines*. These documents are contained in www.evergreennorthpark.com
5. I understand and agree to the terms and conditions of the ARC's review of my application.

OWNER SIGNATURE:	DATE:
OWNER SIGNATURE:	DATE:

THIS PORTION TO BE COMPLETED BY EVERGREEN ARC

[] APPROVED

[] DENIED

[] APPROVED subject to the following CONDITIONS:

Signed _____ Date _____
Evergreen Architectural Review Committee

I/We accept the CONDITIONS described above. Any changes or modifications require re-submission to the ARC.

Signed _____ Date _____
Owner

Signed _____ Date _____
Owner

Approved May 21, 2020

Evergreen Community Association
ARC Pre-Approved Improvements

Certain exterior improvements may be made to an Owner's Lot without obtaining prior written approval from the Evergreen Architectural Review Committee (ARC), so long as the Owner submits the ARC application showing that the modification is being installed in accordance with the guidelines listed below. **Owners must still complete and submit the ARC form prior to making the modifications.** Once this form has been submitted, the Owner may proceed with the work. This pre-approval is entirely based on the precondition that the Owner shall comply with the Association's Architectural Guidelines.

In the event the Owner fails to comply with the guidelines, the Association may require the Owner to make corrections to bring the improvement into compliance or to restore it to the original condition. Changes or corrections will be done at the Owner's sole cost and expense.

Air Conditioning – Replacement of exterior condensers are to be placed on the side of the house in the same location as the original unit. Specifications should be a similar size and rating. Window A/C units are not permitted.

Flag Pole Mounts – One mount is permitted per residence. Size should be suitable for a pole that does not exceed six feet in length. Color shall match the surface upon which the mount is located. The highest point of Flag Poles shall be below the roof line of the residence.

Garage Remote Entry Pads – One remote is permitted per residence. The pad shall be located only on wood trim of the garage. Color shall match the trim as closely as possible.

Gates – Rear gate specifications shall match the design, size, and materials of the wood gate as originally installed by the Builder. Color shall match the residence trim code. Front gates shall be metal, vertical stake, flat top, painted black, and limited to the height of the entry wall. Gates are not to be attached to the block wall. Temporary gates, screens, or partitions are not permitted.

Screen Doors – Only "vanishing" type screen doors are permitted. Color of frame shall match the door trim color as much as possible.

Door Bell Video Devices – Products such as "Ring" are permitted as replacements for existing door bell buttons located at the front of the

residence. Size is limited to 5" x 3". Color should match stucco as closely as possible.

Patio Wall Lights – The original Evergreen construction patio light fixture, which is 4.5" W x 4" D x 6" H, is no longer commercially available. If damaged or broken, a comparable replacement lamp may be installed, subject to the following conditions:

1. Lamps must be in the Craftsman or Prairie style, and not more than 12" H.
2. Lamp bulbs may be LED, but must be equivalent to 2K – 2.8K Kelvin color temperature (warm yellow or gold). Pure white light bulbs are not permitted.
3. Overall brightness must not cause "light trespass" with neighbors (i.e. interfere with a neighbor's enjoyment and use of their property).
4. Lamps must be flush wall mounted or with extensions less than 4" (no chains or flexible extensions).
5. Lamp finish must be powder coated steel, dark bronze, black, or copper. No brushed aluminum, bright or shiny metal, or other colors (red, yellow, white, etc.)
6. Solar powered lights are acceptable only if the solar panel is not larger than 6" x 6".
7. If a lamp is installed anywhere other than in the original mounting area, then ARC must approve before installation.
8. Visible conduits or external cords are never permitted.
9. Installation of string lights that are anchored to walls, roofs, windows, railing and balconies are not permitted.

Examples of allowed lamps:



Examples of lamps that are not allowed:



Satellite Dish:

1. Eaves, rafters, fascia headers and soffits, are preferred locations for mounting dishes. Installations are not permitted on roofs, windows, doors, balconies, gates, stucco surfaces, or block walls.
2. Dishes must be located in the least conspicuous place possible; ideally, shielded from public view or from other Owner's Units.
3. Wires, cables, or conduit are not permitted to be attached on, or extend across exterior surfaces of the Unit. Soffit vents are the preferred entry point for wiring.
4. Any wiring that is placed through an exterior wall shall run as inconspicuously as possible and ensure water tight integrity.
5. Maximum of two dishes are permitted per Unit.
6. Color of dish, supports, and brackets shall be compatible with the Unit's color scheme.
7. Dish may not be placed on the front of the Unit
8. Dish may not be placed on another Owner's Unit or in the air space of another Owner's Unit.
9. Owner is encouraged to have the Dish installed by a professional.
10. When dish is removed, all hardware must be removed and exterior surfaces restored and painted.
11. Any exceptions to these Guidelines will require submission of an [Evergreen Architectural Approval Application](#).



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EXHIBIT F

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 not a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

Insightful. In person. Invaluable.



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EXHIBIT G

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 not a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

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Exhibit H

OWNER CONTACT INFORMATION REQUEST

Effective January 1, 2017, per Senate Bill 918, common interest developments are required to annually solicit from each homeowner the following information:

1. The address to which notices from the association are to be delivered;
2. An alternate or secondary address to which notices from the association are to be delivered;
3. The name and address of each owner's representative, if any, including any person holding a power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest; and
4. Whether the separate interest is owner occupied, leased, or vacant.

In accordance with these requirements, please provide your response to the below inquiries for your home at Evergreen Community Association and email this form to management at billing@ch-pm.com.

If your mailing address is the property address, you are not required to provide an alternate mailing address. If you provide one, the Association will be required to mail important association documents both addresses which may increase Association expenses. If this form is not received, we continue to use the last address which was provided to management.

- 1) Property Address in Evergreen Community Association:

- 2) Owner Name(s):

- 3) The address to which notices from Evergreen Community Association are to be delivered:

Street Address	City	State	Zip
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- 4) Alternate or secondary address to which notices from the association are to be delivered, if any (notices will be sent to both the primary and alternate address):

Street Address	City	State	Zip
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- 5) The name and address of each owner's representative, if any, including any person holding a power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest:

- 6) This separate interest is: (check one)

☐

Leased

☐

Owner-occupied

☐

Vacant

Please return this form via email to billing@ch-pm.com or it can be mailed to
Crummack Huseby C/O Billing Department 25531 Commercentre Drive, Lake Forest, CA 92630.