

Northridge at Danville Owners Association

Homeowner's Information, Guidelines and Rules & Regulations

This document is subject to revision at the discretion of the Owners Association Board of Directors at any time. Updates will be delivered by US Mail Service periodically.

NORTHRIDGE AT DANVILLE OWNER'S ASSOCIATION DELINQUENT ASSESSMENT COLLECTION POLICY

The Board is charged with the responsibility to collect assessments to pay for the maintenance and replacement of common area property and other association expenses. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest when assessments are not paid on time. There are a number of ways to do this, including court action and foreclosure processes.

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

Thus, it is important to pay your assessments on time.

The Board will not use non-judicial foreclosure to collect fines or penalties but be advised that other remedies are available to collect these as well as any sums not suitable for collection by non-judicial foreclosure. The association intends to comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments. Note additionally:

1. Assessments are due on the 1st day of the first month of each quarter and are considered delinquent at 5:00 p.m. on the 23rd day of the first month of each quarter, at which time a late charge of \$10.00 or 10% of the assessment (or special assessment), which ever is greater, will be charged.
2. On or about the 181st day after an assessment payment is due, a 30-day Pre-Lien Notice may be sent by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the owner(s) have provided a written notice to the Association noting a secondary address, all notices shall be sent to that address also. The notice to owner will include an itemized statement of the total amounts delinquent, including assessments, late charges, interest and costs of collection and all other items specified in Civil Code Section 5675. Owner will also be notified that he or she is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.
3. On or after the 30th day after the Pre-Lien Notice is sent, the Association may record a lien on the property to secure the debt; however, there are limitations affecting commencement of foreclosure at this time (see paragraph 4). On or after any assessment or other amount due becomes delinquent, the Board also has the right to file an action in small claims court to collect the sums due. All discussions related to the owner's situation shall be held in executive session. The decision to file an action in court and/or record a lien shall be made by the Board of Directors in an open meeting, by majority approval. The action shall be recorded in the minutes of the meeting referring to the property by parcel number, not name of owner.
4. If all sums secured by the lien are not paid in full within thirty (30) days after recordation of the lien, and at the point the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may vote on the decision to foreclose the lien (which involves recording a Notice of Default and following statutory procedures to foreclose). Again, the decision shall be noted in the minutes of an open meeting (although the discussion on the action, which is disciplinary in nature, may be held in executive session to protect the owner's privacy). A Board vote to approve foreclosure of a lien may not take place less than 30 days prior to any public sale. (Note that the estimated time for foreclosure process from Notice of Default to date of sale is approximately 3-4 months and additional costs continue to accrue as the statutory procedures are followed). All resulting collection fees and costs will be added to the total delinquent amount. Prior to initiating a foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate, in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

5. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the owner at the most current address shown on the books of the Association. In the absence of written notification by the owner to the association of an address off-site, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

6. If any owner's property is sold at a non-judicial foreclosure sale by the association for failure to pay assessments and related costs, an owner has a right to redeem the property up to 90 days after the sale (essentially meaning the Owner can buy it back by paying the amount of the delinquency, costs of sale, etc.).

7. All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with execution of a mutually agreeable payment plan.

8. When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late fees and collection expenses. An owner may request that the Board consider a payment plan to satisfy a delinquent assessment. The Board will inform owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: The Board will meet with the owner in executive session within 45 days of the postmark of an owner's request if the request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), unless there is no regularly scheduled BOD meeting during that period. In that case, the BOD may designate Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

9. Any check returned by the bank for insufficient funds, stop payment or any other reasons is subject to a charge back to the unit of the amount of the check, an administrative fee, and any bank fees charged to the Association. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever administrative fees the Agent charges.

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

An owner of a separate interest has the right to inspect the association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.

At any time the Board may seek legal advice related to enforcement of assessment collections, and is entitled to follow the advice of legal counsel, even if it deviates from the above processes (and so long as it is not in derogation of the statutes relating to assessment collection in HOAs).

THE ABOVE POLICIES ARE CONSISTENT WITH THE ASSOCIATION CC&RS AND CIVIL CODE SECTIONS IN THE DAVIS STIRLING ACT WHICH ARE LISTED BELOW:

CIVIL CODE NUMBER -SUBJECT
5600(a) Levy Of Assessment
5600(b) Imposition Of Assessments Or Fees; Limit On Amounts
5605(a) Assessment Approval Requirements
5605(b) Limits On Regular And Special Assessments
5605(c) Quorum For Voting On Assessments; Approval Requirements
5610 Emergency Exception To Assessment Approval Requirements
5615 Notice Of Assessment Increase

5620 Exemption From Execution By Creditors
5600(b) Limit To Purpose - Re Assessments
5625 Property Tax Value As Basis For Assessments
5650(a) Assessment Debt And Delinquency
5650(b) Delinquent Assessments
5650(c) Exemption From Interest Rate Limitation
4210 Record Notice Of Agent To Receive Payments
5655 Payments – Order Of Application
5658 Payment Under Protest, Small Claims
5660 Pre-Lien Notice Requirements
5665 Payment Plan
5670 Pre-Lien Dispute Resolution
5705(b) Dispute Resolution Offer Required Prior To Foreclosure
5673 Decision To Record Lien
5675 Notice Of Delinquent Assessment
5685(a) LIEN RELEASE
5725(a) Limitations On Authority To Foreclose Liens For Monetary Penalties And Damage To Common Area
5725(b) Monetary Penalty May Not Subject To Nonjudicial Foreclosure
5680 Lien Priority
5735 Assignment Or Pledge
5700(a) Collection Generally
5710(a) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5710(c) (1) – (2) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5700(b) Provisions Not Limited By Other Statute
5685(b) Lien Release When Lien Recorded In Error
5710(b) Notice Of Default
5690 Procedural Noncompliance
5740 Date Of Application Of Laws
5705(a) Applicability To Debts That Arise On Or After 1/1/06, Procedures
5715(a) Applicability To Debts That Arise On Or After 1/1/06
5720(a) Limitation On Foreclosure
5720(b) Collection On Amounts Less Than \$1800
5705 Decision To Foreclose
5705(c) Decision To Foreclosure Must Be Made By The Board
5705(D) Foreclosure Requirements; Right Of Redemption
5715(b) Right Of Redemption
5715 Right Of Redemption After Trustee Sale
5720(c) (2) – (3) Exceptions To Limitation On Amounts That May Be Foreclosed Upon
5685(c) Reversal Of Late Charges, Fees, Interest, Attorney's Fees, Cost Of Collections, Costs Imposed For Notice, And Costs For Recordation And Release Of Lien; Dispute Resolution Or Alternative Dispute Resolution
5658 Small Claims Court For Assessments
5730 Statement Of Collection Procedure – Notice To Members
5900 Application Of Article- –IDR/Meet And Confer
5905 Fair, Reasonable, And Expeditious Dispute Resolution Procedure Required
5910 Minimum Requirements Of Association Procedure
5915 Default Meet And Confer Procedure
5930 ADR Prerequisite To Enforcement Action

**NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION
2016 POLICY ON NOTICES TO AND FROM THE ASSOCIATION
(All Code Numbers Refer to the Civil Code]**

[4035(a)] Any document from an Owner to the Association document shall be delivered to: PM&A, Inc., 563 Leisure Street, Livermore, CA 94551, the person/company designated to receive documents on behalf of the association.

[4035 (b)] A document delivered pursuant to this section may be delivered by any of the following methods:

- (1) By e-mail, facsimile, or other electronic means to: hoamgmt@pmahoa.com
- (2) By personal delivery to: PM&A, Inc., 563 Leisure Street, Livermore, CA 94551
- (3) By first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center to the address above in 4035(a)] .

[4040(a)] Any document required to be delivered to Owners by "individual delivery" or "individual notice," shall be delivered by one of the following methods:

(1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association.

(2) E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient.

(b) Upon receipt of a request by a member, pursuant to Section 5260, identifying a secondary address for delivery of notices of the following types, the association shall deliver an additional copy of those notices to the secondary address identified in the request:

- (1) The Annual Budget Review documents to be delivered to the member pursuant to Section 5300.
- (2) The Collection Policy, Lien and Foreclosure related documents to be delivered to the member pursuant to Section 5650 and Section 5710.
- (3) The Annual Policy Statement disclosures pursuant to 5310.

[4045(a)] All notices to be provided by "general delivery" or "general notice," shall be provided by one or more of the following methods:

- (1) Any method provided for delivery of an individual notice pursuant to Section 4040.
- (2) Inclusion in a billing statement, newsletter, or other document that is delivered by one of the methods provided in this section.
- (3) Posting the printed document in a prominent location that is accessible to all members, if the location has been designated for the posting of general notices by the association in the annual policy statement, prepared pursuant to Section 5310.
- (4) If the association broadcasts television programming for the purpose of distributing information on association business to its members, by inclusion in the programming.

The method of general delivery is: one or more of the above.

If a member requests to receive general notices by individual delivery, all general notices to that member, given under this section, shall be delivered pursuant to the address provided by the Owner.

[4050(a)-(c)] If a document is delivered by mail, delivery is deemed to be complete on deposit into the United States mail. If a document is delivered by electronic means, delivery is complete at the time of transmission.

[4055] If the association or a member has consented to receive information by electronic delivery, the information be in writing, that requirement is satisfied if the information is provided in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record.

**POLICY FOR
OWNER REQUEST FOR MAILING NOTICES RELATED TO THE
BUDGET AND COLLECTIONS INFORMATION TO A SECONDARY
ADDRESS**

Any owner has the right to submit secondary addresses to the association for provision of certain notices including the information in the Annual Budget Report (Civil Code Section 5300) and collection, lien, default and trustee notices (Civil Code Sections 5650 and 5710).

The owners request shall be in writing and shall be mailed to the association in a manner providing a return receipt or tracking information that shall indicate that the association has received it.

The Owner may identify or change a secondary address at any time provided that, if a secondary address is identified or changed during the collection process, the association shall only be required to send notices to the requested secondary address from the point that the association receives the request.

POLICY FOR COPIES OF ASSOCIATION MEETING MINUTES

Any owner may request and obtain copies of the Minutes of the Association meetings that are not the subject of Executive Sessions. There will be charges for copying the Minutes that must be paid by the Owner.

To obtain copies of the minutes, submit your request in this format:

"I, the undersigned, hereby request copies of the Minutes from the following meetings (give dates): _____ ...

I am a member of the association; my property address within the association is:

_____.

My mailing address is: _____

I understand there is a charge for providing the minutes and agree to pay the charge."

Minutes can be obtained by contacting:

Property Management & Accounting, Inc.
563 Leisure Street • Livermore, CA • 94551
925-454-1987 • 925-454-2702 FAX
Email: hoamgmt@pmahoa.com

Copies of minutes can be picked up in person by appointment.

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas 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 5650 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, 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)"

THE ABOVE POLICIES ARE CONSISTENT WITH THE ASSOCIATION CC&RS AND CIVIL CODE SECTIONS IN THE DAVIS STIRLING ACT WHICH ARE LISTED BELOW:

CIVIL CODE NUMBER -SUBJECT
5600(a) Levy Of Assessment
5600(b) Imposition Of Assessments Or Fees; Limit On Amounts
5605(a) Assessment Approval Requirements
5605(b) Limits On Regular And Special Assessments
5605(c) Quorum For Voting On Assessments; Approval Requirements
5610 Emergency Exception To Assessment Approval Requirements
5615 Notice Of Assessment Increase
5620 Exemption From Execution By Creditors
5600(b) Limit To Purpose - Re Assessments
5625 Property Tax Value As Basis For Assessments
5650(a) Assessment Debt And Delinquency
5650(b) Delinquent Assessments
5650(c) Exemption From Interest Rate Limitation

4210 Record Notice Of Agent To Receive Payments
5655 Payments -- Order Of Application
5658 Payment Under Protest, Small Claims
5660 Pre-Lien Notice Requirements
5665 Payment Plan
5670 Pre-Lien Dispute Resolution
5705(b) Dispute Resolution Offer Required Prior To Foreclosure
5673 Decision To Record Lien
5675 Notice Of Delinquent Assessment
5685(a) LIEN RELEASE
5725(a) Limitations On Authority To Foreclose Liens For Monetary Penalties And Damage To Common Area
5725(b) Monetary Penalty May Not Subject To Nonjudicial Foreclosure
5680 Lien Priority
5735 Assignment Or Pledge
5700(a) Collection Generally
5710(a) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5710(c) (1) -- (2) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5700(b) Provisions Not Limited By Other Statute
5685(b) Lien Release When Lien Recorded In Error
5710(b) Notice Of Default
5690 Procedural Noncompliance
5740 Date Of Application Of Laws
5705(a) Applicability To Debts That Arise On Or After 1/1/06, Procedures
5715(a) Applicability To Debts That Arise On Or After 1/1/06
5720(a) Limitation On Foreclosure
5720(b) Collection On Amounts Less Than \$1800
5705 Decision To Foreclose
5705(c) Decision To Foreclosure Must Be Made By The Board
5705(D) Foreclosure Requirements; Right Of Redemption
5715(b) Right Of Redemption
5715 Right Of Redemption After Trustee Sale
5720(c) (2) -- (3) Exceptions To Limitation On Amounts That May Be Foreclosed Upon
5685(c) Reversal Of Late Charges, Fees, Interest, Attorney's Fees, Cost Of Collections, Costs Imposed For Notice, And Costs For Recordation And Release Of Lien; Dispute Resolution Or Alternative Dispute Resolution
5658 Small Claims Court For Assessments
5730 Statement Of Collection Procedure -- Notice To Members
5900 Application Of Article- --IDR/Meet And Confer
5905 Fair, Reasonable, And Expeditious Dispute Resolution Procedure Required
5910 Minimum Requirements Of Association Procedure
5915 Default Meet And Confer Procedure
5930 ADR Prerequisite To Enforcement Action

NORTHRIDGE AT DANVILLE OWNER'S ASSOCIATION 2016 DELINQUENT ASSESSMENT COLLECTION POLICY

The Board is charged with the responsibility to collect assessments to pay for the maintenance and replacement of common area property and other association expenses. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest when assessments are not paid on time. There are a number of ways to do this, including court action and foreclosure processes.

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

Thus, it is important to pay your assessments on time.

The Board will not use non-judicial foreclosure to collect fines or penalties but be advised that other remedies are available to collect these as well as any sums not suitable for collection by non-judicial foreclosure. The association intends to comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments. Note additionally:

1. Assessments are due on the 1st day of the first month of each quarter and are considered delinquent at 5:00 p.m. on the 23rd day of the first month of each quarter, at which time a late charge of \$10.00 or 10% of the assessment (or special assessment), which ever is greater, will be charged.
2. On or about the 181st day after an assessment payment is due, a 30-day Pre-Lien Notice may be sent by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the owner(s) have provided a written notice to the Association noting a secondary address, all notices shall be sent to that address also. The notice to owner will include an itemized statement of the total amounts delinquent, including assessments, late charges, interest and costs of collection and all other items specified in Civil Code Section 5675. Owner will also be notified that he or she is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.
3. On or after the 30th day after the Pre-Lien Notice is sent, the Association may record a lien on the property to secure the debt; however, there are limitations affecting commencement of foreclosure at this time (see paragraph 4). On or after any assessment or other amount due becomes delinquent, the Board also has the right to file an action in small claims court to collect the sums due. All discussions related to the owner's situation shall be held in executive session. The decision to file an action in court and/or record a lien shall be made by the Board of Directors in an open meeting, by majority approval. The action shall be recorded in the minutes of the meeting referring to the property by parcel number, not name of owner.
4. If all sums secured by the lien are not paid in full within thirty (30) days after recordation of the lien, and at the point the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may vote on the decision to foreclose the lien (which involves recording a Notice of Default and following statutory procedures to foreclose). Again, the decision shall be noted in the minutes of an open meeting (although the discussion on the action, which is disciplinary in nature, may be held in executive session to protect the owner's privacy). A Board vote to approve foreclosure of a lien may not take place less than 30 days prior to any public sale. (Note that the estimated time for foreclosure process from Notice of Default to date of sale is approximately 3-4 months and additional costs continue to accrue as the statutory procedures are followed). All resulting collection fees and costs will be added to the total delinquent amount. Prior to initiating a foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate, in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.
5. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the

owner at the most current address shown on the books of the Association. In the absence of written notification by the owner to the association of an address off-site, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

6. If any owner's property is sold at a non-judicial foreclosure sale by the association for failure to pay assessments and related costs, an owner has a right to redeem the property up to 90 days after the sale (essentially meaning the Owner can buy it back by paying the amount of the delinquency, costs of sale, etc.).

7. All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with execution of a mutually agreeable payment plan.

8. When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late fees and collection expenses. An owner may request that the Board consider a payment plan to satisfy a delinquent assessment. The Board will inform owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: The Board will meet with the owner in executive session within 45 days of the postmark of an owner's request if the request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), unless there is no regularly scheduled BOD meeting during that period. In that case, the BOD may designate Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

9. Any check returned by the bank for insufficient funds, stop payment or any other reasons is subject to a charge back to the unit of the amount of the check, an administrative fee, and any bank fees charged to the Association. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever administrative fees the Agent charges.

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

An owner of a separate interest has the right to inspect the association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.

At any time the Board may seek legal advice related to enforcement of assessment collections, and is entitled to follow the advice of legal counsel, even if it deviates from the above processes (and so long as it is not in derogation of the statutes relating to assessment collection in HOAs).

THE ABOVE POLICIES ARE CONSISTENT WITH THE ASSOCIATION CC&RS AND CIVIL CODE SECTIONS IN THE DAVIS STIRLING ACT WHICH ARE LISTED BELOW:

CIVIL CODE NUMBER -SUBJECT
5600(a) Levy Of Assessment
5600(b) Imposition Of Assessments Or Fees; Limit On Amounts
5605(a) Assessment Approval Requirements
5605(b) Limits On Regular And Special Assessments
5605(c) Quorum For Voting On Assessments; Approval Requirements
5610 Emergency Exception To Assessment Approval Requirements
5615 Notice Of Assessment Increase
5620 Exemption From Execution By Creditors
5600(b) Limit To Purpose - Re Assessments
5625 Property Tax Value As Basis For Assessments
5650(a) Assessment Debt And Delinquency

5650(b) Delinquent Assessments
5650(c) Exemption From Interest Rate Limitation
4210 Record Notice Of Agent To Receive Payments
5655 Payments – Order Of Application
5658 Payment Under Protest, Small Claims
5660 Pre-Lien Notice Requirements
5665 Payment Plan
5670 Pre-Lien Dispute Resolution
5705(b) Dispute Resolution Offer Required Prior To Foreclosure
5673 Decision To Record Lien
5675 Notice Of Delinquent Assessment
5685(a) LIEN RELEASE
5725(a) Limitations On Authority To Foreclose Liens For Monetary Penalties And Damage To Common Area
5725(b) Monetary Penalty May Not Subject To Nonjudicial Foreclosure
5680 Lien Priority
5735 Assignment Or Pledge
5700(a) Collection Generally
5710(a) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5710(c) (1) – (2) Assignment Of Right To Collect Assessments; Enforcement Of Lien; Trustee Sale
5700(b) Provisions Not Limited By Other Statute
5685(b) Lien Release When Lien Recorded In Error
5710(b) Notice Of Default
5690 Procedural Noncompliance
5740 Date Of Application Of Laws
5705(a) Applicability To Debts That Arise On Or After 1/1/06, Procedures
5715(a) Applicability To Debts That Arise On Or After 1/1/06
5720(a) Limitation On Foreclosure
5720(b) Collection On Amounts Less Than \$1800
5705 Decision To Foreclose
5705(c) Decision To Foreclosure Must Be Made By The Board
5705(D) Foreclosure Requirements; Right Of Redemption
5715(b) Right Of Redemption
5715 Right Of Redemption After Trustee Sale
5720(c) (2) – (3) Exceptions To Limitation On Amounts That May Be Foreclosed Upon
5685(c) Reversal Of Late Charges, Fees, Interest, Attorney's Fees, Cost Of Collections, Costs Imposed For Notice, And Costs For Recordation And Release Of Lien; Dispute Resolution Or Alternative Dispute Resolution
5658 Small Claims Court For Assessments
5730 Statement Of Collection Procedure – Notice To Members
5900 Application Of Article- –IDR/Meet And Confer
5905 Fair, Reasonable, And Expeditious Dispute Resolution Procedure Required
5910 Minimum Requirements Of Association Procedure
5915 Default Meet And Confer Procedure
5930 ADR Prerequisite To Enforcement Action

NORTHRIDGE VIOLATION AND FINE POLICY

When people stray from the reasonable requirements of the documents that regulate our Association it often creates problems, polarizes neighbors, and causes failed expectations on the part of residents that the Association will enforce the CC&Rs and Rules and Regulations. Our Bylaws and/or CC&Rs authorize fining for violations of the governing documents and California law requires distribution of a policy in the event the Association wishes to implement the use of fines. The Association may also consider Reimbursement Assessments to recover costs incurred because of a failure or owner to fulfill a responsibility or due to a violation.

The Board considers fining and penalties only as an alternative to be exercised after reasonable efforts are made to work with homeowners to encourage them to voluntarily cure violations and these efforts have failed.

DISTRIBUTION OF THIS POLICY

The Board of Directors will be distributing this policy annually with the association disclosure packet. It will then remain in effect until modified by the Board of Directors. At any time in the future when the policy is modified, it will be redistributed to owners and residents. It will also be provided to new residents and buyers to the extent they can be identified by the Association.

NOTICE AND HEARINGS

In any case where the Board is considering disciplinary action such as the imposition of a fine or a Reimbursement Assessment, the owner against whom a fine or other action is being considered shall be given at least 10 days prior notice of the meeting at which discipline will be considered and the nature and extent of any violation believed to be occurring. The notice may be given by first-class or registered mail, or personal delivery. At the time stated the owner or resident may appear personally or be represented in writing and shall be entitled to present witnesses and evidence on his or her behalf. The Board shall provide the Owner and resident with written notice of any disciplinary action discussed and approved within 15 days of the date the decision is reached.

FINE OR PENALTY

If the decision of the Board is that a violation has in fact occurred (and/or is continuing to occur), the Board decision might include the levying of a fine as outlined below for each offense, occurrence, or a continuing offense. Fines may be imposed on a monthly basis for continuing violations. The Board shall also have the option to re-categorize a fine between Categories I, II, and III, if, in the opinion of the Board, the circumstances of the violation or violations that are occurring warrant it. If this occurs, the Board shall document the reason for doing so as part of the written record and the Owner shall receive a copy of the documentation. Fines may be imposed concurrently with other action by the Board to address a violation if it is necessary.

There are three categories of fines, and the categories are based upon impact on the community (visual impact in particular) and the difficulty of mitigation (the amount of time, effort and money that is required for mitigation).

Category I

Category I fines are \$50.00 per month or per occurrence and include those infractions that do not have a heavy visual impact and may be readily mitigated. Examples of these would include items such as minor landscape issues and some basketball standard violations.

Category II

Category II fines are \$100.00 per month or occurrence. These infractions would be more substantial than Category I infractions with higher visual impact, more permanence, and require more effort for mitigation. Examples of Category II violations would include external architectural changes that are visible to side or rear yard neighbors, unauthorized paint colors, per the approved paint palette, to house exteriors, major landscape issues, or fences in significant disrepair.

Category III

Category III fines are \$200.00 per month or occurrence. These fines are issued for violations that have been determined to pose an adverse impact on the health or safety of the Association's common area or another member's property. This determination is supported by a written finding specifying the nature of the health or safety impact, made during an open Board Meeting.

In the event any violation continues, is repeated, or escalates, the Board may consider imposing fines in a higher category than if one violation occurred. If the homeowner has been notified of the violation, has been given a time to cure the violation, and has taken inadequate measures to cure the violation within the stated timeframe, they will receive a letter from the Association stating what fines or other disciplinary measures are to be considered at the next Board meeting. It will also state that the homeowner has the right to address the violation at the Board meeting.

Administration of Fines

Fines will be administered in accordance with the current rules of the Association. In addition to those rules, it will be the Board of Director's responsibility to determine fine levels for those violations that are not specifically identified in one of the Categories.

Reimbursement Assessment

The Board may consider imposing a Reimbursement Assessment pursuant to Section of 6.4 of the Association's CC&Rs to recover any costs incurred by the association relating to noncompliance of the owner or failure to fulfill obligations under the governing documents.

Approved and accepted by the B.O.D. on September 9, 2025

**SUMMARY OF CALIFORNIA CIVIL CODE SECTIONS 5900-5920 AND SECTIONS 5925-5965 RELATING
TO ENFORCEMENT OF GOVERNING DOCUMENTS THROUGH
INTERNAL DISPUTE RESOLUTION AND/OR ALTERNATIVE DISPUTE RESOLUTION**

NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION

California Civil Code Section 5975 addresses the right of an association or a member of the association to enforce the governing documents of the Association. Other areas of the Civil Code address other dispute resolution processes, both "internal" (commonly called IDR or meet and confer) and "external" (commonly called ADR which stands for Alternative Dispute Resolution).

- (1) The Association must adopt procedures that allow the Board or any Owner to request a meeting with a director or directors to attempt to resolve a dispute between them. This document contains the policy adopted by the Board for Internal Dispute Resolution Procedures per Civil Code Sections 5900-5920; and/or
- (2) The Association and/or any Owner must attempt to resolve matters by means alternative to litigation (ADR) prior to filing a lawsuit. This document summarizes the provisions of Civil Code Sections 5925-5945, as originally introduced in 2005 and reiterated in the reorganized Davis Stirling Act as of 1/1/2014.

These statutes encourage parties to a dispute involving enforcement of an association's governing documents to first have an informal meeting with directors and the owner(s) involved, and then, if not settled and litigation is considered, submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration, prior to filing a lawsuit. The intent of the statute is to promote efficient, speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel disputes between the Associations and Owners away from the state's court system.

FOR THE IDR REQUIREMENTS (INTERNAL DISPUTE RESOLUTION):

Pursuant to Civil Code, Sections 5900-5920, this Association has adopted procedures for Internal Dispute Resolution (also known as Meet and Confer). The procedure provided below is considered fair, reasonable, and expeditious, within the meaning of the aforesaid statutes. Either party to a dispute within the scope of this article (described below) may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of an association may refuse a request to meet and confer. If the member participates assuming the whole board was not present at the meet and confer) but the dispute is resolved other than by agreement of the member, the member shall have a right of appeal to the board. The association may not refuse a request to meet and confer made by a member.
3. The board shall designate [at least one] a director to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A written resolution, signed by both parties that is not in conflict with the law or the governing documents binds the association and is judicially enforceable.

The procedure shall provide a means by which the member and the association may explain their positions. The member and association may be assisted by an attorney or another person in explaining their positions at their own cost.

A member may not be charged a fee to participate in the process.

These procedures apply to a dispute between an association and a member involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the governing documents of the common interest development or association.

These provisions do not replace the ADR option allowed by Sections 5925-5945 below relating to alternative dispute resolution as a prerequisite to an enforcement action (which means filing of litigation).

ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES:

"Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties. The parties shall share the cost of these proceedings.

Neither an association nor an owner or a member is entitled to file an enforcement action in the superior court unless the parties have first endeavored to submit their dispute to alternative dispute resolution pursuant to the referenced statutes.

The requirements apply only to an enforcement action that is solely for declaratory, injunctive, or writ relief (meaning asking the court to interpret, determine or order something), or for that relief in conjunction with a claim for monetary damages that does not exceed five thousand dollars (\$5,000). These requirements do not apply to a small claims action. Except as otherwise provided by law, this section does not apply to an assessment dispute.

Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

5925. DEFINITIONS

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents.

5930. ADR PREREQUISITE TO ENFORCEMENT ACTION

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. REQUEST FOR RESOLUTION

The Request for Resolution shall include:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the member, a copy of this summary or Civil Code sections 4925-4945.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless the time is extended by agreement of the parties.

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 5930 ETC. 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.

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, the law requires the association or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit. Failure to file this certificate may be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certification of the attempts made to seek resolution. If one or the other of the parties to the dispute refused ADR prior to the filing of the complaint, the certificate should so state. If immediate action is needed by seeking preliminary or temporary injunctive relief or the statute of limitations period for filing the suit will expire within 120 days of the lawsuit being filed, the certificate should state the necessity of immediacy. Without the certification, a court may dismiss the action.

Furthermore, in any lawsuit to enforce the governing documents, the prevailing party may be awarded attorney's fees and costs under Civil Code Section 5975. The court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION

PROCESS FOR REVIEW PURSUANT TO CIVIL CODE SECTION 4765

Each Owner of separate interest wishing to make any alterations or physical changes to the owner's separate interest, requires approval to do so, per the Association's CC&Rs Section 4.2 & 12.1. No such alterations are approved without submittal of an application and approval given in writing by the Architectural Committee and/or the Board.

1. The Architectural Committee (AC) shall review the plans requesting changes to the unit or exterior within 30 days of submittal and within that time, provide approval or disapproval to the Owner in writing. If more information is needed, the AC shall ask for it.
2. Decisions on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
3. A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act Part 2.8(commencing with Section 12900) of Division 3 of Title 2 of the Government Code.
4. A decision on a proposed change shall be in writing. 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.
5. If a proposed change is disapproved by the AC, and the Board has not yet acted, the applicant is entitled to seek reconsideration by the Board of Directors, at an open meeting of the Board. This paragraph does not require reconsideration of a decision that is made by the board of directors or a body that has the same membership as the board of directors. The open meeting must satisfy the requirements of the Common Interest Development Open Meetings Act found at Civil Code Section 4925 and 4935. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905. The Board may request that the Owner meet in an internal dispute resolution meeting pursuant to Section 5905.
6. Nothing in this section authorizes a physical change to the common area in a manner that is inconsistent with the Association's governing documents or governing law.
7. The Association shall annually provide members with this or any modified notice of requirements for association approval of physical changes to property.

ARCHITECTURAL & LANDSCAPING APPLICATION
NORTHRIDGE OWNERS ASSOCIATION
563 LEISURE STREET
LIVERMORE, CA 94551
(925) 454-1987

If you're planning any architectural modifications you are required by the **Covenants, Conditions and Restrictions** to submit the proposed work for review and approval. Please use this form and mail it to the address shown.

APPLICATION FOR ARCHITECTURAL REVIEW AND APPROVAL

Name: _____

Date: _____

Address: _____

Day Time Phone: _____

Email: _____

Description of work: Include description, type of materials, colors (including color swatches), and attach a plan if applicable.

Applicant's Signature: _____

Affected Neighbor(s) acknowledgment of Applicant's intent:

Neighbor(s) Signature _____

Address _____

Neighbor(s) Signature _____

Address _____

APPROVED AS SUBMITTED: _____

ARCHITECTURAL COMMITTEE:

APPROVED AS NOTED BELOW: _____

BY: _____

Date

DENIED AS SUBMITTED: _____

BY: _____

Date

DENIED AS NOTED BELOW: _____

BY: _____

Date

Approved work must be completed within twelve months of approval or resubmission for review and approval is required. All approvals are contingent upon homeowner acquiring all applicable permits required for the work.

NOTES: _____

NORTHBRIDGE AT DANVILLE OWNERS ASSOCIATION
HOMEOWNER INFORMATION AND GUIDELINES
REGARDING RECREATIONAL FACILITIES

POOL RULES

DATES & HOURS

Pool Hours: Daily 5:00 a.m. to 10:00 p.m.
Pool Heated: May 1 - October 31

Signs are posted which state, "*PRIVATE PROPERTY – NO TRESPASSING, NO LOITERING – BETWEEN THE HOURS OF 10:00 P.M. AND 5:00 A.M.*". Anyone who violates the rules will be cited by the Town of Danville Police Department

CHILDREN

Children under the age of 14 must have adult supervision at all times.

GUESTS

Only homeowners and a maximum of 4 guests per household, escorted by homeowners, are allowed in the pool area.

FOOD

Food is allowed in the pool area. No food is to be eaten while in the pool. *All trash must be placed in trash receptacles.* **Absolutely no glass!**

BEVERAGES

Unbreakable containers - **Absolutely no glass!**

PROPER SWIMMING ATTIRE

Swimming suits must be worn, no cut-offs allowed. Babies in diapers must wear plastic pants, in addition to the diaper and/or swimming suit, while in the pool.

HORSE PLAY

Horse play is not allowed. This includes rough, boisterous play; running; yelling and/or screaming. NO skateboards, rollerblades, scooters or bicycles are allowed in the pool area.

PETS

Pets are NOT ALLOWED in the pool area, except as required by law to prevent discrimination.

LOTIONS

Suntan and sunscreen lotion only; please, no baby oil. Shower before entering the pool.

TOYS & FLOATS

No inflatable toys or mattresses are allowed in the pool, with the exception of infant safety floatation devices.

RADIOS

No radios, CDs, cassettes, speakers or electronic devices which allow for music or other noise are allowed, except when used with headsets.

GENERAL

1. This is a private pool.
2. Members and guests are to swim at their own risk; there are no lifeguards.
3. The gates must be locked at all times and may not be propped open.

4. The Association assumes no liability for any personal injury, loss of property or damage to property.
5. Please keep the pool area tidy so that everyone may enjoy it.
6. If you are aware of any problems, please speak up and ask politely for the problem to be resolved or report it to management at the first opportunity. The Board may suspend rights of any owner or resident or guest to use the pool due to failure to follow the rules or offensive or abusive behavior.
7. Pool temperature will be set at 82° from June 15-September 15 (heaviest use months); pool opening and closing temperature will be set at 79°.

UNINVITED GUESTS

Uninvited guests should be told to leave by any and all residents present. Remember, this is your property. If they do not leave, they may be treated as trespassers – it is appropriate to call the police.

Anyone who consistently shows disregard for the preceding rules will be asked to leave the pool area. Repeat offenders will be referred to the Board of Directors for appropriate action.

BARBECUE & PICNIC AREA

Please clean up the area after each use and use the waste containers provided. Do not put lighted materials in waste containers. Ashes should be cleaned out of the barbecue after each use otherwise the wind blows the ashes around the recreation area.

TENNIS COURT

Tennis shoes or rubber-soled shoes must be worn at all times on the court. No black-soled shoes allowed, as well as no street shoes or golf shoes. No glass is allowed on the courts. No skateboards, roller blades, bicycles, scooters or other such apparatus are allowed on the courts. No children under the age of 14 are permitted on the courts unless accompanied by an adult. A maximum of 2 sets are to be played when others are waiting.

CLUBHOUSE

A \$55.00 non-refundable rental fee along with a \$500.00 deposit is required at the time you place your reservation. The full deposit will be returned provided the clubhouse is left without refuse, and there is no damage. Any repairs deemed necessary will be deducted from the deposit. The hours you may rent the clubhouse are daily until 10:00 p.m., Sunday through Thursday; daily until 12:00 a.m., Friday and Saturday. Large parties may be subject to approval by the Board of Directors. Rental of the clubhouse does NOT include use of the pool or pool deck. If you need to make reservations, please call the Northridge Clubhouse Monitor, Alison Osborn at 925-200-9760 or email: alilosborn@yahoo.com. The Board, in its discretion, may adopt and require a Clubhouse Agreement relation to reservations, uses and/or rental of the clubhouse.

Clubhouse Use by Non-Profit Organizations: Following is the process for rental of the clubhouse at no charge to non-profit organizations:

- A maximum of three organizations a year
- One meeting per month, per organization, Monday-Thursday
- A signed contract by responsible party and deposit is required and will be held until the end of the contract period
- 20% of the organizations' members must be Northridge homeowners
- Agreement is for one year and does not automatically roll over to following year
- Requests will come through management and be reviewed annually. If interested, contact Property Management & Accounting, Inc., 563 Leisure Street, Livermore, CA

•
•
•
•
•
•
•

Property Management & Accounting, Inc.
563 Leisure Street
Livermore, CA 94551
(925) 454-1987 (925) 454-2702 FAX
email: hoamgmt@aol.com

Northridge at Danville Owners Association

September 15, 2004

Dear Homeowner(s):

The Board of Directors of the Northridge at Danville Owners Association would like to thank all Homeowners who responded to the recent survey regarding roofing materials.

Of the 375 lot owners, 42% responded; of that 84% are in favor of adding composition shake shingles to the existing roof palette. Therefore, the Board is pleased to inform homeowners of their recent motion to add composition shake to the approved roofing material palette of the Association.

The accepted product specs are as follows:

- 450+ lbs per roofing square
- In color hues comparable to:
 - Grand Canyon in Black Oak, Sedona Sunset, Stone Wood and Storm Cloud Gray by GAF and
 - Presidential TL Shake in Autumn Blend, Charcoal Black, Shadow Gray and Country Gray* by CertainTeed.
- ALL roofing changes are subject to approval by the Architectural Committee by submitting an Architectural Application which must include a sample of the tile and color to be used.

Sincerely,

*The Board of Directors of the
Northridge at Danville Owners Association*

POLICY FOR COPIES OF ASSOCIATION MEETING MINUTES

Any owner may request and obtain copies of the Minutes of the Association meetings that are not the subject of Executive Sessions. There will be charges for copying the Minutes that must be paid by the Owner.

To obtain copies of the minutes, submit your request in this format:

"I, the undersigned, hereby request copies of the Minutes from the following meetings (give
dates): _____ ...

I am a member of the association; my property address within the association is:

My mailing address is: _____

I understand there is a charge for providing the minutes and agree to pay the charge."

EXHIBIT "A" TO ARCHITECTURAL APPROVAL REQUEST FORM
(FOR BASKETBALL STANDARDS)

Permanent basketball standards are not allowed to be constructed or attached to homes or garages. "Freestanding" basketball standards may not be "permanently placed or stored" in the front yards. (Declaration of Restrictions for Northridge recorded in 1988, Section 4.19)

This leaves some options open for use of basketball standards at Northridge. All uses except for backyard placement of freestanding basketball apparatus will be considered to be in violation of the restrictions recited unless Board approval is obtained. This is so the Board may review the intended placement and use. No *freestanding* basketball standards will be allowed to be placed on the street side of a fence that is closer than 40 feet from the street. Anything less will be considered to be in the front yard.

All requests for use must be approved by the Board of Directors, through application using the same process that is used for architectural control requests, except that the Board will review the matter – not the Architectural Control Committee. Until Board approval is given, in writing, use of any "freestanding" basketball standard placed on the street side of a fence will be considered a violation of this Restated Declaration.

The Board may set reasonable standards, guidelines and/or conditions related to the use of the "freestanding" basketball standards and may provide for a retraction of approval upon breach of any of the conditions required. Any owner applying for approval will be required to agree in writing to any conditions set by the Board before the approval is final.

Conditions may include, but need not necessarily be limited to, the following:

1. Specified hours of play
2. Control of noise and other nuisance
3. Requirements for upkeep and maintenance of basketball standard
4. Hours and times allowed for presence of basketball standard (relating to how often it must be put away or put out of sight)
5. Requirement of courtesy to the neighbors relating to the use of basketball standard
6. Indemnification for injuries, damages, defense costs, and any other costs suffered by the Association because of the presence of the basketball standard
7. Requirements for individual liability insurance by party providing the standard
8. Retraction of approval if the use of the basketball standard becomes a policing problem, or conditions of the approval are breached, or presence of the basketball standard creates neighborhood problems where they did not previously exist.

The intent of these factors that will be considered is to allow and/or limit use of the "freestanding" basketball standards in a manner that is consistent with and furthers the intent of the CC&Rs. The Association recognizes these freestanding apparatus are not easy to roll in and out of the garage or backyard. The owners of the property must assume responsibility and liability for the presence of standards and the Board must be allowed to exert some control over use of the standards. Owners must be willing to maintain the basketball standards, and move them when not in use, or periodically, according to the conditions set by the Board. The development was not planned in a manner conducive to use of basketball apparatus, and this provision is to be construed with that in mind, and as an option that will be acceptable only if the highest standard of regard for the neighbors and the Association is honored.

Please read all the rules carefully and review them with the members of your household. It is the responsibility of each homeowner to ensure the safe use of any of the recreation facilities.

FENCE MAINTENANCE

RE: Private (homeowner) fences. The policy of the association is that Owners are responsible for the repair and/or replacement of fences that serve to enclose the rear and/or side yard of all of the private Lots owned by a homeowner, even the fence that separates the Lot from common area open space. This policy is consistent with the governing documents which state that party (shared) fences are the responsibility of the lot owners.

DEDICATED OPEN SPACE

The Association has a duty to maintain all the open space that was deeded to the association by the developer. The open space was approved by the Town of Danville predevelopment as dedicated open space. *This land use designation cannot change.* Please be advised that replacement of fences must be on existing property lines and NO fence can encroach onto common area property owned by the association. Any other improvements or private property on Common Area Open Space will be removed by the association contractors.

APPROVED ROOFING MATERIAL PALETTE

Addition of composition shake to approved roofing material palette of the Association. The accepted product specs for composition shake are as follows:

- 450+ lbs per roofing square
- In color hues comparable to:
 - Grand Canyon in Black Oak, Sedona Sunset, Stone Wood and Storm Cloud Gray by GAF and
 - Presidential TL Shake in Autumn Blend, Charcoal Black, Shadow Gray and Country Gray* by CertainTeed.
- ALL roofing changes are subject to approval by the Architectural Committee by submitting an Architectural Application which must include a sample of the tile and color to be used.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO AMEND THE ABOVE RULES AS DEEMED NECESSARY FOR THE HEALTH AND SAFETY OF ALL HOMEOWNERS.

Northridge at Danville Owners Association

March, 2013

Dear Homeowners,

We are writing this letter as a reminder that the association has a duty to maintain all the open space that was deeded to the association by the developer. The open space was approved by the Town of Danville predevelopment as dedicated open space. *This land use designation cannot change.*

The Northridge at Danville Owners Association has a responsibility to maintain this space for the benefit of all lot owners. This includes maintenance of the native open space in compliance with the San Ramon Valley Fire Department fire abatement standards. In accordance with these standards, the association's landscape contractor works to maintain a buffer from private rear yard fences that abut the common area open space.

Please be advised that replacement of fences must be on existing property lines and NO fence can encroach onto common area property owned by the association.

Any other improvements or private property on Common Area Open Space will be removed by the association contractors.

Respectfully yours,

The Board of Directors

Northridge at Danville Owners Association

NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION

RULES & REGULATIONS

Dear Homeowners,

We are writing to inform homeowners of some recent disturbing activity that is taking place at the clubhouse parking lot and the pool and park areas between the hours of 10:00 PM and 5:00 AM:

- Nearby homeowners are constantly chasing people out of the parking lot and pool and park areas after hours. Recently, when asking a group of young people to leave, a homeowner was physically assaulted. The police were notified and a report filed.
- As a result, all homeowners will absorb the related costs in an effort to prevent the escalating problems. The following will become effective as of June 1:
 - Signs will be posted – *“PRIVATE PROPERTY – NO TRESPASSING, NO LOITERING - BETWEEN THE HOURS OF 10:00 PM AND 5:00 AM.”*
 - The Danville Police Department will have on file a “right of trespass” to enforce the Association’s rules. Anyone who refuses to abide by the rules will now be cited – not simply escorted off the property.
 - Private security services will be expanded at a cost to all homeowners.

The pool and nearby areas are common area property and as such is owned by all 375 lot owners. Please treat it with the same respect you would your home.

Without the cooperation of ALL homeowners, we cannot control these problems. Please review the Association’s rules and regulations with ALL members of your household.

Respectfully yours,

The Board of Directors

Northridge at Danville Owners Association

NORTHRIDGE AT DANVILLE OWNERS ASSOCIATION

CLUBHOUSE USE BY NONPROFIT ORGANIZATIONS

Several requests have been made in the past, asking if the clubhouse was available for use by nonprofit organizations at no cost. While the Board understands the need for meeting venues at no cost for these types of organizations, any use/rental of the clubhouse is not without costs to the Association. Therefore, at the September 8, 2009 Board Meeting, the Board of Directors added the following policy to the clubhouse rental agreement when renting the clubhouse at no charge to nonprofit organizations:

- *A MAXIMUM OF THREE ORGANIZATIONS A YEAR*
- *ONE MEETING PER MONTH, PER ORGANIZATION, MONDAY – THURSDAY*
- *A SIGNED CONTRACT BY RESPONSIBLE PARTY AND DEPOSIT IS REQUIRED AND WILL BE HELD UNTIL THE END OF CONTRACT PERIOD*
- *20% OF THE ORGANIZATIONS' MEMBERS MUST BE NORTHRIDGE HOMEOWNERS*
- *AGREEMENT IS FOR ONE YEAR AND DOES NOT AUTOMATICALLY ROLL OVER TO FOLLOWING YEAR*
- *REQUESTS WILL COME THROUGH MANAGEMENT AND BE REVIEWED ANNUALLY.*

If interested, please contact:

Property Management & Accounting, Inc.
563 Leisure Street
Livermore, CA 94551
925-454-1987
925-454-2702 FAX
hoamgmt@pmahoa.com

Property Management & Accounting, Inc.
563 Leisure Street
Livermore, CA 94551
(925) 454-1987 (925) 454-2702 FAX
Email: hoamgmt@aol.com

Northridge at Danville Owners Association

January 14, 2014

Dear Homeowners:

On the reverse side of this letter please find a copy of the approved Violation and Fine Policy for the Northridge at Danville Owners Association. Please add this document to your copy of the Associations' governing documents and rules and regulations.

This policy was approved by the Board of Directors at their meeting held January 7, 2014 and will be effective January 22, 2014.

If you have any questions, please feel free to contact our office.

Regards,

Lindy Johnson
Property Management & Accounting, Inc.

Encl: 2014 Fine Policy

Northridge at Danville Owners Association

Front Yard Artificial Turf Guidelines

The Board of Directors has created these Guidelines to ensure that the synthetic grass installed in front yards is of a high quality and has an appearance that closely resembles natural grass.

When submitting your architectural application, please include a copy of the manufacturer's specifications with the below items highlighted, showing that they meet the minimum standards.* You will also be required to submit a sample of the turf. After installation, the architectural committee may compare the approved sample to the product that is installed.

Coverage

Total coverage of artificial turf in front yards shall be less than 50 percent of the net soft-scape area which excludes the driveway, sidewalk and any paved areas.

Total Yarn Weight (aka Face Weight)

Total weight of the yarn above the backing per square yard - this will depend on several factors, including the length of the yarn (pile height) and the distance between the individual tufts (density). Generally, longer pile and thicker density will look more natural. Artificial turf shall be of the thatched variety only. **The total yarn weight must be greater than 70 oz. per square yard.**

Primary Backing

The primary backing materials are a fabric of one or more layers that provide stability for the grass. **The minimum weight is 7 oz. per square yard.**

Tuft Bind

Tuft bind refers to the force (measured in pounds) required to pull a tuft from the synthetic grass backing. **A minimum of 6.8 lbs. is recommended, but the higher the tuft bind, the better.**

Water Permeability Rate (Drainage)

In order to properly drain water from the lawn, the synthetic grass system must have a drain rate of at least 30" per hour.

Installation

Installation must be completed by a licensed contractor approved by the manufacturer. In order to ensure a natural appearance to the lawn, it is advised that natural undulations be incorporated into the design. Synthetic grass systems must include infill to help keep the synthetic grass from moving and to minimize the expansion and contraction with temperature changes. Crumb rubber infill material is not permitted. Natural materials such as silica sand are preferred.

The preparation of the base and drainage elements below the lawn should also be taken into consideration, as it will affect the final look and proper drainage of the installation. A minimum of 3 to

5 inches of compacted aggregate materials under the synthetic grass surfaces should be installed over soil stabilizing fabrics on top of the native soil conditions.

There must be a contour to the installed turf (not flat) so it will look like a natural lawn. Grass blades must be at least 2" (two inches) and no more than 3" (three inches) long.

Window types and locations must be considered prior to installation. Reflections from Low-E windows may cause artificial turf to fade and/or melt. Homeowner and installer must take steps to assure that no mold will grow under or on the synthetic product.

Extra synthetic grass from the same installation dye lot should be requested and kept on hand for future repairs that may arise. A minimum recommendation is 5 square feet.

Repair and Maintenance

Once installed, the ongoing maintenance will be a consideration as the Association will be concerned with any degradation of the turf (i.e. – seams splitting, discoloration, etc.). Some maintenance or repairs may be covered under the manufacturer warranty. For maintenance/repairs not covered under warranty, the owner should be prepared for out of pocket expense to restore the damaged area to a near-like condition that existed before the repair. Homeowners making repairs themselves may void the manufacturer warranty so repairs should be done by a professional installer as approved by the product manufacturer. Some examples of damage that may not be covered under warranty are accidentally mowing the synthetic turf, high-traffic areas showing wear, window reflection onto the turf that causes premature discoloration or damage.

*The Board has selected and approved the vendors and product types below, which meet or exceed the Association's guidelines.

Homeowners are free to choose some other product than what is shown below but that product must still meet the approved standards in terms of blade length, yard weight, etc. Additionally, alternative products must be manufactured in the US and be lead free.

Manufacturer	Product	Yarn Weight	Primary Backing	Permeability
SYNLawn	SL356	78 oz.	8.0 oz.	>30 in/hour
Heavenly Greens	HG92/T70/Fescue	92/70/70 oz.	>7.0 oz.	>30 in/hour

As the installation of each synthetic lawn will vary based on the size of the yard, preparation of base materials and product chosen, we have not included pricing for the pre-approved products. You can contact the following companies for quotes. (The Board does not endorse any specific vendors and does not receive any compensation for referrals.)

SYNLawn Bay Area
510-215-2000
www.synlawnbayarea.com

Heavenly Greens
408-723-4954
www.heavenlygreens.com