

AllWest Environmental

PROPERTY CONDITION ASSESSMENT

**Summerwood Apartments, 444 Saratoga Avenue
Santa Clara, CA 95050**



PREPARED FOR:

**Interstate Equities Corporation
4970 El Camino Real, Suite 220
Los Altos, California 94022**

**ALLWEST PROJECT 24120.60
October 3, 2024**

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PROPERTY CONDITION ASSESSMENT

Summerwood Apartments, 444 Saratoga Avenue,
Santa Clara, CA 95050

I. EXECUTIVE SUMMARY

AllWest has completed a Property Condition Assessment of the above referenced site in accordance with ASTM E2018-24. On September 19 and 20, 2024, AllWest visited the property and observed the condition of the structures and exterior site elements. Ricardo Landa, the property's maintenance manager, accompanied us during the site visit and provided interior and flat roof access. Some additional information and documentation concerning the maintenance history of the property were provided by the property owner and reviewed during the preparation of this report.

This Property Condition Assessment was conducted on behalf of Interstate Equities Corporation for acquisition purposes.

We conducted research with the Santa Clara Building, Planning, and Fire Departments for violations information, property permits, inspections information, and reports.

This Executive Summary is provided solely for the purpose of overview. Any party who relies on this report must read the full report. The Executive Summary may have omitted important details, any one of which could be crucial to the proper understanding and subject matter risk assessment.

The purpose of this report is to inform the reader of the existing condition of the civil, architectural, and landscape components, as well as the mechanical, electrical, plumbing (MEP), and fire and life safety (FLS) equipment, that comprise the property and identify what conditions, if any, should be corrected to improve property systems, appearance, and performance over the next five years.

A. PROPERTY DESCRIPTION

The subject property is an apartment complex with forty structurally independent, multi-family residential buildings containing 468 rental units; there are both

two-and three-story residential buildings. In all instances, the first story is a lowest-level, tuck-under parking area; there are no habitable spaces on the tuck-under parking levels. Additionally, there are two one-story buildings—the Leasing Office and the Clubhouse/Fitness Center; the latter will be referred to simply as the Clubhouse in this report. The residential buildings are identified by numbers 1 through 41. However, there is no residential Bldg 31; the City of Santa Clara GIS map indicates the Leasing Office is Bldg 31 and the Clubhouse is Bldg 42. There are three buildings with eight apartments each—Bldgs 16, 20, and 37; all other residential buildings contain twelve units. Construction is reported to have been completed in 1969.

Per the Offering Memorandum, the following off-street parking is provided:

Tuck-under:	570
Carports:	72
Uncovered:	209
Accessible:	2
<u>Future Residents:</u>	<u>13</u>
Total:	866

All resident parking in the tuck-under areas and under the carports is assigned; the majority of tuck-in parking is tandem. Additionally, there are sixteen uncovered parking spaces that are available for lease. All other uncovered parking spaces are unassigned, except for one standard Accessible stall near Bldg 12.

Each building's elevation closest to Los Padres Boulevard is considered the east elevation for the purposes of this report. The unit mix with approximate floor areas per apartment is reported as:

1 Bed, 1 Bath:	186 units:	825 sq ft each
2 Bed, 1 Bath:	96 units:	970 sq ft each
2 Bed, 2 Bath:	186 units:	1,120 sq ft each

The forty residential buildings contain 454,890 square feet (sq ft) of rentable floor area. The Leasing Office contains 1,225 sq ft of gross floor area. The Clubhouse

contains 4,000 sq ft; the floor areas for the one-story buildings are approximate calculations. The subject property is located on one irregularly shaped lot (Lot A, as indicated on the Assessor's Parcel Map), which does not appear to have an AP number assigned to it according to that map. Each of the forty residential buildings is assigned a separate AP number; these range from 294-04-019 (for Bldg 1) to 294-04-058 (for Bldg 41). The two non-residential buildings do not appear to have valid parcel numbers assigned to them. Some City of Santa Clara records show them to be on parcel 294-04-000, but that parcel number produces null results when searched on the Santa Clara County Assessor's website.

Lot A contains 13.786 acres; each individual building parcel contains 0.173 acres for a total of 20.706 acres for the entire site. The property is bound to the north by single family residences facing Forbes Avenue; to the east by Los Padres Boulevard; to the south by Saratoga Avenue; to the west by a municipal nine-hole golf course; and to the northwest by Los Olivos Drive. At the southwest corner of the site, there is a short street frontage along Golf Links Circle.

Approximate street frontages are:

Los Padres Boulevard:	819 feet
Saratoga Avenue:	947 feet
Los Olivos Drive:	345 feet
Golf Links Circle:	218 feet

Saratoga Avenue runs NE-SW, 35° off the cardinal compass points. The property is contoured with numerous undulations to accommodate the tuck-under parking areas on the lowest level of the buildings where they are provided. There is eleven feet of overall elevation change sloping downward from northeast to southwest. Public sidewalks with concrete curbs are installed along the frontages of the four streets that bound the property.

The zoning designation is PD (Planned Development). The surrounding district is developed with a municipal park, a public elementary school, a municipal golf course, and single-family residences.

A rent roll provided to AllWest dated September 10, 2024, indicates there are twelve vacant units and four vacant units that have been leased. The subject property is 97.4% occupied based on the twelve vacant and unleased units.

Construction is Type V-B, non-Fire-Resistive Rated; the buildings are not sprinklered. They are constructed with conventional wood stud roof, intermediate floor, and wall framing, with concrete slab-on-grade foundations, presumably with shallow spread footings. The 28 buildings with tuck-under parking have welded steel moment frame braces—two braces at each three

story building—installed on the open ends of the parking areas to address the soft story condition inherent in the original design and construction. The 28 three-story buildings also have concrete masonry unit (CMU) retaining walls adjacent to the tuck-under parking areas on three sides.

Likely occupancy classifications are Group R-2 (Residential—apartments), Group B (Business—Office), and Group A-3 (Assembly—gymnasium). The site is in FEMA Flood Zone X (unshaded).

The site improvements appeared in generally "Good" condition. Landscaping is attractive, generous, and generally well maintained, though not without deficiencies, such as tree and shrub stumps, dead or dying plants, and missing plants. Landscaping is provided extensively within the site, adjacent to all buildings, and along the property's perimeter. A wide variety of mature plants and trees is provided, with grass turf lawns also installed in numerous locations. The landscaping is an attractive feature of the property. Non-potable water is used for irrigation. Irrigation controllers are installed in some electrical closets. Returning all landscape elements to "Good" condition is recommended, and the cost is significant.

On-site parking for 866 cars is provided throughout the site. Entrance into the parking lots is via seven curb cuts, provided as follows:

Los Padres Boulevard:	Three curb cuts
Saratoga Avenue:	One curb cut
Los Olivos Drive:	Two curb cuts
Golf Links Circle:	One curb cut

Ingress into the site interior—whether by vehicles or pedestrians—is controlled by locked gates that require an electronic fob or keypad code for opening. Motorized controllers are provided at vehicular gates. Two Accessible parking stalls are provided. The one near the Leasing Office is Van Accessible; the second one, a standard Accessible stall which is assigned, is adjacent to Bldg 12 near the northwest corner of the site. This configuration is non-compliant with current Accessibility codes. It is AllWest's interpretation that fourteen Accessible parking stalls are required at this property. The costs to provide remedial measures to address deficiencies in asphalt paving and concrete sitework are significant.

The roofing systems appeared in generally "Good" condition. All buildings have red concrete barrel tile roofing systems. Additionally, the Clubhouse has a flat roof well area where HVAC equipment is installed. The flat roof area has a conventional built-up roofing (BUR) system with a white mineral granule top sheet. The flat roof is exhibiting minor ponding in various locations, typically near the scupper and adjacent to some mechanical equipment curbs and parapets.

Accumulations of dead vegetation and other debris were also observed. There is some separation of mineral granules from the cap sheet, though this deficiency is not egregious. On all 40 residential buildings, the red tile roofing systems—along with their plywood decks—were replaced between October 11, 2007 and September 14, 2011, per building permit records. It was reported that the roofing systems on the Clubhouse (both red tile and BUR) and the Leasing Office were also replaced within that time frame. No known, active leaks through the roofing systems were reported.

Building exterior finishes appeared in generally “Good” to “Fair” condition; they consist primarily of painted concrete stucco with painted wood plank facings. Painted wood railings are typically installed at balconies, though several balconies still have the original stucco with wood trim railings. Major expenses for complete exterior repainting at all residential buildings, along with replacement of degraded wood exterior elements and balcony upgrades, can be anticipated during the reserve term.

Windows and exterior doors appeared in generally “Good” condition. Newer windows are dual glazed in white plastic frames with clear glazing. In 2014, windows and sliding glass doors were replaced in Bldgs 30, 33, 36, and 39. In 2019, windows in the following apartments were replaced: 17E, 14J, 14B, 14A, 40J, 35E, 12C, 41C, 28F, and 39E. Older windows and sliding doors are in bronze anodized aluminum frames with single panes of clear glazing. Apartment entrance doors are painted six-panel wood doors. No known, active leaks through the window and wall systems were reported. The contingency expense to replace windows and sliding doors, if required, is significant.

Building interior finishes appeared in generally “Good” condition. Common areas include the Leasing Office building, the fitness center, and Clubhouse. Outdoor common areas include the pool area and numerous seating areas around the site. Interior finishes in the apartments include white-painted gypsum board walls and ceilings, vinyl laminate flooring, and broadloom carpet. Vinyl laminate flooring is also provided in bathrooms and kitchens. In the Leasing Office and Clubhouse, luxury vinyl flooring is provided with ceramic tile in the restrooms. Resilient rubber flooring is installed in the fitness room area of the Clubhouse.

The MEP systems appeared in “Good” to “Fair” condition. The vast majority of apartments use their original split-system air conditioners—each with a two-ton cooling capacity—and small, in-wall electric heaters; electric baseboard heaters were installed in the bedrooms in these apartments around 2009 in all but six units. Reportedly, twenty-six apartments have received more recent air conditioner upgrades where

heat pumps have replaced the older split-system air conditioners and wall-mounted heaters. Heat pumps also serve cooling and heating needs in the Leasing Office and Clubhouse. The cost to replace the older split-system cooling units in 442 apartments—along with any needed upgrades to the electrical distribution systems—is significant.

Apartment bathrooms and common area restrooms have ceiling mounted exhaust fans. Rooftop turbine exhaust fans are installed on the flat roof area of the Clubhouse.

Pad-mounted utility transformers located around the site provide 208Y/120 volt 3-phase, 4-wire electrical service to 400 amp main circuit breaker panels in each twelve-unit building; the eight-unit buildings have 200 amp main panels. Each apartment has a 125 amp sub-panel. Aluminum wiring is provided in the residential buildings; copper wire only is reportedly used in the Leasing Office and Clubhouse. Newer installations for washers, dryers, and heat pumps in the residential buildings have copper wiring. A 200 amp main panel is installed in the Clubhouse; a 125 amp main panel is installed in the Leasing Office. Apartments have separate meters located in each building’s electrical closet—accessed from the exterior—mounted on a sub-panel alongside the main service entrance panel. An additional meter is provided at each residential building for common area electrical service.

One 8” domestic water service with two backflow prevention devices (BPD) is provided for domestic water needs. Hot water is provided by 100 gallon natural gas-fired boilers located in each residential building in their exterior boiler closets and in the pool equipment room of the Clubhouse. A small, five gallon electric water heater is installed in the Leasing Office. Natural gas is provided to the property and is consumed by hot water boilers and pool water heaters.

Fire protection is provided by smoke and carbon monoxide detectors; fire extinguishers are installed in corridors and carports. A fire alarm control panel is not installed.

Vertical conveyance systems are not provided.

The subject property demonstrates a range between “Good” and “Poor” for compliance with Accessibility requirements. Accessibility compliance appeared generally “Good” at the Leasing Office and Clubhouse. Elsewhere—especially with site elements, such as exterior stairs—compliance appeared “Poor.” The cost to provide a higher level of Accessibility at the property is significant.

B. SUMMARY OF FINDINGS

AllWest found the subject property in generally "Good" condition, with the exception of the exterior elevation finishes and materials on the residential buildings, which we evaluate in "Fair" condition. Site Accessibility is evaluated as "Poor." We recommend the following remedial measures to correct deficiencies, summarized as follows:

Capital Expenditures

- Allowance to return all landscaping elements to "Good" condition;
- Perform full-depth and minor repairs to asphalt paving;
- Re-seal asphalt paved parking lot;
- Re-stripe regular (non-Accessible) parking stalls in uncovered parking areas and under carports;
- Perform concrete grinding to address changes of elevation in concrete sitework to eliminate tripping hazards;
- Provide remedial measures to address degraded condition of concrete sitework, other than minor tripping hazards;
- Provide new, pumps, filters, and timers to return fountains to working condition;
- Allowance to provide upgrades to rehabilitate balconies which have not already been upgraded to latest design;
- Clubhouse: Repaint plywood facings on inside of parapets;
- Residential buildings: Provide complete exterior repainting of all elements with a paint finish. Work to repair minor damage to stucco and gypsum board walls should be performed in conjunction with repainting;
- Carports: Provide complete exterior repainting of all elements with a paint finish;
- Residential buildings: Replace degraded wood exterior elements, other than at balconies;
- Residential buildings: In tuck-under parking areas, provide a crystalline water sealant, such as Xypex, in affected areas of CMU retaining walls where water penetration has occurred;

- Residential buildings: Contingency allowance to provide replacements of windows and sliding doors, if required;
- Contingency allowance to provide concrete slab repairs to address differential settlement, if required;
- Install heat pumps for air conditioning upgrades in 442 apartments where not already provided;
- Perform infrared scanning of electrical distribution systems;
- Upgrade 200 amp main service panels in the three eight-unit buildings to allow for HVAC upgrades;
- Install an automatic seismic shutoff valve on the main gas service line at forty-one buildings;
- Replace ten natural gas-fired 100 gallon hot water boilers;
- Provide flexible gas line connections on fourteen boiler gas lines;
- General allowance to provide Accessibility upgrades to exterior site elements and parking to achieve a higher level of Accessibility compliance than currently exists;
- Restripe standard Accessible parking stall;
- Restripe Van Accessible parking stall.

• Modernization/Improvement

- Provide new tar paper on underside of roof at all carports;
- Install clothes washers and dryers, with the electrical system upgrades needed, in 442 apartments where not already provided.

C. IMMEDIATE REPAIRS & REPLACEMENT RESERVES

Immediate Needs

Immediate Needs are defined as physical deficiencies that require immediate action to correct: (1) existing or potentially unsafe conditions; (2) significant negative conditions impacting marketability or habitability; (3) material building code violations; (4) poor or deteriorated condition of critical element or system; or (5) a condition that if left "as is" would cause or

Project No:		24120.60	
Bldg Age in Years:		55	
No. of Floors:		2 and 3	
Floor Area (SF):		454,890	
No	Sec	Photos	
SITE WORK			
1	B.01	87-90	Allowance to return all landscaping element
2	B.02	91-97	Perform full-depth and minor repairs to asph
3	B.02	91-97	Re-seal asphalt paved parking lot.
4	B.02	97	Re-stripe regular (non-Accessible) parking s
5	B.02	98, 99, 101	Perform concrete grinding to address minor
6	B.02	100-102	Provide remedial measures to address degra
7	B.04	103	Provide new, pumps, filters, and timers to re
8	B.04	104, 105	MODERNIZATION: Provide new tar paper c
9	B.07	24, 29	Allowance to provide upgrades to rehabilitat
EXTERIOR ENVELOPE			
10	C.01	106	Clubhouse: Repaint plywood facings on insi
11	C.02	2-41	Residential buildings: Provide complete exte
12	C.02	44, 104, 105	Carports: Provide complete exterior repainti
13	C.02	12, 41	Residential buildings: Replace degraded wo
14	C.02	15, 17	Residential buildings: In tuck-under parking
15	C.03	107	Residential buildings: Contingency allowanc
STRUCTURAL			
16	D.01	108	Contingency allowance to provide concrete
INTERIOR FINISHES			
EQUIPMENT & SYSTEMS			
17	F.02	57	Install heat pumps for air conditioning upgra
18	F.03	80-83	Perform infrared scanning of electrical distri
19	F.03	80 SIM	Upgrade 200 amp main service panels in the
20	F.04	14	Install an automatic seismic shutoff valve or
21	F.05	33, 40, 109	Replace ten natural gas-fired 100 gallon hot
22	F.05	109	Provide flexible gas line connections on four
23	F.07	59	MODERNIZATION: Install clothes washers
ACCESSIBILITY			
24	G.	2, 13, 23, 26, 39	General allowance to provide Accessibility u
25	G.01	110	Restripe standard Accessible parking stall.
26	G.01	111	Restripe Van Accessible parking stall.

ABBREVIATIONS:

TOTAL IMMEDIATE

LS = Lump Sum Allowance

EA = Each

SF = Square Foot

RUL = Remaining Useful Life

EFF AGE = Effective Age

UNK = Unknown

V = Various

EUL = Expected Useful Life

SIM = Similar

N/A = Not Applicable or Not Assessable

TOTAL ANNUAL

IMMEDIATE REPAIRS & REPLACEMENT RESERVE ANALYSIS

Summerwood Apartments, 444 Saratoga Avenue

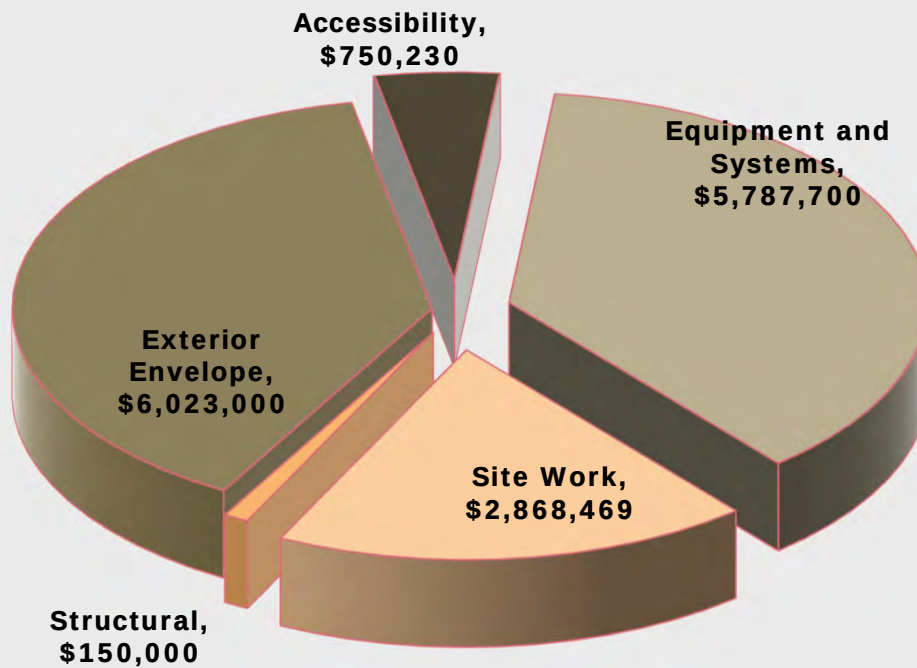
Santa Clara, California



Immediate Needs	Replacement Reserves					Years 1-5 Cumulative	Modernization Costs (Optional)
	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5		
	\$300,000					\$300,000	
			\$225,000			\$225,000	
			\$50,000			\$50,000	
			\$3,969			\$3,969	
	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$42,500	
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000	
	\$12,000					\$12,000	
							\$17,500
	\$417,000	\$417,000	\$417,000	\$417,000	\$417,000	\$2,085,000	
	\$2,000					\$2,000	
	\$420,000	\$420,000	\$420,000	\$420,000	\$420,000	\$2,100,000	
	\$51,000					\$51,000	
	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$20,000	
	\$350,000					\$350,000	
	\$700,000	\$700,000	\$700,000	\$700,000	\$700,000	\$3,500,000	
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000	
	\$1,105,000	\$1,105,000	\$1,105,000	\$1,105,000	\$1,105,000	\$5,525,000	
	\$52,500			\$52,500		\$105,000	
	\$15,000	\$15,000	\$15,000			\$45,000	
	\$32,800					\$32,800	
	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000	
	\$4,900					\$4,900	
							\$5,967,000
	\$750,000					\$750,000	
			\$100			\$100	
			\$130			\$130	
	\$4,299,700	\$2,744,500	\$3,023,699	\$2,782,000	\$2,729,500	\$15,579,399	
	1.025	1.051	1.077	1.104	1.131		
	\$107,493	\$138,940	\$232,494	\$288,807	\$358,679	\$1,126,413	
	\$4,407,193	\$2,883,440	\$3,256,193	\$3,070,807	\$3,088,179		
TOTAL ANNUAL RESERVES							\$16,705,812
Total Annual Reserves (\$ Per SF)						\$36.72	
Total Annual Reserves (\$ Per SF Per Year)						\$7.34	
TOTAL MODERNIZATION COSTS (Optional)							\$5,984,500

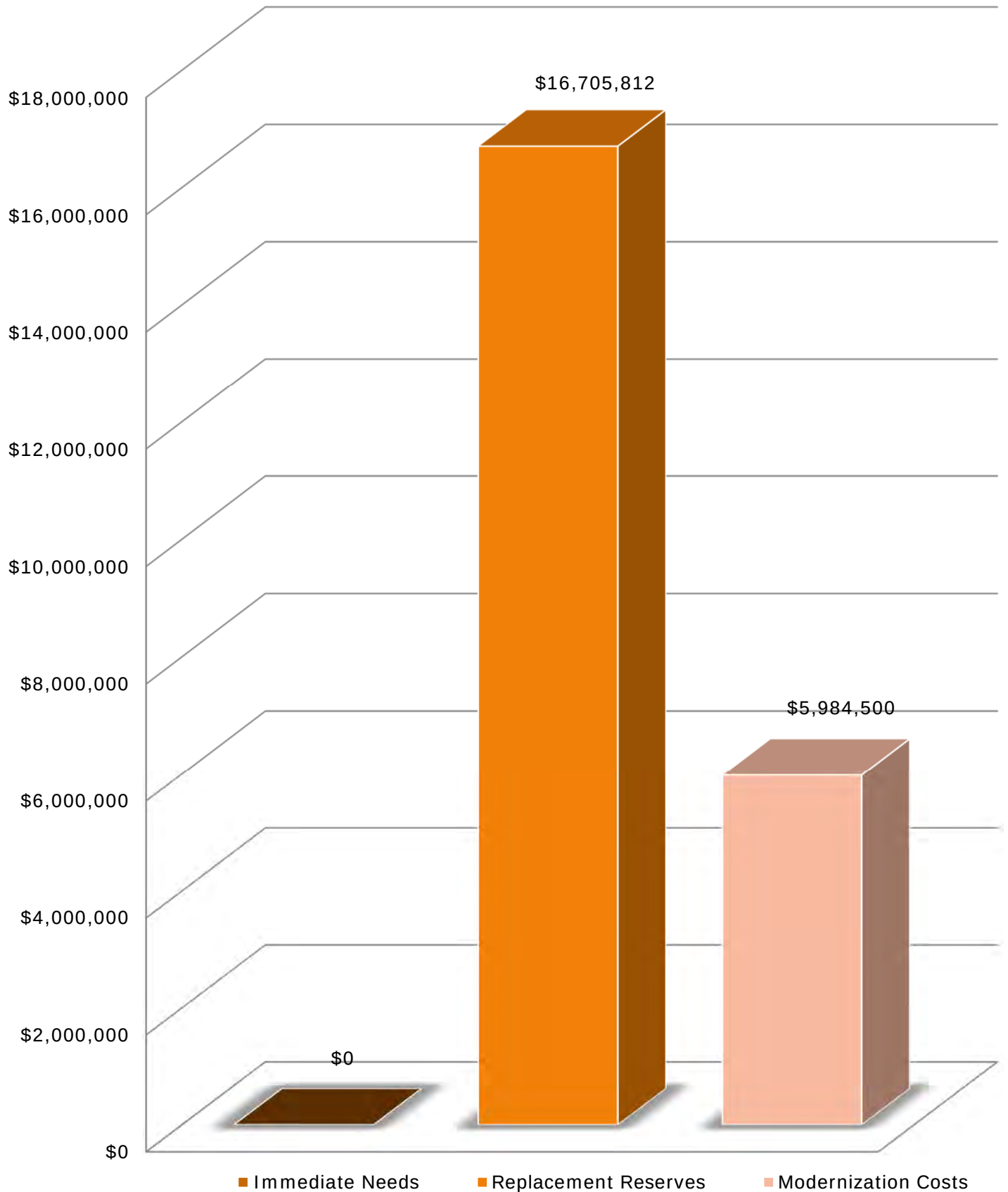
TOTAL EXPENSES BY CATEGORY

(Immediate Needs and Replacement Reserves)



- Site Work
- Structural
- Exterior Envelope
- Accessibility
- Equipment and Systems

EXPENSE BY TYPE



contribute to critical element or system failure within one year or a significant escalation in repair costs.

No critical immediate repair needs were identified.

Replacement Reserves

Replacement Reserves are funds allocated for: (1) priority-based repairs of physical deficiencies resulting from poor design, faulty installation, or the substandard quality of original systems or materials; (2) deferred maintenance; and (3) replacement of components or systems that have realized or exceeded their Expected Useful Life (EUL).

EUL is defined as the average amount of time in years that an item, component, or system is estimated to function when installed new, assuming routine maintenance is practiced. AllWest applies EUL standards established by such organizations as the American Society of Heating, Refrigeration and Air-conditioning Engineering, Inc. (ASHRAE) and the U.S. Department of Housing and Urban Development (HUD), but may modify them following a subjective evaluation of an item, component, or system by experienced licensed professionals.

The five-year replacement reserves are estimated at **\$16,705,812** which includes a 2.5 % per year inflation factor. Expenditures include HVAC and electrical system upgrades, a contingency allowance to replace windows and sliding doors, and remedial measures to address deficiencies with exterior finishes—including, but not limited to, complete exterior repainting at the forty residential buildings.

Modernization

Optional Modernization expenses are estimated at **\$5,984,500**. The suggested work includes provide new tar paper on the underside of the carport roof decks and the installation of clothes washers and dryers in the apartments where those units have not already been provided.

II. REGULATORY REVIEW

The project was likely designed to meet the requirements of the 1967 edition of the Uniform Building Code (UBC).

AllWest contacted the City of Santa Clara Building, Planning, and Fire Departments for building, zoning, planning, and fire protection information, including violations information. Responses had not been received from any agency at the time of publication.

Numerous building permits are indicated in online records to still be open. The status of these permits—issued in 2022, 2023, and 2024—are “Submitted”, “Pending Corrections”, or “Issued”. Several earlier permits are listed as “Expired”. AllWest makes no recommendations concerning recent permits for which work may likely be ongoing. We do recommend that older permits which have expired should be formally closed out with the Building Department; there is no cost estimate associated with this recommendation.

Online building permit information only goes as far back as June 29, 2007. Information for Certificates of Occupancy is not available online. The typical time required to request and receive copies of original building permits and Certificates of Occupancy—if issued—place receipt of such document well beyond the due date of this report. Additionally, Certificates of Occupancy were not routinely issued in California prior to 1976. One Certificate of Occupancy related to building permit No. BLD2007-13815 was issued on December 2, 2008; this permit was for fire damage repairs and rehabilitation and an addition of 113 sq ft to the fitness room area and pool equipment room of the Clubhouse.

The property is located in the PD (Planned Development) zoning district. This district is intended to accommodate development that is compatible with the existing community and that:

- (a) Integrates uses that are not permitted to be combined in other zone districts; or
- (b) Utilizes imaginative planning and design concepts that would be restricted in other zone districts; or
- (c) Subdivides land or air space in a manner that results in units not having the required frontage on a dedicated public street; or
- (d) Creates a community ownership project.

The PD Zoning District is discussed fully in §18.54 of the Santa Clara Planning Code:

<https://www.codepublishing.com/CA/SantaClara/html/SantaClara18/SantaClara1854.html>

The City of Santa Clara does not appear to have a sidewalk inspection and repair program placing the onus for sidewalk maintenance on the property owner. The Santa Clara Department of Public Works website says this:

The Department of Public Works is responsible for the design, construction and maintenance of

public streets, sidewalks, curbs, storm drains, street trees, medians, and traffic signs/markings.

All wood and metal decks, balconies, landings, exit corridors, stairway systems, guardrails, handrails, fire escapes, or any parts thereof in weather-exposed areas of apartment buildings and hotels shall be inspected by a licensed general contractor, or a structural pest control licensee, or a licensed professional architect or engineer, verifying that the exit system, corridor, balcony, deck or any part thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration.

Starting January 1, 2019, a new law (SB 721/Health and Safety Code 17973 et seq.) will require property owners of buildings containing three or more multifamily units to conduct an inspection of the decks, balconies, and other components more than six feet above ground level. The inspection must be completed by January 1, 2025, and will require subsequent inspections by January 1 of every six years thereafter.

The inspection report must be in writing and provided to the owner within specified time frames. The report must assess: 1) the current condition of the decks, balconies, and exterior elevated elements; 2) the expectation of future performance and projected service life; 3) recommendations for any further inspections and/or repairs that may be necessary; 4) whether the deck, balcony or exterior elevated element constitute a threat to the health or safety of the occupants; and 5) an assessment of the load bearing components and associated water proofing elements. The report must include photographs, test results, and a narrative sufficient to establish a baseline of the condition of the components inspected that can be compared to the results of subsequent inspections. The Building Department should be contacted upon completion of such a report for inactions on how to supply them with a copy of the report. Our cost estimate for balcony and deck inspections is included in Section C.04.

The City of Santa Clara does not appear to have a sewer lateral inspection/replacement program in effect:

<https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/sewer-utility>

Documents provided for review include the following:

1. City of Santa Clara online building permits records;
2. City of Santa Clara online Planning Department records;

3. City of Santa Clara online Fire Department records;
4. Certificate of Occupancy for Clubhouse dated December 2, 2008;
5. City of Santa Clara GIS Map;
6. Santa Clara County Assessor's Parcel Map;
7. Santa Clara County GIS Map;
8. Electrical Survey Report prepared by Acies Engineering, dated September 22, 2024.

Copies of pertinent documents are included in the Appendix.

III. PROPERTY CONDITION ASSESSMENT

Please refer to the attached Figures and Photos to supplement the site descriptions and property conditions.

A. GENERAL

A.01 Introduction

The subject property is a large, multi-family apartment complex with off-street parking provided in uncovered lots, under carports, and within tuck-under parking areas on the ground floor level of a majority of the buildings.

The facility's design quality, as evidenced by materials, finishes, and equipment appears "Good" to "Fair." It is AllWest's opinion that original construction was likely focused on economy and, in many instances, the materials used were of low cost; this is especially noticeable with the exterior materials and finishes, with the exception of the roofs. The buildings and exterior site elements give evidence of generally good to average maintenance practices being followed, though deficiencies were observed, particularly with exterior woodwork and painting. The choice of aluminum wiring—used in the 40 residential buildings at the time of original construction—was also likely dictated by economic considerations.

A.02 Property Summary Data

Assessor Parcel Numbers:

From 294-04-019 (for Bldg 1) to 294-04-058 (for Bldg 41)

Reported Year of Completion of Construction:
1969

Primary Address:
444 Saratoga Avenue
Santa Clara, CA 95050

Zoning:
PD: Planned Development

Construction Type:
Type V-B, non-Fire Resistive Rated, non-fire sprinklered.

Construction System:
The buildings are constructed with conventional wood stud roof, intermediate floor, and wall framing, with concrete slab-on-grade foundations, presumably with shallow spread footings. CMU retaining walls are provided in the tuck-under parking areas.

Likely Occupancy Types:
Group R-2: (Residential—apartments)
A-3 (Assembly—gymnasium)
B (Business—office)

Seismic Upgrades:
Two welded steel moment brace frames are installed at each of the 28 three-story buildings where tuck-under parking is provided.

Flood Zone:
FEMA Flood Zone X (unshaded)

Site Area (per the AP Map):
Lot A contains 13.786 acres; each individual building parcel contains 0.173 acres for a total of 20.706 acres for the entire site.

Number of Buildings:
Forty residential buildings, one Leasing Office building, and one Clubhouse/Fitness Center building.

Floor Areas:
454,890 square feet (sq ft) of rentable floor area in the 40 residential buildings. The Leasing Office contains 1,225 sq ft of gross floor area; the Clubhouse contains 4,000 sq ft.

No. of Stories:
Three, max.

Approximate Height:
35'-0" max.

Parking:
Off-street parking for 866 cars is provided.

Accessible Parking:
Two Accessible stalls are provided, one of which is Van Accessible.

Path of Travel:
Generally non-compliant with current Accessibility code requirements.

Restrooms:
Generally compliant with current Accessibility code requirements in common area restrooms in the Leasing Office and Clubhouse.

A.03 Property Directory

Owner:
RAR2-Summerwood at Saratoga-CA, Inc.

Roof Maintenance:
Provided annually by selected low-bid contractor.

HVAC Maintenance:
Provided as needed by a variety of contractors on a soonest-available basis.

A.04 Utility Services

Water: City of Santa Clara

Sewer: City of Santa Clara

Electricity: Silicon Valley Power (SVP)

Gas: Pacific Gas & Electric (PG&E)

B. SITE DEVELOPMENT AND LANDSCAPING

The site is developed with 40 multi-family residential buildings and two non-residential buildings. Concrete-paved public sidewalks and curbs are installed along the street frontages bordering the property. Landscaping is provided throughout the site; irrigation systems are installed. Good site drainage characteristics should prevail.

B.01 Landscaping and Irrigation

The physical condition of the landscaping and irrigation systems appeared "Good."

Landscaping is attractive, generous, and generally well maintained, though it is not without deficiencies, such as tree and shrub stumps, dead or dying plants, and missing plants. Landscaping is provided extensively within the site, adjacent to all buildings, and along the property's perimeter. A wide variety of mature plants and trees is provided, with grass turf lawns also

installed in numerous locations. The landscaping is an attractive feature of the property.

Non-potable water is used for irrigation. Irrigation controllers are installed in some electrical closets in the residential buildings. AllWest recommends that remedial measures be undertaken to restore all landscaping elements to "Good" condition.

An allowance for landscaping remedial measures is included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

B.02 Parking, Driveways, and Concrete Sitework

The physical condition of the driveways, sidewalks and curbs appeared "Good."

Per the Offering Memorandum (OM), off-street parking is provided as follows:

Tuck-under:	570
Carports:	72
Uncovered:	209
Accessible:	2
<u>Future Residents:</u>	<u>13</u>
Total:	866

There is a discrepancy in the information provided to AllWest concerning the number of parking stalls. An ALTA survey, dated September 2, 2009, indicates that there are a total of 864 parking stalls, two of which are Accessible. The ALTA survey lists no further breakdown by parking stall type, other than the two Accessible stalls.

All resident parking in the tuck-under areas and under the carports is assigned; the majority of tuck-in parking is tandem. Additionally, there are sixteen uncovered parking spaces that are available for lease. All other uncovered parking is unassigned. Twenty-eight residential buildings have tuck-under parking; twelve do not. Those without are: Bldgs 2, 6, 10, 11, 20, 21, 26, 29, 30, 33, 40, and 41.

Entrance into the parking lots is via seven curb cuts, provided as follows:

Los Padres Boulevard:	Three curb cuts
Saratoga Avenue:	One curb cut
Los Olivos Drive:	Two curb cuts
Golf Links Circle:	One curb cut

Automated gates with fob readers and keypads control vehicular entrance onto the property at all but the curb cut near the Leasing Office.

It was reported that the parking lots were last re-sealed and re-striped in 2022. The asphalt paving,

though in generally "Good" condition, has numerous meandering and linear cracks as well as places where surface degradation has occurred. Full-depth and minor repairs are recommended along with re-sealing and re-striping the asphalt paving. The parking stalls in the tuck-under parking areas are concrete-paved and do not have pavement striping; only the parking stalls in the asphalt paved areas will require restriping.

The concrete public sidewalks and concrete site walkways are generally free of spalling, egregious cracking, and exposed reinforcement, though generally minor cracks and elevation changes between concrete panels were observed in numerous locations around the site.

Evidence of past concrete grinding to address changes in elevation in concrete panels was also observed in numerous locations. Current changes in elevation in excess of ¼" present tripping hazards. AllWest also observed several locations where new concrete sidewalk and walkway sections have been replaced with new concrete.

AllWest recommends that remedial measures be undertaken to return concrete sitework to "Good" condition. These measures include concrete grinding to address minor changes in elevation and complete replacement of concrete panels, where conditions warrant.

Cost estimates to address various deficiencies in asphalt paving and in concrete sitework are included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

B.03 Site Drainage

The physical condition and adequacy of site drainage appeared "Good."

Walkways and parking area paving are sloped to convey water away from the buildings. Surface drainage is by sheet flow to street curbs, which conduct the water to the municipal storm drain system via drain inlets in the curbs. Numerous area drains are installed in exterior locations throughout the site in hardscape and in landscaped areas.

The subject property is located in FEMA Flood Zone X (unshaded) per FIRM Panel No. 06085C0229H, dated May 18, 2009.

No instances of flooding at the property in the last 36 months were reported.

B.04 Miscellaneous Items and Support Structures

The physical condition of miscellaneous items and support structures appeared "Good."

Chain-link fencing enclosures containing dumpsters are discussed in Section B.05.

Six wood-framed carports are provided. It appears from building permit records that these received new BUR roofing systems in 2017, though the permit was never finalized; the owner informed AllWest that the work had been completed. The observed condition of these roofs correlates with an installation date in 2017. The carport roofs have very shallow pitches and can be considered flat roofs. The installed carport roofing systems should have EULs extending well beyond the five-year term of our analysis.

The carports have painted wood framing and wood plank roof decks. The paint finishes should be renewed as part of the general exterior repainting recommended in Section C.02. At some carports there is a layer of tar paper below the roof deck; at some carports this layer is absent altogether. Where installed, the tar paper was observed to be damaged, drooping, or randomly absent in several places. Since some carports lack the tar paper altogether, AllWest recommends that the damaged tar paper be removed. As an alternative, we are including an allowance to provide—should this be desired—a new layer of tar paper on the underside of the roof deck at each carport as an optional Modernization expense. If this recommendation is undertaken, it would best be performed in coordination with the repainting of the carports.

CMU retaining walls—other than those found in the tuck-under parking areas—are found in numerous exterior locations; efflorescence was observed on many of them; cleaning the efflorescence is recommended. Minor damage from vehicular contact was also observed in some locations on these walls; remedial measures are recommended to return them to “Good” condition. These are matters of routine maintenance and cost estimates are not included in the spreadsheet.

A swimming pool and a spa pool are located between Bldgs 20, 40, and 41. Building permit records indicate the swimming pool, spa pool, and deck were renovated in 2012. The observed condition of the pool area elements appeared “Good”. It was reported that all three pumps for the pools were replaced in 2024. There are two pool water heaters for the swimming pool (manufactured in 2017 and 2020), and one for the spa pool (manufactured in 2017); all units were manufactured by Raypak.

Owing to the highly corrosive nature of chlorinated water, pool equipment deteriorates far more quickly than equipment handling non-chlorinated water. Replacements of pumps, piping, and pool water heaters are matters of routine maintenance and cost estimates are not included in the spreadsheet.

There are four fountains on the property; none are currently functional. They are located near Bldgs 7, 15, 28, and 35. It was reported that they need new pumps, filters, and timers; AllWest recommends that the fountains be returned to a functional condition. A cost estimate for the rehabilitation of the fountain equipment is included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet. The allowance to provide carports with new tar paper is included in the separate Modernization category of the spreadsheet.

B.05 Fencing and Screening

The physical condition of fencing appeared “Good.”

Screening is not provided.

Black-painted fences and gates of steel tube construction are located around the site in several locations and prevent unwanted entry into the interior of the property. Fences are approximately 60” tall and have spiked tips on the top of the pickets. Gates are kept locked and have electronic fob readers for tenants and intercoms and keypads for visitor access. Chain-link fence enclosures are also found in a few locations where they are used as dumpster enclosures and equipment and storage pens. Plastic slats are interwoven into the chain-link; the slats act as a visual barrier. Maintenance of the fencing and gates is a matter of routine maintenance and no cost estimates associated with these site elements are included in the spreadsheet.

B.06 Signs and Identification

The physical condition of signage appeared “Good.”

A small monument sign is located along Saratoga Avenue near the Leasing Office. The sign is located within a raised landscaping planter and is of randomly sized, generally rectangular stone masonry construction; the masonry is a veneer over a structural frame. Address, building number, and informational signs—of a similar design but smaller in size—are also provided throughout the site.

B.07 Stairs, Landings, and Railings

The physical condition of the exterior stairs, landings, and railings appeared “Good.”

Numerous sets of cast-in-place concrete stairs are located around the site. Painted, tube steel railings—most often square in section—are provided at some exterior stairs; many, if not most, stairs lack handrails altogether. The provided railings are typically non-complaint with current Accessible requirements.

At the twelve-unit residential buildings, there are three sets of exterior stairs located within open-air alcoves; there are two sets of these stairs at the three buildings that contain only eight units—Bldgs 16, 20, and 37. These stairs are all of the same construction type, which consists of pre-cast concrete treads and painted wood framing; the risers are open. A wood railing is provided on one side only.

The wood elements of these stairs, if retained, should be repainted as part of the general exterior repainting recommended in Section C.02. Deficiencies with these stairs for Accessibility compliance are discussed in Section G.02.

Balconies are provided on all upper floor apartments. There is a bewildering assortment of railing designs and combinations. Most balconies have painted wood railings. Some have a combination railing of painted stucco on wood framing with a wood trim top; this was the original design. There are two designs of updated railings utilizing painted wood planks with a vertical orientation. The older update has a narrow plank; the latest design uses a wider plank. Balconies that have not been updated have a concrete floor deck; some rehabilitated balconies have a wood floor deck. Rotten wood was observed on several balcony railings; replacement is recommended. The cost for minor wood replacement is included in Section C.02; wood replacement should be conducted in coordination with our recommendation for complete exterior repainting.

AllWest's count is that approximately 81 of the 234 balconies have received the latest design railings. From the owner, we requested the precise number of upgraded balconies, but a response had not been received at time of publication. AllWest recommends that the remaining balconies be upgraded to the latest design, which is shown in Photo 2 of the Photo Log.

As discussed in the Regulatory Review section of this report, starting January 1, 2019, a new State law requires property owners of buildings containing three or more multi-family units to conduct an inspection of the decks, balconies, and other components more than six feet above ground level. It was reported by the owner that these inspection were conducted in 2024.

Allowances for balcony upgrades are included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

B.08 Support and Dock Areas

Dock areas are not provided. The only support areas are the trash enclosures; they are discussed in Section B.05.

C. EXTERIOR ENVELOPE

All buildings have red concrete barrel tile roofing systems. A BUR roofing system is provided in the HVAC equipment well area of the Clubhouse. The exterior finishes consist of painted concrete stucco with painted wood plank facings and balcony railings, as described at length in Section B.07.

C.01 Roof and Accessories

The physical condition of the roofing systems and their accessories appeared "Good."

The property was observed in dry weather.

All buildings have red concrete barrel tile roofing systems. Additionally, the Clubhouse has a flat roof well area where HVAC equipment is installed. The flat roof area has a BUR system with a white mineral granule top sheet. The flat roof is exhibiting minor ponding in various locations, typically near the roof drain and adjacent to some mechanical equipment curbs and parapets. Accumulations of dead vegetation and other debris were also observed. There is some separation of mineral granules from the cap sheet, though this deficiency is not egregious.

On all 40 residential buildings, the red tile roofing systems—along with their plywood decks—were replaced between October 11, 2007 and September 14, 2011, per building permit records. It was reported that the roofing systems on the Clubhouse (both red tile and BUR) and the Leasing Office Clubhouse were also replaced within that time frame, though those buildings are not specifically identified in building permit records. No known, active leaks through the roofing systems were reported.

The roofing systems have had between eleven and fourteen years of service, and the remaining EULs range between six and nine years, using a twenty-year EUL for BUR systems as typical.

The *Eagle Roofing Products* concrete tiles carry a ten-year replacement warranty, all of which have expired. They also carry a limited lifetime product warranty for the tiles themselves. Roof maintenance is performed annually by a variety of contractors, one of which is selected on a low bid basis.

The roofing systems on the carports are discussed in Section B.04.

There are painted plywood facings on the interior side of the parapets of the Clubhouse; the paint is in a degraded condition and we recommend repainting in conjunction with the general exterior repainting discussed in Section C.02. A separate line item for this recommendation is included in the Immediate

Needs & Replacement Reserves Analysis Spreadsheet.

Replacement of roofing system during the reserve term does not appear likely, provided good maintenance procedures are followed.

Roof Drainage

Roof drainage is provided by painted sheet metal gutters and downspouts. The downspouts discharge onto hardscape or into landscaped areas. Minor deficiencies with some gutters and downspouts — such as dented sheet metal and missing downspout fittings—were observed. Repairs are a matter of routine maintenance and a cost estimate for remedial measures is not included in the spreadsheet.

One grated scupper is provided on the flat roof area of the Clubhouse. The scupper was partially blocked by dead vegetation and other debris; cleaning the scupper—and cleaning the rest of the flat roof of the accumulations of detritus— is recommended. This is a matter of routine maintenance and a cost estimate is not included in the spreadsheet.

C.02 Exterior Finishes

The physical condition of the building exterior finishes appeared “Good” to “Fair.”

The exterior finishes consist primarily of painted concrete stucco with painted wood plank facings in a vertical orientation used as decorative elements and to visually shield wall-mounted MEP fittings, piping, and conduit. Painted wood railings are typically installed at balconies, though many balconies still have the original predominantly stucco railings. Though the buildings were reported to have been repainted three to five years ago, there are numerous instances of water staining, streaking, accumulations of dusty spider webs, and minor damage to the stucco finish.

The exterior paint color is ochre. The appearance of the exterior paint finishes and exterior wood trim and railings is the most run-down aspect of the property. All West recommends that all 40 residential buildings—along with the six carports—be completely repainted during the reserve term. The paint finishes on the Leasing Office and Clubhouse appear fresher, and the need to repaint these buildings during the reserve term appears unlikely.

Additionally there are numerous areas where the painted gypsum board walls in the tuck-under parking areas are in a degraded condition, included water damage, small areas where the gypsum board is

absent, and damage to the gypsum board from likely vehicular contact.

The painted CMU retaining walls in the tuck under parking areas give ample evidence of water migration through them, causing the paint finishes to blister; small deposits of efflorescence were also observed in the affected areas. The water damaged areas corresponded almost precisely to the contour of the adjacent soil against which the retaining walls are built. We recommend that the retaining walls be treated in the degraded areas with a crystalline water sealing agent, such as *Xypex*.

Degraded wood on the buildings—other than at balconies—and on the carports should also be replaced in coordination with the recommend exterior repainting. Damaged stucco and gypsum board should also be repaired.

Balconies are provided on all upper floor apartments. Most have painted wood railings; some have a combination of wood railing and stucco on wood framing. Rotten wood was observed on several balcony railings; replacement of degraded wood is recommended, as discussed in Section B.07.

Cost estimates to address various deficiencies in the exterior finishes are included in the

C.03 Doors, Windows, and Skylights

The physical condition of doors and windows appeared “Good.”

Skylights are not installed. Clerestory windows are installed in the Clubhouse and Leasing Office.

Newer windows are dual glazed in white plastic frames with clear glazing. In 2014, windows and sliding glass doors were replaced in Bldgs 30, 33, 36, and 39. In 2019, windows in the following apartments were replaced: 17E, 14J, 14B, 14A, 40J, 35E, 12C, 41C, 28F, and 39E. Older windows and sliding doors are in bronze anodized aluminum frames with single panes of clear glazing. Both single- and dual-pane glazing are installed in the Clubhouse and Leasing Office. Apartment entrance doors are painted wood six-panel doors. Clear anodized doors are installed at the Office; white plastic framed doors are installed at the Clubhouse. No known, active leaks through the window and wall systems were reported.

Though no known, current leaks were reported, AllWest is including a contingency allowance for window and sliding door replacement. This is not predictive, but a contingency recommendation—made in an effort to keep these building elements in “Good” condition—and made on the basis of the age of the

windows and sliding doors and to the fact that some of them have been replaced in the recent past.

The contingency allowance for window and sliding door replacement is included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

C.04 Patios, Terraces, and Balconies

The physical condition of the patios, terraces, and balconies appeared “Good” to “Fair.”

The balconies range in condition from “Good” to “Fair”; they are discussed in Sections B.07 and C.02.

Lower floor apartments have concrete paved patios, which are located directly below the balconies. The patios have painted wood railings around them on two sides; some damaged patio railings were observed. These railings should also be repainted as part of the general exterior repainting recommended in Section C.02. Damaged wood should also be replaced. The costs for both of these recommendations are contained within lines items already discussed in Section C.02.

Site amenities include several seating areas with outdoor furniture, a playground between Bldgs 2 and 39, a gravel-paved dog walk near Bldg 18, and multiple barbeque grills and adjacent sinks at the Clubhouse. Outdoor seating areas are also located adjacent to the Clubhouse.

D. STRUCTURAL ELEMENTS

The project was likely designed to meet the requirements of the 1967 UBC. This is a pre-Northridge earthquake edition of the code. Beginning with the 1996 edition of the UBC, the first edition following that earthquake, which occurred on January 17, 1994—the seismic requirements defined in the building code were made significantly more stringent.

D.01 Foundations

The physical condition of foundations appeared “Good.”

The foundations likely consist of concrete slab-on-grade foundations, with shallow spread footings. The foundations are typically covered with floor finishes and were not directly observable, except in the maintenance office. No egregious cracking was observed in the maintenance office slab in Bldg 27. Very minor cracking in this concrete slab was observed. This is a normal occurrence in concrete as it ages and the cracks that AllWest observed in the

maintenance office do not warrant a recommendation for remedial measures.

However, differential settlement and concrete repairs were reported to have occurred at Bldgs 2, 33, and 40; these are all buildings without tuck-under parking.

AllWest is including a contingency allowance for concrete repairs to address differential settlement. This is not predictive, but a contingency recommendation—made in an effort to keep these building elements in “Good” condition—and made on the basis that differential settlement has occurred in the past.

The contingency allowance for concrete repairs owing to differential settlement is included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

D.02 Wall Construction

The physical condition of the wall construction appeared “Good.”

The buildings are constructed with conventional Type V wood stud wall framing. Additionally, CMU retaining walls are provided on the lowest floor of all buildings with tuck-under parking. Wall framing is typically not visible. See Section C.02 for our discussion of the tuck-under area retaining walls.

D.03 Roof and Floor Framing

The physical condition of roof and floor framing appeared “Good.”

The buildings are constructed with conventional Type V wood stud roof and intermediate floor framing. Roof and intermediate floor framing is typically not visible, though some structural elements are visible at the Clubhouse and Leasing Office.

E. INTERIOR FINISHES

AllWest presumes the installation and maintenance of all tenant space interior finishes are, ultimately, an owner responsibility. Common areas—such as laundry rooms, exterior stairs within building perimeters, corridors, fitness rooms, meeting rooms, common area restrooms—and mechanical and service rooms are also the responsibility of the property owner.

The costs to replace and maintain tenant space interior finishes are an ongoing maintenance expense; cost estimates for repair or renewal of these interior elements are not included in spreadsheet.

The costs to replace and maintain common area floor, wall, and ceiling finishes are also an ongoing, routine maintenance expense for the property owner and cost estimates for these interior elements are not included in spreadsheet.

E.01 Floor and Base Finishes

The physical condition of floor and base finishes appeared "Good."

Interior finishes in the apartments include painted gypsum board walls and ceilings, vinyl laminate flooring, and broadloom carpet. Vinyl laminate flooring is also provided in bathrooms and kitchens. In the Leasing Office and Clubhouse, luxury vinyl flooring is provided with ceramic tile in the restrooms. Additionally, resilient rubber flooring is installed in the fitness room area of the Clubhouse.

Apartments

Vinyl laminate plank flooring is installed along with broadloom carpet. A painted wood base molding is typical.

Bathroom/Restrooms

Bathrooms in apartments have vinyl laminate flooring with a 4" top-set rubber base. Common area restrooms have ceramic tile flooring; a ceramic tile wainscot serves as the base.

Common Area Buildings

In the Leasing Office and Clubhouse, luxury vinyl flooring is provided. Resilient rubber flooring is installed in the fitness room area of the Clubhouse.

E.02 Wall Finishes and Doors

The physical condition of wall finishes and doors appeared "Good."

Interior doors are white-painted hollow, molded wood six-panel doors. Lever hardware is installed and some doors have closers.

White-painted gypsum board walls are provided in all buildings. Secondary service/utility closets have unpainted gypsum board walls.

E.03 Ceiling Finishes

The physical condition of ceiling finishes appeared "Good."

White-painted gypsum board ceilings are provided in all buildings. Secondary service/utility closets have unpainted gypsum board ceilings.

E.04 Interior Stairs

Interior stairs are not provided. AllWest considers the stairs at the residential buildings which provide access to the upper level apartments to be exterior stairs since they are open to the elements. These stairs are discussed in Section B.07.

E.05 Cabinets and Countertops

The physical condition of cabinets and countertops appeared "Good."

Kitchen and bathroom cabinets have raised-panel doors, with a white-painted finish with brushed aluminum handles. Acrylic polymer counters are installed; they have the appearance of red granite. All observed cabinets and countertops appeared in "Good" condition and replacement during the reserve term appears unlikely unless damaged by tenants.

E.06 Window Coverings

The physical condition of window coverings appeared "Good."

Unlined, white sheer fabric curtains are installed. All observed curtains appeared in "Good" condition and replacement during the reserve term appears unlikely unless damaged by tenants.

F. EQUIPMENT AND SYSTEMS

A majority of apartments still have their original split-system air conditioners and small, in-wall electric heaters; electric baseboard heaters are installed in the bedrooms. Several apartments have received more recent air conditioner upgrades where heat pumps have been installed. Heat pumps also serve cooling and heating needs in the Clubhouse and Leasing Office.

In each residential building, electrical power is provided by PG&E to 400 or 200 amp main service entrance panels. Aluminum wiring is the dominant electrical conductor in these buildings. Copper wiring only is reportedly used in the Clubhouse and Leasing Office.

The City of Santa Clara provides domestic water service through a pair of 8" BFDs located Near Bldg 26. Irrigation water is non-potable.

A fire sprinkler system and a fire alarm control panel are not installed. Smoke and carbon monoxide detectors are provided. Portable fire extinguishers are provided throughout the property

F.01 Meters

The physical condition of the utility meters appeared "Good."

The main service entrance panels in each building are served by several pad-mounted PG&E transformers located around the site. Individual electric meters for each apartment are provided in meter banks in the electrical closet in all residential buildings; a separate meter is also provided on these panels for common areas in the residential buildings. Separate meters are also located in the Clubhouse and Leasing Office.

PG&E also provides natural gas to the property with separate meters at each building, with the exception of the Leasing Office. Automatic seismic shut-off valves are not installed at any gas meter.

The City of Santa Clara provides domestic water service; meters in underground vaults are located in several locations; no vault covers were removed to observe water meters.

F.02 Mechanical – HVAC

The HVAC systems appeared in “Good” to “Fair” condition.

Much of the installed air conditioning equipment dates to original construction. Replacement of these older, remaining HVAC system components—both split-system air conditioners and wall-mounted heaters—during the reserve term is recommended. Upgraded heat pump systems have been installed in some units.

HVAC equipment warranties are typically 90 days for parts and labor; all of these warranties—except perhaps those units most recently installed in 2024, if any—have presumably expired. Five-year limited parts-only warranties (ten-year to the original owner if the units were registered with the manufacturer; five years to a subsequent purchaser) apply to *Bryant* heat pumps, which have been installed as the upgraded systems.

Older cooling equipment uses R-22 as a refrigerant. R-22, also known as chlorodifluoroethane, is a hydrochlorofluorocarbon (HCFC). HCFCs are less damaging to the ozone layer than chlorofluorocarbons (CFCs), but still contain ozone-depleting chlorine. A 1992 amendment to the Montreal Protocol established a schedule for the phase-out of HCFCs such as R-22. Production and importation of R-22 was banned after January 1, 2020. Current plans are to completely phase out R-22 by 2030.

Newer heat pumps use R-410A refrigerant, which is considered a relatively environmentally friendly refrigerant and should be in abundant supply throughout the expected life of the units.

Space Cooling and Heating

A majority of apartments still have their original split-system air conditioners—each with a two ton cooling

capacity—and small, in-wall electric heaters; electric baseboard heaters were reported installed in the bedrooms in these apartments around 2006 to 2009 in all but six units. Reportedly, twenty-six apartments have received more recent air conditioner upgrades—washers and dryers have also been installed in these units—where heat pumps have replaced both the old air split-system conditioners and electric heaters. Heat pumps also serve cooling and heating needs in the Leasing Office and Clubhouse.

A cost estimate to install heat pumps to replace the original *Fedders* split-system air conditioners and wall mounted heaters is included in the Immediate Needs and Replacement Reserves Analysis Spreadsheet.

Ventilation

The exhaust fans appeared in “Good” condition.

Apartment bathrooms and common area restrooms have ceiling mounted exhaust fans. Rooftop turbine exhaust fans are installed on the flat roof area of the Clubhouse.

F.03 Electrical

The physical condition of the installed electrical systems appeared “Good” to “Fair.”

From 1965 to the mid-1970s, aluminum (instead of copper) wiring—primarily owing to a copper shortage at that time—was extensively used, primarily in single-family residences, though it was also used elsewhere. Since that time, aluminum wiring has been implicated in a number of fires, typically in single-family residences, and many jurisdictions no longer permit its use in new installations, though it is still allowed by the current edition of the California Electrical Code (CEC). The main problem with aluminum wiring is a phenomenon known as “cold creep”. When aluminum wiring warms up, it expands. When it cools down, it contracts. Unlike copper, when aluminum goes through a number of warm/cool cycles it loses a bit of tightness each time. To make the problem worse, aluminum oxidizes, or corrodes, when in contact with certain types of metal, so the resistance of the connection goes up, which causes it to heat up and oxidize even more. Eventually, the wire may start getting very hot, melt the insulation or fixture that it is attached to, and possibly cause a fire.

Power Supply

Pad-mounted utility transformers provide 208Y/120 volt, 3-phase, 4-wire electrical service to the main service entrance panels in each residential building and in the Clubhouse and Leasing Office.

Pad-mounted utility transformers located around the site provide 208Y/120 volt 3-phase, 4-wire electrical service to 400 amp main circuit breaker panels in each twelve-unit building; 125 amp branch breaker panels are located in each apartment. The eight-unit buildings—Bldgs 16, 20, and 37—have 200 amp main panels. These main and branch circuit breaker panels were all manufactured by *ITE*. Aluminum wiring is provided in the residential buildings; copper wire only is reportedly used in the Leasing Office and Clubhouse. Newer installations for washers, dryers, and air conditioners in the residential buildings have copper wiring. Washers and dryers have reportedly been installed in the same number of apartments that have received upgraded HVAC systems—twenty-six units.

A 200 amp main panel is installed in the Clubhouse; a 125 amp main panel is installed in the Leasing Office. These newer main panels and sub-panels were manufactured by *Milbank*, *Siemens*, or *Murray*. Wire-in-conduit runs are provided in the Clubhouse and Leasing Office. The residential buildings have both wire-in-conduit runs and stapled wiring without conduit.

It was reported that an unknown number of apartments have had CU/AL pigtails—utilizing special CU/AL connectors—installed at switches and receptacles. These updates are performed by the maintenance staff and continue on no fixed schedule. AllWest recommends that these updates be continued; there is no cost estimate associated with this recommendation as we consider this a matter akin to that of routine maintenance.

In the apartments that have received washers and dryers and HVAC system upgrades, the circuit breakers in the existing branch panels in those apartments have received circuit breaker upgrades to handle the increased amperage loads of the new equipment.

AllWest also recommends that the three eight-unit buildings have their main service entrance panels upgraded to accommodate future HVAC and washer and dryer installations.

No evidence that infrared scanning of the electrical distribution systems has been performed was observed. It is also recommended to perform infrared scan services on building electrical distribution panels every three years as part of routine maintenance. AllWest recommends the electrical systems be infrared scanned for hot spots and loose connections that develop over time.

Cost estimates to perform infrared scanning of, and upgrades to, the electrical systems are included in the Immediate Needs and Replacement Reserves Analysis Spreadsheet.

Lighting

Apartment units and common areas use a variety of ceiling- and wall-mounted fixtures; ceiling fans with lamps are installed over dining areas in the apartments. Wall- and ceiling-mounted fixtures are installed in the Clubhouse and Leasing Office.

LED fixtures are provided in a minority of locations. They are installed in the apartments on an as-needed basis as old lamps burn out in kitchens, hallways, and bathrooms. We presume interior lamps are typically compact fluorescents.

Exterior Lighting

Various wall- and ceiling-mounted fixtures provide exterior lighting; there are also pole mounted fixtures for exterior walkways. We presume lamps are compact fluorescent or high intensity discharge (HID).

Emergency Power

No emergency power is provided. Emergency light fixtures and illuminated exits signs are likely battery powered.

Energy Management System

An energy management system is not installed.

F.04 Gas

The physical condition of the gas equipment and systems appeared “Good.”

PG&E provides natural gas to the property with separate meters at each building, except the Leasing Office. Natural gas is provided and is consumed by hot water boilers in all buildings, except the Leasing Office, and by pool water heaters.

Automatic seismic shut-off valves are not installed at any gas meter: AllWest recommends their installation.

A cost estimate to install the shut-off valves at all gas meters is included in the Immediate Needs and Replacement Reserves Analysis Spreadsheet.

F.05 Plumbing

The physical condition of the installed plumbing fixtures and systems appeared “Good.”

Supply Piping

One 8” domestic water service with two 8” BPDs is provided for domestic water needs; the BPD is located near the corner of Golf Links Circle and Saratoga

Avenue, near Bldg 26. Where observed, domestic water piping inside the buildings is copper.

Waste Piping

Observed wastewater and vent piping is hubbed cast iron.

Fixtures

Floor-mounted, low flush volume water closets with manual flush valves are installed in common area restrooms and in apartment bathrooms.

Sinks are counter-mounted vitreous china in the apartments and in the Clubhouse. A wall mounted sink is provided in the Leasing Office restroom. Apartment kitchens use counter-mounted stainless steel sinks.

Domestic Hot Water

Domestic water heating is provided by forty-one natural gas-fired hot water boilers, each with a 100 gallon capacity. A small, five gallon electric water heater is installed in the Leasing Office. The gas-fired water heaters are installed in boiler closets in each residential building and in the pool equipment room of the Clubhouse. All observed boilers had compliant seismic strapping; the small electric water heater did not. Installation of the strapping is recommended. This is a minor expense and a cost estimate is not included in the spreadsheet.

AllWest observed 12 of the 41 boilers. The observed units had installation dates ranging from 2004 to 2024. Three of those units have reached or exceeded their nominal EULs. Extrapolating from that data set, AllWest presumes that approximately 25% of all boilers have reached their EULs and should be replaced, and we recommend that ten boilers be budgeted for replacement over the reserve term at the rate of two per year. All new boilers should be provided with flexible gas line connections.

Flexible gas line connections were installed on eight of the twelve boilers, meaning one-third of the boilers have rigid connections. Once again, extrapolating from this second data set, AllWest is recommending that flexible gas line connections be provided on fourteen boilers. Cost estimate for boiler replacement and the installation of flexible gas line connections are included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet.

F.06 Fire Protection

The physical condition of the installed fire protection system appeared "Good."

Firewater Distribution and Suppression Devices

Fire sprinkler systems are not installed at any building.

Five lb. ABC-type dry chemical fire extinguishers are located throughout the site in hallways, tuck-under parking areas, and carports. The extinguishers are typically stored in wall-mounted cabinets with glass door fronts in finished areas. In service areas, the extinguishers are simply wall-mounted. All observed extinguisher inspection tags are current with an inspection date of August 19, 2024.

Fire Alarm Systems

A fire alarm control panel is not installed.

Smoke and Carbon Monoxide Detectors

Ceiling-mounted smoke and carbon monoxide detectors are installed. The detectors are presumably hard-wired with battery backup and are mounted in all residential units and in both non-residential buildings. Detector placements within the apartments appeared compliant. Detectors were also observed in all common areas.

F.07 Other Systems

The physical condition of the other systems appeared "Good."

Appliances

Apartments are provided with normal kitchen appliances: electric oven with conventional four-element cooktop, microwave oven, refrigerator, and dishwasher. Appliances in a few apartments have brushed stainless steel finishes.

Front-loading stacked washers and dryers are also provided in laundry closets in thirty-three apartments. An allowance to install these in the remaining 442 units is included as an optional Modernization expense in the Immediate Needs and Replacement Reserves Analysis Spreadsheet.

All observed appliances appeared in generally "Good," and replacement during the reserve term appears unlikely unless damaged by tenants.

F.08 Security System

The physical condition of the security system appeared "Good."

Security systems are provided for the Clubhouse and Leasing Office only. Access into the interior of the site is with key fobs. Perimeter gates are kept locked and have electronic fob readers for tenants and intercoms with keypads for visitor access.

F.09 Vertical Transportation and Conveying Systems

Vertical transportation and conveying systems are not provided.

G. ACCESSIBILITY COMPLIANCE

The Accessibility Standards of the California Building Code, as adopted by the City of Santa Clara, establish guidelines to afford access and mobility to a site or building to persons with disabilities. The standards are modeled on the Americans with Disabilities Act (ADA) which prohibits discrimination to access and use of areas of public accommodation and commercial facilities on the basis of disability. In California, Accessibility Standards extend to include quasi-public and portions of multi-residential occupancies.

Public-accessible facilities completed and occupied after January 26, 1992, are required to comply fully with the 2010 Americans with Disabilities Act Standards for Accessible Design (ADASAD). In Santa Clara, all new construction, as well as substantial renovations and upgrades to existing facilities, are required to meet the current Accessibility requirements of the SFBC for public, quasi-public, and multi-family residential facilities.

Where CBC or local Accessibility requirements differ from those found in the ADA and are equal to or more stringent than those found in the ADA, the CBC or local requirements shall govern.

Older facilities are often held to a lesser standard of compliance to the extent allowed by structural feasibility, design logistics, historical status, or economics. Yet, regardless of age, areas Accessible by the public must be maintained and operated to comply with the federal mandates of the ADA.

During the Property Condition Survey, a limited visual observation for Accessibility compliance was conducted. The visual observation scope was limited to areas of common use, such as the exterior site, entry areas, restrooms, doors, and hardware directly related to common areas. Off-site areas are typically not evaluated. The limited observation described herein is not a full Accessibility Compliance Survey.

Due to the variable nature of Accessibility compliance required of existing buildings and the variable nature of enforcement and interpretation of Accessibility requirements from community to community, analysis

of what may be required in any future building permit application is outside the scope of this report, as is an analysis of the possible ramifications of legal and financial liability for any deficiencies in site and building Accessibility which are not remedied. It also bears mentioning that a set of plans that have been approved for a building permit by the City of Santa Clara Building Department will not necessarily meet all the requirements of the ADA.

Both the tenants and the property owner may be held responsible and financially liable for fines, penalties, settlements, and for correcting any deficiencies with exterior, interior, and toilet room Accessibility in the event that a complaint or lawsuit is filed in connection with deficiencies in Accessibility at the subject property.

It is outside the scope of work for this report to speculate on what degree of Accessibility would be required of any future TI project at the subject property by the Santa Clara Building Department. Existing buildings—especially somewhat older ones built well before the existence of the ADA—can often be allowed to provide a significantly lower level than full Accessibility compliance owing to financial hardship and structural or site constraint infeasibility.

Discussions and negotiations with an Accessibility Plan Check engineer both before and during the Plan Check process can often result in a lower level of Accessibility compliance required with an existing building. It is not possible to predict in this report what that possible, speculative lower level of compliance would entail.

Owing to the large number of deficiencies with exterior site elements for path of travel compliance and for Accessible parking—in lieu of listing a long string of line items to provide remedial measures to address these deficiencies individually, AllWest is listing a single line item for path of travel and parking upgrades to provide a higher level of Accessibility compliance than currently exists at the property.

This single line item for these upgrades is included in the Immediate Needs and Replacement Reserves Analysis Spreadsheet. The remedial measures include, but are not limited to, providing complaint handrails at exterior stairs, where absent; installing riser closure plates on residential building stairs; applying visually contrasting tread stripes on exterior stairs, where absent; modifying existing exterior stair guardrails to be compliant with current Accessibility codes; installing required Accessibility signage, where needed; adding additional Accessible parking stalls; and installing truncated domes in required locations, where not already provided.

The owner reported that there have been no Accessibility related complaints, fines, or lawsuits.

G.01 Parking

The condition of parking for Accessibility compliance appeared “Good” to “Poor.”

Two Accessible parking stalls are provided, one of which is Van Accessible. The Van Accessible stall is located near the Leasing Office; the standard Accessible stall is located near the west elevation of Bldg 12; this is an assigned parking stall for a resident. This configuration is non-compliant with current Accessibility codes. It is AllWest’s interpretation that fourteen Accessible parking stalls—this is 2% of the 658 assigned parking stalls—are required at this property, per §1109A.4 of the California Building Code (CBC).

Complaint signage and pavement markings are provided at the Van Accessible stall, with the exception of the fine amount sign. Signage at the assigned standard Accessible stall is non-compliant with current Accessibility codes. However, when assigned parking is provided at a housing facility, Accessibility signage as outlined in §1109A8.8 of the CBC shall not be required.

Both Accessible parking stalls and their access aisles will require re-stripping in conjunction with the asphalt re-sealing discussed in Section B.02.

Cost estimates for Accessible stall re-stripping are included in the Immediate Needs and Replacement Reserves Analysis Spreadsheet.

G.02 Path of Travel

The condition of the path of travel for Accessibility compliance appeared “Good” to “Poor.”

The path of travel from the public sidewalk to the main entrance of the Leasing Office appeared Accessibility compliant, with a wheelchair ramp provided. The walking surface at the main entrance, though not measured for slope, appears generally level and free of obstructions.

At the Clubhouse and Leasing Office, door, corridor, and stair widths; thresholds; and hardware appear to comply with current Accessibility codes. International Symbol of Accessibility (ISA) signage is not provided at the main entrance.

Accessibility complaint stair railings are installed at the stairs of the Leasing office, as are visually contrasting stripes on each tread of the stairs. Visually contrasting stripes are not provided on residential building stairs and on the cast-in-place concrete stairs located around the site. Almost all concrete stairs lacks complaint handrails, and when rails are provided, they typically are non-compliant with current codes. At the forty residential buildings, the exterior stairs—though not

measured—appear too narrow to be fully Accessibility compliant. AllWest makes no recommendation for their replacement since they can likely be granted an exception to meet current Accessibility requirements based on economic and structural infeasibility to replace.

See the last paragraph of Section G. for a more thorough listing of exterior site elements that are non-compliant with current Accessibility requirements.

G.03 Toilets/Plumbing Fixtures

The condition of the common area toilet rooms and plumbing fixtures for Accessibility compliance appeared “Good.”

Common area restrooms are provided in the Clubhouse and Leasing Office. These restrooms appeared compliant in terms of interior dimensions, signage, faucet hardware, grab bars, drainpipe insulation, and hardware mounting heights.

An Accessible water fountain with a bottle fill is installed in the main fitness room in the Clubhouse.

G.04 Elevators

Vertical transportation and conveying systems are not provided.

G.05 POOLS & SPAS

The Accessibility of pools appeared “Good.”

A portable sling apparatus for entry assistance is provided. The swimming pool and spa pool comply with the Virginia Graeme Baker Act, which requires that all public swimming pools and spas have anti-entrapment drains and/or devices installed.

IV. CONSULTANT'S QUALIFIERS

A. Scope of Work

AllWest was retained to assess the existing site’s physical condition, improvements and buildings at the subject property, research available records, and interview individuals familiar with facility operations. AllWest was tasked to identify construction and/or code deficiencies and to prepare a five-year spreadsheet for immediate and replacement reserve expenditures.

B. Methodology

AllWest used industry standard cost estimating guides such as R. S. Means and Current Costs by Saylor Publications as well as our experience and judgment. AllWest conducts spot-check pricing and uses prices provided by local general contractors.

In preparing the report, AllWest utilized industry standard guidelines as a basis for our inquiry including the "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process," outlined in ASTM E2018-24.

C. Assessment Criteria

In evaluating the property, "Excellent" is the best maintained property condition or new construction, with all the building equipment operational and no repairs necessary. A "Good" rating is for a condition that demonstrates consistent building and grounds maintenance, and all building equipment in sound operating condition, with only a few minor repairs needed. A "Fair" rating is for a condition that demonstrates some wear or damage present in the building and/or grounds elements, requiring repair or replacement work. A "Poor" rating is for a condition that is clearly the worst, with a uniform run-down appearance, damaged building elements or inoperable building systems present.

D. Limiting Conditions

AllWest accessed only a small number of apartment interiors (units 2F, 7H, 8C, and 29B). Access to occupied apartments was not desired by the management to avoid tenant disruptions. We accessed the model apartment (unit 29B); we entered only one occupied apartment (8C). We accessed the Clubhouse and Leasing Office, and we accessed the flat roof area of the Clubhouse. Pitched roofs were not accessed; they were assessed from grade. We photographed the main electrical service equipment at Bldg 11 only and observed the main panels in a few other buildings. We observed the circuit breaker panels in the apartments we entered and in the Clubhouse and Leasing Office. We accessed 12 of the 41 hot water boilers; most doors to boiler closets were locked. We accessed the pool equipment room and the maintenance office. Owing to the steep terrain and close placement of many buildings on the subject property, exterior photography was somewhat limited.

During the preparation of this report:

- An ALTA survey, Prepared by Bock & Clark and dated September 2, 2009, was provided;
- An ADA survey was not provided;

- Original construction drawings were not provided;
- Drawings relating to the installation of one washer and dryer combination were provided and reviewed;
- A rent roll, dated September 10, 2024, was provided;
- HVAC system maintenance and warranty documents were not provided, though Ricardo Landa did provide some HVAC maintenance information during our site visit;
- Information concerning testing and inspections of the fire and life safety systems (fire extinguishers only) was observed during our site visit;
- Some roof maintenance/repair information was provided by reviewing building permit records;
- Roof warranty information was provided;
- Some vendor service agreements were provided;
- Historical repair or improvement information was provided;
- Information concerning ownership's planned future repairs and/or improvements was not provided;
- The completed AllWest PCA client questionnaire was not returned;
- Responses to several project-specific questions submitted to the owner were not provided.

An appraisal was not made available for the subject property. Quantities were arrived at with input from the property manager and by our own count. AllWest relied upon field observations and measurements. AllWest recommends that, if feasible and permissible, all building materials or finishes be replaced in kind. AllWest did not operate any building systems or equipment and did not perform any tests. This report does not confirm the presence or absence of hazardous materials.

This evaluation represents AllWest's opinion based on our site observations. It should be recognized that items other than those specifically identified in this report might require repair or replacement. Furthermore, this review is not intended to preempt in any way the technical or professional responsibility of the original design consultants.

The inspection procedures do not address termite or environmental inspection. The investigation scope was limited to accessible building areas, structure, and its components. Physical removal of wall panels or similar items was not performed to determine structural soundness or equipment reliability.

AllWest has visually assessed the subject property, both the land and the improvements thereon, where applicable. It is impossible to personally observe conditions that may exist below the surface of those that may be hidden within the structure of the improvements. Therefore, it cannot be guaranteed that hidden or unexpected problems with the facility's structural integrity or soil conditions do not exist.

The inspection findings contained in this report are based upon quantitative and qualitative factors that existed on the inspection date. There can be no assurance that intervening factors will not affect the report's conclusions.

Sketches, floor plans, and maps used in this report are included to aid the reader's visual understanding and should not be considered surveys or engineering studies. All dimensions and estimates of building size, net or gross are approximations.

The report is intended only for the internal use of the addressee or their authorized representative and possession does not imply the right of publication or the use for any other purpose without the written consent of AllWest Environmental, Incorporated.

Neither all nor part of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent of AllWest Environmental, Incorporated.

This report is not intended, in any manner, to include any critique or evaluation of the design concept, or the structural, mechanical, or electrical systems, which may be incorporated into the subject property. It is not intended as an opinion with respect to any legal relationship or responsibilities between the architect, the engineers, the contractor, or the subject property owner. While AllWest Environmental, Inc. has reviewed some documents, our statements are not intentional legal opinions. In making this review and preceding on-site inspection, AllWest Environmental, Inc. does not assume any legal responsibilities for the design architects or engineers, or contractors for the subject property, nor is any other warranty or representation expressed or implied, included or intended.

E. Previous Reports

A previous Property Condition Assessment was not provided.

F. Consultant Qualification

Ryan Miller is a California Licensed Architect with more than 40 years of related experience.

Miguel Enguidanos is a California Licensed Architect with more than 43 years of related experience.

G. Reliance Language

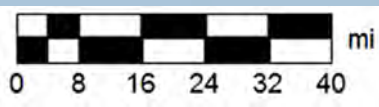
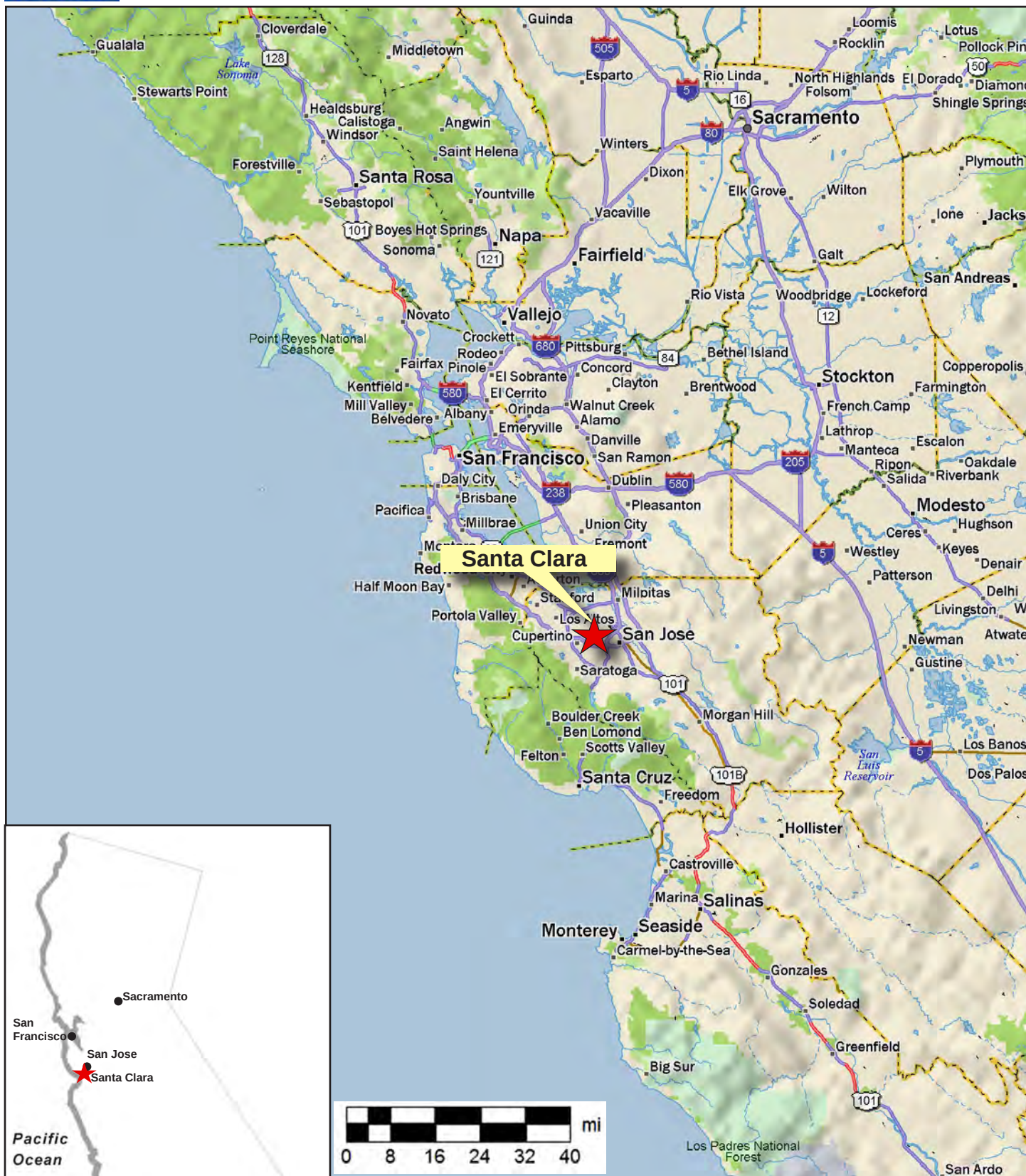
This report was prepared for the sole and exclusive use of Interstate Equities Corporation, the only intended beneficiary of this work. No excerpts may be taken as representative of the findings of this assessment. The scope of services performed in the execution of this investigation may not be appropriate to satisfy other users, and any use or reuse of this document or its findings, conclusions, and recommendations is at the user's sole risk.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the investigation findings identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care. No other warranty or limitation exists, either expressed or implied.

AllWest's opinion of probable costs has been prepared solely as a general reference document for the use of Interstate Equities Corporation. Our estimate has not been prepared by a cost estimator or contractor and as such should not be considered a guaranteed maximum of costs. Our estimate has been prepared to meet the unique needs of Interstate Equities Corporation. No other parties may rely on the estimate without AllWest's consent. This report is not a specification for further work and is not intended as a substitute RFP. All area costs, unit costs, and line-item estimates are order-of-magnitude only.

Neither AllWest nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject or surrounding properties, or which may be responsible for issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

FIGURES



AllWest

PROJECT NO.
24120.60

REGIONAL MAP

FIGURE 1

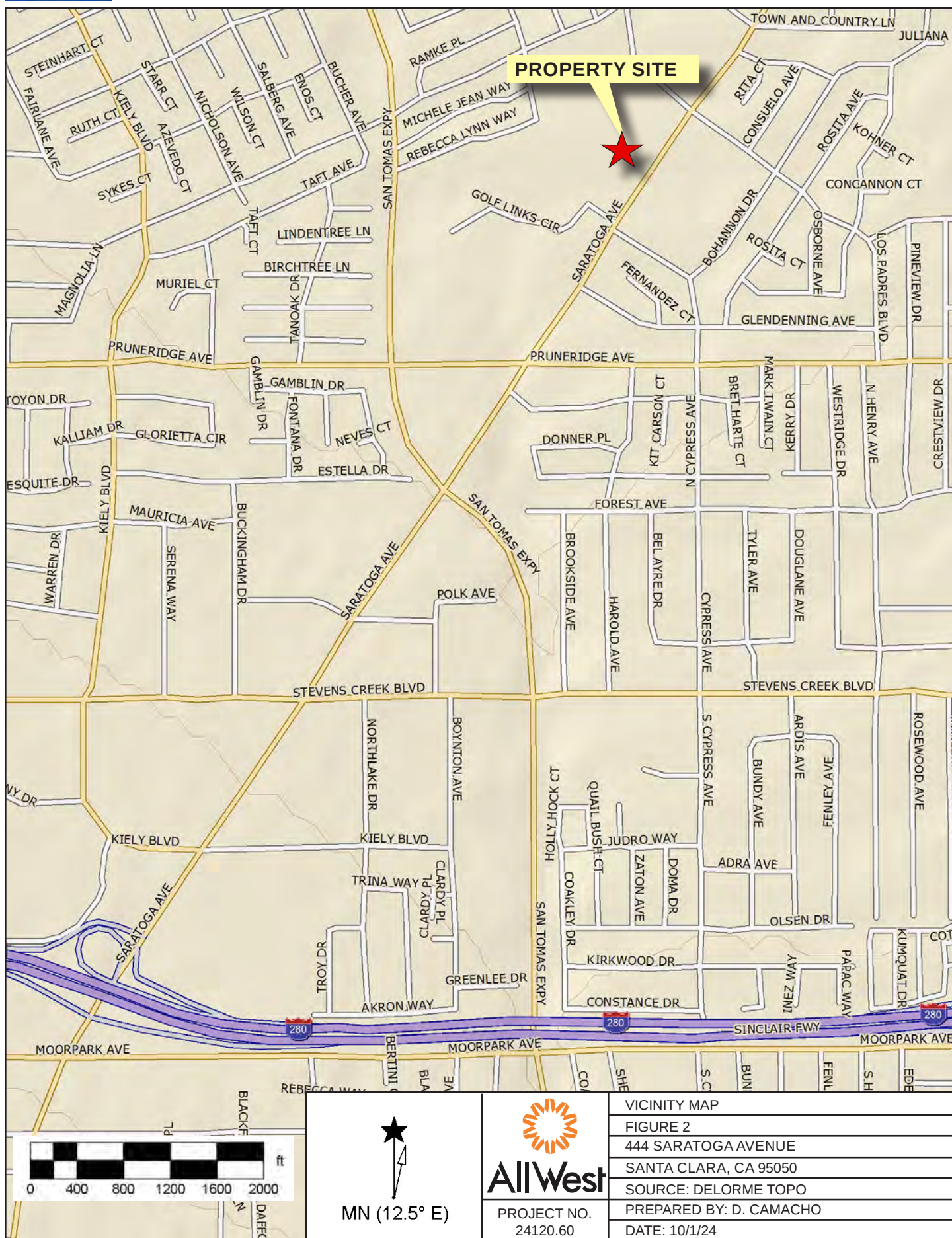
444 SARATOGA AVENUE

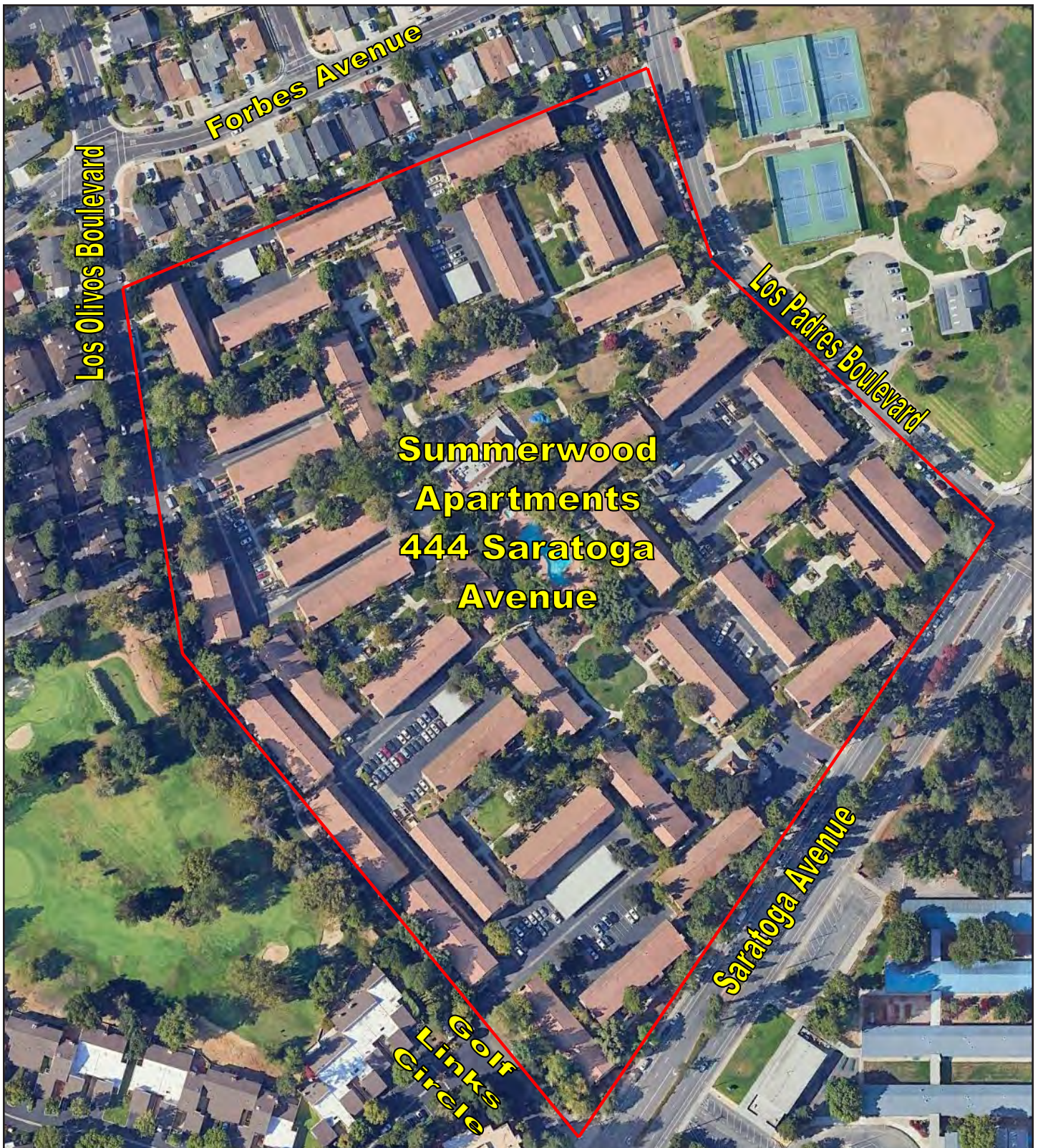
SANTA CLARA, CA 95050

SOURCE: DELORME TOPO

PREPARED BY: D. CAMACHO

DATE: 10/1/24





AllWest

PROJECT NO.
24120.60

FIGURE 3

AERIAL PHOTO

444 SARATOGA AVENUE

SANTA CLARA, CA 95050

SOURCE: GOOGLE

PREPARED BY: R. MILLER / D. CAMACHO

DATE: 10/1/24

PHOTOGRAPHS



1. The subject property contains forty residential buildings and two non-residential buildings.



2. Bldg 1: Partial view of east elevation. Balcony railings on this building have been replaced.



3. Bldg 2: North elevation. This is one of 12 buildings without tuck-under parking.



4. Bldg 3: East elevation. Tuck-under parking is provided in 28 buildings.



5. Bldg 4: Partial view of south elevation. Landscaping is attractive and appeared in generally "Good" condition.



6. Bldg 5: Partial view of east elevation. Some landscaping elements are in a degraded condition. Dead grass and tree stump shown.



7. Bldg 6: East elevation. Short elevations on the residential buildings have no windows.



8. Bldg 7: West elevation. In front of each residential building, small monument signs are installed bearing the building number.



9. Bldg 8: South elevation. Balcony railings have been replaced. This is the older design for the replaced railings with the stucco portion left in place on the short side of the balcony.



10. Bldg 9: North elevation. Buildings also carry identification signs mounted on an exterior wall.



11. Bldg 10: Some building entrances are accessed directly from perimeter sidewalks.



12. Bldg 11: Lower floor patios have painted wood plank railings (fences). Displaced plank is shown at center of photo.



13. Bldg 12: North elevation. AllWest considers the open-air stairs at the residential buildings to be exterior stairs.



14. Bldg 13: East elevation. Gas meters are installed at each residential building, typically in close proximity to the boiler closet. All gas service lines lack an automatic seismic shut-off valve.



15. Bldg 14: CMU retaining walls in tuck-under parking areas give evidence of water penetration through the walls.



16. Bldg 15: South elevation. The primarily stucco and wood trim balcony railing on both the long and short sides of the balcony is the original design.



17. Bldg 16: The condition of the finishes in the tuck-under parking areas is typically degraded. Evidence of water penetration through the CMU wall also shown.



18. Bldg 17: South elevation. A sense of the slopes at the site and the changes in elevation is discernable in this photo.



19. Bldg 18: The original balcony design incorporated a concrete balcony deck.



20. Bldg 19: Minor damage to gypsum board finishes—in varying degrees—is typical in tuck-under parking areas.



21. Bldg 20: This building is one of 12 without tuck-under parking.



22. Bldg 21: Hot water boilers are located in closets which are accessible from the exterior. Vertically-oriented wood planks are used as a decorative and screening element.



23. Bldg 22 (at right): Handrails are not provided at all exterior walkways (foreground).



24. Bldg 23: East elevation. Original design stucco and wood balcony railings are still installed on this building.



25. Bldg 24: Hot water boilers are located in closets which are accessible from the exterior. Observed boilers were installed between 2004 and 2024. This one was installed in 2017.



26. Bldg 25: Exterior stairs lack closed risers and handrails on both sides. Guardrails are also non-compliant with current codes.



27. Bldg 26 (at right): The backflow prevention device for the domestic water supply is located near this building.



28. Bldg 27: The maintenance office is located in this building behind the roll-up door.



29. Bldg 28: Partial view of north elevation with landscaping. This is the older design for the replaced railings, but the stucco portion has been replaced on the long and the short sides of the balcony.



30. Bldg 29: West elevation. A sense of the slopes at the site and the changes in elevation can be gained from this photo.



31. Bldg 30: North elevation at center of photo. Efflorescence can be seen on CMU retaining wall.



32. Leasing Office building: Shown as Bldg 31 in City of Santa Clara records. There is no residential Bldg 31.



33. Bldg 32: A flexible gas line connection is installed on this building's boiler.



34. Bldg 33: North elevation. New plastic frame windows were installed in this building—and others—in 2014.



35. Bldg 34: Two welded steel moment frame braces are installed on each building with tuck-under parking.



36. Bldg 35: Minor damage to gypsum board finishes—in varying degrees—is typical in tuck-under parking areas.



37. Bldg 36: Exterior stairs lack visually contrasting stripes on all treads, as required, except at the Leasing Office. Note the variety in balcony railings.



38. Bldg 37: West elevation and asphalt-paved parking area.



39. Bldg 38: Exterior stairs lacks handrails and tread striping. Second balcony railing update design at far left. First design update shown elsewhere.



40. Bldg 39: The boiler in this building was the oldest one AllWest observed with a marking indicating September 6, 2005.



41. Bldg 40: Damaged wood on balcony railing. First railing update design.



42. Bldg 41: East elevation. A sense of the slopes at the site and the changes in elevation can be gained from this photo.



43. Clubhouse: South elevation. This building is shown as Bldg 42 in City of Santa Clara records.



44. Six wood-framed carports are provided.



45. Degraded wood elements on carports should be replaced.



46. Red concrete barrel tile roofs were installed on all buildings between 2007 and 2011.



47. Clubhouse: The BUR roofing system was reported to have been installed between 2007 and 2011.



48. Clubhouse: The BUR roofing system should be cleaned of detritus as part of routine maintenance.



49. Typical interior finishes and fixtures in apartments.



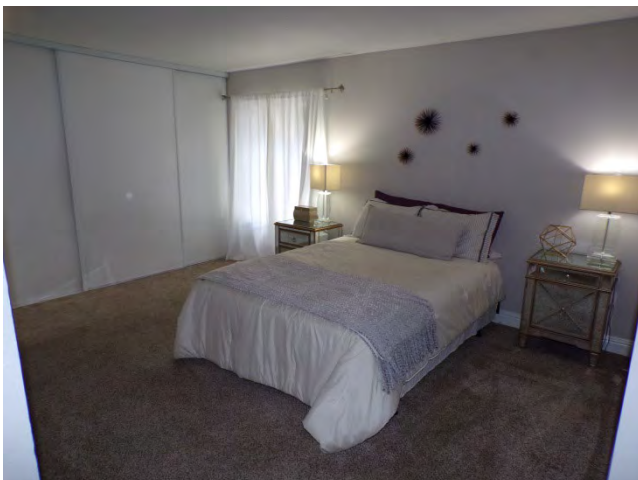
50. Typical interior finishes and fixtures in apartments.



51. Typical interior finishes and fixtures in apartment kitchens.



52. Typical interior finishes and fixtures in apartment kitchens.



53. Typical interior finishes and fixtures in apartments.



54. Typical interior finishes and fixtures in apartment bathrooms.



55. Typical interior finishes and fixtures in apartment bathrooms.



56. Typical interior finishes and fixtures in apartment bathrooms.



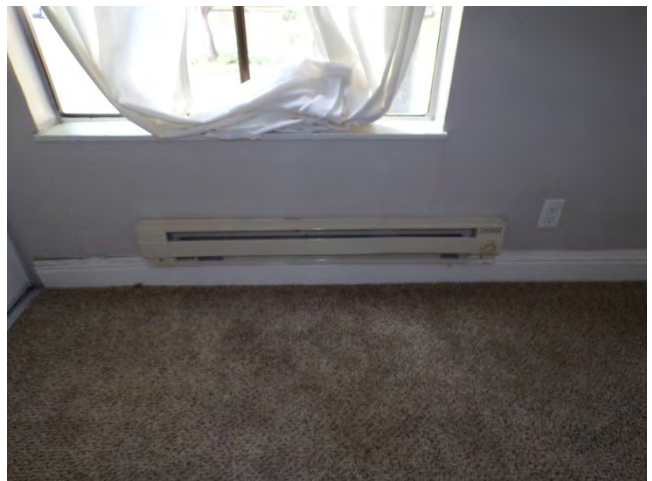
57. Two ton air conditioning units, manufactured by *Fedders*, are installed in a majority of apartments in exterior service closets. These date to original construction.



58. Small, electric in-wall heaters are installed in those apartments that have the original air conditioning units.



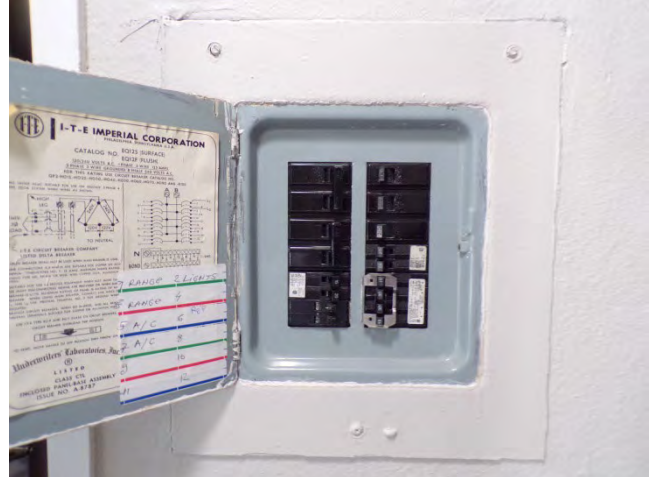
59. Washers and dryers have reportedly been installed in thirty-three apartments.



60. Baseboard heaters are installed in the bedrooms of those apartments that have the original air conditioning units.



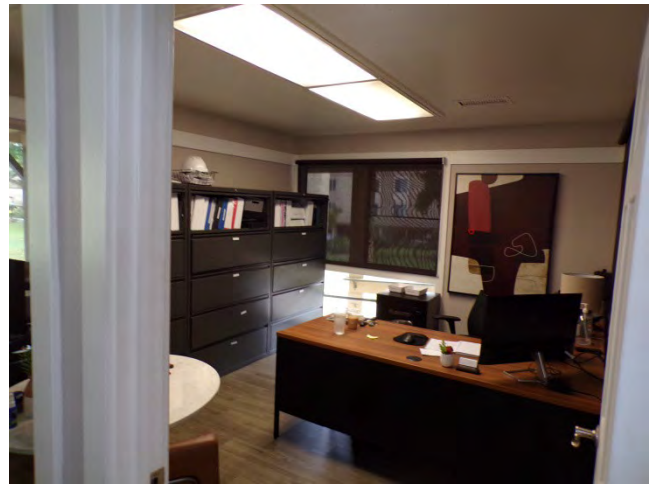
61. Original ITE 125 amp branch circuit breaker panel with original breakers are found in apartments with the older *Fedders* air conditioners.



62. Original ITE 125 amp branch circuit breaker panel with updated breakers are found in apartments with newer air conditioning equipment and washer and dryer.



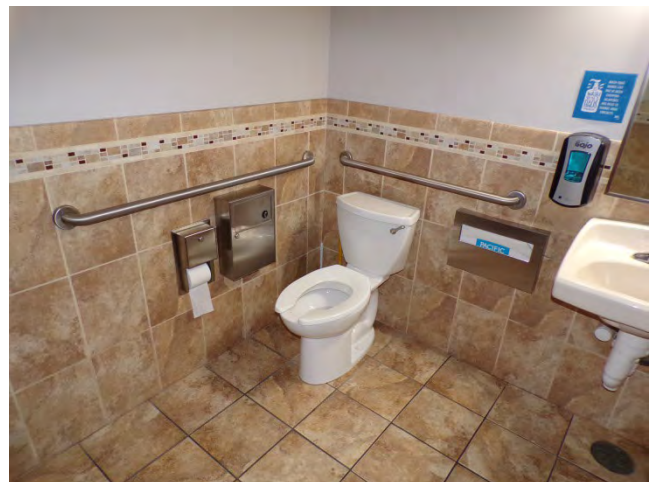
63. Leasing Office: Interior finishes and fixtures.



64. Leasing Office: Interior finishes and fixtures.



65. Leasing Office: Interior finishes and fixtures.



66. Leasing Office: Interior finishes and fixtures in restroom.



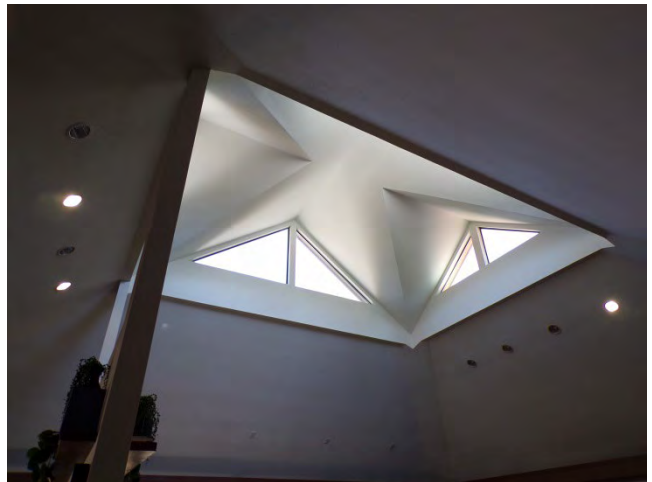
67. Clubhouse: Interior finishes and fixtures.



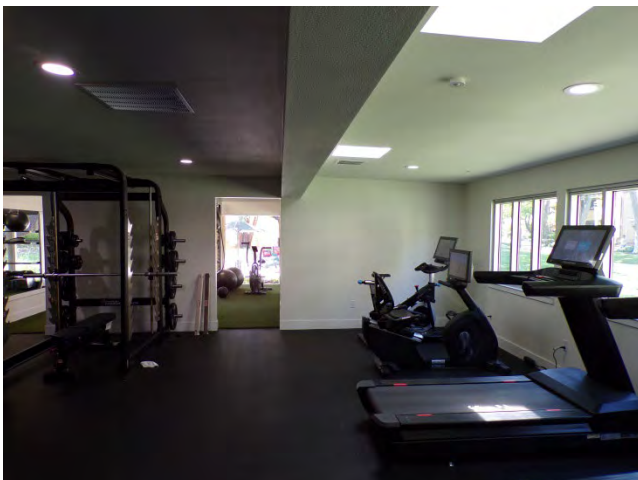
68. Clubhouse: Interior finishes and fixtures in kitchen area.



69. Clubhouse: Interior finishes and fixtures in conference room.



70. Clubhouse: Interior finishes and fixtures.



71. Clubhouse: Interior finishes and fixtures in the fitness area.



72. Clubhouse: A drinking fountain with bottle fill is installed in the fitness area.



73. Clubhouse: Interior finishes and fixtures in restroom.



74. Clubhouse: Interior finishes and fixtures in restroom.



75. Clubhouse: Interior finishes and fixtures in restroom.



76. Clubhouse: Interior finishes, fixtures, and equipment in pool equipment room.



77. Clubhouse: Interior finishes, fixtures, and equipment in pool equipment room. This boiler was installed in 2021.



78. Clubhouse: Interior finishes, fixtures, and equipment in pool equipment room. New pool pumps were reportedly installed in 2024.



79. Clubhouse: Three Raypak pool water heaters are provided. They were installed in 2017 and 2020.



80. Each 12-unit residential building has a 400 amp main service entrance panel, manufactured by ITE. The 8-unit buildings have 200 amp main panels.



81. Each residential building has a bank of separate meters, one for each apartment and one for common areas.



82. Clubhouse: A 200 amp main service entrance panel is installed; it was manufactured by Milbank.



83. Clubhouse: A 125 amp main service entrance panel is installed; it was manufactured by Murray.



84. Leasing Office: A five gallon electric water heater is installed; it lacks seismic strapping.



85. Apartment 8C: A two ton *Bryant* split-system heat pump was installed in 2023. This is one of the newer upgraded air conditioning systems.



86. Apartment 32J: A three ton *Trane* split-system air conditioner was installed in 2002. This is one of the older upgraded air conditioning systems. This is the only unit of this type at the property.



87. Degraded elements of landscaping were observed; tree stump shown.



88. Degraded elements of landscaping were observed; dying shrub shown.



89. Degraded elements of landscaping were observed; dead shrub shown.



90. Degraded elements of landscaping were observed; dying shrub shown.



91. Asphalt-paved parking areas and drive aisles are provided throughout.



92. The asphalt paving appeared in generally "Good" condition, though it is not without deficiencies.



93. Motorized gates are operated with electronic fobs or with keypad codes.



94. Degraded portions of the asphalt paving were observed in numerous locations.



95. Degraded portions of the asphalt paving were observed in numerous locations.



96. AllWest recommends that asphalt repairs and re-sealing be conducted during the reserve term.



97. Parking stall re-striping will also be required in conjunction with recommended asphalt repairs and re-sealing.



98. Changes in elevation greater than 1/4" in concrete site work create tripping hazards.



99. Abundant evidence of past concrete grinding to address tripping hazards was observed around the site.



100. Degraded portions of the concrete site were observed in numerous locations.



101. Degraded portions of the concrete site were observed in numerous locations.



102. Degraded portions of the concrete site were observed in numerous locations.



103. There are four fountains on the property; none are functional. Rehabilitation of the fountain equipment is recommended.



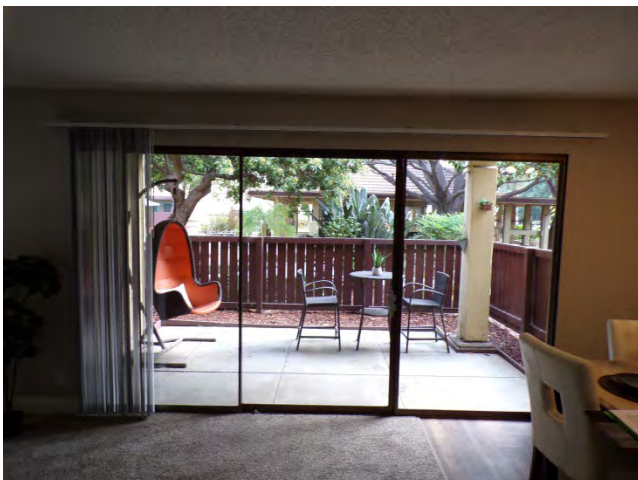
104. The tar paper on the underside of some carports is in a degraded condition.



105. At some carports, the tar paper is absent altogether.



106. Clubhouse: The paint on the plywood facings of the interior side of the parapets is in a degraded condition. Repainting is recommended.



107. An allowance to replace the 1969 vintage windows and sliding doors is included in the spreadsheet.



108. It was reported that concrete slab repairs to address differential settlement had been performed in units 2E, 2F, 2J, 33B, and 40A.



109. Rigid gas line connections were observed on some boilers.



110. One standard Accessible parking stall is located near the west elevation of Bldg 12.



111. One Van Accessible parking stall is located near the Leasing Office, at left.

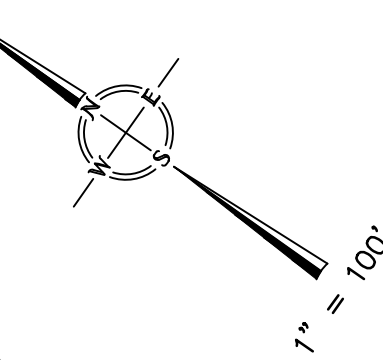


112. All observed fire extinguishers had current inspection tags.

APPENDIX A

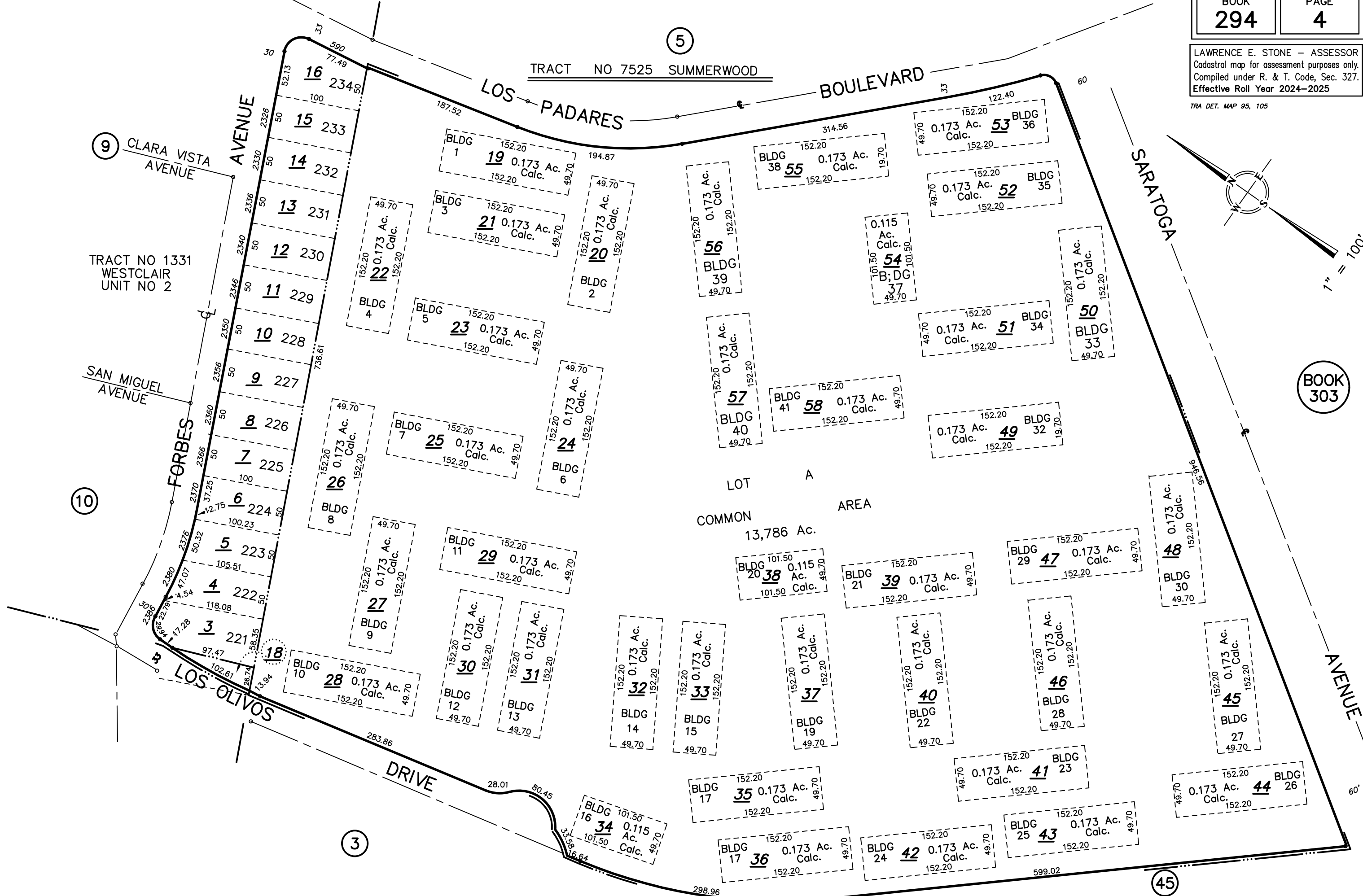
LAWRENCE E. STONE — ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2024–2025

TRA DET. MAP 95, 105



BOOK
303

TRACT NO 7525 SUMMERWOOD



Date	Permit Number	Record Type	Description	Address	Status
8/20/2024	BLD24-02794	Regular Building Permit	Bldg # 19 replace like for like 100 gal water heater	444 SARATOGA AV, SANTA CLARA CA 95050	Submitted
8/9/2024	BLD24-02680	Regular Building Permit	HVAC and Washer/Dryer Upgrades	444 SARATOGA AV, I, SANTA CLARA CA 95050	Pending Corrections
8/9/2024	BLD24-02678	Regular Building Permit	HVAC and Washer/Dryer Upgrades	444 SARATOGA AV, I, SANTA CLARA CA 95050	Pending Corrections
6/14/2024	BLD24-01938	Regular Building Permit	PERMIT FOR WORK ON BUILDING 18 1 DECK, UNIT 18CThe removal and replacement of existing 2nd floor balcony guardrails in-kind for BUILDING 18 UNIT 18C. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
6/14/2024	BLD24-01937	Regular Building Permit	PERMIT FOR WORK ON BUILDING 21 1 DECK, UNIT 21KThe removal and replacement of existing 2nd floor balcony guardrails in-kind for BUILDING 21 UNIT 21K. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
6/14/2024	BLD24-01936	Regular Building Permit	PERMIT FOR WORK ON BUILDING 28 1 DECK, UNIT 28LThe removal and replacement of existing 2nd floor balcony guardrails in-kind for BUILDING 28 UNIT 28L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
6/14/2024	BLD24-01935	Regular Building Permit	PERMIT FOR WORK ON BUILDING 33 1 DECK, UNIT 33KThe removal and replacement of existing 2nd floor balcony guardrails in-kind for BUILDING 33 UNIT 33K. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
6/14/2024	BLD24-01934	Regular Building Permit	PERMIT FOR WORK ON BUILDING 7 1 DECK, UNIT 7LThe removal and replacement of existing 2nd floor balcony guardrails in-kind for BUILDING 7 UNIT 7L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
6/4/2024	BLD24-01798	Regular Building Permit	PERMIT FOR WORK ON BUILDING 32, 1 DECK, UNIT 32KThe removal and replacement of existing 2nd floor balcony guardrails in-kind for building 32 UNIT 32K. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1.	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
5/6/2024	BLD24-01429	Regular Building Permit	PERMIT FOR WORK ON BUILDING 26, 1 UNIT 26D. THE REMOVAL AND REPLACEMENT OF EXISTING 2ND FLOOR BALCONY GUARDRAILS IN-KIND FOR BUILDING 26 UNIT 26D. REPLACE DRY ROT SUPPORTING FRAMING.PLEASE REFER TO MASTER PLAN REVISION BLD23-67896-REV1.	444 SARATOGA AV, 26D, SANTA CLARA CA 95050	Finaled
4/17/2024	BLD22-67187-REV1	Building Revision	REV1- Removal of Shade Canopy to document as-built condition per inspector's request	444 SARATOGA AV, SANTA CLARA CA 95050	Issued
4/11/2024	BLD24-01171	Regular Building Permit	Building 13: Replacing 40 gallon water heater.See exp permit BLD22-65571 100 gallon water heater	444 SARATOGA AV, SANTA CLARA CA 95050	Submitted
4/11/2024	BLD24-01170	Regular Building Permit	Building 38: R/R 40 gallon water heater. Same Location.See exp permit BLD22-65570 100 gallon water heater	444 SARATOGA AV, SANTA CLARA CA 95050	Submitted
4/11/2024	BLD24-01169	Regular Building Permit	BUILDING 14: Replacing 100 gallon water heater. Like for like	444 SARATOGA AV, SANTA CLARA CA 95050	Submitted
4/11/2024	BLD24-01168	Regular Building Permit	BUILDING 34: Remove and Replacing 100 gallon water heater. Like for like	444 SARATOGA AV, SANTA CLARA CA 95050	Submitted
1/2/2024	BLD24-00019	Regular Building Permit	BLD12 Units A-L - HVAC and Washer Dryer Conversion. Master plan BLD23-70529.	444 SARATOGA AV, A, SANTA CLARA CA 95050	Issued
11/14/2023	BLD23-71530	Regular Building Permit	Install new HVAC and Washer Dryer. Building 9 units A-L Master Permit BLD23-70529	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
9/19/2023	BLD23-70928	Regular Building Permit	Install new HVAC and washer dryer conversions in Building 8, Units A-L (MASTER PERMIT BLD23-70529).	444 SARATOGA AV, SANTA CLARA CA 95050	Issued
8/16/2023	BLD23-70529	Regular Building Permit	(MASTER PLAN- DO NOT ISSUE) Install new HVAC & Washer Dryer Conversions for 410 units.NOTE: This is to address expired Master Plan BLD2020-58174//per EFLO Manually charge \$2,509.98 for master plan check fees for ALL child permits	444 SARATOGA AV, SANTA CLARA CA 95050	Reviews Complete
6/12/2023	BLD23-69680	Regular Building Permit	BUILDING 34 - 5 DECKS FOR UNITS 34D, 34G, 34H, 34K, AND 34L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 34 unitsUNITS 34C,34D, 34G, 34H, 34K, AND 34L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896	444 SARATOGA AV, SANTA CLARA CA 95050	Ready to Issue
6/12/2023	BLD23-69679	Regular Building Permit	BUILDING 32 - 6 DECKS FOR UNITS 32C, 32D, 32G, 32H, 32K, AND 32L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 32 unitsUNITS 32C,32D, 32G, 32H, 32K, AND 32L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896	444 SARATOGA AV, SANTA CLARA CA 95050	Ready to Issue
5/19/2023	BLD23-69432	Regular Building Permit	PERMIT FOR WORK ON BUILDING 8, 2 DECKS, UNITS 8G, AND 8L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 8 unitsUNITS 8G, AND 8L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, G, SANTA CLARA CA 95050	Issued
5/19/2023	BLD23-69431	Regular Building Permit	PERMIT FOR WORK ON BUILDING 3, 6 DECKS, UNITS 3C, 3D, 3G, 3H, 3K AND 3L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 3 unitsUNITS 3C, 3D, 3G, 3H, 3K AND 3L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued

5/17/2023	BLD23-69398	Regular Building Permit	PERMIT FOR WORK ON BUILDING 1, 6 DECKS, UNITS 1C, 1D, 1G, 1H, 1K AND 1L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 1 unitsUNITS 1C, 1D, 1G, 1H, 1K AND 1L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Finald
5/17/2023	BLD23-69399	Regular Building Permit	PERMIT FOR WORK ON BUILDING 11, 5 DECKS, UNITS 11C, 11D, 11G, 11K, AND 11L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 11 units. UNITS 11C, 11D, 11G, 11K, AND 11L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued
5/17/2023	BLD23-69401	Regular Building Permit	PERMIT FOR WORK ON BUILDING 5, 5 DECKS, UNITS 5C, 5G, 5H, 5K AND 5L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 5 unitsUNITS 5C, 5G, 5H, 5K AND 5L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Finald
5/17/2023	BLD23-69404	Regular Building Permit	PERMIT FOR WORK ON BUILDING 2, 4 DECKS, UNITS 2C, 2D, 2G, AND 2L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 2 unitsUNITS 2C, 2D, 2G, AND 2L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Finald
5/10/2023	BLD23-69324	Regular Building Permit	PERMIT FOR WORK ON BUILDING 23, 6 DECKS, UNITS 23C, 23D, 23G, 23H, 23K AND 23L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 23 units UNITS 23C, 23D, 23G, 23H, 23K AND 23L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued
5/10/2023	BLD23-69322	Regular Building Permit	PERMIT FOR WORK ON BUILDING 27, 5 DECKS, UNITS 27C, 27D, 27H, 27K, AND 27L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 27 units UNITS 27C, 27D, 27H, 27K, AND 27L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued
5/10/2023	BLD23-69320	Regular Building Permit	PERMIT FOR WORK ON BUILDING 28, 3 DECKS, UNITS 28C, 28G, AND 28L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 28 units UNITS 28C, 28G, AND 28L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued
5/9/2023	BLD23-69310	Regular Building Permit	PERMIT FOR WORK ON BUILDING 38, 7 DECKS, UNITS 38B, 38C, 38D, 38G, 38I, 38J AND 38L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 38 units 38B, 38C, 38D, 38G, 38I, 38J AND 38L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, B, SANTA CLARA CA 95050	Finald
5/9/2023	BLD23-69311	Regular Building Permit	PERMIT FOR WORK ON BUILDING 35, 5 DECKS, UNITS 35C, 35D, 35G, 35H AND 35L.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building 35 units UNITS 35C, 35D, 35G, 35H AND 35L. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Issued
4/10/2023	BLD23-68959	Building Permit	6 DECKS BUILDING 41: 41C, 41D, 41G, 41H, 41K, AND 41L.The removal and replacement of (E) 2nd floor balcony guardrails in-kind. Replace dry rot supporting framing.Please refer to master plan revision BLD23-67896.	444 SARATOGA AV, SANTA CLARA CA 95050	Finald
4/10/2023	BLD23-68958	Building Permit	BUILDING 37 UNITS: 37C, 37D, 37G, AND 37H.The removal and replacement of existing 2nd floor balcony guardrails in-kind for building. Replace dry rot support framing.Please refer to master plan revision BLD23-67896-REV1	444 SARATOGA AV, C, SANTA CLARA CA 95050	Finald
3/16/2023	BLD23-67896-REV1	Building Revision	REV1 - Remove two options of deck styles	444 SARATOGA AV, SANTA CLARA CA 95050	Issued
2/22/2023	BLD23-68415	Building Permit	PERMIT FOR WORK ON BUILDING 39, 4 DECKS, UNITS 39G, 39H, 39K, AND 39LThe removal and replacement of existing 2nd floor balcony guardrails in-kind for building 39 units 39G, 39H, 39K AND 39L. Replace dry rot support framing.Please refer to master plan BLD23-67896/ 444 Saratoga Ave.	444 SARATOGA AV, G, SANTA CLARA CA 95050	Finald
2/21/2023	BLD23-68402	Building Permit	Scope of Work / Project Description:PERMIT FOR WORK ON BUILDING 36, 3 DECKS, UNITS 36H, 36K, AND 36LThe removal and replacement of existing 2nd floor balcony guardrails in-kind for building 36 units 36H, 36K AND 36L. Replace dry rot support framing.Please refer to master plan BLD23-67896/ 444 Saratoga Ave.	444 SARATOGA AV, H, SANTA CLARA CA 95050	Finald
1/2/2023	BLD23-67896	Building Permit	MASTER PLAN (DO NOT ISSUE): The removal and replacement of existing 2nd floor balcony guardrails in-kind for buildings 1-41. Replace dry rot support framing.	444 SARATOGA AV, SANTA CLARA CA 95050	Reviews Complete
11/18/2022	BLD22-67496	Building Permit	Renovations to clubhouse and leasing office; ADA improvements.	444 SARATOGA AV, SANTA CLARA CA 95050	Finald
10/21/2022	BLD22-67187	Building Permit	New patios, outdoor kitchen, shade sail canopy, plumbing, electrical, planting, irrigation, and other minor site features.REV1- Removal of Shade Canopy to document as-built condition per inspector's request//	444 SARATOGA AV, SANTA CLARA CA 95050	Issued

8/2/2022	22TMPR-004234	Building Permit	Replace wood with dryrot on patio structures.	444 SARATOGA AV, SANTA CLARA CA 95050	
6/28/2022	BLD22-65887	Building Permit	replace 100 gallon water heater like for like in building 42	444 SARATOGA AV, 42, SANTA CLARA CA 95050	Application Expired
5/31/2022	BLD22-65571	Building Permit	Replace 100 gallon water heater for building 13.	444 SARATOGA AV, 13, SANTA CLARA CA 95050	Permit Expired
5/31/2022	BLD22-65570	Building Permit	Replace 100 gallon water heater in building 38.	444 SARATOGA AV, 38, SANTA CLARA CA 95050	Permit Expired
5/18/2022	BLD22-65442	Building Permit	Unit 23 - Replace 100 gallon water heater.	444 SARATOGA AV, 23, SANTA CLARA CA 95050	Permit Expired
2/22/2022	BLD22-64473	Building Permit	Replace 100 gallon water heater like for like in building 35	444 SARATOGA AV, 35, SANTA CLARA CA 95050	Finalized
7/1/2020	BLD2020-58552	Building Permit	BLDG: FOUNDATION AND RETAINING WALL REPAIRS AT BUILDING 17 UNIT J	444 SARATOGA AV, 17 J, SANTA CLARA CA 95050	Finalized
7/1/2020	BLD2020-58551	Building Permit	BLDG: FOUNDATION AND RETAINING WALL REPAIRS AT BUILDING 14 UNIT J	444 SARATOGA AV, 14 J, SANTA CLARA CA 95050	Finalized
7/1/2020	BLD2020-58550	Building Permit	BLDG: FOUNDATION AND RETAINING WALL REPAIRS AT BUILDING 8 UNIT J	444 SARATOGA AV, 8 J, SANTA CLARA CA 95050	Finalized
5/19/2020	BLD2020-58174	Building Permit	MASTER PLAN- DO NOT ISSUE: Installation of 410 HVAC and Stackable Washer & Dryers	444 SARATOGA AV, SANTA CLARA CA 95050	Application Expired
10/3/2019	BLD2019-56294	Building Permit	Apartment Buildings: 17E, 14J, 14B, 14A, 40J, 35E, 12C, 41C, 28F, 39E. Replace windows.	444 SARATOGA AV, 39 E, SANTA CLARA CA 95050	Finalized
9/10/2019	BLD2019-56009	Building Permit	Install dedicated gas line for BBQ grill in common area	444 SARATOGA AV, 21, SANTA CLARA CA 95050	Finalized
9/10/2019	BLD2019-56008	Building Permit	Install dedicated gas line for BBQ grill in common area	444 SARATOGA AV, 20, SANTA CLARA CA 95050	Finalized
11/28/2016	BLD2016-45072	Building Permit	Re-roof from built-up capsheet to built-up capsheet- CARPORTS ONLY. Total of 6 carports.	444 SARATOGA AV, SANTA CLARA CA 95050	Expired
11/4/2016	BLD2016-44841	Building Permit	R/R (e) outdoor lighting fixtures, 131 units, around the property. Install 2 new outdoor lighting fixtures.	444 SARATOGA AV, SANTA CLARA CA 95050	Application Expired
5/19/2016	BLD2016-42804	Building Permit	TI CLUBHOUSE Complete new finishes and Interior remodel & NEW EXTERIOR DECK with outdoor kitchen building	444 SARATOGA AV, SANTA CLARA CA 95050	Application Expired
4/20/2016	BLD1988-077227	Building Permit		444 SARATOGA AV, SANTA CLARA CA 95050	Received
4/14/2016	BLD1988-076863	Building Permit		444 SARATOGA AV, 1, SANTA CLARA CA 95050	Received
4/14/2016	BLD1988-076848	Building Permit		444 SARATOGA AV, SANTA CLARA CA 95050	Received
7/14/2014	BLD2014-35626	Building Permit	r/r windows and sliding glass doors to building 30, remove and replace stucco to access work, include 12 sliding glass doors & 24 windows	444 SARATOGA AV, 30, SANTA CLARA CA 95050	Finalized
7/14/2014	BLD2014-35625	Building Permit	r/r windows and sliding glass doors to building 33, remove and replace stucco to access work, include 12 sliding glass doors & 24 windows	444 SARATOGA AV, 33, SANTA CLARA CA 95050	Finalized
7/14/2014	BLD2014-35624	Building Permit	r/r windows and sliding glass doors to building 36, remove and replace stucco to access work, include 12 sliding glass doors & 24 windows	444 SARATOGA AV, 36, SANTA CLARA CA 95050	Finalized
7/14/2014	BLD2014-35623	Building Permit	r/r windows and sliding glass doors to building 39, remove and replace stucco to access work, include 12 sliding glass doors & 24 windows	444 SARATOGA AV, 39, SANTA CLARA CA 95050	Finalized
3/5/2014	BLD2014-34353	Building Permit	Replace valve #6 and replace piping from from valve to Bldgs 14, 15, 16 & 17. //MF=1	444 SARATOGA AV, SANTA CLARA CA 95050	Finalized
7/25/2013	BLD2013-32359	Building Permit	Convert Remaining (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 7 UNITS A/B/C/D/E/F/G/H/I/J/L (10 UNITS) See master permit BLD2012-29616	444 SARATOGA AV, 7, SANTA CLARA CA 95050	Finalized
5/30/2013	BLD2013-31841	Building Permit	Convert Remaining (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 5 UNIT A/B/C/D/E/F/G/H/I/J/K/L (12 UNITS) *SEE BLD2012-29616 for master plan	444 SARATOGA AV, 5 A, SANTA CLARA CA 95050	Finalized
3/13/2013	BLD2013-31149	Building Permit	MASTER PLAN-SEE BLD2012-29616--Convert (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 3 UNITS A/B/C/D/E/F/G/H/I/J/K/L (12 UNITS)	444 SARATOGA AV, 3 A, SANTA CLARA CA 95050	Finalized
9/6/2012	BLD2012-29616	Building Permit	**MASTER PLAN***Convert Remaining (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 4 UNITS B/D/E/F/G/H/I/J/K/L (10 UNITS). //MF=13	444 SARATOGA AV, 4 B, SANTA CLARA CA 95050	Finalized
8/9/2012	BLD2012-29387	Building Permit	POOL RENOVATION, DECK AND SPA ONLY. //MF=4	444 SARATOGA AV, SANTA CLARA CA 95050	Finalized
1/25/2012	BLD2012-27682	Building Permit	Convert Remaining (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 4 UNITS A / C - MASTER PLAN BLD2012-29616. //MF=11	444 SARATOGA AV, 4 A, SANTA CLARA CA 95050	Finalized
10/14/2011	BLD2011-26803	Building Permit	Convert Remaining (E) Closets To Laundry Units / Remove (E) Electric Resistance Heaters & AC & Replace With (N) Heat Pumps / BLDG 4 UNITS A / C	444 SARATOGA AV, 4 A, SANTA CLARA CA 95050	Application Expired
9/14/2011	BLD2011-26541	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 11, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 11, SANTA CLARA CA 95050	Finalized
9/14/2011	BLD2011-26540	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 34, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 34, SANTA CLARA CA 95050	Finalized
9/14/2011	BLD2011-26539	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 27, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 27, SANTA CLARA CA 95050	Finalized
9/14/2011	BLD2011-26538	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 23, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 23, SANTA CLARA CA 95050	Finalized
9/14/2011	BLD2011-26537	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 17, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 17, SANTA CLARA CA 95050	Finalized

9/14/2011	BLD2011-26536	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 4, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 4, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26535	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 3, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 3, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26534	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 33, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 33, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26533	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 25, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 25, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26532	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 19, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 19, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26531	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 9, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 9, SANTA CLARA CA 95050	Final
9/14/2011	BLD2011-26529	Building Permit	Re-roof 4:12 & 8:12 pitched residential apartment roof for building # 5, tear off existing layer of tile, install new 3/4" plywood and Eagle Tile ESR-1900/CRRC # 0918-0033	444 SARATOGA AV, 5, SANTA CLARA CA 95050	Final
7/12/2011	BLD1988-076642	Building Permit	ALTER INTERIOR, REPLACE FIXTURE, ADD SWAMP COOL & EXHA SER2010-B0252 Repair receptacles & conductor in same locations due to fire. Replace switches & lights in same location.	444 SARATOGA AV, SANTA CLARA CA 95050	Final
10/8/2010	BLD2010-23761	Building Permit		444 SARATOGA AV, 2 F, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22154	Building Permit	Re-Roof Apartment B38 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 38, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22153	Building Permit	Re-Roof Apartment B37 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 37, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22152	Building Permit	Re-Roof Apartment B36 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 36, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22151	Building Permit	Re-Roof Apartment B18 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 18, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22150	Building Permit	Re-Roof Apartment B16 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 16, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22149	Building Permit	Re-Roof Apartment B15 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 15, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22148	Building Permit	Re-Roof Apartment B13 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 13, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22147	Building Permit	Re-Roof Apartment B7 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 7, SANTA CLARA CA 95050	Final
4/13/2010	BLD2010-22146	Building Permit	Re-Roof Apartment B2 to remove 1 layer of tile, (N) Ply, & install (N) Tile.	444 SARATOGA AV, 2, SANTA CLARA CA 95050	Final
11/2/2009	BLD2009-21071	Building Permit	12-Unit Apartment re-pipe for building # 23 (Units A Thru L)	444 SARATOGA AV, 23, SANTA CLARA CA 95050	Final
11/2/2009	BLD2009-21070	Building Permit	8-Unit Apartment re-pipe for building # 22 (Units A Thru H)	444 SARATOGA AV, 37, SANTA CLARA CA 95050	Final
10/29/2009	BLD2009-21054	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B & F in Building 37 into Laundry Room	444 SARATOGA AV, 37 B, SANTA CLARA CA 95050	Final
10/29/2009	BLD2009-21052	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 23 into Laundry Room	444 SARATOGA AV, 23 B, SANTA CLARA CA 95050	Final
9/30/2009	BLD2009-20832	Building Permit	12-Unit Apartment re-pipe for building # 22 (Units A Thru L)	444 SARATOGA AV, 22, SANTA CLARA CA 95050	Final
9/30/2009	BLD2009-20831	Building Permit	12-Unit Apartment re-pipe for building # 17 (Units A Thru L)	444 SARATOGA AV, 17, SANTA CLARA CA 95050	Final
9/29/2009	BLD2009-20822	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 22 into Laundry Room	444 SARATOGA AV, 22 B, SANTA CLARA CA 95050	Final
9/29/2009	BLD2009-20821	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 17 into Laundry Room	444 SARATOGA AV, 17 B, SANTA CLARA CA 95050	Final
9/18/2009	BLD2009-20768	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 36 into Laundry Room	444 SARATOGA AV, 36 B, SANTA CLARA CA 95050	Final
9/16/2009	HOU2009-01257	Housing Inspection		444 SARATOGA AV, SANTA CLARA CA 95050	Active
8/28/2009	BLD2009-20613	Building Permit	12-Unit Apartment re-pipe for building # 36 (Units A Thru L)	444 SARATOGA AV, 36, SANTA CLARA CA 95050	Final
8/28/2009	BLD2009-20612	Building Permit	12-Unit Apartment re-pipe for building # 27 (Units A Thru L)	444 SARATOGA AV, 27, SANTA CLARA CA 95050	Final
8/26/2009	BLD2009-20581	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 27 into Laundry Room	444 SARATOGA AV, 27 B, SANTA CLARA CA 95050	Final
8/19/2009	BLD2009-20525	Building Permit	12-Unit Apartment re-pipe for building # 13 (Units A Thru L)	444 SARATOGA AV, 13, SANTA CLARA CA 95050	Final
8/4/2009	BLD2009-20401	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 13 into Laundry Room	444 SARATOGA AV, 13 B, SANTA CLARA CA 95050	Final
7/20/2009	BLD2009-20291	Building Permit	Water re-pipe apartment building # 1 (Units A Thru L)	444 SARATOGA AV, 1 A, SANTA CLARA CA 95050	Final
6/30/2009	BLD2009-20171	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM / BLDG 1 UNITS B / F / J *MASTER PLAN - BLD2008-16213*	444 SARATOGA AV, 1 B, SANTA CLARA CA 95050	Final
5/28/2009	BLD2009-19958	Building Permit	Water Re-pipe Building 41 for 12 Units (Units A Thru L)	444 SARATOGA AV, 41, SANTA CLARA CA 95050	Final
5/21/2009	BLD2009-19914	Building Permit	Re-roof pitched apartment # 12 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR- 4660 or 1990	444 SARATOGA AV, 12, SANTA CLARA CA 95050	Final
5/7/2009	BLD2009-19831	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM / BLDG 41 UNITS D / H / L *MASTER PLAN - BLD2008-16213*	444 SARATOGA AV, 41 D, SANTA CLARA CA 95050	Final

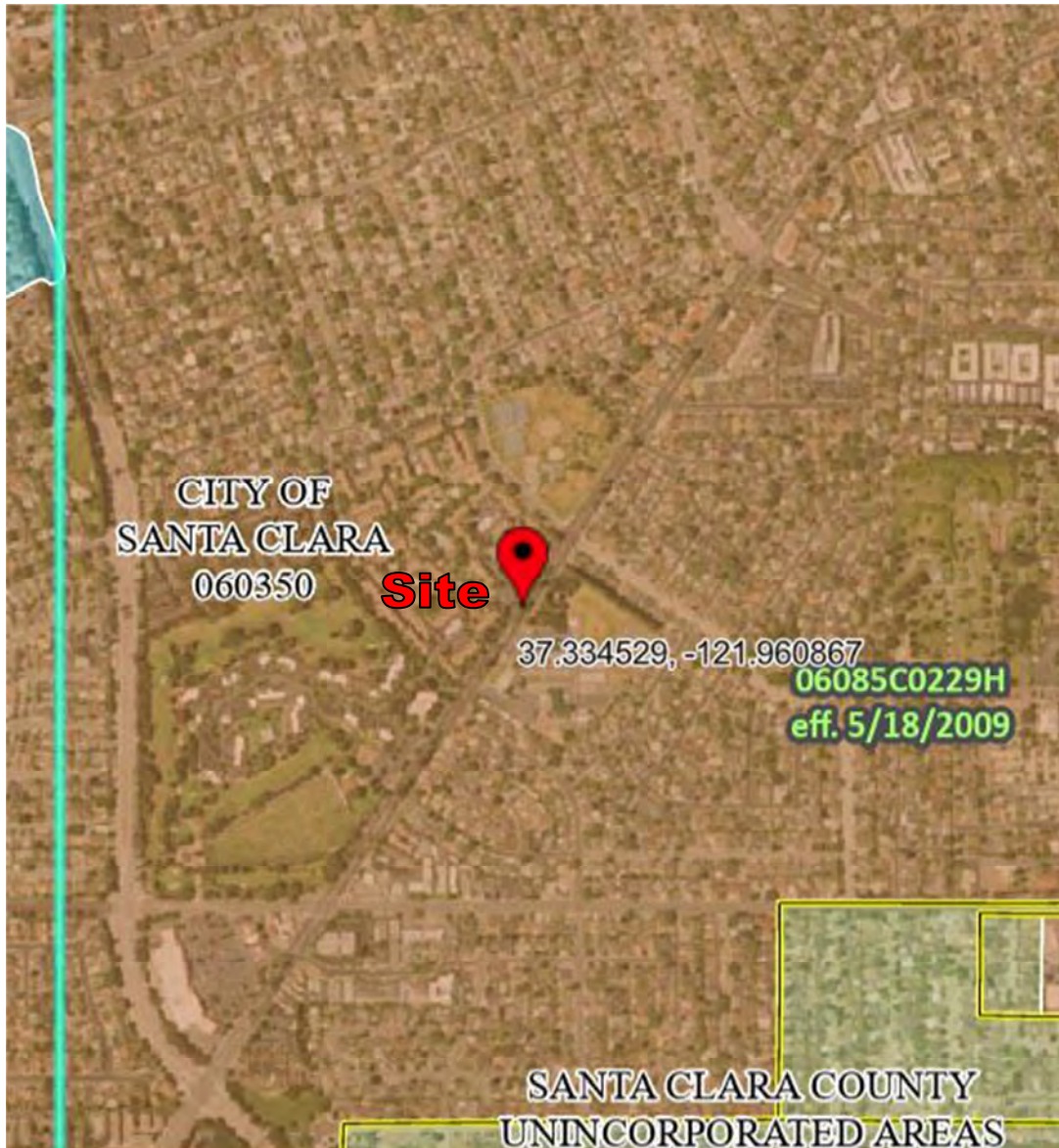
5/7/2009	BLD2009-19830	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM / BLDG 5 UNITS B / F / J *MASTER PLAN - BLD2008-16213*	444 SARATOGA AV, 5 B, SANTA CLARA CA 95050	Finaled
4/22/2009	BLD2009-19715	Building Permit	Water re-pipe apartment building # 5 (Units A Thru L)	444 SARATOGA AV, 5, SANTA CLARA CA 95050	Finaled
3/18/2009	BLD2009-19493	Building Permit	Re-roof pitched apartment # 22 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR- 4660 or 1990	444 SARATOGA AV, 22, SANTA CLARA CA 95050	Finaled
3/9/2009	BLD2009-19412	Building Permit	Water Re-pipe 12 Units (Units A Thru L)	444 SARATOGA AV, 15, SANTA CLARA CA 95050	Finaled
3/2/2009	BLD2009-19370	Building Permit	Re-roof apartment # 8 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR- 4660 or 1990	444 SARATOGA AV, 8, SANTA CLARA CA 95050	Finaled
3/2/2009	BLD2009-19368	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 15 into Laundry Room	444 SARATOGA AV, 15 B, SANTA CLARA CA 95050	Finaled
2/18/2009	BLD2009-19309	Building Permit	Re-roof apartment # 40 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR- 4660 or 1990	444 SARATOGA AV, 40 A, SANTA CLARA CA 95050	Expired
2/18/2009	BLD2009-19308	Building Permit	Re-roof apartment # 1 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR- 4660 or 1990	444 SARATOGA AV, 1 A, SANTA CLARA CA 95050	Finaled
2/11/2009	BLD2009-19282	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM / BLDG 20 UNITS D / H	444 SARATOGA AV, 20 D, SANTA CLARA CA 95050	Finaled
1/21/2009	BLD2009-19167	Building Permit	Water re-pipe building 14 to copper (units A - L)	444 SARATOGA AV, 14, SANTA CLARA CA 95050	Finaled
1/21/2009	BLD2009-19166	Building Permit	Water re-pipe building 20 to copper (units A - H)	444 SARATOGA AV, 20 A, SANTA CLARA CA 95050	Finaled
1/21/2009	BLD2009-19160	Building Permit	Water re-pipe building 8 to copper (units A - L)	444 SARATOGA AV, 8, SANTA CLARA CA 95050	Finaled
1/16/2009	BLD2009-19141	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 8 into Laundry Room	444 SARATOGA AV, 8 B, SANTA CLARA CA 95050	Finaled
1/16/2009	BLD2009-19140	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 14 into Laundry Room	444 SARATOGA AV, 14 B, SANTA CLARA CA 95050	Finaled
12/18/2008	BLD2008-18991	Building Permit	Re-roof apartment # 29 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR-1900	444 SARATOGA AV, 29, SANTA CLARA CA 95050	Finaled
12/18/2008	BLD2008-18990	Building Permit	Re-roof apartment # 14 to include tear-off existing tile roof, add 3/4" CDX plywood over spaced sheathing, and lay new Eagle Malibu tile. ESR-1900	444 SARATOGA AV, 14, SANTA CLARA CA 95050	Finaled
11/19/2008	BLD2008-18757	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 21 into Laundry Room	444 SARATOGA AV, 21 D, SANTA CLARA CA 95050	Finaled
11/19/2008	BLD2008-18756	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 40 into Laundry Room	444 SARATOGA AV, 40 D, SANTA CLARA CA 95050	Finaled
11/19/2008	BLD2008-18755	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 25 into Laundry Room	444 SARATOGA AV, 25 B, SANTA CLARA CA 95050	Finaled
11/17/2008	BLD2008-18746	Building Permit	Water Re-pipe 12 Units for Building 21 (Units A Thru L)	444 SARATOGA AV, 21, SANTA CLARA CA 95050	Finaled
11/17/2008	BLD2008-18745	Building Permit	Water Re-pipe 12 Units for Building 25 (Units A Thru L)	444 SARATOGA AV, 25, SANTA CLARA CA 95050	Finaled
11/17/2008	BLD2008-18744	Building Permit	Water Re-pipe 12 Units for Building 40 (Units A Thru L)	444 SARATOGA AV, 40, SANTA CLARA CA 95050	Finaled
9/29/2008	BLD2008-18329	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 4 into Laundry Room	444 SARATOGA AV, 4 D, SANTA CLARA CA 95050	Finaled
9/29/2008	BLD2008-18334	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 19 into Laundry Room	444 SARATOGA AV, 7 B, SANTA CLARA CA 95050	Finaled
9/29/2008	BLD2008-18333	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 4 into Laundry Room	444 SARATOGA AV, 11 D, SANTA CLARA CA 95050	Finaled
9/29/2008	BLD2008-18332	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 4 into Laundry Room	444 SARATOGA AV, 2 D, SANTA CLARA CA 95050	Finaled
9/24/2008	BLD2008-18281	Building Permit	Water Re-pipe 12 Units (Units A Thru L)	444 SARATOGA AV, 11, SANTA CLARA CA 95050	Finaled
7/16/2008	BLD2008-17609	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 39 A, SANTA CLARA CA 95050	Finaled
7/16/2008	BLD2008-17608	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 32 A, SANTA CLARA CA 95050	Finaled
7/16/2008	BLD2008-17607	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 9 A, SANTA CLARA CA 95050	Finaled
7/16/2008	BLD2008-17606	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 4 A, SANTA CLARA CA 95050	Finaled
7/16/2008	BLD2008-17605	Building Permit	Residential Water Re-pipe / Water Heater (Units A Thru L)	444 SARATOGA AV, 10 A, SANTA CLARA CA 95050	Finaled
7/14/2008	BLD2008-17574	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 39 into Laundry Room	444 SARATOGA AV, 39 B, SANTA CLARA CA 95050	Finaled
7/14/2008	BLD2008-17573	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 10 into Laundry Room	444 SARATOGA AV, 10 D, SANTA CLARA CA 95050	Finaled
7/14/2008	BLD2008-17572	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B,F, & J in Building 4 into Laundry Room	444 SARATOGA AV, 4 B, SANTA CLARA CA 95050	Cancelled
7/14/2008	BLD2008-17571	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F & J in Building 9 into Laundry Room	444 SARATOGA AV, 9 B, SANTA CLARA CA 95050	Finaled

7/14/2008	BLD2008-17570	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F & J in Building 32 into Laundry Room	444 SARATOGA AV, 32 B, SANTA CLARA CA 95050	Finaled
5/27/2008	BLD2008-17079	Building Permit	Replace existing electrical conduit for spa equipment	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled
5/20/2008	BLD2008-17020	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, & J, in Building 38 into Laundry Room	444 SARATOGA AV, 38, SANTA CLARA CA 95050	Finaled
5/20/2008	BLD2008-17019	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 35 into Laundry Room	444 SARATOGA AV, 35, SANTA CLARA CA 95050	Finaled
5/20/2008	BLD2008-17018	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 28 into Laundry Room	444 SARATOGA AV, 28, SANTA CLARA CA 95050	Finaled
5/20/2008	BLD2008-17017	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 18 into Laundry Room	444 SARATOGA AV, 18, SANTA CLARA CA 95050	Finaled
5/19/2008	BLD2008-17005	Building Permit	Water Re-pipe Building 38 - (12 Units A Thru L)	444 SARATOGA AV, 38, SANTA CLARA CA 95050	Finaled
5/19/2008	BLD2008-17004	Building Permit	Water Re-pipe Building 28 - (12 Units A Thru L)	444 SARATOGA AV, 28, SANTA CLARA CA 95050	Finaled
5/19/2008	BLD2008-17003	Building Permit	Water Re-pipe Building 18 - (12 Units A Thru L)	444 SARATOGA AV, 18, SANTA CLARA CA 95050	Finaled
5/19/2008	BLD2008-17002	Building Permit	Water Re-pipe Building 35 - (12 Units A Thru L)	444 SARATOGA AV, 35, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16921	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 24 into Laundry Room	444 SARATOGA AV, 24 B, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16920	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 3 into Laundry Room	444 SARATOGA AV, 3 B, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16919	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B, F, & J in Building 19 into Laundry Room	444 SARATOGA AV, 19 B, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16918	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units B & F in Building 16 into Laundry Room	444 SARATOGA AV, 16 B, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16917	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 33 into Laundry Room	444 SARATOGA AV, 33 D, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16916	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 29 into Laundry Room	444 SARATOGA AV, 29 D, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16915	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 6 into Laundry Room	444 SARATOGA AV, 6 D, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16914	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 26 into Laundry Room	444 SARATOGA AV, 26 D, SANTA CLARA CA 95050	Finaled
5/7/2008	BLD2008-16913	Building Permit	Master Plan BLD2008-16213 ~ Convert existing closet in units D, H, & L in Building 30 into Laundry Room	444 SARATOGA AV, 31, SANTA CLARA CA 95050	Finaled
5/1/2008	BLD2008-16827	Building Permit	Add Building & Electrical to BLD2008-16658 / Washer / Dryer Hook-up in Units B, F, & J ONLY	444 SARATOGA AV, 34 B, SANTA CLARA CA 95050	Finaled
4/17/2008	BLD2008-16660	Building Permit	Water Re-pipe Building 24 - (12 Units A Thru L)	444 SARATOGA AV, 24, SANTA CLARA CA 95050	Finaled
4/17/2008	BLD2008-16659	Building Permit	Water Re-pipe Building 30 (12 Units A Thru L)	444 SARATOGA AV, 30, SANTA CLARA CA 95050	Finaled
4/17/2008	BLD2008-16658	Building Permit	Water Repipe Building 34 - (12 units A - L), and include plumbing only for laundry hookup for units B, F, & J ONLY in closets. See approved plans BLD2008-16213 for master file. *Additional permits for electrical and building still required for laundry hookup.	444 SARATOGA AV, 34, SANTA CLARA CA 95050	Finaled
4/2/2008	BLD2008-16519	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 12 A, SANTA CLARA CA 95050	Finaled
4/1/2008	BLD2008-16516	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM / MASTER PLAN BLD2008-16213SEE BLD2008-16915	444 SARATOGA AV, 19 F, SANTA CLARA CA 95050	Cancelled
4/1/2008	BLD2008-16515	Building Permit	CONVERT (E) CLOSET TO LAUNDRY ROOM * SEE MASTER PLAN BLD2008-16213	444 SARATOGA AV, 38 F, SANTA CLARA CA 95050	Finaled
3/24/2008	BLD2008-16438	Building Permit	Water Re-pipe 12 Units (Units A Thru L)	444 SARATOGA AV, 7, SANTA CLARA CA 95050	Finaled
3/24/2008	BLD2008-16437	Building Permit	Water Re-pipe 12 Units (Units A Thru L)	444 SARATOGA AV, 19, SANTA CLARA CA 95050	Finaled
3/24/2008	BLD2008-16436	Building Permit	Water Re-pipe 8 Units (Units A Thru H)	444 SARATOGA AV, 16, SANTA CLARA CA 95050	Finaled
3/24/2008	BLD2008-16435	Building Permit	Water Re-pipe 12 Units (Units A Thru L)	444 SARATOGA AV, 3, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16329	Building Permit	CANCELED - DUPLICATE	444 SARATOGA AV, 34 I, SANTA CLARA CA 95050	Cancelled
3/7/2008	BLD2008-16328	Building Permit	REPAIR FIRST FLOOR WALKWAYS - (MASTER PLAN - BLD2008-16323) BETWEEN UNITS I & J	444 SARATOGA AV, 9 I, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16327	Building Permit	REPAIR FIRST FLOOR WALKWAYS - (MASTER PLAN - BLD2008-16323) BETWEEN UNITS A & B / I & J	444 SARATOGA AV, 12 A, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16326	Building Permit	REPAIR FIRST FLOOR WALKWAYS - (MASTER PLAN - BLD2008-16323) BETWEEN UNITS I & J / E & F	444 SARATOGA AV, 34 I, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16325	Building Permit	REPAIR FIRST FLOOR WALKWAYS (MASTER PLAN - BLD2008-16323) BETWEEN UNITS A & B	444 SARATOGA AV, 32 A, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16324	Building Permit	REPAIR FIRST FLOOR WALKWAYS - (MASTER PLAN - BLD2008-16323) BETWEEN UNITS A & B / E & F	444 SARATOGA AV, 28 A, SANTA CLARA CA 95050	Finaled
3/7/2008	BLD2008-16323	Building Permit	MASTER PLAN /// REPAIR FIRST FLOOR WALKWAYS - MASTER PLAN - BETWEEN UNITS E & F. //MF=2	444 SARATOGA AV, 24 E, SANTA CLARA CA 95050	Finaled

3/5/2008	BLD2008-16307	Building Permit	BLDG 28 Tear off (E) One Layer Concrete Tile / (N) 3/4" Plywood / Install (N) Concrete Tile (ESR-1900, Eagle Malibu, 7.7 psf)	444 SARATOGA AV, 28, SANTA CLARA CA 95050	Final
2/22/2008	BLD2008-16213	Building Permit	MASTER PLAN - *****THIS MASTER PLANS IS LIMITED TO (3) UNITS PER BUILDING***** / BLDG 12 UNITS B / F / J / CONVERT (E) CLOSET TO LAUNDRY ROOM / BLDG 12 UNITS B / F / J	444 SARATOGA AV, 12 B, SANTA CLARA CA 95050	Final
2/22/2008	BLD2008-16212	Building Permit	Residential Water Re-pipe (Units A Thru L)	444 SARATOGA AV, 33 A, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16108	Building Permit	BLDG 26: R/R water heater	444 SARATOGA AV, 26, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16107	Building Permit	re-pipe	444 SARATOGA AV, 29 L, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16106	Building Permit	re-pipe	444 SARATOGA AV, 29 K, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16105	Building Permit	re-pipe	444 SARATOGA AV, 29 J, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16104	Building Permit	re-pipe	444 SARATOGA AV, 29 I, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16103	Building Permit	re-pipe	444 SARATOGA AV, 29 H, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16102	Building Permit	re-pipe	444 SARATOGA AV, 29 G, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16101	Building Permit	re-pipe	444 SARATOGA AV, 29 F, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16100	Building Permit	re-pipe	444 SARATOGA AV, 29 E, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16099	Building Permit	re-pipe	444 SARATOGA AV, 29 D, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16098	Building Permit	re-pipe	444 SARATOGA AV, 29 C, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16097	Building Permit	re-pipe	444 SARATOGA AV, 29 B, SANTA CLARA CA 95050	Final
2/11/2008	BLD2008-16096	Building Permit	re-pipe	444 SARATOGA AV, 29 A, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16028	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 B, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16027	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 A, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16043	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 L, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16042	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 K, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16041	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 J, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16040	Building Permit	Residential Re-pipe units to (N) copper	444 SARATOGA AV, 26 I, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16039	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 H, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16038	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 G, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16037	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 F, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16036	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 E, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16035	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 D, SANTA CLARA CA 95050	Final
2/1/2008	BLD2008-16033	Building Permit	Residential re-pipe units to (N) copper	444 SARATOGA AV, 26 C, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15982	Building Permit	R/R POST & BEAM - BALCONY (MASTER PLAN)	444 SARATOGA AV, 41 J, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15981	Building Permit	R/R POST & BEAM - BALCONY (MASTER PLAN)	444 SARATOGA AV, 37 B, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15980	Building Permit	R/R POST & BEAM - BALCONY (MASTER PLAN)	444 SARATOGA AV, 36 B, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15979	Building Permit	R/R POST & BEAM - BALCONY (MASTER PLAN)	444 SARATOGA AV, 35 A, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15978	Building Permit	R/R POST & BEAM - BALCONY (MASTER PLAN)	444 SARATOGA AV, 9 E, SANTA CLARA CA 95050	Final
1/28/2008	BLD2008-15976	Building Permit	R/R BEAM / POST - BALCONY (MASTER PLAN)	444 SARATOGA AV, 6 A, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15793	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 L, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15792	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 K, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15791	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 J, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15790	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 I, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15789	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 H, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15788	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 G, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15787	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 F, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15786	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 E, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15785	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 D, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15784	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 C, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15783	Building Permit	Residential re-pipe to (N) copper piping	444 SARATOGA AV, 6 B, SANTA CLARA CA 95050	Final
1/2/2008	BLD2008-15782	Building Permit	Residential re-pipe to (N) copper piping / Replace Water Heater	444 SARATOGA AV, 6 A, SANTA CLARA CA 95050	Final
12/13/2007	BLD2007-15600	Building Permit	Apartment re-roof to remove 1 layer of concrete tile & install 1 layer of (N) concrete tile over plywood/ ER 4660—BLDG 26	444 SARATOGA AV, 26, SANTA CLARA CA 95050	Final
12/13/2007	BLD2007-15599	Building Permit	Apartment re-roof to remove 1 layer of concrete tile & install 1 layer of (N) concrete tile over plywood/ ER 4660—BLDG 32	444 SARATOGA AV, 32, SANTA CLARA CA 95050	Final
12/13/2007	BLD2007-15598	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install (N) concrete tile over plywood/ ER 4660—BLDG 39	444 SARATOGA AV, 39, SANTA CLARA CA 95050	Final
12/13/2007	BLD2007-15597	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install (N) concrete tile over plywood / ER 4660—BLDG 30	444 SARATOGA AV, 30, SANTA CLARA CA 95050	Final

12/13/2007	BLD2007-15596	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install (N) concrete tile over plywood/ ER 4660—BLDG 41	444 SARATOGA AV, 41, SANTA CLARA CA 95050	Finaled
12/13/2007	BLD2007-15595	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install (N) concrete tile over plywood/ ER 4660—BLDG 20	444 SARATOGA AV, 20, SANTA CLARA CA 95050	Finaled
12/13/2007	BLD2007-15594	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install 1 layer of (N) concrete tile over plywood/ ER 4660—BLDG 24	444 SARATOGA AV, 24, SANTA CLARA CA 95050	Finaled
12/13/2007	BLD2007-15593	Building Permit	Apartment re-roof to remove 1 layer of (E) concrete tile & install 1 layer of (N) concrete tile over plywood / ER 4660—BLDG 10	444 SARATOGA AV, 10, SANTA CLARA CA 95050	Finaled
10/11/2007	BLD2007-14878	Building Permit	Reroof apartment building 35 remove moner tile, install 3/4" plywood, calass A, densdeck underlayment, new concrete Eagle Malibu tile on existing 5:12 roof—PARCEL -052 BLDG 35?	444 SARATOGA AV, 35, SANTA CLARA CA 95050	Finaled
10/11/2007	BLD2007-14877	Building Permit	Reroof apartment building 21 remove moner tile, install 3/4" plywood, calass A, densdeck underlayment, new concrete Eagle Malibu tile on existing 5:12 roof—PARCEL -039 BLDG 21	444 SARATOGA AV, 21, SANTA CLARA CA 95050	Finaled
10/11/2007	BLD2007-14876	Building Permit	Reroof apartment building 6 remove moner tile, install 3/4" plywood, calass A, densdeck underlayment, new concrete Eagle Malibu tile on existing 5:12 roof—PARCEL -024 BLDG 6	444 SARATOGA AV, 6, SANTA CLARA CA 95050	Finaled
10/4/2007	BLD2007-14776	Building Permit	Post & Beam Repair / Patio (SEE BLD2004-01035 for plans)	444 SARATOGA AV, 25 A, SANTA CLARA CA 95050	Finaled
10/4/2007	BLD2007-14775	Building Permit	Post & Beam Repair / Patio (SEE BLD2004-01035 for plans)	444 SARATOGA AV, 32 A, SANTA CLARA CA 95050	Finaled
6/29/2007	BLD2007-13816	Building Permit	INTERIOR ALTERATIONS TO (E) LEASING OFFICE / DOWNSIZE SQ FT (-23 SQ FT) NEW C OF O / SEE BLD2007-13815 for plans	444 SARATOGA AV, SANTA CLARA CA 95050	Finaled

Date	Record Number	Record Type	Description	Address	Status	Short Notes
9/18/2024	24TMP-007784	Planning Project	Please cover the complex as a whole and all parcels. What is the current zoning designation for the above-mentioned property? Are there any pending rezoning applications, or updates to the Zoning Ordinance that may affect the Subject in the foreseeable future? What are the immediate abutting zoning designations to the north, south, east, and west of this property? Is a copy of the zoning map for this area available? If so, please attach or provide a link to access. Is the property located in any special, restrictive, or overlay district? Is the property located in a Planned Unit Development (PUD)/Planned Area Development (PAD)? If so, can we please get a copy of the Development Plan and Ordinance, specifically the conditions of approval for parking, setbacks, height, use, and density? Is the current use as apartment complex permitted by right or was a use approval granted? If so, please provide a copy. To your knowledge are there any legal nonconforming issues associated with the subject property? Was this property granted any variances, special exceptions, special/conditional use permits, or zoning relief of any kind? If so, can we please get a copy of the approval(s)? If these are not available, would you briefly outline the conditions of the applicable document? In the event of destruction, would a new use permit, variance, or special exception be required? What is the threshold that would trigger a new Use Permit, Variances, or other approvals to be required? To the best of your knowledge, do your records show any current open zoning code violations within the Subject's files?	444 SARATOGA AV, SANTA CLARA CA 95050		
9/17/2024	PLN24-00474	Planning Project	Please provide a Zoning Verification Letter; Copies of any open/unresolved Zoning Violations on file; copies of Variances or Special/Conditional Use Permit and copies of all regulations, ordinances, and if applicable the Site/Development Plan showing the density, height, use, parking, and setbacks for the Planned Unit Development.	444 SARATOGA AV, SANTA CLARA CA 95050	Received	
1/5/2023	PLN23-00041	Planning Project	Minor Amendment to an Approved Project for the removal and replacement of existing second floor balcony guardrails for Buildings 1-41	444 SARATOGA AV, SANTA CLARA CA 95050	Issued	Architectural Review
10/13/2022	PLN22-00563	Planning Project	This is a minor amendment to an approved project. Proposed scope of work involves new patios, outdoor kitchen, electrical, plumbing, lighting, shade sail canopy, planting, irrigation, and other minor site features.	444 SARATOGA AV, SANTA CLARA CA 95050	Issued	Architectural Review
9/17/2019	PLN2019-14115	Planning Project	Minor Amendment to approved for project for removing 18 trees from summerwood residential property. The removal will be replaced 2:1 ratio. (36 trees will be planted on-site)	444 SARATOGA AV, SANTA CLARA CA 95050	Approved	
6/1/2016	PLN2016-11976	Planning Project	Modification to add 468 square feet to an existing leasing office in a multi-family residential apartment.	444 SARATOGA AV, SANTA CLARA CA 95050	Approved	
7/28/2015	PLN2015-11289	Planning Project	Removal of 9 trees and replacement with 18 trees	444 SARATOGA AV, SANTA CLARA CA 95050	Approved	
10/31/2014	PLN2014-10742	Planning Project	new non-illuminated monument sign	444 SARATOGA AV, 8 A, SANTA CLARA CA 95050	Approved	
11/14/2012	PLN2012-09525	Planning Project	Removal of one monterey pine and replace with 2 24' box crape myrtle on site. Water main broke under the pine and water line replacement would cause damage root structure.	444 SARATOGA AV, SANTA CLARA CA 95050	Received	
5/26/2011	PLN2011-08700	Planning Project	Zoning Admin. action on revised landscape plan to allow removal of three trees (2 pines and 1 ash) and replacement with 7 trees (crape myrtles, purple leaf plums).	444 SARATOGA AV, 40, SANTA CLARA CA 95050	Received	
7/17/2009	PLN2009-07703	Planning Project	Architectural review to allow removal of a total of three trees (2 trees near building 30 and 1 tree near building 26).	444 SARATOGA AV, 26, SANTA CLARA CA 95050	Approved	
7/29/2008	PLN2008-07228	Planning Project	Arch review of re-striping one ADA parking requirement to existing apartment complex	444 SARATOGA AV, SANTA CLARA CA 95050	Received	
1/31/2007	PLN2007-06231	Planning Project	Arch review of additions on Recreation Building and Gatehouse to PD zoned property, parking count 870 spaces total	444 SARATOGA AV, SANTA CLARA CA 95050	Received	

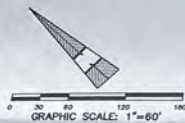


The subject property at 444 Saratoga Avenue, Santa Clara, CA, is located in FEMA Flood Zone X (unshaded) per FIRM Panel No. 06085C0229H, dated May 18, 2009.

Flood Zone X (unshaded)

FEMA describes Flood Zone X (unshaded) as an area of minimal flood hazard that is determined to be outside the Special Flood Hazard Area and higher than the elevation of the 0.2-percent-annual-chance (or 500-year) flood.

(A) PLANTER WALL LIES 4.8' EASTERLY OF THE EASTERLY PROPERTY LINE.



C1 $\Delta = 01^{\circ}20'40''$ $R = 594.00'$ $L = 13.94'$	C5 $\Delta = 85^{\circ}32'59''$ $R = 15.00'$ $L = 22.40'$
C2 $\Delta = 381^{\circ}24'$ $R = 42.00'$ $L = 28.01'$	C6 $\Delta = 6^{\circ}25'10''$ $R = 971.00'$ $L = 108.81'$
C3 $\Delta = 109^{\circ}44'47''$ $R = 42.00'$ $L = 80.45'$	C7 $\Delta = 31^{\circ}37'45''$ $R = 353.00'$ $L = 194.67'$
C4 $\Delta = 24^{\circ}03'03''$ $R = 80.00'$ $L = 33.58'$	

LOS PADRES BOULEVARD

	PARALLEL LINE	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
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	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE
	MOMENTUM LINE FINDING MOMENTUM	W	WIND PILE

PARKING SUMMARY	
STANDARD PARKING STALLS	8
DESIGNATED HANDICAP PARKING STALLS	
TOTAL PARKING STALL ON SITE	

Bock & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys
44.333
Ohio
Alcon, Road
337 North Cleveland-Masson
www.1800surveyors.com

ALTA/ACSM LAND TITLE SURVEY

PREPARED FOR:
SUMMERWOOD APARTMENTS
DATE: 9-2-09
Project No. 200900946-011

Sheet 2 of 2

IN 2009-138

[illegible]

THERE WERE NO MONUMENTS FOUND OR SET AT THE PROPERTY LINE CORNERS UNLESS OTHERWISE NOTED.

THE INFORMATION COURTESY AND DISTANCES SHOWN ON THIS SURVEY ARE TO BE TAKEN AS POINTS OF REFERENCE AND ACCURATELY REPRESENT THE BOUNDARIES AND AREA OF THE PREMISES.

THERE IS NO VISIBLE EVIDENCE OF CEMENTED OR SURVEY POINTS.

ALL MEASURED AND RECORD DIMENSIONS ARE THE SAME, UNLESS NOTED OTHERWISE.

NO VISIBLE EVIDENCE OF SURVEY OR EVIDENCE OF RECENT EARTH MOVING OR BUILDING CONSTRUCTION OR ADDITIONS WERE OBSERVED.

NO RECENT CHANGES IN STREET RIGHTS-OF-WAY WERE OBSERVED.

NO VISIBLE EVIDENCE WAS OBSERVED THAT THE SITE IS BEING USED AS A SOLID WASTE DUMP, SLUMP OR OTHER ILLEGAL USE.

THIS SURVEY HAS BEEN PREPARED FOR TITLE INSURANCE PURPOSES. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE ACTUAL PROPERTY FOR DESIGN PURPOSES. THE BOUNDARY DATA AND TITLE MATTERS AS SHOWN ON THIS SURVEY HAVE BEEN DEVELOPED FROM THE RECORDS OF THE SURVEYOR.

UNLESS THIS PLAN HAS BEEN REVISED BY THE SURVEYOR, THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES. FOR ITS PREPARATION, THIS IS NOT AN AUTHENTIC COPY OF THE ORIGINAL SURVEY AND SHALL NOT BE

LAND AREA:
890,515.28 SQUARE FEET

SETBACK:

FRONT	-	PER APPROVED SITE PLAN
SIDE	-	PER APPROVED SITE PLAN
REAR	-	PER APPROVED SITE PLAN
HEIGHT	-	25' OR 2 STORES
BULK	-	NONE
ZONE	-	(PD) PLANNED DEVELOPMENT

ALL SITE RESTRICTIONS WERE OBTAINED PER THE CITY OF SANTA CLARA (PLANNING DEPARTMENT) CONTACT PLANNING STAFF DUTY (408) 815-2200

*READING AND MEASURING BOUNDS HEREON WERE OBTAINED BY A GEODETIC SURVEYOR FOR THE PUBLIC COUNCIL OF THE ABOVE NAMED DEPARTMENT REPRESENTATION IS MADE FOR THE ACCURACY OF COMPLETION OF THE PARTIAL INFORMATION. THIS PLAN IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY AND ALL SAID INFORMATION CONTACT THE LOCAL AGENCY DIRECTLY.



THE LAND REFERRED TO HEREON IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

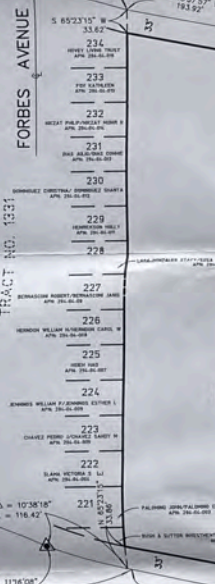
TRACT NO. 7525 SUMMERWOOD FILED FOR RECORD IN THE OFFICE OF THE RECORDER, COUNTY OF SAINT CLARA, STATE OF CALIFORNIA, ON APRIL 28, 1984 IN BOOK 527 OF MAPS, AT PAGES 50 THROUGH 54 INCLUSIVE.

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN A RECIPROCAL ACCESS AGREEMENT RECORDED APRIL 27, 1978 IN BOOK D827, PAGE 49 OF OFFICIAL RECORDS AND AN AGREEMENT FOR PERMANENT EASEMENT RECORDED JULY 17, 1978 IN BOOK D817, PAGE 396, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING AT A POINT ON THE SOUTHWESTERN LINE OF PARCEL A, AS SAID PARCEL IS SHOWN UPON THAT BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF PARCEL A, AS SAID PARCEL IS SHOWN UPON THAT POINT OF BEGINNING BEING DISTANT NORTH 41°04'44" WEST 196.00 FEET FROM NEW NORTHWESTLY LINE OF SARATOGA AVENUE (SAID NORTHWESTLY LINE OF SARATOGA AVENUE BEING THE NORTHWESTLY LINE OF SAID PARCEL A MAP), THENCE CONTINUING ALONG SAID SOUTHWESTLY LINE OF PARCEL A NORTH 41°04'44" WEST 12.00 FEET, THENCE AT NORTH ANGLES SOUTH 45°50'14" WEST 30.00 FEET, THENCE SOUTH 35°57'21" EAST 86.66 FEET, THENCE SOUTH 51°00'00" EAST 100.00 FEET TO A POINT IN A NEW NORTHWESTLY LINE OF PARCEL A, AS SAID PARCEL A MAP, BEING DISTANT 335.93' EAST 23.50 FEET TO A POINT IN THE SOUTHEASTLY PROLONGATION OF THE SOUTHWESTLY LINE OF SAID PARCEL A, THENCE ALONG SAID SOUTHEASTLY PROLONGATION AND

THIS DESCRIPTION DESCRIBES ALL THAT REAL PROPERTY DESCRIBED IN THE TITLE REPORT IDENTIFIED AS CHICAGO TITLE INSURANCE COMPANY ORDER NR01 NO. 20902448, DATED JULY 30, 2009.

COPPER AVENUE



TRACT NO. 7525
MR. 527/50-54

PARCEL 1
R TITLE REPORT

TRACT NO. 6295

PARCEL 2
PER TITLE REPORT

UTILITY NOTE:
BASED ON VISUAL OBSERVATION, THE SUBJECT SITE IS SERVICED BY ALL THE NECESSARY UTILITIES PROVIDED TO MAINTAIN NORMAL OPERATION.

THE BEARING SOUTH 33°52'07" WEST BEING THE CENTERLINE OF SARATOGA AVENUE, AS SHOWN ON TRACT NO. 7525 FILED IN BOOK 527 PAGES 50 TO 54 OF MAPS IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

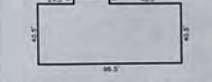
FLOOD NOTE: By graphic plotting only, this property is in Zone(s) "SHAD X" of the Flood Insurance Rate Map, Community Panel No. 06050-0229-H, which became effective date of 5-18-09 and is not in a Special Flood Hazard Area. By telephone call dated 3-12-09 to the National Flood Insurance Program (800-838-6420), we have learned this community does currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.



BUILDING DETAIL "A"
BUILDING FOOTPRINT AREA = 6,060 SQUARE FEET±
RANGE 3-15, 13-19, 21-35, 38-41



BUILDING DETAIL "B"
BUILDING FOOTPRINT AREA = 4,056 SQUARE FEET±
BUILDINGS 16, 20, 37



RECREATION BUILDING DETAIL



34.8
OFFICE BUILDING DETAIL

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without the written consent and permission of
Beck & Clark Corporation.

REEF REIT II MULTIFAMILY Project
B&C Project No. 200900946, 011
Summerwood at Sorotoga Apartments
444 Sorotoga Avenue, Santa Clara, CA

The undersigned, being a registered surveyor of the State of California certifies to (1) Key Bank Real Estate Capital Markets, Inc., and Federal Home Loan Mortgage Corporation, their successors and assigns, (2) [redacted] CA, Inc. (3) Geopac, Inc. and (4) [redacted] Clark Corporation as follows:

(1) This map or plat and the survey on which it is based were made in accordance with the provisions of Chapter 9 of the Civil Code of the State of California, as amended, and approved and accepted by the American Land Title Association and NPS in 2006, and includes Items 2, 3, A, A, [redacted], B, 8, 10 and 11 and 13 of Table I thereof; and (2) pursuant to the Secretary Shastin's Order dated 12/17/07, the Survey was filed for public information, including further certification that in my professional opinion, as a land surveyor registered in the State of California, the Record

[illegible]

The parties listed above are entitled to rely on the survey and this certificate as being true and accurate.

A circular seal for a Registered Professional Engineer. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF MICHIGAN" at the bottom. The center of the seal contains the text "David J. MacArthur" and "No. 12502" above "Exp. 3-31-2011".

DAVID J. MACARTHUR
Registration No. 12502
within the State of CALIFORNIA
Date of Survey 9-2-02
Date of Last Revision 1-6-10

Boock & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys
337 North O Street, Suite 200, Toledo, Ohio 44333

CITY OF SANTA CLARA
BUILDING INSPECTION
DIVISION

CERTIFICATE OF OCCUPANCY

THIS IS TO CERTIFY THAT A ONE STORY BUILDING LOCATED AT 444 SARATOGA AVE REC ROOM HAS BEEN INSPECTED AND OCCUPANCY APPROVED.

Building permit number:	BLD2007-13815	Owner's name:	SUMMERWOOD ASSOCIATES
Occupancy Type:	B	Owner's address:	444 SARATOGA AVE SANTA CLARA, CA 95050
Type of Construction:	VN		
Fire Sprinklers:	N		

The described building or portion thereof complies with the requirements of the Uniform Building Code
For the occupancy type and use for which the proposed occupancy was certified.

Date: 12 / 2 / 08

Inspector

Issued by:

Sheila Lee
for Sheila Lee, Building Official

POST this certificate in a conspicuous place. It is required that this certificate be permanently maintained.

APPROVED BY: _____

DATE: _____

California Department of Public Health
AB 1020 Compliance Form
Health and Safety Code Section 116064.2

OFFICE USE ONLY

NOTE: Use one form for each pump or multiple pumps under the same suction fitting.

THIS FORM IS INVALID IF ALL SECTIONS ARE NOT COMPLETED.

This form is to be used to verify compliance with modifications pursuant to the new suction hazard prevention law. Under Section 116064.2 of the Health and Safety Code, effective January 1, 2010, the owner of a public swimming pool shall file this form within 30 days following completion of suction hazard prevention modifications. Contact your local Environmental Health Department and Building Department for any necessary plan approval and permits prior to construction or remodel.

Site Information

Facility Name: Summerwood Apartments Pool Identification (if more than 1 pool/spa at site): SPA
Facility Address: 444 Saratoga Ave City: Santa Clara St: CA Zip: 95050
Owner Name: Summerwood Associates Owner's Phone Number: (408) 241-1445
Owners Address: 444 Saratoga Ave. City: Santa Clara St: CA Zip: 95050

Pump Information

☒ **Recirculation Pump**
Make/Model: Whisperflo WFE4 H.P. 1
☒ **Other Pump: Jet Pump #2**
Make/Model: Starite 1103016402 H.P. 1.5
☒ **Jet / Booster Pump**
Make/Model: Starite K48MP2A105 H.P. 1.5
☐ **Feature Pump**
Make/Model: N/A H.P. _____

Main Drain / Suction Drain (all suction fittings other than skimmer equalizer lines)

Manufacturer of approved suction fitting: Aquastar Model Number: 32CDFL101 Install date: 12/17/2011
GPM rating: Floor 316 Wall 208 Installed on ☒ Floor ☐ Wall

* Manufacturer of approved suction fitting: Aquastar Model Number: 32CDFL101 Install date: 12/17/2011
GPM rating: Floor 316 Wall 208 Installed on ☒ Floor ☐ Wall Main drain/Jet suction pipe size is 1 1/2 inches.

Check One: * Second 32CDFL101 installed on booster intake (Jet suction line)

- ☐ Dual main drain(s) (Minimum 3 ft. between covers, hydraulically balanced and symmetrically plumbed)
☒ Single drain - Unblockable (size and shape that a human body cannot sufficiently block to create a suction entrapment)
☐ Single drain - Not unblockable (one of the following secondary devices required: SVRS / Suction limiting vent / gravity drainage / auto pump shut-off/ other approved device by enforcement agency)
Type of secondary device installed: N/A

Manufacturer of approved device: _____ Model/Part Number: _____

SVRS bears the following performance standard markings: ☐ ATSM F2387 ☐ ASME/ANSI standard A 112.19.17

Skimmer Equalizer line(s)

Manufacturer of approved suction fitting: Aquastar Model Number: 32CDFL101 Install date: 12/17/2011

GPM rating: GPM rating: Floor 316 ; Wall 208 Installed on ☐ Floor ☒ Wall

Skimmer equalizer line(s) pipe size were found to be 2 inches Number of Skimmers: 1

- ☒ Single equalizer line ☐ Skimmers are separately valved before pump and can be isolated.
☐ Dual Skimmer equalizer line(s) ☐ Skimmers are connected with single line to pump.

THE ABOVE HAS BEEN FIELD VERIFIED TO COMPLY WITH MANUFACTURER'S INSTALLATION REQUIREMENTS BY THE INSTALLER

I declare that I hold an active California State Contractor license # 858279 with classification C53 or California State Professional Engineer license # _____, with qualified experience working on public swimming pools and that the information provided above is true to the best of my knowledge. I'm aware that improper certification of the above information shall be subject to potential disciplinary action at the discretion of the licensing authority in accordance with California Health & Safety Code Section 116064.2.

Contractor/Engineer Name: Drew Anderson Company Name: Scuba Pool Repair

Company Address: 1320 Dell Ave. Ste. H

City: Campbell State: CA Zip Code: 95008

Contractor/Engineer Phone Number: (408) 866-1945 Cell Phone Number: _____

Contractor/Engineer FAX Number: (408) 866-1931 Email: debbey@scubapoolrepair.com

Drew Anderson Contractor / Engineer name (PRINT) Drew Anderson Contractor / Engineer name (SIGNATURE) 1/18/2011 Date

For a complete text of the law, visit: http://info.sen.ca.gov/pub/09-10/bill_asm/ab_1001-1050/ab_1020_bill_20091011_chaptered.pdf

APPENDIX B

10 Year Capital Spend												
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024 YTD	Total
Total	\$828,872	\$945,505	\$979,932	\$320,692	\$435,034	\$668,710	\$906,178	\$722,905	\$1,125,009	\$1,524,214	\$1,575,093	\$10,032,144
Building Improvements	\$472,637	\$600,525	\$458,798	\$25,989	\$86,210	\$191,436	\$577,165	\$344,194	\$641,880	\$628,592	\$692,659	\$4,720,085
Window Repalcement / Sliding Door Upgrades	\$262,687	\$303,964	\$246,167			\$80,276	\$28,496					\$921,591
Dry Rot Repairs (Incl. Balcony Replacements)	\$35,768	\$49,026	\$16,443	\$3,580	\$34,622	\$26,398	\$211,943		\$354,200	\$9,293	\$93,788	\$835,061
Building Roof Repairs / Upgrades					\$24,640	\$18,350		\$10,500				\$53,490
Exterior Paint	\$114,055	\$245,174										\$359,230
Carport Roof Repairs / Upgrades			\$135,466	\$12,456			\$6,450					\$154,372
HVAC Upgrades Unit Interior (includes electrical)							\$80,490			\$454,572	\$270,586	\$805,648
Clubhouse/Fitness Center/Outdoor Lounge/Pool & Spa Reno										\$157,765	\$265,291	\$423,056
Building Improvements - Other	\$60,126	\$2,360	\$60,722	\$9,953	\$26,948	\$66,412	\$249,786	\$333,694	\$287,680	\$6,963	\$62,994	\$1,167,638
Unit Interiors	\$148,443	\$160,298	\$279,578	\$238,378	\$206,964	\$259,181	\$228,752	\$193,416	\$150,927	\$157,765	\$129,605	\$2,153,307
Unit Rennovations			\$129,635	\$110,077	\$23,201	\$24,272	\$17,087	\$678	\$1,018	\$643		\$306,611
W/D Additions												\$0
Appliances - stainless upgrades		\$5,482		\$11,695	\$2,094	\$1,793						\$21,065
Appliances - routine replacements	\$53,462	\$38,987	\$35,905	\$28,490	\$57,273	\$50,183	\$51,663	\$50,776	\$58,919	\$58,305	\$31,485	\$515,448
Flooring (Carpet/Vinyl)	\$94,981	\$115,829	\$114,038	\$88,116	\$124,396	\$182,933	\$160,002	\$141,962	\$90,990	\$98,817	\$98,120	\$1,310,184
Unit Interiors - Other												\$0
Land Improvements	\$187,997	\$155,641	\$205,824	\$0	\$39,030	\$81,165	\$27,115	\$147,602	\$227,120	\$546,373	\$481,404	\$2,099,271
Asphalt Repairs / Upgrades	\$24,538	\$40,000			\$19,318			\$106,922				\$190,778
Landscape Upgrades	\$55,589	\$56,945	\$3,000		\$3,000	\$29,843	\$4,150		\$4,620	\$424,215	\$33,058	\$614,420
Exterior Lighting			\$8,228			\$3,000						\$11,228
Concrete Repalcements	\$24,914		\$26,546			\$9,847	\$13,086				\$207,769	\$282,162
Irrigation upgrades & Recycled Water						\$37,812		\$16,375	\$5,000		\$118,360	\$177,547
Land Improvements - Other	\$82,956	\$58,696	\$168,050	\$0	\$16,712	\$663	\$9,879	\$24,305	\$217,500	\$122,158	\$122,217	\$823,137
Building and Maintenance Equip	\$4,494	\$0	\$760	\$15,997	\$16,701	\$33,350	\$3,247	\$6,986	\$1,760	\$0	\$20,977	\$104,272
Furniture Fixtures and Equipmnt	\$15,301	\$29,041	\$34,972	\$40,328	\$86,129	\$103,578	\$69,899	\$30,707	\$103,322	\$191,484	\$250,448	\$955,209
Fitness Center Equipment		\$28,380				\$12,094			\$4,683		\$14,734	\$59,890
Pool Furniture					\$33,694							\$33,694
Leasing Office & Clubhouse furniture	\$5,000					\$10,347				\$175,000	\$144,732	\$335,078
Laundry Room Fixtures						\$3,805	\$2,904					\$6,709
Water Heaters	\$5,950		\$31,047	\$34,381	\$33,474	\$24,981	\$29,274	\$18,569	\$62,553	\$10,725	\$69,750	\$320,704
A/C Condensor/Compressor Repalcements	\$1,604				\$1,133	\$17,814	\$25,472	\$10,139	\$13,813		\$8,972	\$78,947
Furniture Fixtures and Equipmnt - Other	\$2,747	\$661	\$3,925	\$5,947	\$17,828	\$34,537	\$12,249	\$1,999	\$22,273	\$5,759	\$12,261	\$120,187

****Not An Active Warranty****



EAGLE ROOFING PRODUCTS TRANSFERABLE LIMITED LIFETIME PRODUCT AND LIMITED 10 YEAR REPLACEMENT COST WARRANTY



USA Owned. USA Made.

Warranty Department

3546 N. Riverside Ave.
Rialto, CA 92377

Warranty Number: {WARRANTY NUMBER}
Issued To: {OWNER NAME}
Address: {ADDRESS}

THIS LIMITED WARRANTY COVERS THE STRUCTURAL INTEGRITY AND SPECIFIC MANUFACTURING DEFECTS OF INDIVIDUAL ROOF TILES ONLY, AS DESCRIBED BELOW. EAGLE ROOFING PRODUCTS DOES NOT WARRANT INSTALLATION METHODS, MATERIALS OR LABOR PROVIDED BY OTHERS.

EAGLE Roofing Products ("Manufacturer"), subject to the terms of this entire instrument, warrants to the original owner of the structure for which EAGLE Roofing tiles were purchased and installed, and the subsequent owners of the structure (provided that the initial installation of roof tiles on the original structure was properly completed within the perimeters of the prevailing building code, and the warranty was properly registered within 18 months of the inception of delivery of roof tiles to the original structure) for the duration of their ownership (the "Warranty Holder"), that the EAGLE Roofing Tiles installed on the structure listed above shall not allow the passage of water through the body of the tile due to:

- *Structural deterioration of the tile caused by normal exposure to the elements, or*
- *Latent or concealed manufacturing defects in the tile*

Manufacturer's tiles shall be assessed in reference to ASTM C 1492 (standard Specification for Concrete Roof Tile), specifically, 7.4 (Transverse Strength) and/or 7.5 (Permeability). Manufacturer will furnish the remedies specified below, for the applicable time periods, for defective tiles that do not pass either of these tests when conducted according to the specification and methods listed in ASTM C 1492, in effect on the date of original installation. This test shall be conducted and evaluated by EAGLE Roofing Products at the Manufacturer's expense, or by an IAPMO ES recognized, certified testing agency at the structure owner's expense.

Manufacturer has the right to inspect the premises and/or receive tiles from the structure to evaluate the applicability of this warranty, and provided a verifiable manufacturing defect for which warranty protection is provided hereunder is established, then within 90 days from the date of inspection and/or testing of the tiles, EAGLE Roofing Products will coordinate with a local roofing material supplier and/or roofing contractor to provide to the Warranty Holder (at Manufacturer's sole election) either (i) replacement tile, matching color, shape and texture as close to the original as is currently available, or (ii) the refund at the current Manufacturer's distributor cost for replacement tile, matching color, shape and texture as close to the original as is currently available, with respect to the tile that exhibits a verifiable manufacturing defect for which warranty protection is provided here under.

Manufacturer further agrees that, during the first ten (10) years following original installation (but only for that period), this limited product warranty will also include all reasonable costs associated with the labor to remove any defective tiles, loading and installation and installation of replacement tiles, and freight, underlayment, nails and other components materials required by local building codes in connection with the replacement, but only when and to the extent verified manufacturing defects cause intrusion of water into the structure and the defective condition of the tile was not obvious prior to installation. (This additional warranty does not obligate Manufacturer to provide replacement tiles; per the preceding paragraph, it may still provide a refund for tile at the current Manufacturer's distributor cost.)

Manufacturer's warranty, as provided herein, only applies to the specific tiles for which a verifiable manufacturing defect covered hereby is established; this warranty does not provide for the replacement or the cost to replace adjacent tiles.

This warranty is automatically transferred to the subsequent owners through the sale or transfer of the individual structure provided that the original warranty was properly registered within 18 months of the inception of delivery of the roof tiles to the structure.

NO IMPLIED WARRANTIES

EXCEPT FOR THE LIMITED WARRANTY EXPRESSED ABOVE, MANUFACTURER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHATSOEVER, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER EXPRESS OR IMPLIED WARRANTIES OF WHATEVER KIND, ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. Specific exclusions include any representation or warranty relating to color, surface cracking, chipping, topical slurry coating delamination, efflorescence, carbonation, oxidation or failure of other materials used as components of the roof or structure, installation not in accordance with TRI (Tile Roofing Institute) Installation Manuals or local building codes at the time of installation, damage to the tile caused by roof traffic or other trades, failure to comply with the recommendations set forth under "Owner Information", or foreign objects falling on the roof, ice build-up and damage to the tile or structure caused by corrosives, fire, hurricanes, hail, tornadoes, earthquakes or other acts of nature or God.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO THE STRUCTURE UPON WHICH THE EAGLE ROOFING PRODUCTS HAVE BEEN APPLIED (INCLUDING ANY PROPERTY LOCATED THEREIN), OR TO PERSONS ARISING OUT OF THE USE, INTENDED USE, INSTALLATION OR APPLICATION OF SAID PRODUCTS. THIS WARRANTY SPECIFICALLY EXCLUDES ANY AND ALL DAMAGES TO PERSONS OR PROPERTY WHICH RESULTS FROM THE PASSAGE OF WATER THROUGH THE BODY OF THE TILE.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECT IN THE TILES COVERED BY THIS WARRANTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

If the law of your state prohibits the exclusion of such damages and expenses, then such damages and expenses are hereby limited and in no event shall liability of Manufacturer exceed the original price paid to Manufacturer for the tiles installed on the structure. Some states do not allow the exclusions or limitations of incidental or consequential damage, thus, the above limitation or exclusion may not apply to you.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

Owner Information

THANK YOU FOR CHOOSING EAGLE ROOFING PRODUCTS.

RECOMMENDATIONS: Walking on or putting pressure on tiles can potentially cause damage. Our recommendation is to stay off your roof. If it becomes necessary to walk on the tiles, please take the following precautions to avoid roof damage and possible injury (provided however that such precautions are no guarantee against injury or accidental breakage of tiles).

- *Television antennas, cable dishes, satellite dishes, air conditioners, evaporative coolers and decorations should be positioned so that installation and repairs can be made without walking on the roof tiles. Secure a walkway of plywood, planks, walk-pads, etc. where foot traffic is necessary.*
- *If it should become necessary to remove from your roof such objects as tree limbs, leaves or children's toys, try using a rake, long stick, or other tool.*
- *If you must walk on the roof tile, wear soft-soled, non-slip shoes. Be careful, tiles can be slippery. Step only on the lower center area of the tiles. Roof tile must not be used as a staging area or work platform.*
- *If inspection is desired or repair work is required, we recommend you contact the original roofing contractor. If unavailable, select another qualified licensed roofing contractor.*

ROOF TRAFFIC: In an effort to avoid the inherent danger associated with walking on a roof, we recommend **that only licensed and insured professional contractors traverse roofs**. Caution should be exercised to ensure personal safety and prevent damage to roof tiles that may void this LIMITED LIFETIME PRODUCT AND LIMITED 10 YEAR REPLACEMENT COST WARRANTY

****see manufacturer's instructions and guidelines.** Roof tiles broken by foot traffic should be replaced as soon as possible. The broken tiles may cause problems by allowing water and UV rays to penetrate through to the underlayment and damage it. There are certain methods of traversing the roof that may minimize damage. It is recommended to step at the bottom three inches of the installed tile. This section is supported by the lapped tile beneath it and the weight is then transferred to the deck below.

EFFLORESCENCE: Temporary light patterning may appear on darker tiles. This is caused by efflorescence and occurs naturally as seen on sidewalks and brick walls when alkaline deposits gravitate to a surface exposed to moisture. The surface of every EAGLE tile has been treated to minimize the possibility of efflorescence. If it should occur on your roof, it will disappear completely after additional exposure to rain.

COLOR RANGES: Eagle Roofing Products uses the best raw materials available to manufacture our products, including iron oxide coloring pigments. When single color, mono-tone roofs are selected however, there will be a variation in the hue/color from one tile to another due to the fact that concrete tiles are manufactured from natural raw materials, and natural raw materials will vary in color. We strongly recommend that blends, ranges, streaks or flashed tiles be used to help mask any variations that maybe visible in the tiles. However, please note that variations on single color roof tiles may be present. As the roof ages, the variation tends to be less noticeable. Eagle does not warrant color due to the tile exposure to the elements. Variations in sand, cement and coloring oxides may also cause texture and/or color shading during the manufacturing process. This variance is not detectable through standard quality control practices. Please note that installation of our roof tiles constitutes acceptance. It is the responsibility of the installing roofing contractor/general contractor and/or homeowner to inspect, select and place roofing tiles in a manner that will optimize the beauty of the roof and to ensure the desired appearance.

HAIL: As the result of EAGLE standard weight tiles' excellent performance under laboratory testing, a growing number of property insurance companies offer significant discounts from published rates in hail-prone areas. Check with your insurance agent or your State Insurance Commissioner.

CLAIMS: WHAT YOU MUST DO To file a claim under this WARRANTY:

- *Send a notice of the claim in writing to EAGLE'S Warranty Department as noted below*
- *Include proof of original WARRANTY and/or Transfer of WARRANTY*
- *Include a copy of the original roofing contract (if available)*

Upon receipt of a complaint notice, EAGLE Roofing Products will promptly contact you and investigate the claim in accordance with the term of this WARRANTY.

Should you have any questions about your EAGLE tile roof, please call our Customer Service Warranty Department at **1-800-400-3245**.



USA Owned. USA Made.

Warranty Department

3546 N. Riverside Ave.

Rialto, CA 92377

www.eagleroofing.com

EAGLELITE
Lightweight, Firesafe Roof Tile

Questions.03 for the Summerwood Apartments, Santa Clara, CA

1. There is a permit to re-roof the 6 carports dated 12/28/2016, but it has expired. Two inspections were performed for this permit, with the second one failing. Was the re-roofing work completed? **Yes, the re-roofing work was completed on these carports.**
2. Have there been any ADA related complaints, lawsuits, or fines? **No**
3. How many apartments have received the upgraded air conditioners? **26**
4. How many balconies have been upgraded? **Inventory from 2023 – 2024 provided.**
5. Have balcony/deck inspections been conducted to comply with California SB 721? **Yes – Completed in 2024.**
6. If no to above, do you have a fee proposal to do this? Provide fee proposal documents, if available.
7. Are LED light fixtures installed? **Not typically. LED blubs are used throughout the property but for actual fixtures they are being used on an as needed basis in the units.**
8. If yes to above, can you briefly describe where? **Kitchen, hallway, bathroom**
9. Do you have an equipment list for water heaters (boilers) with ages? If yes, please provide me with a copy. **I do not but can work on compiling a list.**
10. Can invoices or information be provided for:
 - a. The complete cost (including plumbing expenses) to install washer and dryer in one apartment (an approximate figure is OK); **\$9.5K (abatement, clearance, plumbing, electrical, drywall, paint & appliance install only)**
 - b. The approximate cost to upgrade the electrical system in one apartment for item above; **Electrical was included in contract under the figure of \$9.5K.**

All Tuck-under
Mount Frames OK

Questions.01 for the Summerwood Apartments, Santa Clara, CA

1. Can a list of planned capital improvements, if any, be provided, along with projected costs?
2. Is parking assigned? *all tuck-under + carport As I assumed*
3. Are additional Disabled Accessible parking stalls added if requested? *Near Office + Bldg 10*
716 open, uncovered stalls to paint
4. Have there been any ADA related complaints, lawsuits, or fines?
5. Have any seismic structural upgrades been performed? *steel welded frames, when installed?*
yes 2004 Brace Frames,
6. Do you know when the roofing systems on the Leasing Office and on the Clubhouse buildings were installed? (I already have building permit information for the roofs on the 40 residential buildings.)
2014-2017 2014-2012
7. Is roof maintenance provided on a regular, scheduled basis? Or is it just scheduled as-needed? *Annual*
8. Who provides roof maintenance? *Gutter cleaning - yearly Varies by bid each year.*
9. Can you send me a copy of one of the Eagle roofing tile warranty documents? *get online*
10. Are there any known, current leaks through the roofing systems? *No*
11. Are there any known, current leaks through the window/wall systems? *No*
12. Can you provide any HVAC equipment warranty information?
13. Who provides HVAC maintenance? *3 or 4 Different companies*
whoever can get the the
Enclust
14. Are clothes washers and dryers installed in all apartments? *3, 4, 5, 7, 8 9, 12*
1/2 + 1/2 - w/o
ACT
15. Have balcony/deck inspection been conducted to comply with California SB 721? *No*
16. How many 2-story buildings? *12*
17. How many 3-story buildings? *Those w/ Tuck-under parking* *20*
18. When were the parking areas last resealed and restriped? *2 years ago / 2022*
19. Have there been any underground sewer line replacements in the last 36 months? *yes* *(laterals + others)*
20. Have there been any underground gas line replacements in the last 36 months? *No*
21. Have there been any instances of fire at the property in the last 36 months? *No*
22. Have there been any instances of flooding into buildings at the property in the last 36 months? *No*

2084/120V

*

23. When were the building exteriors last repainted? 4 to 5 years

* 24. Diff. Settlement → Non-truck under Bldgs., interior cracks

25. Check old main elec. panels vs new ones - No new ones

26. Where is 2nd Accessible stall? Near Bldg 12

2.6.33, - concrete levelling - levelling

* \$16 - 20K to Repair - per Bldg - done by outside contractor
owner provides paint

5 years ago

use \$40K minimum today is \$5

M:

S:

I want to see a pistol? yes ✓

Fire Alarm panel? No ✓

→ Pool equipment ✓

Security system ✓

ADT - Office + Club

Box in clubhouse elect. room
sewer office
Clubhouse only

All Fountains are turned off.

Don't work - ~~###~~

needs new pump, Filter & timer at each Fountain

✓ Elect. Panel in Clubhouse CU only
✓ " " in Office CU only

W/H in leasing office

AllWest Environmental Due Diligence Questionnaire				Project No. 24120.60							
Summerwod Apartments, 444 Saratoga Ave., Santa Clara CA				ASAP							
Please return by:											
General Information											
Property Name		Summerwood Apartments (Information in green filled in by AllWest)									
Property Owner											
Owner Address											
City, State, Zip											
Site Contact		Miles Hofman									
Building Information											
Construction Date		1969 (as stated in the OM)									
Building sq ft		Gross				Rentable		454,890			
Service Providers											
Maintenance:											
Fire Sprinkler Inspection				Contact Number:							
Company Name:				Address:							
Fire Alarm Monitoring				Contact Number:							
Company Name:				Address:							
HVAC				Contact Number:							
Company Name:				Address:							
Roof Maintenance				Contact Number:							
Company Name:											
Utilities:											
Electrical		Silicone Valley Power				Adequate?		YES		NO	
Gas		PG&E				Adequate?		☐		☐	
Water		City of Santa Clara				Adequate?		☐		☐	
Sewer		City of Santa Clara				Adequate?		☐		☐	
Property Condition											
Site:											
Asphalt sealing		Year replaced:						Cost:			
Irrigation System		Yes		No							
Building Envelope:											
Roof Type:		Red barrel tile		Year replaced:				Cost:		Current leaks?	
		YES		NO						☐	
Structural (cracks, settlement)		☐		☐						☐	
Seismic Retrofit:		☐		☐		Year:				☐	
shear walls		☐		☐		shear frames		Yes		No	
Plywood sheathing		☐		☐						☐	
Mechanical Systems:											
HVAC		Equipment List		Yes		No		PDF?		Yes	
Attached		☐		☐						☐	
Equipment Age											
Known Deficiencies (For example: water infiltration, plumbing system, sewer line leaks or blockages, sewer line replacements, HVAC, electrical deficiencies, deferred maintenance, leaks though window or wall systems)											
Recent major replacement costs:											
Documentation											
Lists/Reports:											
Previous Property Reports		YES		NO		PDF?		YES		NO	
Brochures—OM		☒		☐		PDF?		☒		☐	
Warranties (Roof)		☐		☐		PDF?		☐		☐	
Warranties (HVAC equip)		☐		☐		PDF?		☐		☐	
Rent Roll		☐		☐		PDF?		☐		☐	
Testing Reports:											
Backflow Preventer		YES		NO		YES		NO			
Fire Sprinkler		1 Year		☐		5 year		☐		☐	
Fire Alarm		☐		☐							
Elevator		Current license expiration date:				5 year load test date:				YES	
Drawings:		YES		NO		YES		NO			
ALTA survey		☐		☐		PDF?		☐		Attached	
Original Construction Docs		☐		☐		PDF?		☐		Received	
Site Plan		☐		☐		PDF?		☐		Received	
Tenant Improvement Docs		☐		☐		PDF?		☐		Attached	
Prepared By:											
Date:											
Contact #											

APPENDIX C



APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: **PROPERTY CONDITION ASSESSMENT**

Summerwood Apartments
444 Saratoga Avenue
Santa Clara, CA 95050

PROJECT NUMBER: 24120.60

To: AllWest Environmental, Inc.
2141 Mission Street, Suite 100
San Francisco, CA 94110

From (Applicant):

(Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Ladies and Gentlemen:

Applicant states they have thoroughly reviewed the report and had the opportunity to discuss with AllWest the report's methodology, findings and conclusion(s).

Applicant hereby applies for permission to rely upon AllWest's work product, as described above, for the purpose of (state here the purpose for which you wish to rely upon the work product):

Applicant only can accept and rely upon AllWest work product under the strict understanding that Applicant is bound by all provisions in the General Conditions to the Work Authorization Agreement provided below. Every report, recommendation, finding, or conclusion issued by AllWest shall be subject to the limitations stated in the Agreement and subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. AllWest may withhold permission at its sole discretion or require additional re-use fees or terms.

FEES: A \$1,950 coordination and reliance fee, payable in advance, will apply. If desired, for an additional \$250 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if your request for reliance is not approved.

REQUESTED BY

APPROVED BY

Applicant Company

AllWest Environmental, Inc.

Print Name and Title

Print Name and Title

Signature and Date

Signature and Date

GENERAL CONDITIONS TO THE WORK AUTHORIZATION AGREEMENT

It is hereby agreed that the Client retains AllWest to provide services as set forth in the Work Authorization attached hereto (the "Work"). This contract shall be controlled by the following terms and conditions, and these terms and conditions shall also control any further assignments performed pursuant to this Work Authorization. Client's signature on this Work Authorization constitutes Client's agreement to the all terms to this contract, including these General Conditions.

FEES AND COSTS

1. AllWest shall charge for work performed by its personnel at the rates identified in the Work Authorization. These rates are subject to reasonable increases by AllWest upon giving Client 30 days advance notice. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services (defined below) under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone and other related expenses, as well as the costs of reproduction of all drawings for the Client's use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors, and soil and other materials testing. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to AllWest shall be invoiced by AllWest on the basis of cost plus twenty percent (20%). Automobile travel reimbursement shall be at the rate of fifty- eight cents (\$0.58) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.1 times the direct cost to AllWest. Reimbursable costs will be charged to the client only as outlined in the Work Authorization if the scope of work is for Phase I Environmental Site Assessment, Property Condition Assessment, Seismic Assessment or ALTA survey. Invoices for work performed shall be submitted monthly. Payment will be due upon receipt of invoice. Client shall pay interest on the balance of unpaid invoices which are overdue by more than 30 days, at a rate of 18% per annum as well as all attorney fees and costs incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its sole discretion.

STANDARD OF CARE

2. AllWest will perform its work in accordance with the standard of care of its industry, as it is at the time of the work being performed, and applicable in the locale of the work being performed. AllWest makes no other warranties, express or implied regarding its work.

LIMITATION OF REMEDIES

3. Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by AllWest, and/or its employees or agents, for any and all claims arising from AllWest's services, shall be \$50,000 or its fees, whichever is greater.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, AllWest may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to AllWest. Any such agreed increase in fee and limitation of remedies amount must be memorialized by written agreement which expressly amends the terms of this clause.

As used in this section, the term "limitation of remedies" shall apply to claims of any kind, including, but not limited to, claims brought in contract, tort, strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to AllWest's services or the services of AllWest's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). AllWest shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever. Client & AllWest have specifically negotiated this limitation.

INDEMNIFICATION

4. Notwithstanding any other provision of this Agreement, Client agrees, to the fullest extent permitted by law, to waive any claim against, release from any liability or responsibility for, and indemnify and hold harmless AllWest, its employees, agents and sub-consultants (collectively, Consultant) from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney's fees and defense costs, arising or alleged to arise out of or to be in any way connected with the Project or the performance or non-performance of Consultant of any services under this Agreement, except to the extent any such liabilities are determined by a court or other forum of competent jurisdiction to have been caused by the negligence or willful misconduct of Consultant.

Client further agrees to indemnify Consultant for any liability Consultant suffers to a third person to the extent that liability exceeds the limitation of liability amounts stated in Limitation of Remedies paragraph. This provision shall be in addition to any rights of indemnity Consultant may have under the law and shall survive and remain in effect following the termination of this Agreement for any reason. Should any part of this provision be determined to be unenforceable, AllWest and Client agree the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend AllWest shall arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

AllWest agrees to indemnify and hold harmless CLIENT, its officers, directors, partners, employees, and any other entity or person for which AllWest is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable attorneys' fees, costs and expenses recoverable under applicable law), that CLIENT incurs from claims by third parties, to the extent caused by negligent acts, errors or omissions or willful misconduct of AllWest in the performance of professional services under this Agreement and any other entity or person for which AllWest is legally liable.

Notwithstanding the foregoing, if AllWest's obligation to defend, indemnify, and/or hold harmless arises out of AllWest's performance of "design professional" services (as that term is defined under California Civil Code Section 2782.8), AllWest's obligations shall be as stated in California Civil Code Section 2782.8, which is fully incorporated herein as it was in effect as of the date of this Agreement. AllWest's indemnification obligation shall be limited to claims to the extent caused by the negligence, recklessness, or willful misconduct of AllWest, and, upon AllWest obtaining a final adjudication by a court of competent jurisdiction, AllWest's liability for such claim, including the cost to defend, shall not exceed AllWest's proportionate percentage of fault. AllWest is not obligated to indemnify and hold harmless CLIENT for CLIENT'S active or sole negligence, or willful misconduct.

MEDIATION & JUDICIAL REFERENCE

5. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client & AllWest agree that all such disputes shall be submitted to non-binding mediation, using a mutually agreed upon mediation service experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a condition precedent to the initiation of any other adjudicative proceedings. It is further agreed that any dispute that is not settled pursuant to such mediation shall be adjudicated by a court appointed referee in accordance with the Judicial Reference procedures as set forth in California Code of Civil Procedure Section 638 et seq. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this agreement.

The parties further agree to include a similar mediation, Judicial Reference & waiver of jury trial provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

HAZARDOUS WASTE

6. Client acknowledges that AllWest and its sub-contractors have played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist, and that AllWest has been retained for the sole purpose of performing the services set out in the scope of work within this Agreement, which may include, but is not necessarily limited to such services as assisting the Client in assessing any problem which may exist and in assisting the Client in formulating a remedial program. Client acknowledges that while necessary for investigations, commonly used exploration methods employed by AllWest may penetrate through contaminated materials and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout or other means, according to a state of practice design is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings of performing other exploration methods in a hazardous waste site.

AllWest will not sign or execute hazardous waste manifests or other waste tracking documents on behalf of Client unless Client specifically establishes AllWest as an express agent of Client under a written agency agreement approved by AllWest. In addition, Client agrees that AllWest shall not be required to sign any documents, no matter requested by whom, that would have the effect of AllWest providing any form of certification, guarantee, or warranty as to any matter or to opine on conditions for which the existence AllWest cannot ascertain. Client also agrees that it shall never seek or otherwise attempt to have AllWest provide any form of such certification, guarantee or warranty in exchange for resolution of any disputes between Client and AllWest, or as a condition precedent to making payment to AllWest for fees and costs owing under this Agreement.

Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter, arranger or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake and arrange for the removal, treatment, storage, disposal and/or treatment of hazardous material and investigation derived waste (such as drill cuttings) and further, assumes full responsibility for such wastes to the complete exclusion of any responsibility, duty or obligation upon AllWest. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

FORCE MAJUERE

7. Neither party shall be responsible for damages or delays in performance under this Agreement caused by acts of God, strikes, lockouts, accidents or other events or condition (other than financial inability) beyond the other Party's reasonable control.

TERMINATION

8. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party substantially fail to perform in accordance with its duties and responsibilities as set forth in this Agreement and such failure to perform is through no fault of the party initiating the termination. Client agrees that if it chooses to terminate AllWest for convenience, and AllWest has otherwise satisfactorily performed its obligations under this Agreement to that point, AllWest shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if AllWest shall have completed more than eighty percent of the Work at the time of said termination, AllWest shall be compensated as provided in the Work Authorization for all services performed prior to the termination date which fall within the scope of work described in the Work Authorization and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client, and Client agrees to pay AllWest's reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

Upon notice of termination by Client to AllWest, AllWest may issue notice of such termination to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project, and take such other actions as are reasonably necessary in order to give notice that AllWest is no longer associated with the Project and to protect AllWest from claims of liability from the work of others.

DOCUMENTS

9. Any documents prepared by AllWest, including, but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are instruments of service and shall remain the property of AllWest and AllWest retains copyrights to these instruments of service. AllWest grants to Client a non-exclusive license to use these instruments of service for the purpose of completing and maintaining the Project. The Client shall be permitted to retain a copy of any instruments of service, but Client expressly agrees and acknowledges that the instruments of service may not be used by the Client on other projects, or for any other purpose, except the project for which they were prepared, unless Client first obtains a written agreement expanding the license to such use from AllWest, and with appropriate compensation to AllWest. Client further agrees that such instruments of service shall not be provided to any third parties without the express written permission of AllWest.

Client shall furnish, or cause to be furnished to AllWest all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials or waste at, on or under the site. In addition, Client will furnish or

cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by AllWest for proper performance of its services. If Client fails to provide AllWest with all hazardous material subject matter reports including geotechnical assessments in its possession during the period that AllWest is actively providing its services (including up to 30 days after its final invoice), Client shall release AllWest from any and all liability for risks and damages the Client incurs resulting from its reliance on AllWest's professional opinion. AllWest shall be entitled to rely upon Client - provided documents and information in performing the services required in this Agreement; however, AllWest assumes no responsibility or liability for the accuracy or completeness of Client-provided documents. Client-provided documents will remain the property of the Client.

ACCESS TO PROJECT

10. Client grants to AllWest the right of access and entry to the Project at all times necessary for AllWest to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to AllWest for the purpose of AllWest's performance of the Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of AllWest upon reasonable proof of association with AllWest. Client's failure to provide such timely access and permission shall constitute a material breach of this Agreement excusing AllWest from performance of its duties under this Agreement.

CONFIDENTIAL INFORMATION

11. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and AllWest may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information of the other party is a special, valuable and unique asset of that party, and each of the Parties agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. AllWest further agrees that it will not sell, distribute or disclose information or the results of any testing obtained by AllWest during the performance of the Work without the prior written approval of Client unless required to do so by federal, state or local statute, ordinance or regulation.

INDEPENDENT CONTRACTOR

12. Both Client and AllWest agree that AllWest is an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by AllWest in connection with the Work are the agents, employees or subcontractors of AllWest and not of Client. Accordingly, AllWest shall be responsible for payment of all taxes arising out of AllWest's activities in performing the Work under this Agreement.

ENTIRE AGREEMENT

13. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes and replaces in its entirety all prior and contemporaneous proposals, agreements, representations and understandings of the Parties. The Parties have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act.

INTEGRATION

14. This is a fully integrated Agreement. The terms of this Agreement may be modified only by a writing signed by both Parties. The terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or AllWest but shall be interpreted in accordance with the general meaning of the language in an effort to reach the intended result.

MODIFICATION / WAIVER / PARTIAL INVALIDITY

15. Failure on the part of either party to complain of any act or omission of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or its application be unenforceable to any extent, the Parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

INUREMENT / TITLES

16. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective heirs, executors, legal representatives, successors and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of any paragraph. , et al., incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

AUTHORITY

17. Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture, limited liability company or a partnership, the signatories below warrant that said entity is properly

and duly organized and existing under the laws of the state of its formation and pursuant to the organizational and operating document of the entity, and the laws of the state of its formation, said signatory has authority act on behalf of and commit the entity to this Agreement.

COUNTERPARTS

18. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document.

THIRD PARTY BENEFICIARIES / CONTROLLING LAW

19. There are no intended third party beneficiaries of this Agreement. The services, data & opinions expressed by AllWest are for the sole use of the client, are for a particular project and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California and any action by either party to enforce this Agreement shall be brought in San Francisco County, California.

TIME BAR TO LEGAL ACTION

20. Any legal actions by either party against the other related to this Agreement, shall be barred after one year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two years have passed from the date by which AllWest completes its services.