



Rhonewood Park Homeowners Association

Established 1970



The Rhonewood Voice

Volume 48, Number 2

December 2017

Annual Meeting Postponed

Our Annual Meeting, scheduled for September 25, 2017 was postponed due to a lack of quorum. It has been rescheduled for next year on **September 24, 2018.**

Board Members Appointed



Due to the postponement of the Annual Meeting, the Board appointed the election candidates to the available seats.

The Board welcomed candidates Kerri Dawson, Sarah Wilson, and Sarah Yendrey. Thank you for your continued service.

Rhonewood is going Green!

Please sign up to receive future Annual Assessments and any other correspondence via email. It saves money for the Association. Mailing the Annual Assessments costs \$500 in just postage. That does not include paper, ink, and envelopes. Every Newsletter also costs \$500. Just email your name, address, and email address to manager@rpha.info. Future Assessments and all correspondence will be sent to you via email.



Board Roster

Email: manager@rpha.info

Website: www.rpha.info

Andrea Cuppoletti	President	Budget Committee	321-8526
Ron Minnich	VP	Door Management Chair	505-231-4707
Carrie Montgomery	Secretary	Social Chair	650-704-8873
Sarah Wilson	Treasurer	Architectural Chair	980-7273
Kerri Dawson		Budget Chair	214-601-3323
Dayna Key		Pool Manager	667-6647
Hank Reinstein		CCR Chair	337-0361
Angie Toland		Pool Chair	606-1762
Sarah Yendrey		Swim Team Chair	518-5704
Julie Steinhorst Non-Board Member		Business Manager, Newsletter	250-9807

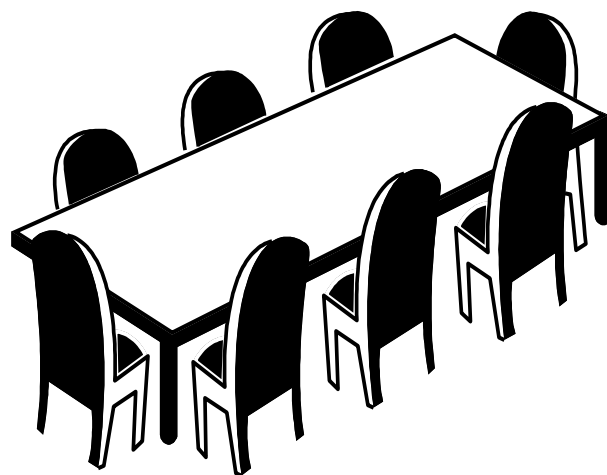
Board Meetings

The board meets at 7:30 p.m. on the fourth **Monday** of each month:

December 18th**	5435 Betty
January 22nd	720 Debra
February 26th	5413 Betty
March 26th	5467 Betty
April 23rd	800 Katrina
May 21st	871 Hazel
June 25th	Cabana Club
July 23rd	Cabana Club
August 27th	Cabana Club
September 24th*	Cabana Club

*Annual Meeting

**Due to Holidays



ARCHITECTURAL GUIDELINES

(Excerpt from the CC&R)

EIGHTH: ARCHITECTURAL APPLICATION AND REVIEW PROCEDURES

Approval of exterior modifications is required to insure that the changes are in harmony with regard to external design and location in relation to surrounding structures. Exterior modifications include, but are not limited to buildings, additions thereto, fences, walls, other structures, alterations, painting, or any other exterior modifications. The procedures to apply for approval to make exterior modifications to the Member's separate interest are as follows:

1. The member shall submit an architectural application to the Board of Directors on a form obtained by the Member from the Association. The Board of Directors will submit the application to the Architectural Committee, if any, within 15 days of its receipt. The Architectural Committee will tender its recommendation to the Board of Directors within 30 days of the committee's receipt of the application. The Board of Directors, at its next regularly scheduled meeting, will issue its decision on the application. The Board of Directors will advise the Member applicant, in writing, of its decision on the application within 10 days of reaching its decision. If there is no Architectural Committee or if the Board of Directors elects to act upon the application itself, it shall so act at the next regularly scheduled meeting after receipt of the application unless the meeting is to occur in less than 30 days of receipt of the application, and in that event the Board of Directors shall act upon the application at the following regularly scheduled meeting.
2. In the event the Board of Directors determines that it needs additional information before approving or denying the application, the Board shall notify the Member applicant as soon as practical after making said determination. Upon obtaining the required additional information, the Member applicant shall tender the information on an addendum application to the Board of Directors. Upon receipt of the addendum, the application process recommences and is subject to the timetable set forth in paragraph one, above.
3. Any decision on the application will be made in good faith and will not be unreasonable, arbitrary, or capricious. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors. If a proposed change is disapproved, the applicant is entitled to reconsideration by the Board of Directors of the association that made the decision, at an open meeting of the Board. This paragraph does not require reconsideration of a decision that is made by the Board of Directors at an open meeting of the Board.
4. The application shall include, but is not limited to, the following information, to the extent it is pertinent:
 - a. A complete description of the proposed change;
 - b. Any color modification shall include a color swatch and the brand of paint to be used;
 - c. Any structural change shall include competent drawings that are easily understood with to-scale measurements;
5. In the event the Board of Directors fails to approve or deny a complete application within 90 days of its submission, the application shall be deemed approved. However, no application for structural changes to any structure shall be deemed approved if not denied within said 90 days.
6. In the event the application is disapproved in whole or part, the applicant may apply, in writing, to the Board of Directors for reconsideration. Any reconsideration shall be heard by the Board that denied the application, in whole or part, at an open meeting of the Board. Said meeting shall take place at the next regularly scheduled meeting if said request for reconsideration is received by the Board within 20 days of said meeting. Otherwise said hearing shall occur at the following regularly scheduled meeting. However, if the original denial, in whole or part, was rendered at an open meeting of the Board of Directors, the Board is not required to reconsider its decision.



RHONEWOOD PARK ASSOCIATION

DELINQUENT ASSESSMENT COLLECTION POLICY

The 2018 Assessment is \$380.00

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments 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 litigation guarantees, which assessments and costs shall bear interest if more than 30 days overdue.
2. Assessments are due on January 1st of each year and are delinquent on January 16th.
3. On February 1st, all delinquent accounts will be charged a late fee of \$60.00 or 10% of the assessment (or special assessment), whichever is greater plus a finance charge of 6% per annum.
4. On or about the 30th day after a payment is due, the Board of Directors authorizes its Agents or Managers to send notice to all members who are delinquent, notifying them of the 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.
5. On or about the 60th day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent by certified mail, to the delinquent record owner(s) at the owner's last mailing address provided to the Association and to any secondary address that the owner(s) has provided to the Association in writing by sign-receipted mail or by facsimile. Such notices will include a detail of the total amount delinquent, including but not limited to, assessments, late charges, interest, and cost of collections, if any. The Notice shall also include all other information required by the Association's governing documents and California statute. The cost of this pre-lien letter is added to the members account. The Association shall also have the option of proceeding to small claims court.
6. On or about the 30th day after the Pre-Lien Notice is sent, if all amounts have not been paid and if the Board has voted approving the recording of a lien by a majority vote in an open meeting and recorded the vote in the minutes of the meeting, a Notice of Delinquent Assessment Lien ("Lien") will be prepared and recorded. All resulting collection fees and costs will be added to the total delinquent amount. A copy of the recorded Lien will be sent by certified mail to the address(es) as described in Item 5 above, within 10-days after recordation. 275 days from the original due date or when the past due assessments total \$1,800, whichever comes first occurs, the association may proceed with a foreclosure sale of the delinquent member's home.
7. All charges assessed to the account must be paid in full as a condition to 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 amounts are paid in full, except by an execution of a mutually agreeable payment plan and forbearance agreement. The association is not under an obligation to enter into a payment plan or forbearance agreement.
8. If all such amounts have not been paid in full within thirty (30) days after the recordation of such Lien, the Association may, with conditions, 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. The conditions for proceeding with foreclosure: 1.) An association has offered the owner dispute resolution or alternative dispute resolution (ADR). 2.) The amount of delinquent regular or special assessments is equal to one thousand eight hundred dollars (\$1,800) or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any assessments that are more than 12 months delinquent. 3.) The decision to record a Notice of Sale was

made by the board at least 30 days prior to a foreclosure sale. 4.) The board has given notice to the owner of the decision to record a Notice of Sale by personal service for resident owners and by first-class mail at the most current address known for the owner for non-resident owners.

9. All payments received by the association shall first be applied to the assessments owed, and after the assessments are paid in full the payments shall be applied to the fees and costs of collection, attorney's fees, late charges and interest. An owner may request a receipt, which shall indicate the date of payment and the person who received it.
10. The association charges a "returned check charge" of **\$30.00** for all returned checks.
11. An owner may dispute the debt noticed pursuant to the California Civil Code Section 1367.1(b) by submitting to the board a written request.
12. An owner may submit a written request to meet with the Board of Directors to discuss a payment plan for any Civil Code Section 1367.1(a) debt. The association shall provide the owners the standards for payment plans, if any exist. The board will meet with the owner within 45 days if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within this time, the board may designate a committee of at least one member to meet with the delinquent owner.
13. Within 21 days of payment in full the association shall record all necessary documentation to clear the owners title of the association's claim for past due assessments and charges. A copy of the release shall be mailed to the owner. If a lien has been recorded in error, a release of lien will be recorded within 21 calendar days and a copy of the recorded release of lien shall be provided to the owner along with a declaration that the lien recording was in error.

BOARD OF DIRECTORS MEETING

A G E N D A

December 18, 2017

- I. CALL TO ORDER**
- II. APPROVE MINUTES FROM PREVIOUS MEETING**
- III. APPROVE MONTHLY FINANCIAL REPORTS**
- IV. OLD BUSINESS**
- V. NEW BUSINESS**
- VI. COMMITTEE REPORTS**
 - A. CCR
 - B. Architectural
 - C. Pool
 - D. Social
 - E. Swim Team
- VII. NEXT MEETING – January 22, 2018**
- VIII. ADJOURNMENT**



RHONEWOOD PARK ASSOCIATION

CCR Enforcement Procedures

1. When a violation is brought to the Board's attention, a CCR Committee Member will verify it within 10 days.
2. If the committee agrees that a violation exists, a Friendly Reminder notice will be sent within 3 working days with a blind copy sent to the person who originated the complaint. The Friendly Reminder will explain the nature of the violation and a time frame to bring the violation into compliance. (The committee reserves the right to skip the Friendly Reminder notice and go directly to a First Notice of Violation/Hearing letter.)
3. If the violation is not corrected within the given time frame, a First Notice of Violation/Hearing letter will be sent via first class and certified mail. The letter will explain the nature of the violation, requirements to resolve the issue, a time frame to bring the property into compliance, and the fine schedule that will go into effect if the violation is not corrected within the time period allowed. The homeowner will also be invited to a CCR hearing to discuss the alleged violation. A blind copy of the notice will be sent to the person who originated the complaint.
4. If the violation has not been cleared by the date given, the board will hold the CCR hearing. The cited homeowner will be allowed to speak, present evidence and witnesses. The board will render its decision and a CCR Hearing Decision notice will be sent within 15 days. If the board finds that the homeowner is in violation of the CCR, they may impose a fine. The fine will remain in effect until the violation is resolved.
5. The fine will be posted to the homeowner's account every Friday. After a minimum of 30 days, the Board retains the right to take legal action. Only under extenuating circumstances may the Board excuse the fine after this point.
6. When the violation is corrected and verified, a thank you letter will be sent.
7. Repeat violations within a six-month period will not receive a Friendly Reminder notice. The homeowner will be sent a First Notice of Violation/Hearing letter and a CCR hearing will be scheduled. If the board finds the homeowner guilty of a repeat violation within a six-month period, they may impose an immediate fine.

Fine Schedule and Time Periods

Violation	Time Period For Correction	Fine	Continuing Daily Fine
Aerials	One Week	\$35.00	\$25.00
Architectural Changes	One Week	\$35.00	\$25.00
Boats, Campers, Trailers, & RVs	Two Days	\$35.00	\$25.00
Commercial Vehicles	Two Days	\$35.00	\$25.00
Dismantled/Disabled Vehicles	Two Days	\$35.00	\$25.00
Exterior Service Yards	One Month	\$35.00	\$25.00
Ground Maintenance	Two Weeks	\$35.00	\$25.00
Maintenance & Repair	One Month	\$35.00	\$25.00
Public Health*	One Week	\$100.00	\$25.00
Vehicles Parked On Unpaved Portion of Lot	Two Days	\$35.00	\$25.00
All Other Violations Not Specifically Mentioned	One Week	\$35.00	\$25.00

*In matters affecting Public Health, a copy of the CCR letter will be sent to the County Board of Health.

Alternative Dispute Resolution

Civil Code §1369.520 requires that the Association or a Member of the Association submit disputes pertaining to the enforcement of the governing documents of the Association to alternative dispute resolution prior to filing an action in superior court. This requirement only applies to an enforcement action that is solely for declaratory relief, injunctive relief, or for relief in conjunction with a claim for monetary damages not in excess of \$5,000.

Failure of a member of the association to comply with the alternative dispute resolution requirements of §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.

“Alternative Dispute Resolution” means mediation, arbitration, conciliation, or other nonjudicial procedures that involves a neutral party in the decision making process.

Any party to a dispute may initiate the process of alternative dispute resolution by serving on all other parties to the dispute a Request for Resolution pursuant to requirements of Civil Code §1369.530.

Notice of CCR Enforcement Policies

For your information, the RPHA Board of Directors is providing you with information on how the following CC&R Declarations are being interpreted and enforced:

- **Vehicles Parked Within the Association (including boats, trailers, and RVs)**

1. Declaration of CC&R Paragraph 13, Subparagraph Q:

“No trailer, camper, house trailer, motor home, or boat shall be parked, left, or stored upon any lot for more than 36 hours unless the same is parked, left, or stored in a garage or behind the fence. No trailer, camper, house trailer, motor home, or boat parked behind the fence, may stand more than 4 feet above a standard 6-foot fence.”

The Association does not allow for consecutive or daily ‘36 hour’ periods. The intent is to allow the Homeowner the limited personal use of such vehicles on an infrequent basis.

2. Declaration of CC&R Paragraph 13, Subparagraph V:

“No commercial vehicles shall be kept or stored upon or in front of any residential lot, excluding automobiles, pick-up trucks, or vans one ton or under (load weight).”

The CC&R does not expressly define a ‘commercial vehicle’; therefore the definition is taken from the California Vehicle Code Section 260(a): “a vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation or profit or designed, used or maintained primarily for the transportation of property.”

3. Declaration of CC&R Paragraph 13, Subparagraph W:

“No disabled and/or dismantled vehicles shall be stored in public view for a period of more than 48 hours.”

The CC&R does not expressly define a ‘disabled vehicle’; therefore the board defines a disabled vehicle as one, which cannot legally be driven on the public streets and/or one, which is not maintained in good repair. The DMV requires all vehicles driven on public streets to have front and rear license plates with current registration tags installed and all lights and mirrors in working condition and proper repair. Following the DMV requirement, any vehicle that does not have front and rear license plates with current registration tags installed will be cited as a violation of the CC&R’s. Additionally, the board defines a vehicle not maintained in good repair as one with, but not limited to, flat tire(s) or a broken windshield or a broken mirror and will cite any vehicle in this category as well. The Association does not allow for consecutive ‘48 hour’ periods.

4. Declaration of CC&R Paragraph 13, Subparagraph X:

“Parking: No vehicle shall be parked within public view on unpaved portion of lot.”

The CC&R does not expressly define ‘paved’; therefore the board defines a paved area as one cover with material such as concrete or brick that forms a firm surface.



RHONEWOOD PARK ASSOCIATION

NOTICE REGARDING ASSESSMENTS AND FORECLOSURE

CIVIL CODE SECTION 1365.1

EFFECTIVE JANUARY 1, 2006

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 Section 1367.4 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 1366, 1367.1, and 1367.4 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 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 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 1367.1 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 1367.1 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 1367.1 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 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 1367.1 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 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 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 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 collections, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETING AND PAYMENT PLANS

An owner of a separate interest that is not a time-share 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 1367.1 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 delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

BOARD OF DIRECTORS MEETING

A G E N D A

January 22, 2018

I. CALL TO ORDER

II. APPROVE MINUTES FROM PREVIOUS MEETING

III. APPROVE MONTHLY FINANCIAL REPORTS

IV. OLD BUSINESS

V. NEW BUSINESS

VI. COMMITTEE REPORTS

- A. CCR
- B. Architectural
- C. Pool
- D. Social

VII. NEXT MEETING – February 26, 2018

VIII. ADJOURNMENT

2018 Budget

January through December 2018

										Operating Fund	Reserve Fund	TOTAL
										Jan - Dec 18	Jan - Dec 18	Jan - Dec 18
Copies										150.00		150.00
End of Year Party										1,500.00		1,500.00
Equipment										1,750.00		1,750.00
League Championship Exp												
Facility Rental										2,000.00		2,000.00
Miscellaneous										100.00		100.00
Program Advertising										100.00		100.00
Total League Champion										2,200.00		2,200.00
Total Home Meet Facility Ren										2,200.00		2,200.00
Home Meet Snack Bar										2,500.00		2,500.00
Lifeguards										2,250.00		2,250.00
Miscellaneous										200.00		200.00
Office Supplies										200.00		200.00
Shark Shop												
Clothing and Accessories										2,500.00		2,500.00
Suits										7,500.00		7,500.00
Total Shark Shop										10,000.00		10,000.00
Team Trip										1,600.00		1,600.00
Total Swim Team Expenses										41,350.00		41,350.00
Total Pool Expenses										132,000.00		132,000.00
Social Expense										2,000.00		2,000.00
SODA/WATER										500.00		500.00
Utilities												
Garbage										3,000.00		3,000.00
Gas & Electricity										15,000.00		15,000.00
Sewer										1,500.00		1,500.00
Water										4,500.00		4,500.00
Total Utilities										24,000.00		24,000.00
Total Expense										217,950.00		217,950.00
Net Income										0.00	11,500.00	11,500.00



Rhonewood Park Homeowners Association

P.O. Box 263, Livermore, CA 94551-0263

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AVAILABILITY OF MINUTES

The minutes of board meetings are available for inspection by Association members by contacting the Business Manager, Julie Steinhurst at (925) 250-9807. Copies will be made at your request for a nominal copying fee.

Assessment Dates To Remember

December 1	Assessment Invoices Sent* 2018 Assessment \$380.00
January 1	Assessments Due
February 1	Add 10% Late Fee (\$38.00) + Add 6% Annual Interest (\$22.00) 30-Day Delinquent Notices
March 1	Add Collection Fees 30-Day Pre Lien Notices Add Attorney Fees for Pre Lien Notice (\$500.00)
April 15	File Assessment Lien Add Attorney Fees

****If you have not received your assessment bill by December 10, contact the Business Manager.***