

Annual Budget Report (Required Civil Code Sec. 4525)
REFUGIO HEIGHTS HOA

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Refugio Heights Homeowners Association

November 1, 2020

Dear Association Member:

The Board of Directors has spent a great deal of time with representatives of Peachtree Community Association Services going over the budgetary requirements for 2021 and finding a balance between the actual expenses and expected increases for 2021.

In recognizing its fiduciary responsibility to the Association, the Board determined that an increase in the monthly dues was not essential at this time. **Effective January 1, 2021, the monthly dues will remain at \$85.00.**

The Board would like to remind everyone that the Association offers online payments for your Association dues. Simply visit the Association's website at www.peachtreecas.com for online payment information.

Should you have any questions regarding the 2021 Budget, please feel free to contact Teri Harris, via email at teri@peachtreecas.com or 510-487-3383.

Sincerely,

On Behalf of,

THE REFUGIO HEIGHTS BOARD OF DIRECTORS

PROFESSIONAL MANAGEMENT PROVIDED BY



4670 Willow Rd., Suite 150 • Pleasanton, CA 94588 • (510) 487-3383

www.peachtreecas.com

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

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**Refugio Heights Homeowners Association
2021 Pro Forma Budget (Effective 1/1/21)
Approved by the Board of Directors
10/7/2020**

2021 Monthly Assessment \$ 85.00

290 Homes

**2021
Annual**

Operating Expenses:

GAS & ELECTRIC	\$ 500.00
WATER & SEWER	\$ 30,000.00
STATE & FEDERAL TAXES	\$ 5,500.00
INSURANCE	\$ 4,600.00
POSTAGE	\$ 2,500.00
COPIES & PRINTING	\$ 3,500.00
OFFICE	\$ 3,500.00
STORAGE	\$ 1,000.00
ADMINISTRATIVE INCIDENTALS	\$ 2,000.00
ELECTION SERVICE	\$ 2,000.00
CARSON LANDSLIDE	\$ 22,600.00
CARSON ST HOMES-ASSN OWNED	\$ 5,100.00
MANAGEMENT	\$ 35,844.00
CPA/TAX RETURNS	\$ 1,945.00
RESERVE STUDY	\$ 1,500.00
LEGAL	\$ 9,000.00
PEST CONTROL	\$ 6,000.00
SPECIAL PROJECTS	\$ 4,000.00
LANDSCAPE	\$ 43,200.00
MISC. LANDSCAPE	\$ 10,000.00
IRRIGATION	\$ 5,000.00
WEED ABATEMENT	\$ 50,000.00
VIOLATION EXPENSE	\$ 2,500.00
ANNUAL DISCLOSURE	\$ 2,000.00
Total Operating Expenses	\$ 253,789.00
Reserves Funding	42,012.00
Total Assessment Income	295,801.00

Refugio Heights Homeowners Association
Assessment and Reserve Funding Disclosure Summary
(Prepared Pursuant to Civil Code §5570)
For the Fiscal Year January through December, 2021

1) *The 2021 regular monthly assessment per ownership is* **\$85.00**

2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members: **N/A**

<i>Date assessment will be due</i>	<i>Amount per unit per month</i>	<i>Purpose of the assessment</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

3) Based upon the most recent reserve study and other information available to the Board of Directors, will currently projected reserve account balances be sufficient at the end of each year to meet the Association's obligation for repair and/or replacement of major components during the next 30 years? **YES**

4) If the answer is "No", what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next thirty years that have not yet been approved by the Board or the members?

<i>Amount per unit per month:</i>	<i>Approximate date assessment will be due:</i>
_____	_____
_____	_____
_____	_____

5) All major components are included in the reserve study and are included in its calculations.

6) Based on the method of calculation in paragraph (4) of subdivision (b) of § 5570, the estimated amount required in the reserve fund at the end of the current fiscal is, **\$90,399.00**
based in whole or in part on the last reserve study or update. The projected reserve fund cash balance at the end of the current fiscal year is **\$94,220.00**, resulting in reserves being **104.00%**
percent funded at this date.

7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is:
(found on the "Projections" page of the attached reserve study summary)

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

b) For the purposes of preparing a summary pursuant to this section:

- 1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- 2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- 3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- 4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

A full reserve study plan is available upon request.

**Refugio Heights Homeowners Association
Component Funding Model Projection**

Beginning Balance: \$617,929

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Funded Reserves	Percent Funded
2019	718,577	91,249	2,597	371,694	340,081	346,105	98%
2020	740,135	57,070	592	303,523	94,220	90,399	104%
2021	762,339	57,163	1,099		152,483	141,337	107%
2022	785,209	56,754	1,609		210,846	195,250	107%
2023	808,765	56,942	2,123		269,911	252,270	106%
2024	833,028	59,265	2,539	12,977	318,738	299,157	106%
2025	858,019	59,300	3,082		381,120	362,411	105%
2026	883,759	59,240	3,630		443,990	429,190	103%
2027	910,272	58,460	4,178		506,629	499,651	101%
2028	937,580	68,063	3,392	157,317	420,767	411,769	102%
2029	965,708	69,286	3,894	15,044	478,903	469,704	101%
2030	994,679	70,112	4,540		553,555	546,719	101%
2031	1,024,519	71,417	5,202		630,174	627,933	100%
2032	1,055,255	77,954	5,117	89,874	623,371	620,873	100%
2033	1,086,913	78,632	5,850		707,854	708,258	99%
2034	1,119,520	83,461	6,462	17,440	780,337	782,347	99%
2035	1,153,106	88,506	7,276		876,119	878,764	99%
2036	1,187,699	88,810	6,368	199,285	772,013	774,813	99%
2037	1,223,330	93,468	7,226		872,707	875,446	99%
2038	1,260,030	103,403	8,158		984,268	981,420	100%
2039	1,297,830	97,399	3,379	652,357	432,689	420,431	102%
2040	1,336,765	97,576	4,265		534,530	517,609	103%
2041	1,376,868	98,502	5,164		638,196	620,239	102%
2042	1,418,174	99,557	6,080		743,833	728,560	102%
2043	1,460,720	100,905	7,014		851,752	842,823	101%
2044	1,504,541	111,313	5,229	316,715	651,580	636,776	102%
2045	1,549,677	111,409	6,254		769,242	753,913	102%
2046	1,596,168	113,706	7,298		890,246	877,505	101%
2047	1,644,053	116,931	8,377		1,015,554	1,007,834	100%
2048	1,693,374	121,606	9,500		1,146,660	1,145,193	100%



Trans Bay Insurance Agency

P.O. Box 604
2161 San Pablo Ave.
Pinole, California 94564
Phone: (510) 724-1200
Fax: (510) 724-8041

**INSURANCE DISCLOSURE FORM PURSUANT TO CIVIL CODE SECTION 1365.9
REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION
October 29, 2020**

A. COMMERCIAL GENERAL LIABILITY:

Lloyds of London – Policy # LBW626646R2
Policy Term: December 31, 2019 to December 31, 2020
Limits of Liability: \$1,000,000 per occurrence/\$2,000,000 Deductible \$500
Annual Premium: \$1,800.32

This covers the Association for bodily injury and property damage in the common areas of the entire complex. NOTE: THIS LIABILITY DOES NOT EXTEND TO THE INTERIORS OF THE UNITS WHETHER OWNER OR TENANT OCCUPIED. Property Management Company named as additional insured.

B. COMMERCIAL EXCESS LIABILITY POLICY:

Startsone National Insurance Co. – Policy # 85641E197ALI
Policy Term: 12/31/2019 to 12/31/2020
Limits of Liability: \$2,000,000 per occurrence/\$2,000,000 aggregate
Annual Premium: \$1,564.00

C. EMPLOYEE DISHONESTY – Coverage not provided through this agency.

D. PROPERTY INSURANCE - Coverage not provided through this agency.

E. EARTHQUAKE INSURANCE - Coverage not provided through this agency.

F. DIRECTORS AND OFFICERS COVERAGE:

Continental Casualty Insurance Company – Policy # 0250956430
Policy Term: 10/5/2020 to 10/5/2021
Limits of Liability: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE Deductible: \$500
Property Management Company named as Additional Insured.

Annual Premium: \$2,511

G. WORKERS COMPENSATION – Coverage not provided through this agency.

Refugio Heights Homeowners Association
Component Funding Model Assessment & Category Summary

Description	Replacement Year	Useful Life	Adjustment	Remaining Life	Current Cost	Assigned Reserves	Fully Funded
Concrete							
Concrete - V Ditch, Repairs	2019	5	0	0	<u>9,019</u>	<u>9,019</u>	<u>9,019</u>
Concrete - Total					<u>\$9,019</u>	<u>\$9,019</u>	<u>\$9,019</u>
Painting, Exterior							
Paint - Ext, Metal, Stucco	2020	8	2	1	85,278	59,688	76,750
Stucco - Walls, Repairs, 5%	2020	8	2	1	<u>35,292</u>	<u>0</u>	<u>31,763</u>
Painting, Exterior - Total					<u>\$120,570</u>	<u>\$59,688</u>	<u>\$108,513</u>
Fencing							
Fencing - Metal, Perimeter, Replace	2020	30	0	1	<u>165,112</u>	<u>159,609</u>	<u>159,609</u>
Fencing - Total					<u>\$165,112</u>	<u>\$159,609</u>	<u>\$159,609</u>
Mailboxes							
Mailboxes - Replace	2032	20	0	13	<u>52,200</u>	0	<u>18,270</u>
Mailboxes - Total					<u>\$52,200</u>		<u>\$18,270</u>
Irrigation							
Irrigation - Backflow Preventers, Replace	2019	25	5	0	10,500	10,500	10,500
Irrigation - Valves, Replace, 25%	2019	5	1	0	2,175	2,175	2,175
Irrigation - Controllers, Replace	2020	12	3	1	<u>9,000</u>	<u>8,400</u>	<u>8,400</u>
Irrigation - Total					<u>\$21,675</u>	<u>\$21,075</u>	<u>\$21,075</u>
Erosion Control							
Erosion Control - Replace	2019	20	10	0	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>
Erosion Control - Total					<u>\$350,000</u>	<u>\$350,000</u>	<u>\$350,000</u>
Total Asset Summary					<u>\$718,577</u>	<u>\$599,391</u>	<u>\$666,486</u>
Contingency at 3.00%						<u>\$18,538</u>	<u>\$20,613</u>
Summary Total						<u>\$617,929</u>	<u>\$687,099</u>

Percent Fully Funded 90%
Current Average Liability per Unit (Total Units: 290) -\$239

This summary of the association's policies of insurance provides only certain information, as required by subdivision (f) of Section 1365 of the Civil code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Civil Code §4528. Document Disclosure Summary Form.

**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.

*Documents can be purchased at a discount if purchased as a bundle.		
Document	Civil Code Section Included	Fee for Document
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	\$25.00
CC&Rs	Section 4525(a)(1)	\$45.00
Bylaws	Section 4525(a)(1)	\$35.00
Operating Rules	Section 4525(a)(1)	\$10.00
Age restrictions, if any	Section 4525(a)(2)	N/A
Rental restrictions, if any	Section 4525(a)(9)	See CC&R's
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	\$40.00
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	Incl. w/ annual budget
Financial statement review	Sections 5305 and 4525(a)(3)	\$30.00
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	Incl. w/ annual budget
Insurance summary	Sections 5300 and 4525(a)(3)	\$25.00
Required statement of fees; regular assessment, special assessment, & other unpaid obligations of seller	Section 4525(a)(4)	\$175.00
Notice(s) of violation	Sections 5855 and 4525(a)(5)	Incl. w/ statement of fees
Approved changes to assessments	Sections 5300 and 4525(a)(4), (8)	N/A
Preliminary list of defects	Sections 4525(a)(6), 6000, and 6100	N/A

Minutes of regular board meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$40.00
Current Unaudited Financial Documents	Non Required	\$15.00
Owner's Account Statement	Non Required	\$50.00
Lender Questionnaire (FOR MORTGAGE)	Non Required	\$150.00

* The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.

To obtain any of the above documents please contact Home Wise Docs at www.homewisedocs.com or (866) 925-5004.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

DELINQUENCY CONTROL POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 5650 the following are the Association's assessment practices and policies:

Regular assessments are due, in advance, on the first (1st) day of each month and delinquent if not received, in full, by the Association within fifteen (15) days after the due date thereof. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A courtesy statement is sent each month to the billing address on record with the Association. The owner is responsible to notify the association through their financial management company's office as to any change of mailing address or ownership. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received. If the assessment(s) remain unpaid, a late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, will be assessed after 15 days.

All balances are subject to interest of 10% per annum on all sums which remain unpaid 30 days after they become due.

Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial notice of delinquency in the form of a letter, statement, past due notice or any other form of writing from the association or its designated agent. A fee will be assessed for the preparation and mailing of such delinquency letters and statements. The first delinquency notice sent after the late charge is assessed will cause a \$25.00 charge to be added to the members' account. The second notice, which is a 10 day notice of pay or be sent to collection, will cause a \$50.00 charge to the members' account. These reminders are options of the board and may or may not be sent to the delinquent owner based on the decision of the board.

If an assessment remains unpaid for 45 days after it is due, the account will be sent to the company chosen by the board of directors to handle the collection process. Various fees will accrue to the delinquent owner once the account is transferred. Examples of those fees are:

1) A referral fee of	\$175.00
2) Pay or lien certified letter and costs	\$520.00
3) Notice of Lien Assessment including costs	\$650.00
4) Notice of offer of payment plan	\$295.00
5) Notice of intent to Foreclose	\$295.00
6) Preparation for Notice of Default	\$650.00

There are other costs related to payment plans and escrow demands. These costs can be avoided if at any time before the 10 days' notice deadline expires you pay your account in full. These collection fees are based on 2013 rates for one collection company. The actual rates for the company engaged by your association may be different.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

Delinquency Control Policy (continued)

If the assessment or special assessment is payable in installments and any installment is delinquent for more than 60 days, the Board retains the right to accelerate the entire unpaid balance of the annual or special assessment and the entire unpaid balance may become immediately due and payable.

If all such amounts have not been received within thirty (30) days after the date of the pre-lien letter, a Lien will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent account.

If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion and within the limitations of current law, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of twenty-five (\$25.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.

All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).

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

"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)

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

Delinquency Control Policy (continued)

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. (Section 5685 of the Civil Code)

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)

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

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)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

FINING POLICY AND PROCEDURE

Duly approved and adopted by the Board of Directors on 11/18/2019

Purpose:

- The purpose of this document is to define the process taken if a violation has occurred and the sanctions that follow.

Definitions:

- **Small Infractions:** These violations are minor in nature and cause minor harm to the aesthetics of the Community. Such violations include, but are not limited to: inadequate yard maintenance, trash and recycle bins visible from the street, basketball hoops not stored in backyard when not in use, and boat/trailer/RV and/or inoperable vehicle stored on driveway, side yard or street.
 - Single Violation: No Fine
 - On-going Violation: \$50
 - Repeat Violation: \$25
- **Intermediate Infractions:** These violations create some risk to the health or safety of residents or have significant impact on the aesthetics of the community or the quality of life of the residents. Such violations include but are not limited to: front yard nuisance (weeds, dry grass, overgrown and unsightly trees), unsightly refuse (broken furniture, empty containers, etc.)
 - Single Violation: \$50
 - On-going Violation: \$100
 - Repeat Violation: \$75
- **Major Infractions:** These violations create a serious risk to the health or safety of residents or have a substantial impact on the aesthetics of the community. Such violations include but are not limited to: unauthorized architectural and structural modifications, retaining walls failing, repair/replacement of failing fences, etc.
****This infraction may require an Architectural Approval Form. This form must be completed and submitted within 30-days of your violation letter.****
 - Single Violation: \$100
 - On-going Violation: \$200 or more
 - Repeat Violation: \$150 or more

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

Fining Policy and Procedure (continued)

- **Single Violation:** Any violation and/or non-compliance which occurred in the past but has ceased or been corrected, or any violation or non-compliance which is corrected within the time limit established by the Board as a result of a hearing.
- **On-Going Violation:** Any category violation and/or non-compliance which exists at the time of the initial inspection and has not been corrected within the requested time frame.
- **Repeat Violation:** Any category violation which occurs two or more times within a 12-month period.

Violation Procedure:

When homeowners are in violation of the governing documents of the Association, the Association will execute the above violation procedure and fine policy by direction of the Board of Directors:

- Any individual claiming a violation of the Governing Documents must submit the alleged violation to the Board of Directors or General Manager in writing with documented pictures.
- If the Board determines action is required, the Board may send the owner a courtesy notice or call the homeowner to a disciplinary hearing.
- When the hearing is held, the homeowner may be heard, orally or in writing, and may present evidence to the Board concerning the violation. The Board of Directors will make a decision regarding sanctions. This policy also applies to homeowners who do not appear at the requested hearing.
- As a result of the hearing, if the Board of Directors deems that a fine is necessary, it must then determine the category of the violation and whether it is a Repeated or a Continuing Violation. A written notice of the decision will be mailed to the homeowner in violation within 7 days of the hearing. If the Board determines to impose a fine, the fine will then be assessed against the account of the homeowner.
- At the Disciplinary Hearing, the Board is authorized to impose any or all of the following:
 1. Fines in accordance with the Violation Category Fine Schedule as shown below.
 2. Correction of the violation or non-compliance by the Association will be charged back to the homeowner as a reimbursement assessment.
 3. Expenses for legal action, if required, will be charged back to the homeowner as a reimbursement assessment.

It is the responsibility of the homeowner being fined to notify the Association in writing that the violation has been corrected. Fines will cease as of the date of receipt of notice contingent upon visual inspection for compliance by the Association's representative.

Board's Authority to Determine Violation Category:

Except for the violations specifically identified above, the Board shall have the sole and exclusive authority to determine the category of a particular violation or instance of non-compliance with the governing documents. The Board's decision shall be binding on the homeowner and shall not be subject to reconsideration by the Board.

*Fines for Continuing Violations shall be imposed upon future inspections, without further hearing by the Board and at the Board's discretion.

ARCHITECTURAL GUIDELINES

Section 10.01 of the CC&Rs – Approval of Plans

"No improvement shall be constructed, installed, expanded, made, planted, commenced, erected or maintained upon the Covered Property except in compliance with plans and specifications therefor which have been submitted to and approved by the Architectural Committee."

The following form must be submitted:

REFUGIO HEIGHTS HOA BOARD OF DIRECTORS

C/O PEACHTREE C.A.S., INC., 4670 WILLOW RD. #150, PLEASANTON, CA 94588 TEL: (510) 487-3383

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

REQUEST FOR ARCHITECTURAL OR LANDSCAPE CHANGE

Property Address: _____ Date: _____

Owner(s) Name: _____ Phone: _____

Description of Modification. Include plot plan, scale drawings, material specifications, and color scheme as applicable. Provide samples and photographs as needed.

I, the applicant(s), warrant and agree that:

1. I am the legal owner(s) of the subject property, and
2. I am responsible for acquiring all necessary building permits, and
3. I am responsible and legally liable for any acts of engineers, contractors, workmen, suppliers, or acts of mine resulting from the work herein specified, and
4. The Association's approval, if given, is limited to aesthetic considerations. The Association is not rendering any opinion on the constructions.
5. I will not begin work until this application has been approved.

The by-laws stipulate that a decision is rendered within 45 days after the application has been submitted. Please keep in mind that the Board meets every other month.

Applicant(s) Signatures: _____ Date: _____

DO NOT WRITE BELOW THIS LINE

Date Received: _____ This application is: Approved Denied Date: _____

Conditions pertinent to approval, notes, etc.: _____

Board Signature: _____

Revised 7/9/2009

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION
ALTERNATIVE DISPUTE RESOLUTION
Summary of Civil Code §§ 5925-5965

Sections 5925 to 5965 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the association's governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution ("ADR"). Forms of ADR include mediation, negotiation, and binding or nonbinding arbitration. This provision does not apply to the filing of cross-complaints.

The ADR process is initiated by one party serving a Request for Resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 5925 to 5965.

If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Sections 5925 to 5965. Failing to do so would be grounds for challenging the lawsuit.

Although the prevailing party is entitled to reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

The following is a description of the Association's internal dispute resolution process, as required by Civil Code Section 5920.

NOTE: Failure by any member of the association to comply with the alternative dispute resolution requirements of Civil Code §5930 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

DESCRIPTION OF INTERNAL DISPUTE RESOLUTION PROCEDURE
Civil Code Section 5910

1. This policy applies to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code Section 7110), or under the Association's governing documents.
2. Either party to a dispute within the scope of this article may invoke the following procedure:
 - a. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - b. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - c. The Association's Board of Directors shall designate a member of the Board to meet and confer.
 - d. 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.
 - e. 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.
3. A member of the Association will not be charged a fee to participate in the process.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

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)

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 areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 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. (Section 5685 of the Civil Code)

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.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

Assessments and Foreclosure (continued)

PAYMENTS

When an owner makes a payment, he or she 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 timeshare 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 exist. (Section 5665 of the Civil Code)

The board of directors 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).

MEETING DATES

Board of Directors meetings are held on the 3rd Monday on a bi-monthly basis. Meeting dates for 2021 are scheduled as follows: January 18, March 15, May 17, July 19, September 20 and November 15. The Board meetings begin at 6:00 p.m. and are held at the Hercules Community Center. Please visit the Association's website at www.peachtreecas.com to confirm the dates, times and locations.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION

1. MEETING MINUTES

You are entitled to receive copies of the minutes of the Board of Directors meetings of the Association. The minutes will be available and distributed to you upon request at your cost within thirty days of the meeting. Please contact Peachtree if you wish to receive copies (Section 4950 (b) of the Civil Code).

2. ANNUAL FINANCIAL STATEMENT

You will receive an Annual Financial Statement prepared by the Association's CPA within 120 days of the close of the fiscal year (Section 5305 of the Civil Code).

3. GENERAL NOTICE LOCATION

The location designated for posting of general notices from the Association is the Association's Pool/Clubhouse Bulletin Board or Not Applicable (Section 4045(a) of the Civil Code).

4. RIGHT TO INDIVIDUAL DELIVERY

Upon written request, a member will be entitled to receive general notices from the Association by individual delivery (Section 4045(b) of the Civil Code).

5. RIGHT TO NOTICE TO TWO ADDRESSES

Upon written request, a member may submit a request to have notices sent to up to two different specified addresses (Section 4040(b) of the Civil Code).

6. DESIGNATED RECIPIENT

The person designated to receive official communications to the association is the association manager, at 4670 Willow Rd. #150, Pleasanton, CA 94588 (Section 4035 of the Civil Code).

7. OVERNIGHT PAYMENTS

Overnight payments of assessments may be made to the following address: Peachtree CAS, Inc. 4670 Willow Rd. #150, Pleasanton, CA 94588.

REFUGIO HEIGHTS HOMEOWNERS ASSOCIATION
Membership List Opt Out Form
(Civil Code §5220)

By law, a Refugio Heights homeowner may request, and the Refugio Heights Homeowners Association must produce, a "Membership List" of all current homeowner members. Information required to be provided includes the name, property address, mailing address and now your email address (eff. *January 1, 2020*). Members may request a copy of the membership list and use the list to communicate with you regarding issues reasonably related to the requestor's interest as a member.

The Refugio Heights HOA Board of Directors understands that many homeowners have strong feelings regarding the privacy of this information. As such, if you do not wish to have your information shared with other members that request it, you must opt out of releasing any information, provided the Association can contact you via an alternative method.

I, _____, direct the Association as follows (check
OWNER NAME
one option only):

____ 1. I agree that my name, Refugio Heights address, mailing address (if different from the Refugio Heights address), and email address can be released if requested by a Refugio Heights homeowner.

OR

____ 2. Do not release my name, Refugio Heights address, mailing address (if different from the Refugio Heights address) or email address if requested by a homeowner. I understand that if a request for the Association's Membership list is made, the materials to be distributed will be mailed to the mailing address on file with the association, on behalf of the requestor by the Refugio Heights HOA. The cost for this service will be charged to the member requesting the mailing.

You may rescind your "Opt Out" at any time by submitting a request in writing to the Board of Directors.

Signature: _____ Refugio Heights Address: _____
SIGNATURE

Date: _____

NOTICE! IF THE OPT OUT FORM IS NOT RETURNED, YOUR NAME, PROPERTY ADDRESS, MAILING ADDRESS AND EMAIL WILL BE SHARED WITH ANY MEMBER REQUESTING THE INFORMATION BY DEFAULT (PER CIVIL CODE).

IF YOU HAVE ALREADY SUBMITTED A FORM EARLIER, THAT FORM WILL REMAIN ON FILE UNTIL YOU NOTIFY US IN WRITING OF ANY CHANGES.

When completed, please return this form to:

Refugio Heights Homeowners Association | 4670 Willow Road, #150 | Pleasanton, CA 94588
Fax (510) 487-6936 |



*Tired of writing and mailing checks? Pay your assessments online!
Log on to your Association's secure website at www.peachtreecas.com.*

2021 Budget Information Enclosed

Refugio Heights Homeowners Association
4670 Willow Road, #150
Pleasanton, CA 94588