RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION
3040 Riviera Heights Drive
Kelseyville, CA 95451
Office (707) 279-2245
Email: rivieraheightshoa@gmail.com Website: www.rivieraheights.com

May 2025

Dear RHHA Members,

Enclosed, you will find the Riviera Heights Homeowners Associations' Annual Budget, Policy Statement and policy disclosures for the 2025-2026 fiscal year. RHHA is a non-profit Mutual Benefit Corporation established under the California Corporations Code. The primary purpose of the Association is to manage a common interest development in accordance with the Davis-Stirling Common Interest Development Act. The Board is responsible for fiscal management of the association, including ownership, repair, maintenance, and management of the Common Area and Common Facilities within the Riviera Heights community in Lake County, California. It is the aim of the Board to enhance and promote the use and enjoyment of the Common Areas and Common Facilities.

The enclosed documents contain summaries of the 2025-2026 budgets, which were approved by the RHHA Board of Directors. According to California Civil Code Section 5300, these budget summaries must be provided to the members within thirty (30) to ninety (90) days before the end of the fiscal year. If you wish, you can request a complete copy of the budget at no cost from the RHHA Office. Additionally, this package includes a summary of the Annual Policy Statement, which is required to be distributed to members in accordance with Civil Code Section 5310. Should you want a full copy of the report, you can request it at no cost by submitting a written request to the Riviera Heights Homeowners' Association at the address provided below:

Riviera Heights Homeowners' Association
3040 Riviera Heights Drive
Kelseyville, CA 95451

The minutes of each Board meeting are posted monthly on the RHHA website at http://www.rivieraheights.com. Copies of previous Board meeting minutes are available upon request from our office.

Please take the time to review the enclosed documents. If you have any questions or concerns, please don't hesitate to contact your Board of Directors. Thank you.

Best regards,

RHHA Board of Directors

ANNUAL POLICY STATEMENT
RIVERIA HEIGHTS HOMEOWNERS ASSOCIATION
MAY 2025

(CIVIL CODE 5310)

1. **Designated Recipient:** The name and address of the person designated to receive official communications to the Riviera Heights Homeowners Association, pursuant to Section 4035:

   Tara Davis, Office Manger
   Riviera Heights Homeowners' Association
   3040 Riviera Heights Drive
   Kelseyville, CA 95451

2. **Right to Notice to Two Addresses:** RHHA Members may submit a request to have association documents and notices sent to two (2) different specified addresses, pursuant to subdivision (b) of Section 4040.

3. **General Notice Location:** General notices are posted in the display case located near the main entry gate to the RHHA Clubhouse. Meeting and special event notices are also emailed and posted in the sandwich boards near the main entrance of Riviera Heights Drive, on Marina View Drive and on Westridge Drive (near Bergeson).

4. **Right to Individual Delivery:** All property owners have the option to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045.

5. **Right to Minutes:** RHHA members have the right to receive copies of monthly Board meeting minutes, pursuant to subdivision (b) of Section 4950. Minutes are also distributed at the monthly Board meetings, posted in the display box located at the Clubhouse, and available on the RHHA website at www.rivieraheights.com.

6. **Collection Policy:** RHHA assessment collection policies and procedures required under Civil Code Section 5730 is enclosed.

7. **Lien Policy:** RHHA's policies and practices in enforcing lien rights and other legal remedies for default in the payment of assessments are enclosed.

8. **Rules Enforcement Policy:** RHHA's discipline policy is enclosed, as well as the schedule of penalties for violations of the governing documents pursuant to Section 5850.

9. **Dispute Resolution Procedures:** Enclosed is a summary of dispute resolution procedures, pursuant to Sections 5920 and 5965.

10. **Architectural:** Please review our Architectural Review Committees (ARC) rules and requirements at rivieraheights.com. Association approval is required for all major construction and exterior improvements to any property, pursuant to Section 4765.

11. **Short-Term Rentals:** No rentals of thirty (30) days or less are permitted within the association. Property owners are required to complete the enclosed tenant information form for all property rentals.

12. **Overnight Payments:** The mailing address for overnight payment of assessments, pursuant to Section 5655 is:
    Riviera Heights Homeowners' Association
    3040 Riviera Heights Drive
    Kelseyville, CA 95451

13. **Miscellaneous:**

    a. **Fire Hazard Mitigation Policy** – Enclosed is the revised Fire Hazard Mitigation Policy.
    b. **Schedule of Fines** – Enclosed is the revised Schedule of Fines
    c. **Pool, Marina & Common Area Rules & Regulations** – Enclosed is the revised rules and regulations.
    d. **Electronic Voting/Election** - notice to use electronic voting in Board of Directors elections – see "Important Notices to RHHA Membership" enclosed.
    e. **Pay bills on-line** – For those homeowners' who would like to pay their assessments or past due amounts by credit card, RHHA has established an arrangement with PayLease. Visit www.rivieraheights.com and click on the "pay bill online" tab which will take you to a "pay your bill" link.
    Fees for paying online include:
        - Credit card fee- 3.25% of the transaction plus an ACH $3.95
    f. **Facebook Page:** https://www.facebook.com/RHHAINFO/

IMPORTANT NOTICES TO RHHA MEMBERSHIP

BOARD OF DIRECTORS – 2025-2027 ELECTION

Results of the Riviera Heights Homeowners Association Board of Directors Election for the 2025-2027 term have been officially determined by acclamation. There were three (3) open positions on the Board of Directors for the two-year term 2025-2027 and three candidates who submitted a Notice of Candidacy to run for the Board. RHHA Director of Elections declared the election has been determined by acclamation with no need to move forward with a formal election (balloting, etc.). The Board will be seated at the RHHA Annual Meeting on Saturday, June 28th at 10AM. The RHHA Board of Directors for the 2025-2026 fiscal year will be Kathy Andre, Susan McGurgan, Antony Bisaccio, Vicky Lauritzen and Chris Welch.

RHHA ANNUAL MEETING:

The RHHA Annual Meeting will be held on Saturday, June 28, 20245 at 10:00AM, both in person at the Clubhouse and by ZOOM teleconferencing. The Board of Directors for the 2025-2026 fiscal year will be seated at this Annual Meeting.

MEMBERSHIP ASSESSMENT – INCREASE OF $4.17 PER MONTH OR $50 FOR 2025-2026 FISCAL YEAR:

Due to a rise in operating expenses, the RHHA BOD voted to approve an increase in membership assessments for the fiscal year 2025-2026. The annual membership fee (dues) for the upcoming fiscal year will be $525 per property, an increase of 50.00 ($4.17 per month) over the current annual fee of $475 (see Annual Budget Report enclosed).

SPECIAL ASSESSMENTS

There are no anticipated special assessments anticipated for the upcoming fiscal year, but RHHA BOD reserves the right in accordance with California Civil Code to approve a special assessment for unplanned major expenses, if necessary, in the upcoming fiscal year.

CIVIL LITIGATION:

No civil litigation is pending currently.

OUTSTANDING LOANS:

The RHHA has no outstanding loans with an original term of more than one year.

CLUBHOUSE UPDATES & SPECIAL EVENTS:

The RHHA office is open Tuesday through Friday from 9:00AM to 4:00PM. Please call (707) 279-2245 or email (rivieraheightshoa@gmail.com) for assistance. To save on payroll expenses, RHHA Office hours may be reduced during winter months. Please contact the RHHA office for winter office hours.

The RHHA Clubhouse is available for private rental by RHHA homeowners for social events such as weddings, birthday parties, baby showers, etc. The Clubhouse is also home to RHHA sponsored social events, meetings, seminars, etc. to benefit RHHA members. Enclosed please find a current copy of the Clubhouse rental form and information.

POOL:

The RHHA Annual Pool Opening and Bar-b-que is planned for Saturday, May 24, 2025 of Memorial Day Weekend, pending inspection and permit issuance by the County of Lake Department of Environmental Health. Please review the enclosed pool rules, regulations and liability release form for use. The pool will be open Tuesday through Sunday in June 2025 and closed on Mondays to save on operational costs while pool use is low. From July 1, 2025 thru Labor Day Weekend, the pool will be open seven days a week. The pool will again likely close on Mondays during September. Pool operations days/hours are dependent on weather, member use, and other circumstances beyond control of the Board that may affect members from safely using the pool (i.e. COVID, smoke from wildfires, etc.).

MARINA:

The RHHA Marina, boat launch, pier and float are open year-round for use by RHHA members and their invited guests. The float is monitored year-round and is raised out of the water when inclement weather or increased water levels occur. For the convenience of all members, please park in the open parking area and not block or inhibit access to the boat ramp. Also, it is important to lock the Marina Gate when entering or exiting the facility. Please review the enclosed marina rules, regulations and liability release form enclosed. If you need a marina/pool key, please contact the RHHA Office at (707) 279-2245 for more information.

FIRE ABATEMENT:

Cal Fire has rated our area (and most of Lake County) as a "very high hazard severity zone." As such, we must be as prepared as possible for a wildfire event. Cal Fire anticipates this to be another very dangerous fire season due to dry grasses and brush, hot temperatures and low humidity. Defensible and survivable space development around homes, removal of hazardous vegetation and evacuation readiness remain top priorities of the RHHA BOD and Firewise Committee. RHHA continues to work with CalFire, the Konocti Fire Safe Council, and other state and local agencies to promote wildfire safety and mitigation.

The Annual RHHA Property Fire Risk Inspections began mid-April 2025, and all owners have received their inspection results. Properties must be brought into fire abatement compliance by June 1, 2025. If you have any questions or concerns regarding your properties fire risk inspection results and/or what abatement work needs to be done to bring your property into compliance, please contact the RHHA office right away by phone at (707) 279-2245 or by email at rivieraheightshoa@gmail.com. A RHHA fire representative can meet you at your property to help clarify any questions or concerns you have. Upon request, a short time-extension may be granted to those owners who are working with us to clear their properties of identified fire risks in a timely manner. The RHHA BOD thanks all owners who undertake fire mitigation efforts to protect both their own property, as well as our community.

The RHHA Annual Spring Chipper Days event will be held this May 27th, 28th, 29th and 30th. This includes 20- minutes of free chipping per property which is an important cost savings benefit for RHHA owners. Call the RHHA office at (707) 279-2245 to sign up for this popular event!!!

RHHA continues to maintain common area lands to reduce fuel load and wildfire risk. This includes brush mitigation and hazardous tree removal as needed at the Clubhouse, Marina, Wilderness Road area and Grande Vista Drive, as well as fuel break maintenance below Westridge Drive (section of land downslope to Soda Bay Road). Clear Lake Environmental Resource Center (CLERC) has been awarded grant funding to mitigate existing Cal Fire fuel breaks behind Riviera Heights again this year, using both grazing methods and heavy equipment. The existing Cal Fire break in Riviera Heights run near the base of Mt. Konocti behind sections of Skyline Drive, Westridge Drive, Westridge Circle and in parts of the Wilderness Road area. This project is expected to begin in May/June 2025.

WATER HOOK-UPS & UPDATES:

County of Lake Special Districts is responsible for the water treatment plants, systems, operations and management of Special District 20, which includes Riviera Heights. There are still a limited number of water hook-ups available. If you are interested in purchasing a hook-up, please contact County of Lake Special Districts at (707) 263-0119.

ELECTRONIC VOTING IN DIRECTOR ELECTIONS:

RHHA will amend its election rules to allow for electronic balloting for the election of directors at least 120 days before the voting deadline for the 2026-2027 BOD Elections. Owners will receive amended election rules accordingly by U.S. mail or email consent.

E-MAIL COMMUNICATION NOTICES:

We continue to increase the number of owners participating in the RHHA e-mail communication program, which saves RHHA money in postage and printing of information, event notices, documents and disclosures sent out to RHHA members. If you would like to be added to the RHHA e-mail distribution list to receive these important updates, please come into the office and fill out a consent form in person or e-mail the RHHA office at rivieraheightshoa@gmail.com to provide RHHA with your authorized consent to receive electronically. Owners are not required to give your email address to the association. Owners are requested to provide a written statement as to their preferred method for receiving RHHA notices and documents whether by (1) electronic transmission only (2) written notice only or (3) by both electronic transmission and written notice.

CONTACT INFORMATION:

All RHHA property owners are required by law to provide the association with current contact information for you and/or your tenant. (See Property Owners Rental Information Form enclosed).

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION

ANNUAL BUDGET REPORT (Civil Code Section 5300)

The RHHA Board of Directors has approved a Pro Forma Budget for the fiscal year ending June 30, 2026. The budget contains estimated revenue and expenses on an accrual basis. A copy of the budget is enclosed for your review.

Like most businesses, this year has been especially challenging for the RHHA due to the high increase in costs for utilities, payroll, insurance, maintenance of common areas, fire abatement and the annual contribution for reserve funding and the federal freezing of $7,000 in grant funds to defray costs for the RHHA Annual Spring Chipper Days

The RHHA Board expects operating costs will continue to escalate for the upcoming year due to current economic conditions. The 2025-2026 budget reflects these increased costs. To offset the rise in operating expenses, membership assessments (dues) for the upcoming 2025-2026 fiscal year will be increased by a total of $50.00 ($4.17 per month) over last year's dues to $525.

The Board of Directors currently does not foresee the requirement for a special assessment to cover planned expenditures. However, they retain the authority, as permitted by the California Civil Code, to approve a special assessment for unexpected significant expenses if they arise during the upcoming fiscal year.

A summary of the Reserve Funding Plan, which outlines major reserve expenditure component repairs, and an Executive Summary are enclosed. The Board has approved a reserve funding plan for the 2025-2026 fiscal year based on recommendations from the Annual Reserve Study conducted by Association Reserves. RHHA Reserve accounts are funded through a portion of membership dues. Full copies of the reserve study can be obtained by RHHA members upon request for a nominal fee.

Due to increased operational expenses, RHHA was unable to meet the full reserve contribution goal of $75,698 for the 2024-2025 fiscal year. Many HOA's in California are experiencing this same situation as operating costs increased, and income decreased. RHHA consulted with Association Reserves to address this matter. As recommended, the RHHA Board approved to reduce the amount of the reserve funding contribution for this fiscal year to $35,000, to meet budget overages, as well as to slow the pace of reserve funding for the next few years. Currently the RHHA reserve fund is at a medium strength of 55.8%, an increase of 6.3% over the prior fiscal year. RHHA will continue to gradually build up reserve funds again over time, like how reserve funds were managed when the marina pier was

destroyed several years ago in a severe winter storm. The Board again chose this approach of rebuilding funding over an extended period instead of levying a special assessment on homeowners.

Reserve expenses in the 2024-2025 fiscal year include repair of damage done to marina float platform for $4,800, pending repair/reseal of the trench in the marina parking lot, fire abatement of RHHA common area properties, replacing lights in the Clubhouse parking lot, replacing the pool pump motor and re-sealing the pool deck, replacement of pool and marina keys inventory and the annual reserve study.

Major reserve expenses for the 2025-2026 fiscal year will include asphalt overlay of the Clubhouse parking lot (deferred from the 2024-2025 fiscal year), ongoing fire abatement and tree removal on RHHA common area properties and an on-site reserve study, as required by HOA law. The pool deck resurfacing, which was scheduled for this year, has been deferred to the 2026-2027 fiscal year as it remains in good, useable condition and the Board is exploring cost saving options of implementing this project at the same time pool resurfacing is planned.

Riviera Heights Homeowners' Association
BUDGET
July 1, 2025 through June 30, 2026
Accrual Basis

	2025-2026
Ordinary Income/Expense	
Income	
Administrative Fee Income	23,000
Architectural Plan Fee	500
Clubhouse Rental	2,250
Escrow Demand	2,500
Fines	50,000
HOA Dues	329,175
Interest Income Bank	50
Interest Income Charges	5,000
Key Replacement	1,000
Late Fees	5,250
Returned Check Charges	100
Social Committee Income	625
Transfer Ownership	4,050
Total Income	423,500
Gross Profit	
Expense	
Administrative Expenses	
Advertising & Promotion	100
Bank Charges	150
Donations	1,000
Filing Fees	35
Insurance	
Liability-State Farm	14,000
Workers Comp	6,500
Total Insurance	20,500
Licenses & permits	750
Meetings/Events	1,700
Miscellaneous Expense	1,000
Newsletter/Printing	3,000
Office Supplies	6,500
Outside Services-Office	750
Postage & Delivery	6,000
Professional Fees	
CPA/Accounting	14,500
Legal Fees	2,500
Lien Fees	500
Total Professional Fees	17,500
Rescinded Fines	5,000
Social Committee Expense	1,125
Subscriptions	3,000
Taxes	
Federal	100
State	30
Total Taxes	130
Telephone/Internet/Fax	3,000
Uncollectible Accounts/Bad Debt	5,000
Website	1,000
Total Administrative Expenses	76,115
Operating Expenses	
Payroll Expenses QBO P/R	
QBO Payroll Fees	420
Reimbursements	2,000
Taxes	18,986
Wages	201,338

Riviera Heights Homeowners' Association
BUDGET
July 1, 2025 through June 30, 2026
Accrual Basis

	2025-2026
Total Payroll Expenses	222,744
Property Maintenance	
Clubhouse\Grounds	
Alarm Service	456
Equipment Repairs	100
Outside Services-Clubhouse	750
Pest Control	800
Supplies\Materials	2,500
Total Clubhouse\Grounds	4,606
Marina	
Cleaning/Janitorial	900
Supplies/Materials	250
Total Marina	1,150
RHHA Community	
Outside Services-Fire Abatement	25,000
Total RHHA Community	25,000
Swimming Pool Area	
Chemicals-Supplies	8,000
Health Permit	335
Outside Services-Pool	6,000
Pool Equipment	250
Propane/Pool	8,500
Supplies-Non chemical	300
Total Swimming Pool Area	23,385
Total Property Maintenance	54,141
Utilities	
168-7 Street Lights	1,750
404-9 PG&E Clubhouse	12,000
495-7 PG&E Marina	400
740-2 PG&E Pool	2,500
Propane/Clubhouse	350
Trash Removal	2,500
Water	6,000
Total Utilities	25,500
Total Operating Expenses	302,385
Total Expense	378,500
Net Ordinary Income	45,000
Other Income/Expense	
Other Income	
Other	-
Total Other Income	-
Other Expense	
Reserve Replacement Fund	45,000
Total Other Expense	45,000
Net Other Income	(45,000)
Net Income	**0**

Riviera Heights Homeowners' Association

Balance Sheet

As of March 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
ARC Ckg - Umpqua Bank	2,025.00
Comm. First CU Reserve CD - 1 yr	137,281.12
Comm. First CU Reserve CD - 6 mo.	21,139.12
Community First CU Reserve Checking	7,286.89
Community First CU Reserve Money Market	75,735.36
Community First CU Reserve Savings	25.00
Operating Ckg- Umpqua Bank 7901	0.00
Petty Cash	200.00
Reserve Checking 0573	81,252.53
Savings Bank of Mendocino County	62,150.60
Umpqua Money Mkt Savings	19,089.19
Total Bank Accounts	**$406,184.81**
Accounts Receivable	**$230,388.12**
Other Current Assets	**$5,113.12**
Total Current Assets	**$641,686.05**
Fixed Assets	**$21,753.48**
TOTAL ASSETS	**$663,439.53**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,064.26
Total Accounts Payable	**$1,064.26**
Other Current Liabilities	**$1,221.18**
Total Current Liabilities	**$2,285.44**
Total Liabilities	**$2,285.44**
Equity	
Membership Equity	538,547.02
Opening Bal Equity	0.00
Net Income	122,607.07
Total Equity	**$661,154.09**
TOTAL LIABILITIES AND EQUITY	**$663,439.53**

Riviera Heights Homeowners' Association

Profit and Loss YTD Comparison - General Fund

March 2025

	TOTAL	
	MAR 2025	JUL 2024 - MAR 2025 (YTD)
Income		
Administrative Fees		16,000.00
Clubhouse Rental	300.00	1,700.00
Escrow Demand	300.00	1,900.00
Fines		42,550.00
HOA Dues	-35,348.00	262,444.47
Interest Income Bank	5.11	40.23
Key Replacement		250.00
Late Fees		4,227.50
Misc. Income		520.72
Returned Check Fee		150.00
Social Committee Income		642.00
Transfer Ownership	600.00	4,200.00
Total Income	**$ -34,142.89**	**$334,624.92**
GROSS PROFIT	**$ -34,142.89**	**$334,624.92**
Expenses		
Administrative Expenses		
Bank Charges	5.00	190.00
Donations		1,060.00
Insurance		
Liability	3,257.49	8,597.97
Workers Comp		5,507.99
Total Insurance	**3,257.49**	**14,105.96**
Licenses & permits		739.25
Meetings/Events	78.15	262.11
Miscellaneous Expense		790.06
Office Supplies	-101.41	5,261.62
Outside Services-Office		1,295.00
Postage & Delivery	396.00	2,592.20
Professional Fees		
CPA/Accounting	550.00	12,737.65
Legal Fees		290.00
Total Professional Fees	**550.00**	**13,027.65**
Rescinded Fines		24,250.00
Social Committee Expense		72.90
Subscriptions	318.98	2,696.95
Telephone/Internet/Fax	288.77	3,127.46
Website	220.00	413.17
Total Administrative Expenses	**5,012.98**	**69,884.33**

	TOTAL	
	MAR 2025	JUL 2024 - MAR 2025 (YTD)
Operating Expenses		
Payroll Expenses QBO P/R		
QBO P/R Fees	106.60	555.70
Reimbursements	19.95	718.86
Taxes	1,104.06	13,162.42
Wages	9,554.00	117,939.42
Total Payroll Expenses QBO P/R	**10,784.61**	**132,376.40**
Property Maintenance		
Clubhouse\\Grounds		
Alarm Service	34.95	349.50
Cleaning/Janitorial		52.22
Equipment Repairs		77.36
Outside Services-Clubhouse		448.00
Pest Control		510.00
Supplies\\Materials		976.56
Total Clubhouse\\Grounds	**34.95**	**2,413.64**
Marina		
Cleaning/Janitorial	78.08	684.72
Supplies/Materials		17.12
Total Marina	**78.08**	**701.84**
RHHA Community		
Outside Services-Fire Abatement		4,403.75
Total RHHA Community		**4,403.75**
Swimming Pool Area		
Chemicals-Supplies	226.68	5,263.80
Health Permit		332.00
Outside Services-Pool	325.00	4,269.20
Propane/Pool		6,858.27
Supplies-Non chemical		206.65
Total Swimming Pool Area	**551.68**	**16,929.92**
Total Property Maintenance	**664.71**	**24,449.15**
Utilities		
168-7 Street Lights	125.34	1,140.61
404-9 PG&E Clubhouse	1,109.88	8,422.58
495-7 PG&E Marina	40.23	259.53
740-2 PG&E Pool		1,444.98
Propane/Clubhouse		345.56
Trash Removal	197.75	1,766.55
Water		5,265.81
Total Utilities	**1,473.20**	**18,645.62**
Total Operating Expenses	**12,922.52**	**175,471.17**
Total Expenses	**$17,935.50**	**$245,355.50**
NET OPERATING INCOME	**$ -52,078.39**	**$89,269.42**
NET INCOME	**$ -52,078.39**	**$89,269.42**

Reserve Study Executive Summary — No-Site-Visit

Riviera Heights HOA
Kelseyville, CA
Level of Service: **Update "No-Site-Visit"**

Report #: **30952-8**
# of Units: 628
July 1, 2025 through **June 30, 2026**

Findings & Recommendations

as of July 1, 2025

Projected Starting Reserve Balance	$319,045
Current Fully Funded Reserve Balance	$572,259
Average Reserve Deficit (Surplus) Per Unit	$403
Percent Funded	55.8 %
Recommended 2025/26 "Monthly Fully Funding Contributions"	$3,750
Recommended 2025/26 Special Assessments for Reserves	$0
2024/25 Monthly Contribution Rate	$2,946

Reserve Fund Strength: 55.8%

	Weak	Fair		Strong	
		< 30%	X	< 70%	> 130%
Risk of Special Assessment:	High	Medium		Low	

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves .... **3.00 %**
Annual Inflation Rate .... **3.00 %**

- This is an Update "No-Site-Visit" Reserve Study.
- This Reserve Study was prepared by or under the supervision of a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 55.8 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".
- Based on this starting point, your anticipated future expenses, and your historical Reserve allocation rate, we recommend increasing your Reserve allocations to $3,750 Monthly.
- *The Deterioration rate for your Reserve Components is $5,575.50 Monthly.*
- No assets appropriate for Reserve designation were excluded.
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
	Clubhouse Building			
101	Balcony & Deck - Inspection	9	7	$3,660
109	Clubhouse Deck - Repair/Replace	30	21	$50,500
303	HVAC Units - Replace	12	5	$29,400
305	Security System - Replace (Club)	5	1	$2,610
323	Exterior Lights - Replace	25	4	$5,630
508	Deck Railings - Repair	25	22	$9,340
701	Clubhouse Main Doors - Replace	30	3	$5,260
702	Clubhouse Entry Doors - Replace	30	3	$15,700
703	Entry/Access Doors - Replace	25	1	$7,100
803	Water Heater - Replace	20	0	$3,290
905	Ping-Pong Room - Refurbish/Remodel	15	8	$3,290
911	Kitchen Appliances - Replace	15	2	$9,850
942	Clubhouse - Refurbish/Remodel	15	5	$19,600
1110	Clubhouse Int. Surfaces - Repaint	15	5	$5,930
1116	Clubhouse Ext. Surfaces - Repaint	7	4	$8,800
1117	Clubhouse Ext. Surfaces - Repair	7	4	$1,900
1118	Deck Railings - Repaint	7	5	$1,860
1303	Comp Shingle Roof - Replace	30	14	$26,400
1307	Flat Roof - Replace	20	4	$2,180
1312	Gutters/Downspouts - Replace	30	14	$4,420
1314	Skylights - Replace	30	20	$10,000
	Clubhouse Common Areas			
202	Clubhouse Asphalt - Overlay	40	0	$67,100
203	Clubhouse Asphalt - Seal/Repair	2	0	$5,150
320	Pole Lights - Replace	40	28	$5,500
408	Club Picnic Tables/Benches-Replace	25	1	$3,580
503	Metal Railings - Replace	40	30	$4,440
710	Clubhouse Entry Gate - Replace	40	12	$5,930
1810	Plumbing - Repairs	2	0	$2,310
1811	Plumbing - Replace	10	1	$10,300
1812	Septic System - Repair/Replace	10	4	$13,100
	Pool Area			
504	Pool Equip. Gate - Replace	40	38	$2,640
515	Pool Fence/Gates - Replace	40	12	$11,800
908	Pool Bathrooms - Refurbish/Remodel	15	6	$18,300
1201	Pool Deck - Resurface	20	1	$15,200
1203	Pool - Resurface	12	1	$40,800

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1206	Pool Filters - Replace	15	10	$6,020
1208	Pool Heater - Replace	10	1	$12,400
1210	Pool Pump - Replace	10	9	$2,910
1218	Pool Rails - Replace	40	12	$5,260
1219	Pool Furniture - Replace	10	5	$11,800
	Marina			
201	Marina Asphalt Drive-Remove/Replace	40	10	$112,000
201	Marina Asphalt Lot - Remove/Replace	40	16	$79,100
202	Marina Asphalt Drive - Overlay	40	30	$42,200
202	Marina Asphalt Lot - Overlay	40	30	$29,800
203	Marina Asphalt Drive - Seal/Repair	4	1	$6,360
203	Marina Asphalt Lot - Seal/Repair	4	0	$4,240
305	Security System - Replace (Marina)	10	5	$4,640
409	Marina Picnic Tables - Replace	25	2	$4,750
526	Retaining Walls - Repair	14	9	$17,400
709	Marina Entry Gate - Replace	40	2	$5,930
909	Marina Bathrooms - Refurb/Remodel	15	5	$11,600
1704	Dock Pilings - Replace	30	25	$5,790
1709	Dock Float - Repair/Replace	20	19	$10,800
1710	Dock Ramp - Major Repair	30	25	$8,660
1710	Dock Ramp - Minor Repair	10	2	$5,010
1711	Marina Pier Dock - Repair/Replace	30	25	$98,400
1712	Marina Railing - Repair/Replace	25	20	$12,000
1750	Gazebo - Repair/Replace	25	1	$4,440
1810	Plumbing - Repairs	2	0	$2,900
	General Common Areas			
103	Concrete Walkways - Repair	10	1	$4,840
1008	Trees - Trim/Remove	1	0	$6,500
1403	Monument Signs - Replace	20	17	$5,570
1830	Fire Abatement - Maintenance	1	0	$8,500
1841	Flood Control - Waterbars	5	0	$1,310
1850	CC&Rs - Update/Revise	10	1	$11,600
1925	Reserve Study - Update	3	0	$2,490
66	**Total Funded Components**			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

StateFarm

STATE FARM GENERAL INSURANCE COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

RENEWAL DECLARATIONS

Named Insured

AT2 M-02-2935-FBA4 F V
000546 3125
RIVIERA HEIGHTS
HOMEOWNERS ASSOCIATION
3040 RIVIERA HEIGHTS DR
KELSEYVILLE CA 95451-9009

Policy Number	**97-F6-0918-6**	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAR 26 2025	MAR 26 2026

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
NANETTE DUTCHER CPCU, CLU, CHF
2170 S MAIN ST
LAKEPORT CA 95453-5620

PHONE: (707) 263-7142

Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM $ 13,030.00

Discounts Applied:
Renewal Year
Protective Devices
Claim Record

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JAN 13 2025
CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001	3040 RIVIERA HEIGHTS DR KELSEYVILLE CA 95451-9009	No Coverage	No Coverage

AUXILIARY STRUCTURES

Location Number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
001A	CLUBHOUSE	$ 1,451,800	$ 75,500
001B	BATHHOUSE	$ 30,500	See Prop Sch
001C	Pool	$ 120,500	See Prop Sch
001D	PIER	$ 187,600	See Prop Sch
001E	BBQ	$ 8,300	See Prop Sch

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 287.4

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JAN 13 2025
CMP-4000
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Continued on Next Page

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

SECTION I - DEDUCTIBLES

Basic Deductible	$5,000		
Special Deductibles:			
Money and Securities	$250	Employee Dishonesty	$250
Equipment Breakdown	$2,500		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$5,000
Fire Extinguisher Systems Recharge Expense	$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	$250,000

Continued on Reverse Side of Page

Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below apply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	$50,000
Off Premises	$15,000
Arson Reward	$5,000
Forgery Or Alteration	$10,000
Money And Securities (Off Premises)	$5,000
Money And Securities (On Premises)	$10,000
Money Orders And Counterfeit Money	$1,000
Outdoor Property	$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Personal Property Off Premises	$15,000
Pollutant Clean Up And Removal	$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Signs	$2,500
Valuable Papers And Records	
On Premises	$10,000
Off Premises	$5,000

Prepared
JAN 13 2025
CMP-4000

Continued on Next Page

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	$25,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	$3,000,000
Coverage M - Medical Expenses (Any One Person)	$5,000
Damage To Premises Rented To You	$300,000
Directors And Officers Liability	$3,000,000

AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	$6,000,000
General Aggregate	$6,000,000
Directors and Officers Aggregate	$3,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Continued on Reverse Side of Page

RENEWAL DECLARATIONS (CONTINUED)

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4101	Businessowners Coverage Form
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4814	Directors & Officers Liability
CMP-4828	Extra Replacement Cost
CMP-4696	Residential Community Assoc
CMP-4746.1	Hired Auto Liability
CMP-4710	Employee Dishonesty
CMP-4508	Money and Securities
CMP-4705.2	Loss of Income & Extra Expense
CMP-4864	Building Ordinance or Law Cov
CMP-4260.1	Amendatory Endorsement-CA
CMP-4261	Amendatory Endorsement
FD-6007	Inland Marine Attach Dec
	* New Form Attached

This policy is issued by the State Farm General Insurance Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm General Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Michelle Mancias
Secretary

Daniel J. Krause
President

Prepared
JAN 13 2025
CMP-4000
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Continued on Next Page

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service
PO Box 2320
Bloomington IL 61702
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, CA 90013
Phone # 1-800-927-HELP (4357) or visit www.insurance.ca.gov/01-consumers

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NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Continued on Reverse Side of Page

Residential Community Association Policy for RIVIERA HEIGHTS
Policy Number 97-F6-0918-6

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared
JAN 13 2025
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StateFarm

STATE FARM GENERAL INSURANCE COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 2915
Bloomington IL 61702-2915

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	97-F6-0918-6	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAR 26 2025	MAR 26 2026

The policy period begins and ends at 12:01 am standard time at the premises location.

Named Insured

M-02-2935-FBA4 F V

RIVIERA HEIGHTS
HOMEOWNERS ASSOCIATION
3040 RIVIERA HEIGHTS DR
KELSEYVILLE CA 95451-9009

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months** , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-6271	Amendatory Endorsement
FE-8739	Inland Marine Conditions
FE-8745	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
JAN 13 2025
FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8745	Inland Marine Computer Prop	$ 10,000	$ 500	Included
	Loss of Income and Extra Expense	$ 10,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
JAN 13 2025
FD-6007

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

RIVIERA HEIGHTS HOMEOWNER'S ASSOCIATION
DELINQUENT ASSESSMENT COLLECTION POLICY

The Board is charged with the responsibility to collect assessments to pay for the maintenance and replacement of common area property and other association expenses. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest when assessments are not paid on time. There are a number of ways to do this, collection agency action, court action and foreclosure processes.

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

Thus, it is important to pay your assessments on time.

The Board will not use non-judicial foreclosure to collect fines or penalties but be advised that other remedies are available to collect these as well as any sums not suitable for collection by non-judicial foreclosure. The association intends to comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments.

1. Assessments are due annually by July 1st of each year and are considered delinquent within 60 days, September 1st, at which time a late charge of *10%* of the assessment (or special assessment), whichever is greater, may be charged. All unpaid balances as of September 1st will be subject to interest of 12 % per annum.

2. On or about the first day after the September 1, the assessment payment is due and a 30-day Pre-Lien Notice may be sent by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the owner(s) have provided a written notice to the Association noting a secondary address, all notices shall be sent to that address also. The notice to owner will include an itemized statement of the total amount's delinquent, including assessments, late charges, interest and costs of collection. Owner will also be notified that he or she is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.

3. On or after the 30th day after the Pre-Lien Notice is sent, the Association may record a lien on the property to secure the debt; however, there are limitations prohibiting foreclosure at this time (see paragraph 4). On or after any assessment or other amount due becomes delinquent; the Board also has the right to turn the homeowner's delinquent account over to a credit agency for recovery action or file an action in small claims court to collect the sums due. All Board discussions related to the owner's situation shall be held in executive session. The decision to file an action in court and/or record a lien shall be made by the Board of Directors in an open meeting, by majority approval. The action shall be recorded in the minutes of the meeting referring to the property by parcel number, and not by name of owner.

4. If all sums secured by the lien are not paid in full within thirty (30) days after recordation of the lien, and at the point the amount of delinquent regular or special assessments reaches $1,800.00 [not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest] or has been delinquent more than 12 months, the Board may vote on the decision to foreclose the lien (which involves recording a Notice of Default and following statutory procedures to foreclose). The decision shall be noted in the minutes of an open meeting by parcel number [although the discussion on the action, which is disciplinary in nature, may be held in executive session to protect the owner's privacy in the Board's discretion]. A Board vote to approve foreclosure of a lien may not take place less than 30 days prior to any public sale. (Note that the estimated time for foreclosure process from Notice of Default to date of sale is approximately 3-4 months and additional interest costs continue to accrue as the statutory procedures are followed). All resulting collection fees and costs will be added to the total delinquent amount. Prior to initiating a foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate, in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

5. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association of an address off-site, the address of the owner's separate interest will be the owner's legal mailing address. In addition, to notice by mail, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

6. If any owner's property is sold at a non-judicial foreclosure sale by the association for failure to pay assessments and related costs, an owner has a right to redeem the property up to 90 days after the sale (essentially meaning the Owner can buy it back by paying the total amount of the delinquency, costs of collection, including foreclosure costs, interest, penalties, etc.).

7. All charges assessed must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, unless a mutually agreeable payment plan is agreed to in writing.

8. When a payment is made, the owner may request a receipt and the Association will provide it. On the receipt, the association shall indicate the date of payment and person who received it. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late fees and collection expenses. An owner may request that the Board consider a payment plan to satisfy a delinquent assessment. The Board will inform owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: The Board will meet with the owner in executive session within 15 days of the postmark of an owner's request if the request is mailed within 2 days of the date of the postmark of the notice of delinquency, unless there is no regularly scheduled BOD meeting during that period. In that case, the BOD may designate Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an association's ability to turn a delinquent account over to a collection agency or record a lien to secure payment of delinquent assessments, except as to delinquent new assessments. Additional late fees shall not accrue during the payment plan period only if the owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments with late fees, costs, without regard to the payment plan. **Delinquent dues are reportable to credit bureaus/agencies.**

9. Any check returned by the bank for insufficient funds, stop payment or any other reasons is subject to a charge back to the unit of the amount of the check, an administrative fee, and any bank fees charged to the Association. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever reasonable administrative fees the Agent charges.

10. The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noted.

11. An owner of a separate interest has the right to inspect the association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.

12. At any time the Board may seek legal advice related to enforcement of assessment collections, and is entitled to follow the advice of legal counsel, even if it deviates from the above processes (and so long as it is not in derogation of the statutes relating to assessment collection in HOAs).

13. In the event of conflict of these policies with the Collection Policies in the Restated CC&Rs and said policy is required by California State Law, the CC&Rs and policies shall be deemed modified by law to conform with the then current law.

Civil Code 5730. Annual Statement of Collection Procedure.
(Old: Civ. Code 1365.1)

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

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

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard.

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments (Section 5655 of the Civil Code).

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

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

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

ALTERNATIVE DISPUTE RESOLUTION DISCLOSURE

California Civil Code Section 1369.520 requires Alternative Dispute Resolution (ADR) as opposed to litigation in certain Association/Homeowner disputes and further requires that homeowners be notified of the ADR requirements on a yearly basis.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the statue are the Association (through the Board of Directors) and any owner of record.

DISPUTES SUBJECT TO THE STATUTE/QUALIFYING DISPUTES

Section 1369.520 provides that the Association and Owners shall endeavor to submit disputes related to the enforcement of the governing documents to ADR. Where, however, an Owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a service provider to the HOA, such a dispute is not within the scope of the statue.

DISPUTES EXCLUDED FROM THE STATUTE

Sections 1369.520 and 1369.510 specifically exclude the following disputes from ADR:

1. Assessment collection, except as provided for Civil Code Section 1366.3;
2. Claims for money damages in excess of Five Thousand Dollars ($5,000) in conjunction with a claim for declaratory or injunctive relief;
3. Actions where the applicable statute of limitations would expire within 120 days;
4. Actions for preliminary or temporary injunctive relief; and
5. The filing of a Cross-Complaint in response to a Complaint already filed.

INITIATING PARTY

The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a request for resolution including the following information and language:

1. A brief description of the dispute between the parties;
2. A request that the matter be submitted to ADR;

3. A statement that the party receiving the request for resolution (Responding Party) is required to respond thereto within thirty (30) days of receipt or it will be Deemed Rejected.

4. A copy of Sections 1369.510 – 1369.590 of the Civil Code, if the responding party is the owner of a separate interest.

Service of the request for resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonable calculated to provide the party on whom the request is served actual notice of the request.

RESPONDING PARTY

Upon receipt of a request for resolution the responding party, whether the Association or Owner, has thirty (30) days in which to either accept or reject the request. In the event no such response is received, the request is deemed rejected.

GENERAL PROCEDURE

Where the request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.

In the event that a lawsuit is eventually commenced, the party filing must also file a certificate concerning the completion of the ADR. Where a lawsuit is commenced and ADR has not occurred, the filing party should file a certificate as to why ADR did not take place.

See RHHA "Internal Dispute Resolution Procedures' for how to initiate or respond to an Association/Homeowner dispute.

CONSEQUENCES OF FAILURE TO COMPLY

In the event the initiating party proceeds to Court without complying with the provisions of this Section, the responding party can move the Court for an order of dismissal. As a result, it is important to seek independent counsel if you have further questions.

In the event a trial proceeds as a result of a responding party's refusal to participate in ADR, the Court may take such failure into consideration when ruling on payment of attorney's fees and costs.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding disclosure is provided the Association as mandated by and in compliance with CA Civil Code Section 1369.590. Homeowners are encouraged to review the statute in its entirety or seek independent legal counsel in the event a dispute arises.

RIVIERIA HEIGHTS HOMEOWNERS' ASSOCIATION
DISPUTE RESOLUTION PROCEDURES

Civil Code 5915. Default Meet and Confer Procedure

To further clarify dispute resolution procedures outlined in the CC&R's as well as amended in Civil Code 5915, RHHA members are provided a fair, reasonable and expeditious dispute resolution procedure as follows:

(a) The procedure provided herein is fair, reasonable, and expeditious.

(b) Either party to a dispute (the Board of Directors or an RHHA homeowner) may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve a dispute. The request shall be in writing.

(2) A member of RHHA may refuse a request from the Board of Directors to meet and confer. RHHA BOD shall not refuse a request from a member to meet and confer.

(3) The board shall designate a director to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

(3) A member shall not be charged a fee to participate in the process.

(Amended by Stats. 2014, Ch. 411, Sec 2. Effective January 1, 2015.)

Rules of Enforcement

Section 16

Breach and Default

Section 16.1.Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, Tenant, occupant or user of any Lot, or any portion of the Common Area or Common Facilities, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

Section 16.2.Nuisance. Without limiting the generality of the Section 16.1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 16.3.Costs and Attorney's Fees. In any action brought because of any alleged breach or default of any Owner or other party hereto under this Declaration, the court may award to any party in any such action such attorney's fees and other costs as the court deems just and reasonable.

Section 16.4.Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

Section 16.5.Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

Section 16.6.Rights and Remedies of the Association.

(a) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or Tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to hiring legal counsel, imposing of fines and monetary penalties, pursuit of legal action, recording notices of violation or non-compliance with the County, and the suspension of the Owner's right to use Recreational Common Area and suspension of the Owner's voting rights as a Member of the Association; provided that the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this Section 16. The initiation of legal action shall be subject to Section 16.8, below.

The decision of whether it is appropriate or necessary for the Association to initiate enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Association's Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner shall have such rights of enforcement as may exist by virtue of the *California Civil Code* § 1354 or otherwise by law.

(b) Schedule of Fines. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment.

(c) **Definition of "Violation".** A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

(d) **Limitations of Disciplinary Rights.**

(i) **Loss of Rights: Forfeitures.** The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot due to the failure by the Owner (or his or her family members, Tenants, guests or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule except where the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising out of arbitration or a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association, or where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member of the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents so long as the Association's actions satisfy the due process requirements of subsection 16.6(e).

(ii) **Monetary Penalties.** Monetary penalties imposed by the Association for (a) failure of a Member to comply with the Governing Documents, (b) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area or Common Facilities allegedly caused by a Member, or (c) in bringing the Member and his or her Lot into compliance with the Governing Documents, may become a lien against the Member's Lot but such lien may not be enforceable by a sale of the Lot in nonjudicial foreclosure, provided that this limitation on the Association's lien rights shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in the Association's efforts to collect delinquent Assessments.

(e) **Hearings.** No penalty or temporary suspension of rights shall be imposed pursuant to this section unless the Owner alleged to be in violation is given at least fifteen (15) days prior notice of the proposed penalty or temporary suspension and is given an opportunity to be heard before the Board of Directors or appropriate committee established by the Board with respect to the alleged violation(s) at a hearing or Alternative Dispute Resolution proceeding pursuant to Section 16.8 conducted at least five (5) days before the effective date of the proposed disciplinary action.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes:

(i) An immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners;

(ii) A traffic or fire hazard;

(iii) A threat of material damage to, or destruction of, the Common Area or Common Facilities; or,

(iv) A violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations).

The Board of Directors or its duly authorized agents may undertake immediate corrective or disciplinary action and, upon request of the offending Owner, or on its own initiative, conduct a hearing following the corrective or disciplinary action.

If the accused Owner desires a hearing, a written request for hearing shall be delivered to the Association by the Owner no later than five (5) days following the date notice of the fine or other action to be taken by the Association is delivered to the Owner. The hearing shall be held no more than fifteen (15) days following the date of the disciplinary action or fifteen (15) days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

(f) **Notices.** Any notice required by this section shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents and a reference to the specific Governing Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice, provided that if notice is given by mail it shall be sent by first-class or certified mail sent to the last address of the Member shown on the records of the Association. Notice by mail shall be deemed delivered three (3) days after placed in the United States mail properly addressed and with adequate postage.

(g) **Rules Regarding Disciplinary Proceedings.** The Board, or a Committee appointed by the Board to conduct and administer disciplinary hearings and related proceedings pursuant to Section 16.7, below, shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules.

RHHA SCHEDULE OF FINES

Owners will be notified and provided due process when a Code Enforcement, ARC or Fire Abatement violation complaint is received at the RHHA Office, or when committee members or inspectors have identified such violations in accordance with the RHHA By-laws, CC&R's and Fire Mitigation Policy. Owner(s) involved in an alleged violation are given a period of due process in which to correct the situation, including a hearing before the board to contest the alleged violations. If it is determined by the Board that a violation(s) has occurred, fines may be imposed at the discretion of the Board of Directors, in accordance with the schedule of fines below. A non-refundable administrative fee of $100 per incident may also be assessed upon board determination of any Fire Abatement, ARC or Code Enforcement violation.

Depending on severity, additional fines may be assessed, after due process, for continued non-compliance at the discretion of the RHHA Board.

The following schedule of fines are applicable:

Violation	Minimum Fine or Penalty	CC&R
Nuisance	**$250**	**7.6 & 16.2**
Dog Off Leash	**$100**	**7.7**
Commercial Breeding of Animals	**$500**	**7.7a**
Commercial Business or Shop	**$500**	**7.8**
Accumulated Trash or Garbage	**$250**	**7.9**
Storage of Personal Property visible from street	**$250**	**7.11**
Parking in unapproved areas or on grass	**$100**	**7.16a**
Commercial Vehicles parked overnight	**$100**	**7.16b**
Inoperable Vehicles visible on property	**$100**	**7.16d**
Temporary Structures	**$100**	**7.17**
Floodlights or Lighting with excessive glare	**$100**	**7.21**
Illegal Dumping of personal trash in common areas	**$250**	**7.5**
Open Fires or Fireworks	**$1,000**	**7.6 (& Fire Mit. Policy)**
Unauthorized Use of HOA key	**$250**	**7.6**
Noise Complaints	**$150**	**7.6**
No Reflective Address Sign on Homes	**$35**	**7.6**

(Signs recommended, but not required on vacant lots)

Residence in non-permanent structure including RV's	**$1,000**	**7.17**
Short-term Rentals (less than 30 days)	**$1,500**	**7.8**
Failure to provide Tenant Information	**$100**	**7.8**
Cannabis – No commercial growing, cultivation or processing of cannabis is allowed in RHHA compliance with CA State Law.	**$1,000**	**7.6 & 7.11**

FIRE ABATEMENT/MITIGATION - includes defensible space clearing, brush removal, limbing up of trees and reducing canopy of trees, removal of dead/dying trees, home hardening and other mitigation risks on both vacant lots and developed properties per RHHA Hazard Mitigation Policy.

LOW Fire Risk: **$200 plus a $100 non-refundable administrative fee (total $300).**

MEDIUM Fire Risk: **$650 plus a $100 non-refundable administrative fee (total $750).**

HIGH Fire Risk: **$1,400 plus a $100 non-refundable administrative fee (total $1,500).**

The board may choose to impose additional fines for continued fire abatement non-compliance and/or to hire a vendor to abate dangerous fire risks on property if the owner does not bring their property into compliance after due process. All costs of work required to abate a property in non-compliance, plus any fines and administrative fees will be assessed if fire risk is abated by RHHA due to owner non-compliance. CC&R 7.10. The Board may also turn a property in on-going fire abatement non-compliance over to the County of Lake Code Enforcement Division for abatement action.

ARCHITECTURAL VIOLATIONS: **Section (4) Enforcement Of Rules:** In the event that it comes to the attention of the Board or the ARC, that an improvement or modification is proceeding or has been completed, without proper approval, the Board shall be entitled to exercise enforcement remedies as specified in Section 16 of the Declaration.

Failure to acquire ARC approval prior to commencement of work/exterior improvements (up to)	**$1000**	**ARC**
Failure to comply with any ARC rule	**$1,000**	**ARC**
Failure to commence or complete work	**$500**	**ARC**
Failure to provide portable lavatory during construction	**$150**	**ARC**
Tree Removal – no tree greater than 12" at base shall be removed without ARC approval. A tree that is purposely damaged to cause the tree to die is deemed the same as removing the tree.	**$1,000** (per tree)	**Sec (15)**

SCHEDULE OF FEES

ESCROW FEES

Transfer Fee:	$150.00
Demand/Statement Fee:	$100.00
Document Fee (hard copies):	$150.00
Failure to return HOA Key upon sale of property	$500.00

ARC FEES

Plan Check Fee: (Major Projects)	$250.00
Major Variance Request Fee:	$250.00
Major Construction Performance Deposit:	$5,000.00
Minor Construction Performance Deposit:	$2,000.00

CLUBHOUSE FEES

One Day Rental for Homeowners: (includes rental setup, heating/ air conditioning, tables & chairs)	$150.00
Deposit (Refundable) for Homeowners	$300.00

MISCELLANEOUS FEES

HOA key replacement:	$125.00
Lien filing fee	$140.00
Return check fee	$25.00

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents but shall not be required to purchase ALL of the documents listed on this form.

Property Address:

____

Owner of Property:

____

Owners Mailing Address (if known or different from property address):

____

Provider of the Section 4525 Items:

Print Name ______________________ Position or Title ______________________

Association or Agent ______________________ Date Form Completed ______________________

Check or Complete Applicable Column(s) Below:

DOCUMENT	CIVIL CODE SECTION INCLUDED	FEE FOR DOCUMENT	NOT AVAILABLE (N/A) NOT APPLICABLE (N/APP), OR DIRECTLY PROVIDED BY SELLER AND CONFIRMED IN WRITING BY SELLER AS A CURRENT DOCUMENT (DP)
Articles of incorporation or statment that not incorporated	Section 4525(a)(1)	$5.00	
CC&Rs	Section 4525(a)(1)	$35.00	
Bylaws	Section 4525(a)(1)	$35.00	
Operating Rules	Section 4525(a)(1)	$7.50	
Age Restrictions (if any)	Section 4525(a)(2)		
Rental Restrictions (if any)	Section 4525(a)(9)	$5.00	
Annual Budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	$5.00	

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATON
FIRE HAZARD MITIGATION POLICY 2025-2026

References: Sections 3.6(a,b), 6.9, 7.10, 7.11, 8.2, 16.6(c) and 16.6(e) of the RHHA CC&R's and State Public Resources Code Section 4291 and Lake County Hazardous Vegetation Abatement Ordinance

Riviera Heights Homeowners Association (RHHA) is a nationally recognized Firewise USA community and member of the Konocti Fire Safe Council. Top priorities of the RHHA Board of Directors are wildfire readiness, year-round defensible space compliance, and evacuation preparedness. Our goal is to reduce the loss of life, property and habitat in Riviera Heights in the event of a wildfire. Along with many areas of Lake County, Riviera Heights is classified as a "Very High Hazard Severity Zone" by Cal Fire. As such, for the protection of our homeowners, RHHA takes fire safety, mitigation and preparedness efforts seriously, and every owner is required to do their part to reduce fire danger on their property(s).

RHHA requires that all properties within the association boundaries be **maintained for fire safety year-round.** Accordingly, all property owners are required to complete the following fire abatement, home hardening, and defensible space work on their properties, including but not limited to:

A. Remove all branches within 10-feet of/or hanging over any roof, fence, house, chimney or stovepipe outlet or other structures.
B. Limb all trees up a minimum of 6-feet above ground slope.
C. Remove all leaves, pine needles or other vegetation on roofs, gutters, decks, porches, stairways, etc. and under trees and shrubs.
D. Remove all dead and dying trees, plants, shrubs, broken or downed branches.
E. Limb all large shrubs a minimum of 3-feet above ground slope.
F. Remove all highly flammable trees within 30-feet of structures.
G. Reduce size of tree canopy to allow a minimum of 10-foot separation between trees to prevent fire spread.
H. Remove or separate live flammable ground cover and shrubs. Cut shrubs into islands/sections for fire breaks.
I. Reduce or thin the number of saplings, trees or shrubs, especially in rows along fence/property lines, to break up continuity of vegetation and spread of fire (ladder fuels). Must create 3-foot SEPARATION.
J. Remove any plantings or flammable ground cover, including bark, within a 5-foot radius of home or other structure **(Zone Zero).** Or call RHHA office to learn more about **"Lean & Green"** option.
K. Remove all flammable items stored underneath decks, stairwells, porches, or other areas around home perimeter, especially within five-foot radius of home (Zone Zero).
L. Cut height of boundary planting alongside and near lot lines, except trees with single trunks, to a maximum of 8-feet.
M. Remove flammable vegetation, wood piles, lumber and items near stationary propane tanks within at least 10-feet, down to bare soil, and remove any flammable structures around tanks (i.e. wooden fencing/lattice).
N. Remove firewood (during burn ban) and lumber to at least 30-feet or as far as possible from structures, down to bare mineral soil, in all directions and cover with fire resistant tarp.
O. Cut annual grasses and weeds down to a maximum height of 4-inches year-round.
P. Repair or replace missing shingles, roof tiles, loose window screens and broken windows to prevent ember penetration.
Q. No parking of vehicles, boats, jet skis, RV's, etc. is allowed on or near vegetation, grasses, weeds or brush; park vehicles only in driveways or other RHHA ARC approved paved/graveled sites.
R. Install visible reflective address sign(s) on/near front of house, driveway, or vacant lot.

The RHHA BOD will hire a "Fire Risk Inspector" to conduct the annual inspection of all properties in Riviera Heights in April 2025 to assess properties for fire risks and hazards. Upon inspection completion, property owners will be provided a copy of their annual inspection form, identifying fire hazard risks that must be brought into fire abatement compliance by June 1, 2025. Properties will be rated as CLEAR (no violation), LOW, MEDIUM OR HIGH fire risk. If your property is brought into compliance by June 1, 2025, no fines will be assessed.

If after June 1, 2025, your property remains in non-compliance the RHHA Board will assess fines, penalties and administrative fees on your property until it is brought into fire abatement compliance. As part of due process, property owners will have the right to appear at a scheduled hearing before the RHHA Board to discuss and/or contest evidence of alleged violations. Fine assessments for fire abatement violations are a minimum of $250 for low risk, $650 for medium risk and $1,400 for high risk, plus a $100 non-refundable administrative fee per violation. If your property is cleared of violations by June 30, 2025, the RHHA Board may consider rescinding part or all of any fines assessed.

If your property remains in fire abatement non-compliance after June 30, 2025, the Board may not rescind your original fine assessment. Also, additional fines and administrative fees may be assessed for on-going violations or new violations identified following year-round property re-inspections. Consideration of additional fine assessments will be based on original inspection results, increased vegetation growth and any other fire hazard risks or violations that are identified upon subsequent property re-inspections. If after two re-inspections your property remains in non-compliance, a $50 fine per re-inspection requested/required thereafter may apply.

Once you have brought your property into fire abatement compliance, you are required to notify the RHHA office in writing using the enclosed RHHA Fire Risk Re-Inspection Request Form. You may return this notice to the RHHA office in person, by U.S. Mail, email or fax. Upon receipt, your property will be re-inspected by the RHHA Fire Representative or another authorized representative to ensure that your property has been brought into fire abatement compliance or advise you of any outstanding fire risk violations that you still need to resolve.

SPECIAL NOTE: THERE IS NO OUTDOOR BURNING IN RIVIERA HEIGHTS EXCEPT ON LOTS OF ONE (1.0) ACRE OR OVER in accordance with approved burn permit requirements from Kelseyville Fire Protection District and Lake County Air Quality Control, and only during designated Cal Fire Burn Season when wildfire risk has been reduced. A copy of burn permit must be provided to RHHA office prior to commencement of burn. Do not burn unless clearance and weather conditions are fire safe. There is no burning of trash, garbage or other items. **While propane fire pits are allowed in RHHA, no wood burning fire pits are allowed due to extreme fire danger. Also, no fireworks are allowed in Riviera Heights. Violations are subject to a minimum fine of $1,000 per violation.**

March 2025

RIVIERA HEIGHTS HOME OWNERS ASSOCIATION

ARCHITECTURAL RULES

3040 RIVIERA HEIGHTS DRIVE – KELSEYVILLE, CA – 95451
PHONE 707-279-2245 – FAX 707-279-2242

THESE RULES HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS ON (21/06/2008) AND BECOME EFFECTIVE ON (21/06/2008)

(SECTION I) INTRODUCTION:

Welcome to Riviera Heights (Heights). In order to assure the continued value, desirability and attractiveness of our community, the following Architectural Rules (Rules) contain most of the basic restrictions and rules that apply to the building or altering of any type of structure within in the Heights. These Rules are authorized by the Restated Declaration of Covenants, Conditions & Restrictions for Riviera Heights as approved on April 14, 2004 (Declaration) and any Amendments thereto, and are implemented by the review of the Architectural Review Committee (ARC) (As provided for in Section 5 of the Declaration). They are designed for the good of all residents and it is hoped that the Rules will assist you in planning your construction project here in the Heights. Please review the entire Declaration as the information contained herein is not a complete restatement of the Declaration.

(SECTION II) ARCHITECTURAL RULES & REGULATIONS DEFINED:

The ARC may, subject to the review, guidance and approval of the Board of Directors (Board), from time to time adopt, amend, and repeal rules and regulations to be known as the Rules. Said Rules shall interpret, clarify and implement the provisions of the Declaration by setting forth the standards and procedures for the review and approval of proposed improvements, alterations and guidelines for architectural design, placement of improvement, color schemes, exterior finishes and materials. The Rules shall not lessen the minimum standards required by the Declaration. In the event of any conflict between the Rules and the Declaration, the Declaration shall prevail. As an owner of a subdivided interest in the Heights, and by acceptance of the deed conveying title of your property, you thereby acknowledged being bound to the Declaration.

RIVIERA HEIGHTS

APPLICATION FOR APPROVAL OF STRUCTURAL PLANS AND SPECIFICATIONS

3040 RIVIERA HEIGHTS DRIVE – KELSEYVILLE, CA 95451
PHONE 707-279-2245 FAX 707-279-2242

DATE SUBMITTED: ____________________

TYPE OF WORK PROPOSED: [ ] NEW CONSTRUCTION [ ] REMODEL [ ] REPAINT/REROOF

[ ] FENCING/RETAINING WALLS [ ] TREE REMOVAL [ ] OTHER (DESCRIBE BELOW)

____

PROPERTY ADDRESS: ____

IF AVAILABLE - LOT #: ________ BLOCK #: ________ UNIT #: ________ AP#: ____________________

OWNER'S NAME: ____

MAILING ADDRESS: ________________________ CITY: ____________________ Zip: __________

HOME PHONE #: ________________ CELL PHONE #: ________________ FAX #: ________________

EMAIL ADDRESS: ______________________________

CONTRACTORS NAME: ______________________________ CA LICENSE #: ______________

BUSINESS PHONE #: ________________ CELL PHONE #: ________________ FAX #: ____________

ATTACH A COPY OF THE ARCHITECTURAL RULES CHECKLIST WITH A COPY OF ALL FEES & DOCUMENTS REQUESTED AND DETAILED THEREIN:

OWNER AND CONTRACTOR PLEASE NOTE: PLEASE REVIEW ALL THE ARC RULES DETAILED BELOW AND ACKNOWLEDGE YOUR UNDERSTANDING AND AGREEMENT TO ABIDE BY EACH OF THOSE RULES, BY INITIALING EACH STATEMENT. REFER TO THE SECTION AND PAGE FOR DETAILS OF EACH STSTEMENT. FAILURE TO ABIDE BY THESE RULES AND OTHER NOT STATED WILL RESULT IN PLACING ALL OR PART OF THE OWNER'S PERFORMANCE DEPOSIT AT RISK.

(1) MODIFICATION TO APPROVED PLANS (2.5.2 – PG 6) OWNER ________ CONTRACTOR ________

(2) PROJECT COMMENCEMENT TIME (7.1 – PG 7) OWNER ________ CONTRACTOR ________

(3) PROJECT COMPLETION TIME (7.2 – PG 8) OWNER ________ CONTRACTOR ________

(4) INSPECTION PRIOR TO WORK START (8.1 – PG 8) OWNER ________ CONTRACTOR ________

(5) FOUNDATION POUR INSPECTION (8.2 – PG 8) OWNER ________ CONTRACTOR ________

(6) COMPLETION INSPECTION (8.4 – PG 9) OWNER ________ CONTRACTOR ________

(7) HEIGHT REFERENCE POINT (10.1 – PG 12) OWNER ________ CONTRACTOR ________

(8) NOISE COMPLAINTS (22 – PG 15) OWNER ________ CONTRACTOR ________

AS OWNER AND AS THE CONTRACTOR, I ACKNOWLEDGE THAT I HAVE READ AND AGREE WITH ALL PROVISIONS SET FORTH IN THE ARC RULES, THE RHHA CC&R'S AND APPLICABLE STATE AND COUNTY CONTROLS, THAT GOVERN AND APPLY TO THE CONSTRUCTION PROJECT BEING UNDERTAKEN.

______________________________ DATED ____________________
OWNER

______________________________ DATED ____________________
CONTRACTOR

RIVIERA HEIGHTS HOME OWNERS ASSOCIATION

ARCHITECTURAL RULES CHECKLIST

PRIOR TO SUBMITTING YOUR PLANS AND SPECIFICATIONS, TO THE ARC FOR APPROVAL, THIS CHECKLIST MUST BE COMPLETED AND ATTACHED TO YOUR APPLICATION. ANY NO ANSWERS ON THIS LIST WILL MOST LIKELY RESULT IN A DELAY OF THE APPLICATION'S FINAL APPROVAL

DATE SUBMITTED: ____________________

PROPERTY ADDRESS: ____

OWNER'S NAME: ______________________ SIGNATURE ______________________

	SEC REF	OWNER	ARC
(1) SIGNED COMPLETED APPLICATION	2.1 & 2.3.1 PG 4 & PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(2) PLAN CHECK FEE ATTACHED	2.4.1 PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(3) PERFORMANCE DEPOSIT FEE ATTACHED	2.4.2 PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(4) THREE SETS OF PLANS & SPECIFICATIONS	2.3.2 PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(5) HEIGHT PROFILE DRAWING	2.3.3 PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(6) PLOT PLAN	2.3.2 PG 5	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(7) LOT SURVEY (ARC OPTION-SEE NOTES)	2.3.4 PG 5		YES [ ] NO [ ] NA [ ]
(8) OTHER DOCUMENTATION (ARC OPTION -SEE NOTES)	2.3.5 PG 5		YES [ ] NO [ ] NA [ ]
(9) EXTERIOR BASE & TRIM COLOR CHIPS	2.1 PG 10	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(10) ROOFING MATERIAL AND COLOR CHIP	(4) PG 10	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(11) MIN 6" CONTINUOUS PERIMETER FOUNDATION	(3) PG 10	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(12) POURED UNDERFLOOR SUPPORT PIERS	(3) PG 10	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(13) MIN 2 CAR GARAGE/CARPORT	(5) PG 11	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(14) MAX 6' FENCING SHOWN ON PLOT PLAN	(6) PG 11	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]

(15) MIN 1880 SQ FT LIVING SPACE	(7) PG 10	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(16) MIN 5/12 ROOF PITCH	(8.2) PG 11	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(17) MIN 18" OVERHANG - EVES	(8.3) PG 11	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(18) UP SLOPE/LEVEL LOT – 17' RESTRICTION	(10.1) PG 12	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(19) DOWN SLOPE LOT – 15' RESTRICTION	(10.3) PG 12	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(20) BUILDING SETBACK LINES ON PLOT PLAN	(11) PG 12	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(21) UTILITY SERVICE DROPS UNDERGROUNDED	(13) PG 13	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(22) TREES TO BE REMOVED SHOWN ON PLOT PLAN	(15) PG 13	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(23) FUEL TANK LOCATION SHOWN ON PLOT PLAN	(16) PG 14	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(24) RETAINING WALLS SHOWN ON PLOT PLAN	(17) PG 14	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]
(25) ALTERNATE ENERGY SYSTEMS SHOWN ON PLANS	18 PG 14	YES [ ] NO [ ] NA [ ]	YES [ ] NO [ ] NA [ ]

REMARKS/NOTES

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[ ] ARC RECOMMENDS UNCONDITIONAL APPROVAL

[ ] ARC RECOMMENDS CONDITIONAL APPROVAL PENDING CORRECTIONS

[ ] ARC RECOMMENDS NON-APPROVAL AND THE APPLICATION WILL BE RETURNED WITH WRITTEN EXPLANATION FOR THE NON-APPROVAL.

AGREED TO THIS DATE: ________________

ARC CHAIRPERSON: ______________________________

ARC MEMBER: ______________________________

ARC ALTERNATE: ______________________________

ARC BOARD REPRESENATIVE: ______________________________

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION

3040 Riviera Heights Drive, Kelseyville, CA 95451

To ensure RHHA members enjoyment and safety, the following rules and regulations have been established for RHHA common areas, including the swimming pool and marina facilities as well as the Wilderness Road hiking trails. These rules are subject to change should any new county, state or federal regulations or protocols be put into effect to ensure public safety for Covid or other health and safety issues that affect daily operations. Rules and regulations may also be changed upon the RHHA Boards decision to amend existing rules and regulations and/or adopt additional rules and regulations subject to provisions of the governing documents Section 3.7. Association Rules.

GENERAL RULES AND REGULATIONS FOR RHHA POOL, MARINA, WILDERNESS ROAD and all RHHA COMMON AREAS

- USE ANY AND ALL COMMON AREA FACILITIES AND AMENITIES AT YOUR OWN RISK.
- ALL COMMON AREAS ARE FOR DAY USE ONLY – NO OVERNIGHT USE, CAMPING, PARKING, STORAGE IS ALLOWED.
- The RHHA owner or tenant must always be present with their invited guests to use any/all RHHA Common Areas with their guest(s) and are responsible for their guest's behavior.
- A maximum of six guests is allowed access to RHHA Common Areas per household at one time, including the owner(s) and/or tenant(s)
- Children under 14 years old are required to always have adult supervision
- All owners, tenants or invited guests must sign a current RHHA liability release form once per year to be allowed use of any/all RHHA Common Areas. Owners assume full responsibility for the actions of their tenants or invited guests.
- Owners, tenants or invited guests who violate the rules and regulations of common areas, are unruly, use offensive language and/or jeopardize the safety and enjoyment of other members, invited guests, RHHA staff or RHHA Board members, may, upon appropriate due process, have their amenity use privileges temporarily suspended.
- If serious incidents occur that immediately endanger the safety of those using RHHA Common Area facilities the RHHA staff has authority to call the Lake County Sheriff's Department for assistance. The RHHA Board will be immediately notified by staff of these incidents and take follow-up action as necessary.
- PETS MUST BE KEPT ON LEASH AT ALL TIMES IN RHHA COMMON AREAS. Please pick up after your pets.

IN ADDITION TO THE ABOVE RULES AND REGULATIONS FOR RHHA COMMON AREA USE, THE FOLLOWING RULES AND REGULATIONS APPLY TO SPECIFIC COMMON AREA FACILITIES:

RHHA POOL & POOL AREA USE RULES & REGULATIONS

- NO LIFEGUARD ON DUTY – USE FACILITIES AT YOUR OWN RISK
- Current maximum pool capacity is 50 people
- An owner or tenant must have an authorized RHHA pool key to enter the pool area, and be a member in good standing (current on payment of HOA dues or assessments), to enter the pool or pool area
- Do not open the pool gate for unauthorized people
- The pool entrance gate is self-closing and not to be propped open at any time
- A maximum of six guests is allowed access to the pool or picnic areas per household at one time, including the owner(s) and/or tenant(s)
- Children under 14 years old are required to always have adult supervision
- No cut-offs, street clothes or shoes are allowed in pool – appropriate swimwear required
- Any persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water
- Any person, regardless of age, who is incontinent (not having bowel control) shall not be allowed to enter the pool water
- A wading pool is available – ask the pool monitor
- No swim diapers, diapers, or depends, regardless of age of wearer, are allowed in the pool
- The pool safety rope and buoys across the pool are not to be removed during pool hours
- No glass is allowed in the pool area
- No food is allowed in the pool. Only snacks to be consumed out of the pool.
- No diving, running or rough play at pool is allowed
- No hanging on the pool center rope or buoys is allowed
- Only small sized floating devices are allowed in pool
- No pets at pool (leashed pets are allowed in picnic and lawn areas – please pick up after your pets)
- No dedicated lap lanes or private/dedicated pool use hours are allowed
- Members who fail to observe the rules and regulations may be asked to leave
- Repeat offenders may have their membership privileges temporarily suspended
- The pool temperature is maintained at a level between 80 degrees to 82 degrees and is not to be changed by pool monitor at owner, tenant or guest request
- Use of barbeques are not allowed in the picnic area or on RHHA grounds, unless for use at an authorized RHHA sponsored special event
- Please obey all other pool safety regulations as posted
- Respect and obey pool monitors at all time
- Respect other owners, tenants and invited guests in the pool and at the pool area (i.e. keeping your music turned down, not using offensive language, and being courteous)
- Pool Monitors oversee daily pool area operations and enforcement of pool area rules and regulations. For serious or multiple infractions, pool monitors may ask individuals who are not in compliance with pool rules and regulations to get out of the pool and/or leave the pool and clubhouse area, as the situation warrants.

MARINA RULES & REGULATIONS

- Use RHHA marina facilities at your own risk. No lifeguards on duty.
- Marina is for DAY USE ONLY; no storage or overnight parking of vehicles, trailers or boats. Overnight camping is prohibited
- An owner or tenant must have an authorized RHHA pool/marina key to enter the marina, and be a member in good standing (current on payment of HOA dues or assessments)
- Unsupervised children under the age of 14 years old are not allowed
- Relock marina gate upon entering and exiting
- Remove your trailers/vehicles from ramp after launching
- No diving is allowed from pier, ramp or float/platform
- BBQs are for cooking only; no bonfires or trash burning of any kind is allowed
- Remove your trash from marina; do not put fish remains/bait in trash cans
- Always keep your dogs on leash and pick up after your pets
- No climbing over rocks on hillside

WILDERNESS ROAD AREA RULES & REGULATIONS

- Walking and hiking trails for members only, their tenants and invited guests
- No vehicles, including motorcycles, bicycles, electric bikes, etc. are allowed beyond gate entrance
- There are CAL FIRE Fuel Breaks located in this area that will be used in the event of emergency.
- No vehicle parking that blocks entry access to Wilderness Road is allowed
- Wilderness road area is for day use only
- No camping or use of area overnight
- No campfires, cooking fires or fires of any kind are allowed
- Always keep your dogs on leash and pick up after your pets
- Remove any trash that you bring in
- The entry gate is always to remain closed and locked, unless in use by CAL FIRE

To ensure the health and safety of all our RHHA members and invited guest(s), we ask that you remember to follow the above RHHA common area rules and regulations. If you have any questions or concerns regarding the above rules and regulations, please email the Riviera Heights office at rivieraheightshoa@gmail.com. We greatly appreciate your cooperation! Have fun & stay safe!

The RHHA Board of Directors

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION

3040 Riviera Heights Drive, Kelseyville, CA 95451

RELEASE OF LIABILITY

I have read and agree to comply with the 2025 RHHA COMMON AREA PROPERTIES RULES AND REGULATIONS, INCLUDING THE POOL/POOL AREA, MARINA AND WILDERNESS ROAD AREA.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the wilderness area, marina and pool or participation in pool activities ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the HOA Board and the pool employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the HOA Board and employees, agents, and representatives, whether risk occurs before, during, or after participation in any activities at or around the RHHA common areas.

______________________________________ ____________________

Property Owner's NAME Date

____

Property Owner's SIGNATURE

____

HOA Address

____

Email

____

Phone

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

3040 Riviera Heights Drive, Kelseyville, CA 95451 • 707-279-2245 • rivieraheightshoa@gmail.com

PROPERTY OWNERS' RENTAL INFORMATION FORM

The CC&Rs of the Riviera Heights Homeowners Association (the "Association") allow property owners to rent or lease their properties for a term not less than 30 days. Any rental or lease of a property owner's real property located within the Association is also subject to the provisions of the Association's Governing Documents and other rules. The Association's Governing Documents and other rules shall be deemed incorporated by reference into any lease or rental agreement for real property located within the Association. Each Owner/Lessor is also required to provide all Tenants/Lessees access to a current copy of the Governing Documents and other rules governing, for example, use of the Association's amenities and common areas. Each Owner/Lessor is responsible for ensuring full compliance by Tenants/Lessees with the Association's Governing Documents and other rules for the duration of the Tenants'/Lessees' occupancy and use of the rented real property.

Each property owner is required to timely notify the Association's Secretary of the names and contact information for any and all Tenants/Lessees and known occupants of the Owner's/Lessor's real property. Such information shall be provided prior to the Tenant's/Lessee's assuming occupancy of the property. Such information shall include the names of and contact information for all persons to whom an Owner/Lessor has delegated any rights to use and enjoy property and/or improvements located within the Association's grounds. Such information shall also include a statement of the relationship that each such person bears to the Owner/Lessor and the anticipated duration of the rental. When renting or leasing real property located within the Association to other persons, property owners are asked to please provide the information requested below, and to timely deliver the requested information to the Association's business office. If the space provided below is insufficient, property owners are asked to attach to this report additional pages as may be necessary and appropriate.

OWNER'S NAME: ______________________________

OWNER'S MAILING ADDRESS: ______________________________

OWNER'S CONTACT NUMBER(S)/EMAIL:

____

RENTAL PROPERTY ADDRESS: ______________________________

TENANT NAME(S): ______________________________

TENANTS' MAILING ADDRESS: ______________________________

TENANTS' CONTACT NUMBER(S)/EMAIL:

____

TENANTS' ANTICIPATED MOVE-IN DATE: ______________________________

TENANTS' ANTICIPATED MOVE-OUT DATE: ______________________________

TENANT SIGNATURE(S): ______________________________ DATE: ______________

OWNER SIGNATURE(S): ______________________________ DATE: ______________

APN# ______________ RECEVIED BY ASSOCIATION: ______________________ DATE: ______________

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION
CLUBHOUSE RENTAL AGREEMENT

EVENT DAY: ______________________________EVENT DATE: ____________________________

TYPE OF EVENT: ____________________________________ # OF ATTENDEES: ______________

EVENT START TIME: ______________________EVENT END TIME: __________________________

REQUESTED SET UP TIME: ____

HOMEOWNERS NAME: ____

RIVIERA HEIGHTS STREET ADDRESS: ____

MAILING ADDRESS: ____

TELEPHONE: ____________________________E-MAIL: __________________________________

RENTAL FEE: _____________ Rec'd: ___/___/___

DEPOSIT AMOUNT REQUIRED: _____________ Rec'd: ____/____/____ Returned: ___/___/___

- Clubhouse Rental Fee includes using the Clubhouse (including chairs, tables, kitchen, bathrooms, and deck), set-up and tear-down of tables and chairs as requested, heat, light, and power for day of event.

- Clubhouse rental hours are from 8 AM to 10 PM.

- The maximum room capacity is 129 people.

- A check for the rental fee in the amount of **$150 per day** and a separate deposit check in the amount of **$300** per day for cleaning/damage, as well as a signed copy of the terms of this agreement, are required to confirm your event booking of the Clubhouse.

- Upon booking request, RHHA will hold your desired event date on a tentative basis for a maximum of 14 days. If we do not receive your rental fee and deposit check within 14 days of your booking request, the clubhouse space will be released for availability to other homeowners. In the rare instance that another homeowner requests the same event day while the space is being held for you on a tentative basis, the RHHA office will contact you and give you the first opportunity to confirm the event space rental (with a signed contract and deposit) or release space.

- The cleaning deposit is refundable if there is no damage incurred to the site and clubhouse, all facilities are left in the same clean condition in which they were found, all lights and ac/heating units turned off, and keys are returned to the office. The deposit will be refunded to the owner within 30 days of the event date providing everything is left in suitable condition. The Clubhouse and gate keys must be returned to the RHHA office the next business day or dropped in the RHHA Office door slot.

- If the room is not left in the same clean condition in which it was found, the owner will be charged at a rate of $35.00 per hour, and the cost of cleaning supplies for any necessary cleanup, which will be deducted from the deposit amount. If the ac/heater units are not turned off, the owner will be charged $25 per day until the office staff is available to turn it off on the next business day. Costs for any additional cleaning, repairs, or damage to RHHA Club House or property will be billed separately to the homeowner.

- Within 14 days of your confirmed booking date, you must provide RHHA with proof of signed "Insurance Rider" providing RHHA increased liability insurance coverage and protection during your term of use of the Club House and facilities in the amount of $1,000,000.00, and agreeing to indemnify and hold harmless the Homeowners, Association it's directors, officers, members, employees, successors and assigns, etc., from any damages sustained because of claims demands, costs or judgments arising from the use of the clubhouse and related facilities. The waiver of claims and indemnification provisions relate to all persons who are on the premises during and related to the event and any accidents or incidents that result in claims against the Homeowners Association, its directors, etc. because of event behaviors and actions of attendees.

- The undersigned does hereby waive and release any rights or claims for personal injury or damages that might arise against the Homeowners Association and its directors, officers, members, or employees from the use of the Clubhouse and facilities. In the event any legal action is instituted against RHHA, its directors, officers, members, employees, etc. arising from the use of the clubhouse described herein, the undersigned in addition to damages, shall be held liable as per RHHA CC&R Section 4.4. Special Individual Assessments.

- The RHHA Clubhouse is only available for gatherings and events booked by an RHHA property owner (and their invited guests). The owner booking the event must attend the event for the entire duration. Homeowners are not allowed to rent out the RHHA facilities to non-members or other parties.

- The Clubhouse is not available for rental of events that are open to the public unless approved by the RHHA Board of Directors.

- The Board of Directors, its officers, and employees reserve the right to cancel any party at any time. If the police are called for any reason related to your event, the party will be canceled immediately, and the deposit forfeited. Additional fines may be assessed based on any nuisance or damage to common area property.

- Alcohol is allowed during your event, should you wish to provide this for your guests at no charge. No alcohol may be provided to minors. No alcohol is allowed to be sold at the Clubhouse or on RHHA grounds.

- **Clubhouse rental does not include <u>barbeque area</u> or <u>pool usage</u>. Meat Smokers/Barbecuing and use of the Clubhouse Fireplace is absolutely prohibited.**

- The Clubhouse is a non-smoking facility.

- **Please – to prevent damage, no tape, glitter, confetti, push pins, tacks, or nails are to be used on Clubhouse walls, beams, or ceiling**

- Please provide table and chair setup requirements at least two weeks prior to the event. If the clubhouse is not rented for another event within 24 hours of your scheduled event date, you may set up and decorate the day before at no additional charge. Please contact the RHHA office to check availability.

- Please contact the RHHA office and arrange to pick up the keys just prior to your event date. Office hours are Tuesday through Friday, 9 am to 4 pm.

- The owner is to provide their own tablecloths, dishware, and utensils as needed for the event. There are some basic kitchen utensils and trays provided at no charge.

- Upon event conclusion, it is the responsibility of the homeowner renting the Clubhouse to:

    - Leave the hall, kitchen, deck, and bathrooms in the same clean condition as they were provided at the onset of the rental. Floors should be swept and mopped. Sinks and toilets (flushed) should be wiped clean. For your convenience, cleaning supplies and garbage bags are under the kitchen sink.
    - Kitchen should be cleaned: stove, microwave, sink, counter tops, refrigerator, and dishwasher if used.
    - All tables used should be wiped clean, left in place, or stacked along the wall, if necessary for cleaning.
    - All decorations and signage are to be removed from the Clubhouse and its facilities.
    - Remove all trash from the Clubhouse Hall, kitchen, bathrooms, deck, and parking lot. Take the trash out to the dumpster (located at the south end of the parking lot).
    - All recycling should be placed in the blue bin at the Northwestern end of the parking lot near the entrance gate. If recycling is full and your event is on a Friday, Saturday, or Sunday, please place the recycling bin along the street at the end of the driveway (outside of the gate) for Monday pickup.
    - Turn off the heaters/AC and lights.
    - Turn off the stove and faucets.
    - Lock all doors.
    - Put Clubhouse keys in the office door mail slot or return them to the RHHA Office the next business day.
    - The gate at the end of the driveway must be closed and padlocked upon leaving the facility. A fine of $100 will be deducted from your deposit if left opened or unlocked.

The undersigned has read the above rules and regulations related to the use of the clubhouse and related facilities at the Riviera Heights Homeowners Association. The undersigned agrees that they will comply with all rules and regulations relating to the use of the clubhouse and will immediately report any problems with the facilities that are detected during the use of the clubhouse to the Association.

______________________________	______________________________
Homeowner Signature	Date signed
______________________________	______________________________
RHHA Office Representative	Date signed