

COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC.

GUIDELINES

June 1, 2002
BOARD APPROVED DEC.5, 2002

COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC
GENERAL GUIDELINES

- A) **SALES:** The law requires that upon the sale of your home, prior to conveying Title, you must provide the purchaser a current copy of the Association Documents, and statements of your homeowner's account. These documents include the material contained in your manual, i.e., the CC&Rs, the Association Articles of Incorporation, the Bylaws, and these Guidelines. The Management Company can provide a copy of these documents for a fee.
- B) **LEASING:** Owners leasing or renting their property shall include as an addendum to the agreement an acknowledgment providing the CC&Rs, Bylaws and Guidelines to the tenants and notice that any violation of any of the foregoing shall be a default under the lease of rental agreement; (copy of addendum is attached for your convenience). Within **ten (10) days** of commencement of the lease or rental agreement, the owner shall provide the Association (via its Management Agent) with the names of the tenants and each family member that will reside on the lot and the address and telephone number of the owner. Failure to provide the Association with the required tenant information and signed acknowledgment within the ten (10) day period will result in a Special Individual Assessment of \$ 25.00 and any additional fees incurred by the Association in order to obtain proper documentation and information regarding the Residents and their agreement. A default of the lease/rental agreement by violation of the rules, CC&Rs or Bylaws shall cause the owner to take immediate steps as may be necessary to correct the breach, including, if necessary, eviction of the tenant. (Page 6, Article 3 Section 3.2)
- C) **CLOTHESLINES:** No exterior clotheslines or exterior drying or laundering of clothes which may be visible from the street or common area, shall be allowed on any balcony, patio, porch or other outside area on any Lot. (page 7, Article 3 Section 3.9)
- D) **AUTOMOBILE MAINTENANCE:** There shall be no maintenance or repairs performed on any automobile except within an enclosed garage or except for any emergency repairs that are necessary in order to remove the vehicle to a proper repair facility. (Page 7, Article 3 Section 3.12)
- E) **WINDOW COVERINGS:** All homes shall be fitted with customary window coverings such as curtains, drapes, shutters or blinds. The side facing out of each home shall be white, off-white or beige unless approved otherwise in writing by the Architectural Review Committee. (page 7, Article 3 Section 3.10)
- F) **VEHICLE AND PARKING RESTRICTIONS:** No mobile home, camper or recreational vehicle, boat, truck or similar equipment shall be parked on any Residential Lots. For purposes herein, "truck" does not include a pickup truck that does not exceed three-quarter ton. Occupants shall park their vehicles in their assigned parking spaces so that Common Area parking spaces are available for guest parking. No garage may be converted into any use that would prevent its use as a parking space. Special permits permitted for RV/campers if they are visiting a

friend or family. The guidelines should be as follows, 1 week maximum with written approval, which has to be obtained 10 day prior to arrival. (page 6, Article 3 Section 3.4)

**COUNTRY CLUB VISTA OF RICHMOND HOA, INC.
LEASE/RENTAL ADDENDUM
PAGE 1**

ADDENDUM TO LEASE

By signature below, Tenant hereby acknowledges receipt of the CC&Rs, Bylaws, and Guidelines for the **Country Club Vista of Richmond Homeowners Association, Inc.**

Tenant further acknowledges by signature that Tenant, Tenant's family, additional occupants residing with Tenant and Tenant's guests will adhere to the rules and restrictions as outlined in these documents. Violation of infraction of the rules is considered a breach of this lease and may result in eviction of said tenant.

Tenant Signature _____ Date: _____

Tenant Signature _____ Date: _____

Owner/Agent's Signature _____ Date: _____

PROPERTY ADDRESS: _____

cc: Country Club Vista of Richmond Homeowners Association, Inc.

COUNTY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC.

PET RULES AND REGULATIONS

It is the intent of the Association to control the handling of pets within Country Club Vista for the protection and comfort of humans as well as the safety and humane treatment of animals. To that end, the following rules and regulations regarding pets have been adopted and compliance is required of all members, tenants, and guests.

1. Pets (i.e. cats and dogs) shall be leashed or otherwise maintained under positive control while in Country Club Vista. The City of Richmond may be called by any resident to pick up animals running loose in Country Club Vista.
2. Pet waste on or visible from Country Club Vista shall be cleaned up immediately by the owner or person in control of the animal and shall be disposed of in a sanitary manner. Violations will result in a fine of \$ 25.00 per incident.
3. Pet noise, including barking or other sounds, between hours of 9PM to 7AM shall be controlled to prevent disturbance of members, tenants or guests anywhere in Country Club Vista.
4. Pets shall be controlled to prevent nuisance behavior, such as digging or unfriendly actions towards humans, in Country Club Vista.
5. Animals required by the City of Richmond & State of California code to be licensed, shall be licensed while in Country Club Vista.
6. No structure or attachment to existing structures for the care, housing, or confinement of any pet shall be constructed or maintained without Architectural Committee Approval.

COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC
GENERAL GUIDELINES

It is the intent of the Association to maintain the general order of business of the Association and to control aesthetic, comfort and convenience aspects of community living at Country Club Vista. To that end, the regulations that follow have been adopted and compliance is required of all members, tenants, and guests.

1. Members of the Association shall, upon the sale of their home, prior to conveying title, provide the purchaser a current copy of the Association documents. These documents include the material contained in the Homeowner's Manual; i.e., the CC&Rs, the Association Articles of Incorporation, the Corporations Bylaws, and the Country Club Vista Guidelines. The property management company shall, within 10 days of written request, provide a copy of the documents for a fee.

2. Owners leasing or renting their property in Country Club Vista shall provide to the Association a copy of the lease or rental agreement within 10 days of its execution. Such agreement shall include the name(s) of the tenants and a provision that the tenancy is subject to the Guidelines. Owners shall provide a copy of the Guidelines to their Tenants and shall obtain the Tenant(s) acknowledgement of receipt of the Guidelines and agreement to adhere to the Guidelines. Owner shall provide the Association with a copy of the signed agreement, along with the lease, within 10 days of execution of the lease. Owners shall be responsible for the actions of their tenants as they pertain to Country Club Vista Rules and Property.

Owners may make photocopies of the current CC&Rs to distribute to tenants; however; guidelines and signature sheets must be obtained (current) prior to rental. Tenants must be given a copy of the CC&Rs, Guidelines and Lease Addendum prior to signing a rental agreement with the Owner.

3. Members may inspect Association records at the office of the property management company during regular office hours, with an appointment arranged in advance. Copies of Association records may be ordered through the property management company for a fee to cover the cost of reproduction.

4. Owners or occupants of the Lots may use a room or rooms in the residence as an office, provided that the primary use of the Lot is as a residence, no advertising or a sign is used in any manner in connection with the office use, no customers, clients or patients enter the Lot on any regular basis, and the use is in compliance with the City of Richmond home occupation ordinance or any successor ordinance thereto.

5. No nuisance shall be permitted to exist or emanate from any lot that is detrimental to surrounding property, including unsightly rubbish or debris, offensive

sounds, or offensive odors.

6. No personal items may be stored in the common area at any time.
7. Landscaping of the lots shall be maintained in a neat appearance.
8. Owners shall not remove or alter landscaping or other improvements of the common area maintained by the Association without permission from the Architectural Review Committee.
9. No violations of City, State, or Federal law shall be allowed on any lot or in the common area.

**COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC.
SPECIAL INDIVIDUAL ASSESSMENT (FINING) SCHEDULE**

Country Club Vista Homeowners Association, Inc., and its Board of Directors have resolved that the following procedures shall be followed, as reflected in the Covenants, Conditions and Restrictions (CC&Rs) for this Community, recorded in the records of Richmond, California.

For any action or infringement in violation of the Governing documents; i.e., CC&R's, Bylaws, Rules & Regulations, etc., the following procedure shall be used:

1) The Managing Agent shall write to the Homeowner, and Resident (if applicable), via Certified Mail detailing the action or infringement, the appropriate controlling document and the specific section the Homeowner/Resident is thought to be in violation of; and issuing a thirty (30) day response period. If the Homeowner/Resident responds and complies, no further action is necessary.

2) If no response, or compliance is not met within thirty (30) days, a second letter, sent via Certified/Return Receipt Mail and First Class Mail referencing the first letter shall be sent advising the Homeowner/Resident that they have been scheduled for a hearing with the Board of Directors for a specific date and time, the letter shall also advise them of the Special Individual Assessments they may receive if they fail to attend the hearing, detailed below.

3) A hearing shall be convened, whether or not the Homeowner/Resident attends. Said Hearing shall be held in Executive Session per Civil Code Section 1363.

Should a Special Individual Assessment be levied against a Homeowner for specific action or infringement in violation of the Governing Documents or Rules & Regulations, the following shall apply:

ARCHITECTURAL COMPLIANCE: Anyone beginning architectural modification work without written approval, or after a denial by the Board or Architectural Committee, shall incur a Special Individual Assessment of \$ 100.00. Continuance of the work after notice to cease and desist shall incur an additional \$ 100.00 Special Individual Assessment and the Association shall, at the same time, file for Alternative Dispute Resolution (ADR) and if appropriate an injunction to prevent the person from continuing work.

For any other nonconformance of the CC&Rs or these Rules, a fine of up to \$ 100.00 shall be levied.

COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION, INC.
2002 DELINQUENT ASSESSMENT COLLECTION POLICY

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property in a timely fashion. The Association is entitled to recover reasonable costs of collecting delinquent assessments, including but not limited to Attorney's fees, late fees, collection costs, lien fees and costs and litigation guarantee, which assessments and costs shall bear interest if more than (30) days overdue.

2. Assessments are due on the first day of each month and are delinquent at 5:00 p.m. on the 30th of the month, at which time a late charge of \$10.00 or 10% of the assessment (or special assessment), whichever is greater will be charged on the 31ST day. All balances due as of 5:00 p.m. on the 30th day of the month will be subject to interest of 12% per annum.

3. On or about the 31st day after a payment is due, the Board of Directors authorizes Agents and Managers of the affairs of the Association to cause notice to be sent to all members who are delinquent notifying them of the interest charges and the need to make payment in full within 60 days of the due date in order to avoid a lien on the property.

4. On or about the 60th day after a payment is due, a 10-day Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. Such notice will include a detail of the total amount delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any.

5. On or about the 11th day after the Pre-Lien Notice is sent, if all such amounts have not been paid, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded. All resulting collection fees and costs will be added to the total delinquent amount as the Association reserves the right to recover costs of collection. A copy of the recorded Lien will be sent, by regular and certified mail, to the address as described in item (5) above, 10-days after recordation.

6. All charges assessed to the account must be paid in full as a condition to curing and releasing such Lien, and the Association shall not be required to accept any partial or installment payments from the Lien date to the time that all such amounts are paid in full, except by a execution of a mutually agreeable payment plan and forbearance agreement. Arrangements for such an agreement must be made with the Association's Agent assigned to the collection of the account.

7. If all such amounts have not been paid, 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, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of such owner.

8. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.

9. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late and collection expenses, unless a payment agreement and forbearance agreement is executed between the Association and the owner.

10. Assessment collection issues are generally exempt from Civil Code Section 1354 which provides a process for resolving matters through alternative dispute resolution (ADR). However, a homeowner may lift the exception for association assessments through the following steps:

a. Homeowner pays in full all of the assessments in dispute, late charges, interest and all fees and cost associated with preparation and filing of a lien (including mailing costs, and attorneys fees not to exceed \$425);

b. This payment must be made along with a written statement of protest from the homeowner which is sent to the association via certified mail, not more than 30 days after the Lien is recorded;

c. Upon receipt of such a written protest, the association must inform the owner of the right to resolve the matter through ADR as set forth in Civil Code Section 1354, a civil action or any other procedures that the Board might establish to resolve this matter. The Association is under no obligation to agree to ADR, even if an owner properly requests ADR;

d. A homeowner may use this exception for ADR for delinquent disputes not more than 2 times in any single year and not more than 3 times in any five calendar years;

e. If through ADR it is determined that some of the assessments are levied in error, the homeowner is entitled to recovery of interest in a reasonable amount.

11. Any check returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the unit and a \$15.00 administrative fee plus any bank fees will be assessed to the account. 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 administrative fees as the Agent provides.

12. The Board of directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

SUMMARY OF CALIFORNIA CIVIL CODE SECTION 1364
ALTERNATIVE DISPUTE RESOLUTION (ADR)

Re-published from a suggested summary prepared by the Law Offices of Abend, Lepper, Jacobson, Schafer & Hughes of Walnut Creek, California.

In general, Civil Code Section 1354, as amended effective January 1, 1994, requires Association members and/or the Association, prior to commencing litigation for an injunction or declaratory relief, to enforce Association governing documents, to attempt to submit the matter to mediation or arbitration (ADR).

THE LAW APPLIES TO SUITS:

1. Member versus member, member versus Association, and Association versus member;
2. For injunction and/or declaratory relief; and which
3. Seek enforcement of Association governing documents.

THE LAW DOES NOT APPLY TO:

1. Suits seeking damages in excess of \$ 5,000;
2. Collection of Assessments;
3. Suits filed within 120 days of the suit being barred by the statute of limitations; and
4. Suits seeking other than injunction or declaratory relief.

PROCEDURE:

Any party to the dispute may initiate the procedure and, if they do , must serve the other party with a "Request for Resolution" containing:

1. Description of the dispute;
2. Request for Alternative Dispute Resolution;
3. Notice that the other party is required to respond within 30 days; and
4. If the Request for Resolution is served on a member, it shall also include a copy of Civil Code Section 1354.

SERVICE OF THE REQUEST MAY BE:

1. By mail with return receipt; or
2. By personal delivery; or
3. If personal delivery cannot be accomplished to an Association president, vice president, secretary, treasurer or general manager, by "substitute service" (i.e., leave the request at the office with the person in charge and mail a copy to the person to be served); or
4. If personal delivery cannot be accomplished to an individual, by leaving the request at the individual's residence with a competent member of the household and mailing a copy to the person to be served.

DEADLINE:

The Alternative Disputes Resolution procedure must be completed within 90 days of acceptance by the party served.

PARTIES MUST AGREE TO:

1. Mediation - a third person is chosen to hear the dispute and assist the parties to settle the matter; or
2. Arbitration - a third person is chosen to hear the dispute and render a decision. Parties must agree, in advance, that the arbitrator's decision will be binding or non-binding; or
3. Other forum or method, as agreed by the parties, such as a panel of Association members.

FAILURE TO AGREE:

"Failure by any member of the Association to comply with the prefiling requirements of Section 1354 of the Civil Code may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents." Civil Code Section 1354 (l).

TESTIMONY AND EVIDENCE:

Testimony given, and evidence submitted, during the Alternative Dispute Resolution proceeding, is not admissible in any subsequent legal proceeding.

ANNUAL DISTRIBUTION:

A summary must be distributed annually to all members (with the pro forma budget).

COUNTRY CLUB VISTA OF RICHMOND Homeowners Association, Inc.
Resident/Owner Update Form

OWNER(S) NAME: _____

WK PHONE: _____

WK PHONE: _____

OWNER(S) ADDRESS: _____

How many people reside in the unit? _____

Are they tenants or family members? _____

If you are a landlord - owner, please provide us with the names and phone number(s) of the tenant(s) residing in the home you own within the Community.

| RESIDENT NAMES | HOME PHONE | WORK PHONE |
|-----------------------|-------------------|-------------------|
| | | |
| | | |
| | | |
| | | |

PLEASE RETURN FORM TO: **PROFESSIONAL ASSOCIATION SERVICES, INC.**
39899 BALENTINE DRIVE # 102
NEWARK, CA 94560

**THIS INFORMATION IS BEING REQUESTED FOR EMERGENCY
PURPOSES ONLY; THIS INFORMATION WILL NOT BE
DISTRIBUTED TO MEMBERSHIP!
YOU MAY VOLUNTEER THIS INFORMATION TO BE USED FOR
MANAGEMENT'S RECORDS AND FOR THE NEIGHBORHOOD
WATCH PROGRAM, ETC.**