

WELCOME

TO THE

Riviera Heights Homeowners Association

3040 Riviera Heights Drive
Kelseyville, CA 95451

707-279-2245

rivieraheightshoa@gmail.com

www.rivieraheights.com

Hello New RHHA Property Owner!!

Welcome to our neighborhood and congratulations on the purchase of your new property!

On behalf of the Riviera Heights Homeowners Association (RHHA) Board of Directors and staff, we would like to welcome you to our community. Over the coming months we look forward to meeting you, whether it be at the Clubhouse, marina, pool, or a community activity.

The operation of your homeowners' association is governed by a board of volunteer directors. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board is also responsible for maintaining members' compliance with the established CC&Rs, bylaws and policies of the Association. These documents have specific provisions regarding what can and cannot be done on your property. Please take the time to read through the Bylaws, CC&R's, Fire Hazard Mitigation policy and all other documents posted on our website at: www.rivieraheights.com.

Please visit our office located at 3040 Riviera Heights Drive Kelseyville, CA 95451 (office is located at the far end of the driveway) to check out the beautiful lake views, pool and clubhouse that RHHA offers for our members enjoyment. The RHHA Clubhouse is available for our members to rent for private events such as weddings, anniversary parties, birthdays, baby showers, etc. Also, the RHHA Special Events Committee puts on a variety of programs, parties and social gatherings throughout the year that give you an opportunity to engage with other members and meet new friends. For those of you who would like to enjoy the pool and marina, please contact the office if you did not receive a pool/marina key from the previous owner during your escrow closing. Please inquire with our office so that you can have access to RHHA amenities. Our office hours are Tuesday-Friday 10am-4pm.

HOME IMPROVMENTS AND ARCHITECTURAL REVIEW

As a new homeowner, you may already have some ideas on how you would like to improve your property and are anxious to get started. Please keep in mind, the Association has an Architectural Review Committee (ARC) to help maintain the quality of our neighborhood. Its function is to evaluate plans for all exterior improvements, including remodeling and new construction (such as painting of home exterior, decks, fences, sheds, trees and bushes, replacement of roofs, windows, etc.) to ensure compliance with all CC&Rs and Bylaws. The purpose of this review is to protect our scenic environment and maintain the value of our homes. Before any work begins, you must first submit an ARC application and receive ARC approval, prior to making any exterior improvements or changes to your property. You can pick up an ARC application in the Riviera Heights office. The ARC rules and guidelines are accessible on our website under the Homeowners Association tab – ARC Guidelines. Naturally, all projects must also conform with Lake County laws and building codes, and County permits may be required depending on the type of project you desire to undertake. Homeowners are responsible for obtaining all necessary permits. For projects such as painting the exterior of your house,

putting in solar panels, replacing a roof, etc. there are generally no fees or deposits required and the RHHA ARC is able to process your application in a timely manner. For more information, please contact the RHHA office or check online for ARC applications and regulations prior to the commencement of any exterior improvements.

IMPORTANT NEWS ON WILDFIRE SAFETY

If you are moving here from outside of the area, you may not be familiar with wildfire safety, which is critical in our neighborhood. Riviera Heights is highly active in promoting wildfire safety, defensible space and evacuation preparedness. RHHA has been a nationally recognized Firewise USA Community since 2016. As a Firewise USA community, our members may be eligible for discounts on fire hazard insurance for your home. Please contact your insurance company for more information on discounts that might be available to you. As part of our year-round Firewise Program, we inspect all properties for fire hazards and provide each homeowner with an inspection report, along with any necessary action items such as limbing up trees, removal of branches overhanging roofs or removing flammable materials under decks, etc. To help our owners with fire abatement, RHHA sponsors free Annual Spring & Fall Chipper Day events. Also, please visit Lakesheriff.com to sign up for emergency alerts and be aware that Genysas **Evacuation Zone number for Riviera Heights is KEL-E117**. Please contact our office for more information on wildfire preparedness, RHHA Firewise programs and Chipper Day events.

LIVING IN A WILDLAND-URBAN INTERFACE

Riviera Heights is in a Wildland Urban Interface area (WUI), and we share our neighborhood with deer, turkeys, foxes, raccoons, squirrels, bobcats, coyotes, and even an occasional mountain lion or bear. Please take extra care when driving, and do not allow your pets to roam freely, especially from dusk to dawn. Your neighbors also enjoy the relaxation and exercise of walking throughout our community, and many walk their pets along the roads. Please remember to drive safely, slowly and be mindful of the 25-mph speed limit in Riviera Heights.

SHORT-TERM RENTALS

Please be advised that short-term rentals (rentals of 30 days or less) are prohibited within the Riviera Heights Homeowners Association. Per section 7.1 of the RHHA CC&Rs, our community is restricted to single-family residential use. For long-term rentals or leasing of your property, it is your responsibility to provide the residents with the rules and regulations and your responsibility to ensure that they abide by the CC&Rs and Bylaws. Enclosed is the fee schedule, so that you and your tenants are familiar. Please provide our office with the tenant information (form enclosed) prior to their move-in date.

Lastly, please contact the office to sign up to receive email communications so that you know what events and projects are going on in RHHA. Please fill out and return the enclosed e-mail consent form that allows RHHA

to email important documents, correspondence and notices to you. This helps our Association save money and reduce the cost of expensive postal mailings.

Again, we would like to welcome you to the Riviera Heights Homeowners' Association! We look forward to you falling in love with this neighborhood as much as we have. We know you will find our neighborhood is a great place to live.

Sincerely,

Riviera Heights Homeowners' Association, Board of Directors

Kathy Andre- President

Susan McGurgan- Vice President

Anthony Bisaccio- 2nd Vice President

Vicky Lauritzen- Treasurer

Chris Welch- Secretary

LOCAL CONTACTS

RIVIERA HEIGHTS HOA OFFICE	707-279-2245
EMERGENCY SERVICES	911
NON-EMERGENCY SERVICES:	
LAKE COUNTY SHERIFF (Kelseyville)	707-263-2690
LAKEPORT POLICE DEPARTMENT	707-263-5491
HIGHWAY PATROL	707-279-0103
KONOCTI FIRE PROTECTION DISTRICT (Fire Department)	707-279-4268
LAKE COUNTY SHERIFF	707-262-4200
LAKEPORT ANIMAL CONTROL	707-263-0278
POISON CONTROL	800-222-1222
SUTTER HOSPITAL	707-262-5000
ADVENTIST HEALTH HOSPITAL	707-994-6486
PG&E (UTILITIES)	877-660-6789
LAKE CO. SPECIAL DISTRICTS 20 (Water & Hookups)	707-263-3836
WASTE MGMT. SOLUTIONS (Garbage)	707-264-6400
PROPANE:	
Value Propane	707-279-8192
Ferrell Gas	707-263-0333
Suburban Propane	707-263-5428
AmeriGas	707-263-5438

RIVIERA HEIGHTS HOMEOWNERS' ASSOCIATION

3040 Riviera Heights Drive, Kelseyville, CA 95451 • 707-279-2245 • rivieraheightshoa@gmail.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 database, 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 rivieraheightshoa@gmail.com or info.rhha@gmail.com, you consent to receive electronic communications if indicated as a preferred method above.

X _____
Owner Signature

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

RIVIERA HEIGHTS HOMEOWNERS ASSOCIATION

3040 Riviera Heights Drive, Kelseyville, CA 95451

HOMEOWNER ASSOCIATION KEY ACCEPTANCE

On this date, I acknowledge that I have been issued a key which will allow access to the Riviera Heights MARINA and POOL AREA. Please initial each item below;

_____ This key is to be used only by me, the property owner, or the resident of my specific property within Riviera Heights HOA. It is not to be duplicated or loaned to anyone. Any of these actions will result in a fine of \$250.00 for unauthorized use of my key.

_____ In the event I lose my key, I will be charged \$125.00 to replace the key.

_____ Upon the sale of my property, I must return the key to the HOA office prior to closing escrow otherwise a fee of \$500.00 will be charged and collected through escrow and payable to Riviera Heights.

_____ I understand that only one key will be issued per property owner unless my additional properties are rentals. Owners of multiple lots or an improved lot with additional unimproved lot(s) will only receive one key.

_____ I understand that I must have and use my key to enter into the pool area and marina, every visit.

_____ I understand violations, misuse, or unauthorized use of the Riviera Heights amenities may result in my privileges being suspended, possibly leading to revocation permanently.

_____ I have read the Pool & Pool Area Rules and agree to sign RHHA's annual liability waiver.

MARINA USE: Upon entering and exiting through the marina gate, I will ensure that the gate has been re-locked. The BBQ pits are for cooking only. No fires or trash burning is allowed. Any remains from cleaning fish or left over bait are not to be left in the trash cans. All trash should and will be removed from the marina upon exiting the site. For safety reasons, **NO Diving** from stationary pier is allowed. **NO Overnighting Camping or Storage of any kind is allowed. NO overnight boat parking is allowed.** I understand that I am responsible for my guests and any damages that occur by myself or my guests.

****PLEASE SIGN ON NEXT PAGE****

I, _____, upon signing these rules, agree to abide and follow every precaution, along with straying away from violating any of the pool or marina restrictions or rules.

I AM RECEIPT OF KEY #: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS: _____

APN: _____

FULL NAME: _____

SIGNATURE: _____

DATE: _____

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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# _____ RECEIVED BY ASSOCIATION: _____ DATE: _____

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

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:

<u>Violation</u>	<u>Minimum Fine or Penalty</u>	<u>CC&R</u>
Nuisance	\$250	7.6 & 16.2
Dog Off Leash	\$100	7.7
Commercial Breeding of Animals	\$250	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	\$35	7.6
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)