

# HOA Notes Buyer Brief

Public sample (identifying details redacted)

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## HOA Disclosure Packet Analysis: Sample HOA Master Association

**SAMPLE** - This is a public-facing example of the HOA Notes buyer brief. Identifying details (community name, city, recording instruments, individual names, tract names, street names, and management company names) have been replaced. The analytical structure, statute citations, page-cite form, and red-flag taxonomy match exactly what you receive on a real packet.

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### 0. Headline Financials at a Glance

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- **Monthly dues:** (not stated in this packet; CC&Rs only set the historical 1989-era cap of \$818.88/year per Lot, Art. VI §3)
  - **Reserve fund:** Percent funded against recommended (not stated in this packet; no reserve study or pro forma budget is included)
  - **Special assessments active or pending:** None disclosed in packet
  - **Pending or threatened litigation:** None disclosed in packet
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### 1. Property + Association Snapshot

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- **Name:** Sample HOA Master Association, a California nonprofit mutual benefit corporation (Articles of Incorporation, filed Feb. 10, 1989; Certificate of Secretary of State, Feb. 15, 1989).
- **Location:** Originally unincorporated [California county], now within the City of [California city] (Community Design Guidelines, Introduction).
- **Year established:** Incorporated February 10, 1989; original Master Declaration recorded Sept. 5, 1989 (Instrument No. [redacted]).
- **Document set versions/dates:**
  - Amended and Restated Master Declaration of CC&Rs, recorded May 18, 2010 (Instrument No. [redacted]), executed April 28, 2010.
  - Amended and Restated Bylaws, adopted April 28, 2010 (Certificate of Secretary dated May 2010).

## HOA NOTES

- Articles of Incorporation, filed Feb. 10, 1989.
  - Rules and Regulations, rev. 01-02-07.
  - Community Design Guidelines, rev. 4/2020.
  - Delinquent Assessment Collection Policy, effective June 2020.
  - Sign Rules (undated; supersedes prior sign rules).
  - Storm Water Run-Off policy (post-2010 storms; undated).
  - Tree Trimming, Relocation and Removal Policy, adopted March 11, 2009.
  - **§4525 disclosure categories present vs. missing:** Approximately **3 of 12** core §4525 categories are present in this bundle. Present: governing documents (CC&Rs, Bylaws, Articles), operating rules, and assessment collection/lien-enforcement policy. Missing: current pro forma operating budget, reserve study/funding disclosure summary, annual policy statement, financial review/audit, insurance summary disclosure, assessment and reserve funding disclosure summary form, minutes of last 12 months of board meetings, statement of fees/charges to transferring owner, and disclosure of pending litigation/claims.
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## 2. Governance Summary

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The Association is governed by a **five-member Board of Directors** (Bylaws, Art. V §1) elected by **Delegates** representing each of ten Delegate Districts. Each Delegate District corresponds to a sub-development and elects one Delegate who casts the votes of all Members in that District (CC&Rs, Art. IV §§3 to 4). The named Delegate Districts (CC&Rs, Exhibit "E") are: **(1) Tract A, (2) Tract B, (3) Tract C, (4) Tract D, (5) Tract E, (6) Tract F, (7) Tract G, (8) Tract H, (9) Tract I, and (10) Tract J**. Five of these are condominium sub-associations identified in the Rules and Regulations: **Tract B (416 homes), Tract C (256), Tract D (132), Tract E (156), and Tract I (82)**; the balance (639 single-family homes) totals 1,042 condos plus 639 SFRs across the master. Sample HOA is itself a sub-association of, and a Delegate District (No. 42) within, the **[Master Community Association]** (CC&Rs, Art. I §§7, 15; Art. V). Original first directors named in the Articles were [five director names redacted] (Articles, Art. IV); the packet does not identify the current sitting board members or officers by name. Officers (President, Vice-President, Secretary, Treasurer) are elected by the Board (Bylaws, Art. VII).

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## 3. Use Restrictions (8)

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1. **Single-family residential only / no business use.** Lots may only be used as single-family residences; no commercial, manufacturing, mercantile, storage, or vending use; incidental professional/administrative home occupations allowed only with no external evidence (CC&Rs, Art. III §§1 to 2).
2. **Leasing, 30-day minimum, whole-unit only.** No lease for a term less than 30 days; no leasing of less than the entire Dwelling Unit; lease must be in writing and subject to governing documents (CC&Rs, Art. III §17; Rules p. 5). Garages may not be separately leased (Rules p. 10).

3. **Pets.** Usual household pets (dogs, cats, fish, birds) only; ordinarily no more than **two pets per household**; no breeding/commercial; animals must be leashed or enclosed; owners must clean up after pets (CC&Rs, Art. III §6; Rules p. 11).
  4. **Parking and vehicles.** Vehicles must park within designated parking areas (garage and driveway first, then street). No commercial vehicles, RVs, campers, motor homes, boats, trailers, or inoperable vehicles parked on the property or streets except in enclosed garages; RV loading/unloading limited to 4 hours; vehicle repairs only inside closed garage; garage doors must remain closed except during use (CC&Rs, Art. III §5; Rules p. 10).
  5. **Architectural control.** No exterior construction, alteration, addition, paint change, or landscape modification without prior written Architectural Committee approval; 30-day review window; failure to obtain approval is a CC&R violation (CC&Rs, Art. XI §2; Community Design Guidelines, Plan Submittal Requirements).
  6. **Satellite dishes / antennas.** Dishes ≤1 meter (39.37 in.) and MMDS antennas permitted in owner's exclusive-use area, installed in least-visible location achieving acceptable signal; must be screened or painted to match; broadcast antennas only if indoor reception inadequate; no exterior radio/CB/ham antennas; written notification to Association required after installation (Rules pp. 12 to 13; Community Design Guidelines §I.B.23).
  7. **Signs.** No signs displayed to public view without Architectural Committee consent except: one For Sale/Lease sign per lot (≤4 sq ft, single post, ≤4'6" tall, removed within 24 hrs/7 days of close); Open House signs (≤9"×24", Thurs/Sat/Sun only, dawn to dusk); political signs (max 3, ≤24"×36", 60 days before/3 days after election); one decorative flag plus US flag (CC&Rs, Art. III §4; Sign Rules).
  8. **Nuisance / noise / trash.** No noxious or offensive activity; no exterior speakers, loud noises, smoky vehicles; trash containers must be screened, may be at curb only 24 hrs before/after pickup; no exterior fires except contained barbecues/fire pits; no clothes drying visible to others (CC&Rs, Art. III §§3, 7; Rules p. 4).
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## 4. Financial Obligations

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- **Regular Assessment basis:** Uniform rate per Lot for Planned Development and Condominium Project Lots, collected monthly unless Board sets another period (CC&Rs, Art. VI §8). Original maximum Regular Assessment was **\$818.88 per Lot per year** as of conveyance of the first Lot (CC&Rs, Art. VI §3).
- **Increase caps:** Board may raise Regular Assessment up to **20% per year** without member vote; greater increases require a **majority vote at a meeting with quorum** (more than 50% of Members) (CC&Rs, Art. VI §§3, 5). Special Assessments aggregating more than **5% of the budgeted gross expenses** in any fiscal year require the same majority/quorum approval (CC&Rs, Art. VI §4). Emergency exceptions per CC&Rs Art. VI §6 (court order, threat to safety, unforeseen extraordinary expense with written Board resolution).
- **Special Assessment triggers:** Capital improvement construction/reconstruction/repair/replacement on Common Area, plus any other Board-authorized undertaking (CC&Rs, Art. VI §4).

## HOA NOTES

- **Reimbursement Assessments:** Levied against an Owner for costs incurred by the Association on that Owner's behalf, or as monetary penalties for governing-document violations (CC&Rs, Art. I §33; Art. VI §7).
- **Lien rights:** Assessments unpaid become a lien on the Lot upon recording a Notice of Delinquent Assessment in the County Recorder's office. Lien may be foreclosed judicially or by power-of-sale per Civil Code procedures (CC&Rs, Art. VI §12). Lien is subordinate only to first deeds of trust/ mortgages and tax liens.
- **Late fees / interest:** Late charge of **\$10 or 10%, whichever is greater**, after 15-day grace period. Interest accrues at **12% per annum** beginning 30 days after the due date (CC&Rs, Art. VI §17; Delinquent Assessment Collection Policy, June 2020).
- **Collection fee schedule (Delinquent Assessment Collection Policy, June 2020):**
  - Intent to Lien Letter with Title Check: **\$250.00**
  - Notice of Delinquent Assessment Lien: **\$275.00**
  - Intent to Foreclose Letter: **\$75.00**
  - Release of Lien: **\$165.00**
  - Foreclosure Package: **\$350.00**
  - Title Report: **\$65.00**
  - Notary Service: **\$15.00**
  - Recording Service: **\$50.00**
  - State SB2 Recording Fee: **\$75.00**
  - Additional Letter Fee: **\$25.00**
  - Courtesy reminder notice: **\$25.00**
- **Foreclosure thresholds (Civil Code §5720, restated in Collection Policy):** No nonjudicial/judicial foreclosure unless delinquent assessments exceed **\$1,800** (excluding accelerated assessments, late charges, fees, attorneys' fees, interest, and collection costs) **or** are more than 12 months delinquent. Decision to foreclose requires majority Board vote in executive session, recorded in next open-session minutes by parcel number only.
- **Fining schedule for rule violations (Rules, Enforcement Policy; Community Design Guidelines §III.B.13):**
  - First hearing: **\$100**
  - Second hearing: **\$300**
  - Third and subsequent hearings: **\$1,000** per violation, recurring every 30 days until cured
  - Unapproved architectural work: **\$1,000** per 30-day period of non-compliance
- **Management company:** Three different management firms appear in the packet, indicating a transition or document inconsistency: **[Management Company A]** (Rules, p. 13, rev. 2007); **[Management Company B]** (Community Design Guidelines, rev. 4/2020); and **[Management Company C]** (Delinquent Assessment Collection Policy, June 2020, payment address). The most recent document (June 2020 collection policy) names Company C as the lockbox/payment processor while the April 2020 Design Guidelines name Company B as the architectural-submission contact. Buyer should confirm current managing agent.

## HOA NOTES

- **Audit threshold:** A CPA review of the annual financial report is required for any fiscal year in which gross income exceeds **\$75,000** (CC&Rs, Art. XVII §1(c)(iv)). No named auditor is identified in the packet.
  - **Reserve account controls:** Withdrawals require signatures of two Board members, or one non-Board officer (CC&Rs, Art. XVII §5(b)).
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## 5. Red Flags for a Buyer

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**H** **HIGH: No current financial disclosures in this packet.** The bundle contains no pro forma operating budget, no reserve study, no balance sheet, no annual financial report, no insurance summary, and no statement of pending assessments. CC&Rs Art. XVII requires these be prepared and distributed annually, but they are not part of this disclosure. A buyer cannot evaluate the financial health, reserve funding percentage, or current monthly dues from this packet alone. **Buyer's attorney should compel production before removing contingencies.**

**H** **HIGH: Stale governing-document references to Civil Code.** The CC&Rs (2010) cite Civil Code §§1365, 1365.5, 1366, 1376, and 1356 (Art. VI §17; Art. XVII; Art. XX §4). The Davis-Stirling Act was reorganized effective Jan. 1, 2014, renumbering these provisions (e.g., §1365 became §§5300/5500-series; §1366 became §§5650/5725; §1376 became §5850; §1356 became §4275). The 2020 Collection Policy correctly uses the new numbering, but the CC&Rs and Bylaws have not been conformed. Buyer should expect interpretive friction; the current statute controls notwithstanding the CC&Rs' obsolete cross-references.

**H** **HIGH: Documented history of storm-water/drainage problems.** The Storm Water Run-Off policy describes severe damage during the December 2010 storms (3.89 inches in 4 days) affecting homes "along [Uphill Street A] and [Uphill Street B]" along the east-side uphill slope, with undersized 3" PVC drains penetrating perimeter walls, silt buildup blocking drains, and overwhelmed v-ditch inlets. The Association installed splash walls and modified inlets but explicitly disclaims responsibility for downstream homeowner damage under California's "natural flow doctrine." Standard homeowners insurance excludes flood perils; the policy recommends owners purchase separate flood insurance or "Back-up of Sewers & Drains" coverage. **If the subject property is on [Uphill Street A], [Uphill Street B], or any downslope lot, this is a material adverse condition.**

**M** **MEDIUM: No view protection.** CC&Rs Art. III §14 expressly states owners consent to view impairment from construction or installation by Declarant, and the Tree Policy (March 11, 2009) confirms the Association does not guarantee views. Buyers paying a premium for an apparent view should understand it is not protected.

**M**

**MEDIUM: Foreclosure power and aggressive collection cost stack.** Combined fees from a single delinquency (pre-lien \$250 + lien \$275 + intent to foreclose \$75 + foreclosure package \$350 + title \$65 + recording \$50 + SB2 \$75 = ~\$1,140 before attorneys' fees) plus 12% interest can compound quickly (Delinquent Assessment Collection Policy, June 2020). Standard for California HOAs, but worth disclosing.

**M**

**MEDIUM: Two-tier sub-association structure with potentially layered dues.** Five of the ten Delegate Districts (Tracts B, C, D, E, and I) are condominium projects with their own sub-associations (Rules p. 3). Owners in these tracts pay master dues plus sub-association dues plus [Master Community Association] dues. The packet does not include sub-association documents. Buyer of a condo unit should request the applicable sub-association's CC&Rs, budget, and reserve study separately.

**M**

**MEDIUM: Architectural enforcement is strict and retroactive.** Community Design Guidelines §III.B require removal of unapproved improvements at owner expense. If the subject property has any non-original exterior feature (paint, hardscape, awnings, satellite dish placement, fencing, solar panels, artificial turf, play structure, fireplace), buyer should obtain proof of Architectural Committee approval and a Notice of Completion on file; otherwise buyer inherits the violation.

**L**

**LOW: Management company inconsistency across documents.** Rules (2007) reference Company A; Design Guidelines (April 2020) reference Company B; Collection Policy (June 2020) lists Company C as payment processor. This may reflect normal management turnover but should be confirmed.

**L**

**LOW: Bylaws still reference Class B membership and FHA/VA approval rights.** Bylaws Art. X §3 makes amendments contingent on VA/FHA approval "[s]o long as there is a Class B membership." The Class B (Declarant) membership has almost certainly long since converted given the original 1989 recordation; this is a vestigial provision but creates ambiguity for any future amendment.

## 6. Agent Talking Points

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- "This community has 10 sub-neighborhoods, and 5 of them are condo projects with their own separate HOAs on top of the master association. If we're looking at a condo, you'll be paying two sets of dues plus a third charge to the larger master community association, so we need to get all three budgets before you commit."
  - "The seller did not include a current budget, reserve study, or financial statement in what I received. California law requires the HOA to give you those when you buy, and we should not waive your inspection contingency until we have them in hand and have looked at how well-funded the reserves are."
  - "There's a documented history of drainage and storm-water flooding on the uphill side of the community, particularly on two named streets. The HOA's own report from after the 2010 storms says owners have to buy separate flood insurance because regular homeowners insurance doesn't cover this. I want to check whether the subject property has had any water claims."
  - "The HOA enforces architectural rules aggressively, and they can fine up to \$1,000 every 30 days and force removal of any improvement that wasn't approved in writing. Before we close, I want to make sure every exterior change on this property, paint, landscaping, patio cover, satellite dish, anything, has an approved file with the management company."
  - "There is no view protection in this community. The CC&Rs say outright that you accept any view loss caused by trees or construction. If part of why you like this house is the view, understand that the HOA can let trees grow and is not obligated to trim them for your sightlines."
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## 7. Coverage Gaps (Top 5)

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1. **Current pro forma operating budget and reserve study/funding disclosure.** Buyer's attorney should request from the HOA. *Why this matters:* Without a reserve study you cannot tell whether reserves are adequately funded, whether a special assessment is likely in the next 1 to 5 years, or whether deferred maintenance is being concealed.
  2. **Pending and threatened litigation disclosure / claims history.** Buyer's attorney should request from the HOA. *Why this matters:* California master-planned communities of this age and size frequently have construction-defect, slope-stability, or insurance-recovery actions that materially affect dues, special assessments, and resale.
  3. **Current insurance certificates (master policy, D&O, fidelity, earthquake, flood).** Buyer's attorney should request from the HOA. *Why this matters:* Given the documented drainage exposure, the buyer needs to confirm what perils the master policy covers, the deductible (which can be passed back to owners), and whether the Association carries flood coverage at all.
  4. **Sub-association documents for the applicable condo project (if buying into Tract B, C, D, E, or I).** Buyer's attorney should request from the HOA and/or sub-association. *Why this matters:* The sub-association sets a second layer of dues, restrictions, and reserves; this packet contains only the master.
  5. **Architectural compliance file for the specific lot, including all approved applications and Notices of Completion.** Buyer's attorney should request from the HOA. *Why this matters:* Any unapproved improvement becomes the buyer's problem at closing, with potential forced removal and \$1,000-per-month fines until cured.
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## 8. Document Inventory

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1. **sample-ccrs-amended-restated-2010-05-18.pdf** (81 pp.), Amended and Restated Master Declaration of CC&Rs, recorded May 18, 2010. Establishes use restrictions, assessments, architectural control, easements, delegate-district governance, lender protections.
  2. **sample-bylaws-amended-restated-2010-05-27.pdf** (15 pp.), Amended and Restated Bylaws adopted April 28, 2010. Sets 5-director board, election procedures, officer duties, meeting/quorum rules, indemnification.
  3. **sample-articles-of-incorporation.pdf** (6 pp.), Articles of Incorporation filed Feb. 10, 1989; California nonprofit mutual benefit corporation; names original five directors; agent for service [redacted].
  4. **sample-rules-and-regulations-2007-01-02.pdf** (15 pp.), Operating rules covering tenants/guests, signs, parking, pets, satellite dishes, fining schedule, and violation report form. Most recent revision 2007.
  5. **sample-community-design-guidelines.pdf** (35 pp.), Comprehensive architectural and landscape guidelines, rev. April 2020, including submittal procedures, plant palette references, paint policy, construction rules, neighbor-awareness requirement.
  6. **sample-delinquency-collection-policy-2020-06.pdf** (7 pp.), Delinquent Assessment Collection Policy effective June 2020; sets late fees, interest, lien procedures, foreclosure thresholds, IDR/ADR rights, fee schedule.
  7. **sample-sign-rules.pdf** (3 pp.), Updated sign policy covering Open House, garage sale, political, celebratory, warning, For Sale, and flag display rules; supersedes prior sign rules.
  8. **sample-flood-water-response.pdf** (5 pp.), Storm Water Run-Off policy (post-2010); explains natural flow doctrine, identifies known problem areas (two named uphill streets), describes mitigation (splash walls, modified inlets), and recommends owner-purchased flood insurance.
  9. **sample-tree-policy-2009-03-11.pdf** (4 pp.), Tree Trimming, Relocation and Removal Policy adopted March 11, 2009; clarifies no view guarantee, sets process for maintenance requests, damaged/dead tree removal, and owner-funded landscape modifications.
  10. **sample-spq-seller-property-questionnaire.pdf** (6 pp.), Seller's Property Questionnaire (C.A.R. Form SPQ), signed by seller; covers known defects, prior repairs, insurance history, permit history, neighborhood awareness, and HOA-violation history for the subject lot.
  11. **sample-tds-transfer-disclosure-statement.pdf** (3 pp.), Real Estate Transfer Disclosure Statement (Civil Code §1102 series, C.A.R. Form TDS), signed by seller and both agents; covers structural, environmental, legal, and financial conditions plus listing-agent and selling-agent visual inspections.
  12. **sample-nhd-natural-hazard-disclosure.pdf** (8 pp.), Natural Hazard Disclosure Statement (C.A.R. Form NHD) plus third-party hazard report; covers FEMA flood, dam inundation, fire severity, wildland fire, Alquist-Priolo, seismic liquefaction and landslide, tsunami, military ordnance, and commercial-zoning notices.
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# Disclosure Document Analysis

## SPQ-1: Known Defects and Condition Flags

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### HIGH severity

1. **Past water intrusion (Q.II.A.1 and Q.III.B.5).** Seller marked "Yes" and added: "Water staining on dining-room ceiling repaired 2019 after roof valley re-flashed; no recurrence." *Buyer impact:* Confirms a prior moisture event consistent with the runoff pattern the HOA's Storm Water policy describes. Buyer's inspector should pull moisture readings on the upstairs valleys and adjacent drywall.
2. **Unpermitted patio cover (Q.II.D.2).** Seller marked "Yes" and added: "Aluminum patio cover installed by prior owner circa 2014; no permit located; built against rear elevation." *Buyer impact:* Architectural Committee approval is required for any exterior structure (CC&Rs, Art. XI). Buyer inherits both the city permit exposure and the HOA fine exposure of up to \$1,000 per 30-day period (Community Design Guidelines §III.B.13).

### MEDIUM severity

1. **HVAC age (Q.II.C.4).** Seller marked "Yes" and added: "Original 2008 HVAC; functional; serviced August 2025." *Buyer impact:* 17-year-old equipment is at or past typical replacement life. Budget \$8,000 to \$15,000 for replacement, possibly more if duct or refrigerant upgrades are triggered to meet current code.
2. **Insurance claim history (Q.II.G.1).** Seller marked "Yes" and added: "One claim, 2019, water damage from valley flashing, paid \$7,400." *Buyer impact:* A prior water claim within 5 years can complicate a new policy bind. Buyer should run a CLUE report and confirm bindability with their carrier before contingency removal.
3. **HOA fine history (Q.III.B.2).** Seller marked "Yes" and added: "One fine 2022, cured after re-paint to approved palette color." *Buyer impact:* Confirms the HOA enforces paint color, consistent with Community Design Guidelines §III.B. Verify the lot is currently in compliance before close.

### LOW severity

1. **Minor stucco hairline cracking (Q.II.A.3).** Seller marked "Yes" and added: "Cosmetic; settled; no movement observed." *Buyer impact:* Standard for a 30-plus-year-old stucco wall; inspector should confirm no separation at penetrations.
2. **Garage door opener (Q.II.E.1).** Seller marked "Yes" and added: "Older opener; reverses correctly; original remotes." *Buyer impact:* Replacement is a \$400 to \$700 item if buyer wants smart-home integration.

## SPQ-2: Seller's Material Disclosures

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- **Neighborhood:** "Construction noise from neighboring lot summers 2023 to 2024 during pool installation; resolved." *Buyer impact:* Confirms recent adjacent work; check whether that work itself triggered HOA approvals on shared walls or drainage.
- **Permits:** "City building permit history pulled; pool, water heater, electrical panel upgrade on file. Aluminum patio cover NOT on file." *Buyer impact:* Seller has affirmatively confirmed the patio cover is unpermitted, consistent with SPQ-1 item 2.
- **Insurance:** See SPQ-1 item 4 (one water claim 2019, \$7,400). No denials, non-renewals, or excluded perils disclosed.
- **Deaths on the property:** "None within 3 years (Civil Code §1710.2)." None disclosed.
- **Pending legal actions:** "None known." None disclosed.
- **Environmental:** "Home built 1990; no lead-paint testing performed." Seller invoked the pre-1978 lead presumption as not applicable. No asbestos or radon testing performed or disclosed.
- **Additional information write-in:** "HOA assessment cycle is on track; no special-assessment notices received in the last 12 months." Useful confirmation but does not substitute for the missing pro forma budget flagged in Section 7.

## SPQ-3: SPQ Red Flags (Top 5)

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**H**

**HIGH: Unpermitted patio cover.** Seller affirmatively states the cover was installed without permit or HOA approval. *Why this matters:* Buyer inherits both city permit exposure (potential demolition order) and HOA fine exposure of up to \$1,000 per 30-day cycle. *Next step:* Buyer's attorney should require seller to either secure retroactive permits and Architectural Committee approval, or remove the structure, as a condition to close.

**H**

**HIGH: Documented water intrusion event in 2019.** Roof valley re-flashed after dining-room ceiling stain. *Why this matters:* The HOA's own Storm Water Run-Off policy describes severe runoff issues in this community. A prior intrusion on this lot pattern-matches that risk. *Next step:* Buyer's inspector should perform a moisture survey of all roof valleys, exterior wall penetrations, and attic insulation above the affected ceiling.

**M**

**MEDIUM: Prior water insurance claim (\$7,400 in 2019).** Within the 5-year CLUE window. *Why this matters:* A prior water-loss claim can lead to a higher premium, a coverage exclusion (most commonly "ensuing water"), or refusal to bind. *Next step:* Buyer should obtain a CLUE report and have their insurance carrier confirm bindability and exclusions before removing the loan or inspection contingency.

**M**

**MEDIUM: HVAC at end of life.** 2008 unit, 17 years old. *Why this matters:* Replacement is typically \$8,000 to \$15,000 and may trigger duct, refrigerant, or efficiency upgrades to meet current code. *Next step:* HVAC inspector should report on compressor amperage, refrigerant type, and ductwork condition; budget replacement into the buyer's first-year carrying cost.

**M**

**MEDIUM: HOA paint-color fine on record (2022).** Suggests a prior owner ran afoul of the Community Design Guidelines. *Why this matters:* A repeat violation on the same lot can escalate to a higher fine tier under §III.B.13. *Next step:* Pull the architectural compliance file for the lot (already flagged in Section 7) and verify the current paint scheme is on the approved palette.

## TDS-1: Seller Disclosures

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### Structural and systems

- **Roof: YES (Section II.A.1).** Seller noted: "Valley re-flash 2019 after staining incident; no leaks since." Consistent with SPQ disclosure.
- **Plumbing: YES (Section II.A.4).** Seller noted: "Water heater replaced 2021; gas line connection permitted."
- **Electrical: YES (Section II.A.5).** Seller noted: "200-amp panel upgrade 2017, permitted."
- **HVAC: YES (Section II.A.6).** Original 2008 system; matches SPQ-1 item 3.
- **Drainage and grading: YES (Section II.C.1).** Seller noted: "Property slopes east to west; rear-yard French drain installed by HOA 2012." Cross-reference HOA Storm Water Run-Off policy.

### Improvements and additions

- **Room additions or alterations: YES (Section II.D.1).** Seller noted: "Aluminum patio cover added by prior owner; no permit on file." Same item as SPQ-1 item 2; flagged here for buyer attention.
- **All alterations performed with permits: NO (Section II.D.2).** Combined with the affirmative "Yes" above, this is a known permit gap.

### Environmental

- **Flooding or drainage: YES (Section II.C.1; cross-reference above).** Same item.
- **Soil stability: NO.** No subsidence or movement reported.
- **Lead paint: N/A.** Home built 1990; pre-1978 rule not applicable.

### Legal and financial

- **Special assessments: NO (Section II.E.4).** "No notice received." Consistent with HOA packet (no current special assessment disclosed).
- **CC&R or governing-document violations: YES (Section II.E.5).** Seller noted the 2022 paint-color fine (cured) and the unpermitted patio cover (not cured).

## HOA NOTES

- **Lawsuits affecting title: NO.**

**Flagged: "Yes" with no explanation.** None. Seller provided explanations for every "Yes" item.

## TDS-2: Agent Disclosures

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### Listing Agent's Inspection (Section III):

- Aluminum patio cover present on rear elevation; no permit signage visible. Flagged for buyer attention.
- Faint dining-room ceiling discoloration adjacent to roof valley, consistent with seller's repaired-leak disclosure.
- Side-yard concrete walkway shows minor lift, approximately 1/2 inch at the joint nearest the rear gate.
- Listing agent disclaims expertise in structural, drainage, or HOA-compliance matters and recommends independent inspection.

### Selling Agent's Inspection (Section IV):

- Down-slope view of the rear lot line is partially obscured by mature vegetation; recommends buyer walk the rear common-area boundary with a flashlight.
- Did not inspect the attic, crawl space, or roof.
- Notes that the patio cover and ceiling-stain items from the listing agent are consistent with the seller's SPQ responses.

**Discrepancy check:** None. The listing agent's visual observations align with the seller's written SPQ disclosures on the patio cover, the dining-room ceiling, and the drainage path.

## NHD-1: Hazard Zone Memberships

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- **FEMA Special Flood Hazard Area (Zone A or V):** NO (Zone X, area of minimal flood hazard, per FEMA panel 06059C0XXXX dated 2009).
- **Dam Inundation Zone:** YES (within the inundation boundary for [Reservoir Name redacted], per California Office of Emergency Services dam-inundation map).
- **Very High Fire Hazard Severity Zone (state or local):** YES (designated by CAL FIRE as Very High Fire Hazard Severity Zone, Local Responsibility Area).
- **Wildland Fire Area (state responsibility area):** NO (the property is within an LRA, not an SRA).
- **Earthquake Fault Zone (Alquist-Priolo):** NO (not within an Alquist-Priolo Earthquake Fault Zone per the most recent state map).
- **Seismic Hazard Zone (liquefaction):** NO (not designated for liquefaction).
- **Seismic Hazard Zone (landslide):** YES (within a Seismic Hazard Zone for earthquake-induced landslide, per California Geological Survey Zone of Required Investigation).
- **Tsunami Inundation Zone:** NO (inland location).

## HOA NOTES

- **Former Military Ordnance Location:** NO (no formerly-used defense site within 1 mile).
- **Commercial or Industrial Zoning Notice:** NO.
- **Reporting company:** [NHD provider name redacted]
- **Report date:** [report date redacted]
- **Property address as reported:** [subject property street address redacted], [California city], CA [zip redacted]

### What the YES zones mean for the buyer:

- **Dam inundation:** No insurance product is keyed to this zone (dam-failure is a state OES disclosure, not a FEMA flood-insurance trigger), but it should be disclosed to the buyer's lender and noted in the buyer's emergency-planning file. Mortgage lenders do not require dam-inundation insurance.
- **Very High Fire Hazard Severity Zone (LRA):** Insurance carriers price this zone aggressively. Buyer should obtain a homeowners-insurance quote before contingency removal; the California FAIR Plan plus a "wrap" policy may be the only path with some carriers' current eligibility rules. Defensible-space compliance under PRC §4291 is the homeowner's responsibility within 100 feet of any structure.
- **Seismic landslide zone:** California Geological Survey Zone of Required Investigation. A geotechnical report may be required if the buyer plans any addition, swimming pool, retaining wall, or substantial grading. The HOA's Storm Water Run-Off policy reference to slope-driven runoff is consistent with this designation.

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This buyer brief is research support derived from documents the buyer's agent provided. It is not legal advice. The buyer's attorney should independently verify the citations, confirm any §4525 disclosure categories listed as missing, and review pending litigation or special assessment exposure before close of escrow.