

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 statute 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 statute.

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.

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

Fines may be imposed by the Board of Directors at their discretion upon receipt of a written complaint or when violations are identified by committee members or inspectors. Violations can include breaches of the RHHA bylaws, CC&Rs, Fire Mitigation policy, or other HOA rules. Owners will be notified of violations and provided with a specific timeframe to address the issue. Each violation carries a minimum predetermined fine, as outlined below. Depending on the severity and recurrence of non-compliance, additional fines may be applied. Additionally, a non-refundable administrative fee of at least \$100 per incident will be charged for any violation.

SCHEDULE OF FINES

Violation	Minimum Fine or Penalty	CC&R
Dog off leash	\$100.00	7.6
Nuisance	\$250.00	7.6
Commercial breeding of animals	\$250.00	7.7a
Commercial business or shop	\$500.00	7.8
Accumulated trash or garbage	\$250.00	7.9
Storage of personal property visible from street	\$250.00	7.11
Parking in unapproved areas	\$100.00	7.16a
Commercial vehicles parked overnight	\$100.00	7.16b
Inoperable vehicles visible on property	\$100.00	7.16d
Temporary structures	\$100.00	7.17
Floodlights or lighting with excessive glare	\$100.00	7.21
Fireworks or open fires w/out approved burn permit	\$1,000.00	Fire Mit. Policy & 7.6
Illegal dumping of personal trash in common areas	\$100.00	7.5
Unauthorized use of HOA key	\$250.00	7.6
Noise complaints	\$150.00	7.6
Short-term home rental (less than 30 days)	\$1,000	7.8
Reflective Address Sign not posted	\$50.00	Fire Mit. Policy & 7.6
Residence in non-permanent structure including RV's	\$1,000.00	7.17
Fire Abatement/Tree trimming removal*	Up to actual cost of work required.	
Lot clearing*	Up to actual cost of work required.	
*If abated due to owner non-compliance		
Cannabis – No commercial growing, cultivation or processing of cannabis is allowed in RHHA in compliance with CA State Law	\$1,000.00	7.6, 7.11

ARC

Failure to provide portable lavatory during construction	\$150.00.
Failure to comply with any ARC rule	\$1,000.00
Failure to acquire ARC approval	\$250.00
Tree removal >12" at base without ARC approval (A tree that is purposely damaged so as to cause the tree to die is deemed the same as removing the tree.)	\$1,000.00 per tree

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)	\$125.00
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: _____

Owner's 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 or Columns 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 statement 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 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 STATEMENT. 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

_____ DATED _____
ARC MEMBER

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

3040 Riviera Heights Drive

Kelseyville, CA 95451

(707) 279-2245

PROPERTY OWNERS' SHORT-TERM RENTAL INFORMATION FORM

The CC&R's 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 short-term 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 insuring 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 any short-term 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# _____

Received by Association: _____ DATE: _____

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION
3040 Riviera Heights Drive
Kelseyville, CA 95451
Office (707) 279-2245 Fax (707) 279-2242
Email rivieraheights@comcast.net Website www.rivieraheights.com

Dear RHHA Homeowners,

PLEASE HELP THE RHHA SAVE YOUR MONEY!!

As you may already be aware, there are multiple documents throughout the year that the RHHA Association mails to our homeowners, including annual disclosures, election information, notices and correspondence. The printing, postage and coordinating of these mailings is expensive. As such, in the past year, RHHA has been steadily building our email data base, with permission of our members, so that we can send these mailings out electronically, via email instead of through the post office, whenever possible, saving money for RHHA.

Many of these documents can now be delivered electronically to any RHHA member who has agreed to that method of delivery, per the Davis Stirling Act, which is the body of law regulating associations in California. The Davis-Stirling Act defines electronic delivery to mean "email, facsimile, or other electronic means." (Civ. Code § 4040(a)(2).) If a document is delivered by electronic means, delivery is complete at the time of transmission. (Civ. Code § 4050(c).)

Before an association can electronically distribute documents, notices and disclosures to its members, it must receive the recipient's written consent. (Civ. Code § 4040(a)(2).) The consent must comply with all the requirements of Corporations Code § 20, which includes a clear written statement to the recipient, stating:

Each owner has the right to receive documents from Riviera Heights per their following preferred method:

- (1) Only by mail, where documents are sent on paper in non-electronic form to the owner's address of record, or
- (2) Only by electronic distribution/email of documents to the owner of record, or
- (3) By both mailed paper document and electronic distribution/email.

Again, by selecting the option to receive RHHA documents, disclosures, mailings, etc. by email/electronic transmission, you will help save Riviera Heights money as well as save trees! Remember, we need your written permission to be able to electronically distribute documents, notices and disclosures to you, so PLEASE choose one of the following options for how you would like to receive future communication from RHHA:

I request that all RHHA communications be sent to me electronically using the following email address:

I request all communication continue to arrive in paper copies through the mail only.

I request that all communication be delivered in paper copies through the mail as well as electronically to the email address: _____

By signing this letter and returning it to the RHHA office or by responding electronically to rivieraheights@comcast.net, you consent to receive electronic communications if indicated as a preferred method above.

If you have any questions, please don't hesitate to call the RHHA office at (707) 279-2245 or send an email to rivieraheightshoa@gmail.com.

Sincerely,

Riviera Heights Board of Directors

I GIVE MY CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM RHHA until such time as I sell my property or notify RHHA in writing that I no longer wish to receive electronic communications:

Owner Name

Property Address

Date