



Annual Package 2026

- Proxy Form (Form that requires signature of Annual Package if unable to attend the meeting)
- 2026 Budget Disclosures
- 2026 Projected Budget
- 2025 Annual Reserve Study and Disclosure Summary
- Certificate of Liability Insurance
- Alternative Dispute Resolution
- Assessment Collection Policy
- Notice and Application for Board of Directors - 2 positions will be up for term
- Gate/Emergency Form - Please fill out to make sure Rita has your current contact information
- Rules and Regulations- Adopted 6/2024



PROXY

Proxy voting is not allowed.

This Proxy is only to establish quorum (more than 50% of the Voting Power of the Association). Without quorum, a meeting cannot be held. Any voting matters will be based on only the majority of the membership present at the meeting. To cast a vote, a member must be present at the meeting.

Meeting Name: Annual Meeting of Membership

Meeting Date: February 25, 2026 -5:30pm

Meeting Location: RIE Country Club, 31989 River Island Dr. Porterville

I am unable to attend the above meeting and do hereby designate the following member as my proxy for this meeting for quorum.

Member for proxy: _____

Member's Printed Name: _____

Member's Signature: _____

Address/RIE Lot No. & Phase: _____

Date: _____

NOTICE REGARDING USE OF THIS PROXY FORM: *This Proxy must be turned in for the Owner who gives the Proxy.*



2026 Budget and Disclosures

Dear Homeowners,

In keeping with California's annual disclosure requirements, we're providing the Association's 2026 projected operating budget and related information for your review. The budget is based on the first 10 months of 2025 with appropriate adjustments for items which are not monthly costs.

As we prepare for the year ahead, the Board of Directors would like to thank each of you for your continued support, patience, and participation in our Association. Maintaining our community's beauty, safety, and shared amenities is a partnership, and we appreciate every household's commitment to keeping our neighborhood a wonderful place to live.

Each year, the Board is required to review the Association's financial needs and adopt a budget that supports the essential services our community relies on—landscaping, pool operations, insurance, gate maintenance, management services, and the Wastewater Treatment Plant (WWTP). After careful analysis of current contracts, projected expenses, and long-term reserve planning, the Board proposes this 2026 budget.

We understand that any rise in dues affects our homeowners, and the Board approached this year's budget with compassion, caution, and an emphasis on minimizing impact wherever possible. Several factors outside the Association's control have contributed to increased costs for 2026:

1. Rising Landscaping and Utility Costs

Landscaping remains our largest expense, and both labor and water costs have continued to rise across California. In addition, many of our irrigation and drainage systems are aging and require more frequent maintenance and repairs. These combined factors directly affect our ability to maintain common areas, trees, and irrigation systems safely and effectively.

2. Insurance Premium Increases

Insurance markets in California have tightened significantly, leading to higher premiums for property and liability coverage. These increases are statewide and unavoidable for HOA communities like ours.

3. Wastewater Treatment Plant (WWTP) Operational and Maintenance Costs

State regulations, utility rate changes, and increases in operational fees have raised the cost of maintaining the WWTP. Additionally, several structural components now require maintenance, repair, and/or replacement. Addressing these needs ensures that our system remains safe, compliant, and functioning reliably for all residents.

4. Responsible Reserve Funding

Saving for long-term repairs is essential. Reserve contributions help ensure we are prepared for major expenses such as roadwork, structural repairs, or large-scale equipment replacement. The Reserve Fund is projected to reach \$405,785.00 in 2026. This amount does not include future reserve projects, nor does it include funds spent on the 2023 catastrophic flooding. The catastrophic flooding expenses will be restored when the approved emergency assessment is issued.

What the Updated Budget Means for Homeowners

Beginning in February 2026, monthly dues will be:

- Developed Lots: \$335.00 per month
- Vacant Lots: \$250.00 per month
- Outside WWTP Accounts: \$95.00 per month

These amounts include general operating expenses, WWTP fees, and reserve contributions. While this represents an increase from last year, it ensures the Association can meet its obligations without reducing service levels or delaying essential maintenance.

Committed to Transparency and Community Well-Being

The Board takes seriously its responsibility to steward Association funds with care, transparency, and integrity. We are committed to balancing affordability for homeowners with the need to preserve our shared assets and maintain a safe, attractive community for everyone.

We know that financial changes can be stressful, and we want to assure you that every decision was made with the well-being of our homeowners and the long-term stability of our neighborhood in mind.

As part of the Annual Meeting, we will be holding elections for two (2) Board Directors positions whose terms are expiring. Serving on the Board is a great way to get involved, contribute to the community, and help guide important decisions. Homeowners interested in volunteering or learning more are encouraged to contact Rita or speak with a current Board member.

Thank you again for your understanding, cooperation, and commitment to our shared neighborhood. We look forward to a positive and productive year ahead.

	Caliber GL Code	Per Unit	Monthly	2026 Budget
I. INCOME - Excluding W.W.T.P.				
A. Monthly Homeowner's Assessments*				
1. Developed Lots.....75 Units	4030	\$185.00	13,875.00	\$166,500.00
2. Vacant Lots..... 26 Units	4030	\$120.00	3,120.00	\$37,440.00
Total Monthly Assessments				\$203,940.00
B. Developer Fees	4035			\$600.00
C. Interest	4040			\$100.00
D. Late Fees	4050			\$700.00
E. Collection Fees	4060			\$1,330.00
F. Miscellaneous Income	4200			\$300.00
Total General Operating Income **Excluding WWTP**				\$206,970.00
II. EXPENSES				
A. Landscaping Expense				
1. Water	5205	\$11.14	1,125.00	\$13,500.00
2. Landscape Contractor	5200	\$83.56	8,440.00	\$101,280.00
3. Misc. Supplies and repair/maintenance	5210	\$3.96	400.00	\$4,800.00
4. Special Projects (Tree Trimming/Spraying)	5215	\$1.98	200.00	\$2,400.00
5. Pest Control	5460	\$0.69	70.00	\$840.00
Total Landscaping Expense		\$101.34		\$122,820.00
B. Pool/Recreation Expense				
1. Power/Gas	5250	\$2.06	208.33	\$2,500.00
2. Water	5255	\$4.13	416.67	\$4,000.00
3. Pool Service Contractor	5260	\$4.95	500.00	\$6,000.00
4. Pool house cleaning	5265	\$0.00	0.00	\$0.00
5. Chemicals and Supplies	5270	\$0.41	41.66	\$500.00
6. Repairs/Maintenance	5275	\$1.58	160.00	\$1,920.00
7. Annual Permit	5280	\$0.66	66.67	\$800.00
8. Trash removal	5285	\$0.41	41.67	\$500.00
9. Pool - Internet	5290	\$0.50	\$50.00	\$600.00
Total Pool/Recreation Expense		\$14.70		\$16,820.00
C. Gates				
1. Power	5360	\$0.41	41.67	\$500.00
2. Telephone	5365	\$1.34	135.00	\$1,620.00
3. Repairs and Maintenance	5370	\$0.83	83.33	\$1,000.00
3. Gate Remotes – Resident reimburse	5185	\$0.00	0.00	\$0.00
Total Gate Expense		\$2.57		\$3,120.00
D. Insurance				
1. General Liability and Property Coverage	5170	\$18.81	1,900.00	\$22,800.00
Total Insurance Expense		\$18.81		\$22,800.00
E. Miscellaneous Expenses				
1. Financial Management Fee	5100	\$9.08	916.67	\$11,000.00
2. Tax Preparation	5111	\$1.40	141.67	\$1,700.00
3. Epicenter Mgmt Phone Line	5115	\$0.74	75.00	\$900.00
4. Epicenter Administrative Mgmt	5116	\$12.38	1,250.00	\$15,000.00
5. Bank Charges	5130	\$0.17	16.67	\$200.00
6. Computer/Internet Design	5125	\$0.30	30.00	\$360.00
7. Legal Services	5120	\$2.48	250.00	\$3,000.00
8. Community Office Supplies	5135	\$0.25	25.00	\$300.00
9. Printing & Postage	5140	\$0.41	41.00	\$492.00
10. Website	5150	\$0.34	34.00	\$408.00
11. Taxes	5180	\$0.04	4.17	\$50.00

12. Dues & Subscriptions	5120	\$0.38	38.33	\$460.00
13. Reserve Study Preparation		\$0.83	83.33	\$1,000.00
Total Miscellaneous Expense		\$28.77		\$34,870.00
F. Phase III Expenses				
1. Property Taxes	5500	\$1.24	125.00	\$1,500.00
2. Landscaping & Maintenance	5505	\$4.16	420.00	\$5,040.00
3. Misc. Expense	5510	\$0.00	0.00	\$0.00
Total Phase III Expenses		\$5.40		\$6,540.00
GENERAL OPERATING EXPENSES		\$171.59		\$206,970.00
A. WWTP Monthly Homeowner's Assessment				
1. Total Developed Units -75	4030	95.00	7,125.00	\$85,500.00
2. Total Vacant Units - 26	4030	75.00	1,950.00	\$23,400.00
2. Outside Hookups - 6 Units	4030	95.00	570.00	\$6,840.00
WWTP Total Income				\$115,740.00
II. WWTP - Expenses - Based on 107 Units				
A. Power	5300	12.62	1,350.00	\$16,200.00
B. Water	5310	2.10	225.00	\$2,700.00
C. Telephone	5340	1.26	135.00	\$1,600.00
D. License Fee	5345	2.34	250.00	\$3,000.00
E. Central Cal Waterworks Operational Fees	5350	48.60	5,200.00	\$62,400.00
F. Misc. Repairs & Maintenance	5355	22.77	\$2,436.67	\$29,240.00
G. WWTP - Internet	5352	0.37	\$40.00	\$600.00
Total W.W.T.P. Expenses		89.69		\$115,740.00
I. *** RESERVE ACCOUNT FUNDING ***				
A. Monthly Assessment - 101 Units	4030	\$55.00	\$5,555.00	\$66,660.00
B. Bank Interest income				\$8,125.00
C. Reserve Balance as of 11/25/2025				\$331,000.00
Total Reserve				\$405,785.00
Additional Months:				\$0.00
*** Reserve Account Balance ***				\$405,785.00
Reserve Outstanding Projects 2026	8000			\$0.00
*** Reserve Account 2026 Projected Balance ***				\$405,785.00
Total Income, including Dues, WWTP Fee, Reserve Fee				
Total 6 Outside WWTP Service		\$95.00	\$570.00	\$6,840.00
Total 26 Vacant Lots (4 HOA not included)		\$250.00	\$6,500.00	\$78,000.00
Total 75 Developed Lots		\$335.00	\$25,125.00	\$301,500.00
TOTAL DUES 2026				\$386,340.00
II. Expenses - 2023 Leach Line Natural Disaster				
	Code	Per Unit	Monthly	24/25 Expenses
A. Engineering - Consultant	5600	1.39	948.62	104,348.00
B. Legal	5610	1.39	153.09	16,840.00
C. Repairs/Construction	5620	0.10	11.11	1,221.71
D. Testing	5630	0.00	0.00	0.00
E. Permits	5640	0.00	0.00	0.00
F. Misc.	5650	0.01	1.36	150.00
Total Expenses in 2024 and 2025, before construction		10.13	1,114.18	\$122,559.71

EXECUTIVE SUMMARY

RIVER ISLAND EAST HOA

Association Name: RIVER ISLAND EAST HOA
 Address: Montgomery Dr, Springville, CA 93265

Association Type:	Single Family Homes	Current Fiscal Year:	2025
Number of Units:	101	Current Year End Fully Funded Reserves:	\$813,534
Year Built:	Phase I- 1993, Phase II- 2003	Current Year Annual Liability:	\$89,675
Fiscal Year Begins:	January 01	Current Year End Percent Funded:	43.02%
Starting Fiscal Year:	2026	Average Reserve Deficit (Surplus)/Unit:	\$4,589.44
Monthly Dues:	\$230 - \$315		
End of Current Year Projected Reserves:	\$350,000		
Current Annual Reserve Contribution:	\$60,600		
Reserve Account Interest Rate %:	0.50		
Annual Inflation Rate %:	3.00		
Reserve Account Interest Tax Rate %:	25.00		
Minimum Reserve Balance:	\$0		
Contingency %:	5.00		

Reserve Study Type: Full, with site inspection
 Site Inspection Date: Nov 11, 2025 by RSS
 Reserve Study Date: Nov 14, 2025

RECOMMENDED RESERVE CONTRIBUTION INCREASES

2026	Reserve contribution increase by 40.00%
2027	Reserve contribution increase by 28.57%
2028	Reserve contribution increase by 22.22%
2029-2055	Reserve contribution increase by 2.85%

For full details see recommended 30-year reserve funding plan

RECOMMENDED FUNDING PLAN, SIX-YEAR SUMMARY

Year	2026	2027	2028	2029	2030	2031
Special assessments:	\$0	\$0	\$0	\$0	\$0	\$0
Recommended annual reserve contribution:	\$84,840	\$109,080	\$133,320	\$137,120	\$141,028	\$145,047
Contribution per unit/month:	\$70.00	\$90.00	\$110.00	\$113.13	\$116.36	\$119.68
Contribution increase on the year before per unit/month:	\$20.00	\$20.00	\$20.00	\$3.13	\$3.22	\$3.32
Recommended reserve contribution increase %:	40.00%	28.57%	22.22%	2.85%	2.85%	2.85%
Annual expenses:	\$241,928	\$193,133	\$82,003	\$69,313	\$5,198	\$25,563
End of year balance:	\$194,383	\$111,263	\$163,247	\$231,923	\$368,887	\$490,026
Accrued liability:	\$666,731	\$593,493	\$632,184	\$687,813	\$812,406	\$923,646
Percent funded:	29.15%	18.75%	25.82%	33.72%	45.41%	53.05%
Deficiency/(Surplus) per unit:	\$4,677	\$4,775	\$4,643	\$4,514	\$4,391	\$4,293

RESERVE COMPONENTS

RIVER ISLAND EAST HOA

Inflation Rate	%	3	Current	Forecast	Unit	Cost	Description	
Fiscal Year End Dec 31	Repair %	Replace	Repair	Life	Quantity	Unit	Cost	
Reserve Components				Total Rem				
ROAD MAINTENANCE								
1 - Asphalt Sealcoat & Striping			63061	7	3	180175 sq ft	0.35	Asphalt sealcoat & striping budget every 7 years, Phase 1 & 2
2- Asphalt Cut & Patch	5		36035	7	2	180175 sq ft	4.00	Asphalt cut & patch repair at 5% of total every 7 years, Phase 1 & 2
3- Asphalt Replace/Overlay, Ph 1	50		216250	42	10	108125 sq ft	4.00	Asphalt remove & replace at 50% or 100% overlay every 42 years, Ph 1
4- Asphalt Replace/Overlay, Ph 2	50		144100	42	20	72050 sq ft	4.00	Asphalt remove & replace at 50% or 100% overlay every 42 years, Ph 2
5- Concrete Curb & Gutter, Phase 1	5		11812	10	1	5250 ft	45.00	Concrete curb & gutter repair budget at 5% of total every 10 years, Ph 1
6- Concrete Curb & Gutter, Phase 2	5		6633	10	1	2948 ft	45.00	Concrete curb & gutter repair budget at 5% of total every 10 years, Ph 2
7- Stamped Concrete Driveway	10		17138	15	9	6855 sq ft	25.00	Stamped concrete & concrete drives repair budget at 10% every 15 years
8- Concrete Sidewalk	10		4950	10	1	1980 sq ft	25.00	Concrete sidewalk repair budget at 10% of total every 10 years
9- Concrete Valley Gutter	50		1600	15	2	32 ft	100.00	Concrete 6 ft valley gutter repair budget at 50% of total every 15 years
GATE EQUIPMENT								
10- Entry Phone, Montgomery			11000	15	8	1 each	11000.00	Entry Phone system, Door King #1814, replace budget every 15 years
11- Swing Gate Opener, Montgomery			9000	15	8	2 each	4500.00	Swing gate opener, Elite #CSW-200-UJL, replace budget every 15 years
12- Sensors, Montgomery			2500	15	9	3 each	833.33	Vehicle sensor replacement budget every 15 years
13- Entry Phone, River Island			11000	15	8	1 each	11000.00	Entry Phone system, Door King #1814, replacement budget every 15 years
14- Sliding Gate Opener, River Island			9000	15	8	2 each	4500.00	Sliding gate opener, Door King #9150-080, replace budget every 15 years
15- Sensors, River Island			2500	15	8	3 each	833.33	Vehicle sensor replacement budget every 15 years
FENCES, WALLS & GATES								
16- Perimeter Wall, 5 ft, Paint & Repair			2660	15	2	190 ft	14.00	Perimeter wall, 5 ft, repair & paint budget every 15 years
17- Perimeter Wall, 6ft, Paint & Repair			9968	15	2	623 ft	16.00	Perimeter wall, 6 ft, repair & paint budget every 15 years
18- Split Rail Wood Fence, 3 ft	7		14314	10	0	6816 ft	30.00	Wood split-rail fence repair/replace budget at 7% of total every 10 years
19- Metal Fence, 5', Repair & Paint			12089	7	1	1099 ft	11.00	Metal fences, 5 ft high, repair & paint budget every 7 years
20- Metal Gates, Repair & Paint			3600	7	1	4 each	900.00	Metal gates repair & paint budget every 7 years
21- Emergency Gate, Repair & Paint			900	7	1	1 each	900.00	Metal emergency gates repair & paint budget every 7 years
22- Vehicle Entry Gates	25		3500	12	11	4 each	3500.00	Metal vehicle entry gates replace budget at 1 out of 4 gates every 12 years
23- Metal Fences Replace	50		27475	21	12	1099 ft	50.00	Metal fences replace budget at 50% of total every 21 years
LANDSCAPING								
24- Irrigation Timer, 18 Station			1100	20	17	1 each	1100.00	Irrigation timer replacement budget every 20 years
25- Irrigation Timer, 24 Station			2250	20	17	2 each	1125.00	Irrigation timer replacement budget every 20 years
26- Irrigation Valves			3600	3	0	12 each	300.00	Irrigation valve replacement budget at 12 units every 3 years
27- Landscaping & Trees			16000	3	0	1 budget	16000.00	Landscape improvement & tree maintenance budget every 3 years

RESERVE COMPONENTS

RIVER ISLAND EAST HOA

Inflation Rate	3	Current	Forecast	Unit	Description
Fiscal Year End Dec 31	Repair %	Replace	Life	Quantity	Unit
Reserve Components	Cost	Life	Total Rem	Unit	Cost

POOL

28- Cabana Exterior Repair & Paint	3300	12	2	1100 sq ft	3.00	Stucco repair & paint budget every 12 years
29- Cabana Interior Paint	2048	12	7	1365 sq ft	1.50	Cabana interior paint budget every 12 years
30- Cabana Interior Light	1050	25	21	6 each	175.00	Cabana interior light replacement budget every 25 years
31- Cabana Exhaust Fan 1/6 hp	800	25	21	2 each	400.00	Cabana exhaust fan replacement budget every 25 years
32- Restrooms & Shower Remodel	8000	30	6	1 budget	8000.00	Restrooms & shower remodel & fixture replace budget every 30 years
33- Pool area furniture	7500	7	3	1 each	7500.00	Pool area furniture replacement budget every 7 years
34- Pool Pump	2750	12	8	2 each	1375.00	Pool pump replacement budget every 12 years
35- Pool Filter	2750	15	11	2 each	1375.00	Pool filter replacement budget every 15 years
36- Pool Chlorinator	1500	6	2	1 each	1500.00	Pool chlorinator replacement budget every 6 years
37- Separation Tank	1750	15	11	2 each	875.00	Separation tank replacement budget every 15 years
38- Pool Deck Repair	10863	10	9	4345 sq ft	25.00	Pool deck repair budget at 10% of total every 10 years
39- Pool Resurface	46500	15	0	3100 sq ft	15.00	Pool replaster budget every 15 years
40- Pool Tile & Coping	22400	30	0	224 ft	100.00	Pool tile replace & coping repair budget every 30 years

WASTE WATER TREATMENT

41- Plant Building Paint	5000	18	1	1 budget	5000.00	Plant exterior paint budget every 18 years
42- Chain Link Fence Repair	3000	16	0	1 budget	3000.00	Chain link fence repair/replace budget every 16 years
43- Tank Refurbishment	110000	15	2	1 budget	110000.00	Tank refurbishment work budget every 15 years
44- Generator Repair	41000	25	7	1 budget	41000.00	Generator repair budget every 25 years
45- Pumps	24000	6	0	11 each	6000.00	Pumps replacement budget at 4 out of 11 every 6 years
46- Blowers	26000	8	1	7 each	6500.00	Blower repair/replacement budget at 4 units out of 7 every 8 years
47- Electrical Panel	36500	25	7	1 budget	36500.00	Electrical improvement budget every 25 years
48- Filters	54000	25	7	4 each	13500.00	Filter repair/replacement budget every 25 years
49- UV System Reactor	12500	20	2	1 budget	12500.00	UV System reactor repair/replacement budget every 20 years
50- UV System Others	6500	3	0	1 budget	6500.00	UV System, lamps, gaskets & wiper repair/replace budget every 3 years
51- Disposal Field	100000	15	14	1 budget	100000.00	Disposal field improvement budget every 15 years
52- Equipment Repair/Overhaul	22000	3	0	1 budget	22000.00	Equipment repair/overhaul/improve budget every 3 years

RIVER ISLAND EAST HOA

RESERVE COMPONENTS

Inflation Rate	% 3			Current		Forecast		Unit		Description	
Fiscal Year End Dec 31	Repair %	Replace	Repair %	Cost	Life	Life	Total Rem	Quantity	Unit	Cost	Description
Reserve Components											
LIGHTING											
53- Landscape Lights		5800	20	18	29	each	200.00				Fluorescent, flood & well light fixture replace budget every 20 years
54- Yard Pole Lights		8250	30	6	11	each	750.00				Pole light fixture replace & pole repair every 30 years, 4ft, 8ft & 10ft poles
55- Cabana Lights		675	25	6	5	each	135.00				Exterior cabana light replacement budget every 25 years
56- Lighting Timer		1100	25	1	4	each	275.00				Intermatic timer #T101 replacement every 25 years
OTHERS											
57- Sewer Line & Storm Drain		9000	5	4	1	budget	9000.00				Sewer line & storm drain periodical inspection/repair budget every 5 years
58- Monument & Signs		3000	10	8	1	budget	3000.00				Monument & signs replacement budget every 10 years

59- Unplanned Project Fund 5 4484 1 1 1 budget 4483.76 5% of Annual liability for unplanned or emergency projects

30 YEAR RESERVE FUNDING PLAN (RECOMMENDED)

RIVER ISLAND EAST HOA

Calendar Year	Starting Reserve Balance	Total Annual Expenditure	Annual Reserve Contribution	Reserve Contribution Increase			Special Assessment	Interest Received	Tax on Interest	End of Year Balance	Fully Funded Balance	Percent Funded	Deficiency Surplus () Per Unit
				Annual Reserve Contribution	Contribution Increase	Per Unit Increase							
				Per Month	%	Per Month							
2026	\$350,000	\$241,928	\$84,840	\$70.00	40.00	\$20.00	\$0	\$1,962	\$491	\$194,383	\$666,731	29.15%	\$4,677
2027	\$194,383	\$193,133	\$109,080	\$90.00	28.57	\$20.00	\$0	\$1,245	\$311	\$111,263	\$593,493	18.75%	\$4,775
2028	\$111,263	\$82,003	\$133,320	\$110.00	22.22	\$20.00	\$0	\$890	\$222	\$163,247	\$632,184	25.82%	\$4,643
2029	\$163,247	\$69,313	\$137,120	\$113.13	2.85	\$3.13	\$0	\$1,159	\$290	\$231,923	\$687,813	33.72%	\$4,514
2030	\$231,923	\$5,198	\$141,028	\$116.36	2.85	\$3.22	\$0	\$1,512	\$378	\$368,887	\$812,406	45.41%	\$4,391
2031	\$368,887	\$25,563	\$145,047	\$119.68	2.85	\$3.32	\$0	\$2,207	\$552	\$490,026	\$923,646	53.05%	\$4,293
2032	\$490,026	\$258,436	\$149,181	\$123.09	2.85	\$3.41	\$0	\$2,823	\$706	\$382,888	\$808,723	47.34%	\$4,216
2033	\$382,888	\$89,716	\$153,432	\$126.59	2.85	\$3.51	\$0	\$2,298	\$575	\$448,328	\$862,546	51.98%	\$4,101
2034	\$448,328	\$138,332	\$157,805	\$130.20	2.85	\$3.61	\$0	\$2,636	\$659	\$469,778	\$872,947	53.82%	\$3,992
2035	\$469,778	\$456,118	\$162,303	\$133.91	2.85	\$3.71	\$0	\$2,755	\$689	\$178,029	\$569,559	31.26%	\$3,877
2036	\$178,029	\$69,479	\$166,928	\$137.73	2.85	\$3.82	\$0	\$1,307	\$327	\$276,459	\$647,505	42.70%	\$3,674
2037	\$276,459	\$45,566	\$171,686	\$141.65	2.85	\$3.93	\$0	\$1,812	\$453	\$403,938	\$755,613	53.46%	\$3,482
2038	\$403,938	\$112,466	\$176,579	\$145.69	2.85	\$4.04	\$0	\$2,461	\$615	\$469,896	\$804,091	58.44%	\$3,309
2039	\$469,896	\$178,915	\$181,611	\$149.84	2.85	\$4.15	\$0	\$2,804	\$701	\$474,695	\$791,723	59.96%	\$3,139
2040	\$474,695	\$32,831	\$186,787	\$154.11	2.85	\$4.27	\$0	\$2,840	\$710	\$630,782	\$929,340	67.87%	\$2,956
2041	\$630,782	\$216,826	\$192,111	\$158.51	2.85	\$4.39	\$0	\$3,634	\$909	\$608,792	\$891,492	68.29%	\$2,799
2042	\$608,792	\$382,837	\$197,586	\$163.02	2.85	\$4.52	\$0	\$3,538	\$884	\$426,194	\$691,030	61.68%	\$2,622
2043	\$426,194	\$22,615	\$203,217	\$167.67	2.85	\$4.65	\$0	\$2,639	\$860	\$608,776	\$849,445	71.67%	\$2,383
2044	\$608,776	\$181,479	\$209,009	\$172.45	2.85	\$4.78	\$0	\$3,566	\$892	\$638,980	\$858,558	74.42%	\$2,174
2045	\$638,980	\$276,035	\$214,965	\$177.36	2.85	\$4.91	\$0	\$3,732	\$933	\$580,710	\$778,342	74.61%	\$1,957
2046	\$580,710	\$81,933	\$221,092	\$182.42	2.85	\$5.05	\$0	\$3,456	\$864	\$722,462	\$894,923	80.73%	\$1,708
2047	\$722,462	\$156,493	\$227,393	\$187.62	2.85	\$5.20	\$0	\$4,181	\$1,045	\$796,497	\$945,695	84.22%	\$1,477
2048	\$796,497	\$170,752	\$233,874	\$192.97	2.85	\$5.35	\$0	\$4,567	\$1,142	\$863,043	\$989,145	87.25%	\$1,249
2049	\$863,043	\$210,766	\$240,539	\$198.46	2.85	\$5.50	\$0	\$4,917	\$1,229	\$896,504	\$999,459	89.70%	\$1,019
2050	\$896,504	\$214,788	\$247,394	\$204.12	2.85	\$5.66	\$0	\$5,101	\$1,275	\$932,937	\$1,011,803	92.21%	\$781
2051	\$932,937	\$32,098	\$254,445	\$209.94	2.85	\$5.82	\$0	\$5,301	\$1,325	\$1,159,259	\$1,213,121	95.56%	\$533
2052	\$1,159,259	\$9,960	\$261,697	\$215.92	2.85	\$5.98	\$0	\$6,451	\$1,613	\$1,415,834	\$1,448,709	97.73%	\$325
2053	\$1,415,834	\$127,172	\$269,155	\$222.08	2.85	\$6.15	\$0	\$7,752	\$1,938	\$1,563,632	\$1,580,428	98.94%	\$166
2054	\$1,563,632	\$332,124	\$276,826	\$228.40	2.85	\$6.33	\$0	\$8,510	\$2,128	\$1,514,716	\$1,517,608	99.81%	\$29
2055	\$1,514,716	\$98,350	\$284,716	\$234.91	2.85	\$6.51	\$0	\$8,285	\$2,071	\$1,707,296	\$1,693,335	100.82%	(\$136)

30 YEAR RESERVE FUNDING PLAN (WITH NO INCREASE IN CONTRIBUTION)

RIVER ISLAND EAST HOA

Calendar Year	Starting Reserve Balance	Total Annual Expenditure	Annual Reserve Contribution	Reserve Contribution Increase			Interest Received	Tax on Interest	End of Year Balance	Fully Funded Balance	Percent Funded	Deficiency Surplus () Per Unit
				Annual Reserve Contribution	Contribution Per Unit	Contribution Increase %						
2026	\$350,000	\$241,928	\$60,600	\$50.00	0.00	\$0	\$1,902	\$475	\$170,098	\$666,731	25.51%	\$4,917
2027	\$170,098	\$193,133	\$60,600	\$50.00	0.00	\$0	\$1,002	\$250	\$38,316	\$593,493	6.46%	\$5,497
2028	\$38,316	\$82,003	\$60,600	\$50.00	0.00	\$0	\$343	\$86	\$17,170	\$632,184	2.72%	\$6,089
2029	\$17,170	\$69,313	\$60,600	\$50.00	0.00	\$0	\$237	\$59	\$8,635	\$687,813	1.26%	\$6,725
2030	\$8,635	\$5,198	\$60,600	\$50.00	0.00	\$0	\$195	\$49	\$64,183	\$812,406	7.90%	\$7,408
2031	\$64,183	\$25,563	\$60,600	\$50.00	0.00	\$0	\$472	\$118	\$99,574	\$923,646	10.78%	\$8,159
2032	\$99,574	\$258,436	\$60,600	\$50.00	0.00	\$0	\$649	\$162	(\$97,774)	\$808,723	-12.09%	\$8,975
2033	(\$97,774)	\$89,716	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$126,891)	\$862,546	-14.71%	\$9,796
2034	(\$126,891)	\$138,332	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$204,622)	\$872,947	-23.44%	\$10,669
2035	(\$204,622)	\$456,118	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$600,141)	\$569,559	-105.37%	\$11,581
2036	(\$600,141)	\$69,479	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$609,019)	\$647,505	-94.06%	\$12,441
2037	(\$609,019)	\$45,566	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$593,985)	\$755,613	-78.61%	\$13,362
2038	(\$593,985)	\$112,466	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$645,850)	\$804,091	-80.32%	\$14,356
2039	(\$645,850)	\$178,915	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$764,165)	\$791,723	-96.52%	\$15,405
2040	(\$764,165)	\$32,831	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$736,396)	\$929,340	-79.24%	\$16,492
2041	(\$736,396)	\$216,826	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$892,622)	\$891,492	-100.13%	\$17,664
2042	(\$892,622)	\$382,837	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,214,859)	\$691,030	-175.80%	\$18,870
2043	(\$1,214,859)	\$22,615	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,176,874)	\$849,445	-138.55%	\$20,063
2044	(\$1,176,874)	\$181,479	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,297,752)	\$858,558	-151.15%	\$21,350
2045	(\$1,297,752)	\$276,035	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,513,187)	\$778,342	-194.41%	\$22,688
2046	(\$1,513,187)	\$81,933	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,534,520)	\$894,923	-171.47%	\$24,054
2047	(\$1,534,520)	\$156,493	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,630,413)	\$945,695	-172.40%	\$25,506
2048	(\$1,630,413)	\$170,752	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,740,565)	\$989,145	-175.97%	\$27,027
2049	(\$1,740,565)	\$210,766	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,890,731)	\$999,459	-189.18%	\$28,616
2050	(\$1,890,731)	\$214,788	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$2,044,919)	\$1,011,803	-202.11%	\$30,265
2051	(\$2,044,919)	\$32,098	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$2,016,417)	\$1,213,121	-166.22%	\$31,976
2052	(\$2,016,417)	\$9,960	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$1,965,777)	\$1,448,709	-135.69%	\$33,807
2053	(\$1,965,777)	\$127,172	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$2,032,348)	\$1,580,428	-128.59%	\$35,770
2054	(\$2,032,348)	\$332,124	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$2,303,873)	\$1,517,608	-151.81%	\$37,836
2055	(\$2,303,873)	\$98,350	\$60,600	\$50.00	0.00	\$0	\$0	\$0	(\$2,341,622)	\$1,693,335	-138.28%	\$39,950

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY

RIVER ISLAND EAST HOA Nov 14, 2025, For the Fiscal Year Ending Dec 31, 2025

- (5) All major components are included in the reserve study and are included in its calculations.
- (6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$813,534, based in whole or in part on the last reserve study or update prepared by Reserve Study Specialists as of Nov 14, 2025. The projected reserve fund cash balance at the end of current fiscal year is \$350,000, resulting in reserves being 43.02% percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$350,000. (See attached explanation)
- (7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is (SEE ATTACHED 30 YEAR FUNDING PLAN) and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is (SEE ATTACHED 30 YEAR FUNDING PLAN) leaving the reserve at (SEE ATTACHED 30 YEAR FUNDING PLAN) percent funding. If the Reserve Funding Plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be (SEE ATTACHED 30 YEAR FUNDING PLAN), leaving the reserve at (SEE ATTACHED 30 YEAR FUNDING PLAN) percent funding.

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 0.50 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00 percent per year.

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 55530 [sic; s/b 5550]. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.

[Civil Code Section 5570 (b)(4) referred to paragraphs (6) and (7) provides : "For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund in accordance with this calculation."]

DISCLAIMER: The information contained in this disclosure is a PROJECTION ONLY. Because the reserve study is a projection, the estimated lives and costs of components will likely change over time depending on a variety of factors such as (i) future inflation rates, (ii) levels of maintenance applied by future boards, unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience longer lives while others will experience premature failures. Some components may cost less at the time of replacement while others may cost more.



RIVEISL-01

MHERNANDEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D44424 INSURICA PO Box 1960 Porterville, CA 93258	CONTACT NAME: Mayra Hernandez PHONE (A/C, No, Ext): (559) 784-5113 E-MAIL ADDRESS: Mayra.Hernandez@INSURICA.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Princeton Excess & Surplus Lines Insurance Company		NAIC # 10786
INSURED River Island East Homeowners Association c/o Marty Lalanne, CPA 32903 Riverside Dr. Springville, CA 93265	INSURER B: American Family Home Insurance Company		23450
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			T9A3CP0000214 01	10/22/2025	10/22/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/OP AGG \$ 3,000,000
							HIRED AND NONOW \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			T9A5FF0000191 01	10/22/2025	10/22/2026	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$
							Aggregate \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	Property			T9A3CP0000214 00	10/22/2024	10/22/2025	Real Prop \$ 1,672,571

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Homeowners Association. Premises and Property includes common area, two entrance gates, gated swimming pool incl structures and sewer treatment plant. Management Liability (Directors & Officers) included.

Property Deductible \$5,000
General Liability Deductible \$10,000

CERTIFICATE HOLDER All HOA Members & Property Owners Proof of insurance only XXXXXXXXXXXXXXXXXXXX Springville, CA 93265	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ALTERNATIVE DISPUTE RESOLUTION SUMMARY

SUMMARY OF CIVIL CODES: 5952 – 5965

Sections 1952 – 5965 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the association’s governing documents, the filing party “shall endeavor” to submit the dispute to alternative dispute resolution (“ADR”). Forms of ADR include mediation, negotiation, and binding or nonbinding arbitration. This provision does not apply to the filing of cross-complaints. The ADR process is initiated by one party serving a request for resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 5952 to 5965. If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a certification of compliance indicating the party has complied with the requirements of Sections 5952 to 5965. Filing to do so would be grounds for challenging the lawsuit. Although the prevailing party is entitled to reasonable attorney’s fees and costs, the court may consider a party’s refusal to participate in ADR when making the award. A description of the Association’s internal dispute resolution process, as required by Civil Code Section 5920, is attached.

NOTICE: *Failure of any member of the association to comply with the alternative dispute resolution requirements of 5930 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 or the applicable law.*

INTERNAL DISPUTE RESOLUTION

Meet & Confer. Associations must provide a “fair, reasonable and expeditious” procedure for resolving dispute between the resolving dispute between the association and its members without changing a fee to the member participating in the process. Civil Code 5910. The process is referred to as “Internal Dispute Resolution” (IDR) or “Meet and Confer.”

Default Procedure: If an association does not establish its own procedures, then the following procedures automatically apply (Civil Code 5915):

1. Either the association or the member may request that the other side meet and confer in an effort to resolve the dispute. The request must be in writing. The association may not refuse such a request, and the member may not be charged a fee to participate in the process.
2. The association must designate a board member to attend the meet and confer session.
3. The meeting must occur promptly at a mutually convenient time and place. At the meeting, the parties must explain their positions to each other and must confer in good faith in an effort to resolve the dispute.
4. If the parties agree on a resolution of the dispute, the agreement must be put in writing and signed by the parties. The agreement is binding and can be enforced by the courts if:
 - a. It is not conflict with the law or the governing documents and

- b. The association's representative had the authority to enter into the settlement or the settlement is ratified by the board.

NOTICE: Associations must notify their members of both ADR and IDR dispute resolution procedures.

Rules Enforcement Appeals: There is not specific appeals procedure described in the Davis-Stirling Act for penalties imposed by the board for violation of the rules and regulations. However, the IDR procedures described above can be used to "appeal" a decision of the board.

DAVIS-STIRLING ACT

CIVIL CODE: 5915- Default Internal Dispute Resolution Procedure.

- a. This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- b. Either party to a dispute within the scope of this article 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. The association may not refuse a request to meet and confer.
 3. The association's board of direction shall designate a member of the board 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 a good faith in an effort to resolve the dispute.
 5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- c. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
 1. The agreement is not in conflict with law or the governing documents of the common interest development or association.
 2. The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- d. A member of the association may not be charged a fee to participate in the process.

ALTERNATIVE DISPUTE RESOLUTION

CIVIL CODE: 5925 – 5965

Civil Code: 5925 As used in this article:

- 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 civil action or proceeding other than a cross complaint, for any of the following purpose:
 1. Enforcement of this title
 2. Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of Corporations Code).
 3. Enforcement of the governing documents of a common interest development.
 - a. Civil Code 5930: An association or an owner or a member of a common interest development 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 with relief, or that relief in conjunction with a claim for monetary damages not in excess for five thousand dollars (\$5000).
- c. This section does not apply to a small claim action
- d. Except as otherwise provided by law, this section does not apply to an assessment dispute.

Civil Code: 5935 As used in this article:

- a. Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution.

The Request of Resolution shall include all of the following:

- 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 owner of a separate interest, a copy of this article.
- b. Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, fax, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
- c. 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

Civil Code: 5940 As used in this article:

- a. If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
- b. Chapter 2 (commencing with Section 115) of Division 9 of the Evidence Code applies to an form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
- c. The costs of the alternative dispute resolution shall be borne by the parties, Section 5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:
 - 1. The period provided is Section 5935 for response to a Request for Resolution
 - 2. If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated by the parties to Section 5940.

Civil Code: 5950 As used in this article:

- a. At this time commencement of an enforcement action, the party commencing the action shall file with initial pleading a certificate stating that one or more of the following condition is satisfied:
 - 1. Alternative dispute resolution has been completed in compliance with this article
 - 2. One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution
 - 3. Preliminary to temporary injunctive relief is necessary,
- b. Failure to file a certificate pursuant to subdivision
 - a. are grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

Civil Code: 5965 As used in this article:

- a. After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the

action in not subject to the rules implementing subdivision. Section 68603 of the Government Code

- b. The costs of the alternative dispute resolution shall be borne by the parties. Civil Code 5960 in an enforcement action in which fees and costs may be awarded pursuant to subdivision.
- c. Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

Civil Code: 5965 As used in this article:

- a. An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language: Failure of a member of the association to comply with the alternative dispute resolution requirement of Section 5930 of the Civil Code may result in the loss of your right to sue the association or another member of this association regarding enforcement of the governing documents or applicable law.
- b. The summary shall be provided either at the time the pro forma budget required by Section 5565 is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process, as required by Civil Code 5920.

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RIVER ISLAND EAST HOMEOWNERS' ASSOCIATION ASSESSMENT COLLECTION POLICY

Each year your Association is obligated to distribute to its members a statement of the Association's policies and practice in enforcing its legal right to collect assessment from members who do not pay those assessments in a timely fashion.

This Policy is being sent to you in compliance with the law.

1. Summary of Association Assessment Authority Generally

- a. Associations have a legal obligation to levy assessments, Civil Code: 5600 imposes an obligation on community associations to levy regular and special assessments on their members in amounts that are sufficient to perform the association's obligations under the governing documents and the Davis-Stirling Common Interest Development Act. Regular assessment increases typically occur on an annual basis as part of the routine budgeting process of your Association. Civil Code 5300 requires that community associations distribute a budget to all members not less than 30 or more than 90 days before the beginning of the fiscal year.
- b. Limits on Board authority to levy regular and special assessments. Special Assessment, by their nature, can either be imposed during the annual budget cycle to fund a nonrecurring or extraordinary expense, or such assessment can be levied at other times during the year when unanticipated expenses arise. As long as the Board of Directors makes a timely distribution of the annual budget, the Board, in any fiscal year, has the discretion to increase the regular assessment by as much as 20% over the amount of the regular assessment imposed during the immediately prior year. This authority to increase the regular assessment by any amount that is less the 20% more than the prior year's assessment can be exercised by the Board without necessity of obtaining member approval for the increase. Board-imposed special assessments cannot exceed (in the aggregate during any fiscal year) 5% of the Association's budgeted gross expenses for the year in which the special assessment(s) is/are imposed.
- c. Member approval requirements for certain assessments: Regular assessment increases and special assessment in excess of these percentage caps must be approved by the members. The required affirmative vote is a majority of the members who cast ballots, when ballots are received from at least 50% of all members. The board of directors of a community association may not increase the amount of the regular assessment levied against its members without first obtaining member approval.

2. When Do Levied Assessment Become Delinquent? The earliest permissible due date for a regular or special assessment is 15 days after the notice of assessment is given, unless the Declaration of Covenants Conditions & Restrictions (Declaration) provides a longer time period for payment, in which case the longer time period shall apply (Civil Code 5650(b)). The declaration for this development states that regular assessments are delinquent 10 days after the due date. Thus, the longer 15-day delinquency period required under Civil Code applies. The due dates for other assessments that may be levied pursuant to the Declaration

(such as special or emergency assessments) shall be stated in the notice of the assessment sent to all owners.

3. What Expenses and Fees Can Be Recovered from a Delinquent Owner During the Assessment Collection Process? Once an assessment becomes delinquent, your Association is entitled, by both the Davis-Stirling Act and our governing documents, to recover the following sums from you (Civil Code 5650(b) and 5740(b)):
 - a. The amount of the delinquent assessment;
 - b. Reasonable costs incurred to collect the assessment (including reasonable attorney fees);
 - c. A late charge not exceeding 10% of the amount of the delinquent assessment or \$10.00, whichever is greater;
 - d. Interest on all sums (assessments, costs, late charges, and the legal fees) at a rate not to exceed 12% per annum. Interest begins to accrue from and after the time the delinquent assessment is 30 days past due.
4. Regardless of Whether the Association Records a lien on Your Property During the Collection of Past-Due Assessments, All Owners Have a Personal Obligation to Pay Assessments and Charges. Rather and special assessments, together with late charges, reasonable fees and costs of collection, reasonable attorney fees, if any, and interest, if any, determined in accordance with Civil Code 5600, are a debt of the owner of the separate interest at the time that the assessment or other sums are levied (Civil Code 5740(b)). Once delinquent, the assessment and other permitted costs of collection only become a lien on the owner's separate interest when a Notice of Assessment Lien is recorded in the Office of County Recorder against the separate interest. Because these assessments and related charges constitute a personal obligation of each owner, the Association has a right to look to the owner, personally, to pay the debt and may pursue collection of that debt in a court action (typically a small claims court proceeding). If you become delinquent in the payment of your assessment obligations and a lien is recorded against your property, your Association is not limited to seeking recovery of the delinquent assessment from the sale of your lot in foreclosure. With each payment, the owner can request, and the association must provide, a receipt indicating the date of the payment and the person to whom the payment was made. The association must also provide its members with a mailing address for overnight payment of assessments. In the case of your Association, that overnight mailing address is as follows: ***32903 Riverside Dr., Springville, CA 93265***
5. Owner's Right to Dispute Delinquency Amount or to Request a Meeting with the Board. On receipt of the Civil Code 5740(b) 1(a) Certified Pre-Lien Notice described in paragraph 7, the notice owner has three possible courses of action that can be taken at this point in the collection process, namely:
 - a. First, the noticed owner may submit a written request to meet with the board to discuss a payment plan for the debt noticed under Civil Code 5740(b). The association shall provide the owner with the standards for payment plans, if any exist. If the request is mailed within 15 days of the date of the postmark of the notice, the board shall meet with the owner in executive session with 45 days after the postmark of the request, unless there is no regular schedule board meeting within the period, in which case the board may designate a committee of one or more members 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 on the owner's separate interest to secure payment of delinquent assessments. Additional late fee 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 before entering the payment plan.

- b. Second, the noticed owner may dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program, which is required by Civil Code 5900 – 5920.
- c. Third, the noticed owner may exercise his or her right to participate in alternative dispute resolution with a neutral third party under Civil Code 5925 – 5965 before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

The meet and confer option provided under Civil Code 5600(b) is in addition to the owner's right to pay the delinquent sums under protest pursuant to Civil Code 5620 (see paragraph 11). That option to pay the claimed amounts under protest does not arise until after the association has recorded a Notice of Delinquent Assessment (see Paragraph 10).

6. Association's Right to Record a Notice of Delinquent Assessment. As a result of amendments to Civil Code 5650(a) that become effective January 1, 2006, associations must make two offers to owners who receive a Pre-Lien Notice before the association has the right to record a Notice of Delinquent Assessment, thereby imposing a lien on the property. For liens recorded on or after January 1, 2006, the decision to record a lien for delinquent assessment shall be made only by the board of directors of the association and may not be delegated to an agent of the association. The board shall approve the decision by a majority vote of the board members in an open meeting. The board shall record the vote in the minutes of that meeting. See Civil Code 5705 (a), 5715(a) 5720(a).

The Notice of Delinquent Assessment recorded by an association must include the following information:

- a. The amount of the assessment and the other sums that have been charged in accordance with Civil Code 5650(b);
- b. A legal description of the owner's separate interest that is being liened;
- c. The name of the record owner(s) of that separate interest;
- d. In order for the lien to be enforced by nonjudicial foreclosure as provided in Civil Code 5735(a)-(b), that name and address of the trustee authorized by the association to enforce the lien by sale;
- e. The Notice of Delinquent Assessment must be signed by the person designated in the Declaration as having that authority, but the president of the Association, or by a person who is designated by the Association as having authority to sign and record the Notice on behalf of the Association; and
- f. The Notice of Delinquent Assessment must be mailed to all record owners of the liened property within 10 days after its recordation. That mailing must be by registered or certified mail.

The recorded copy of the Notice of Delinquent Assessment must be accompanied by the itemized statement of charges owed by the owner of the lien separated interest, which is described in Paragraph 7(b) above. See Civil Code 5675 (a) – (3).

7. Owner's Option, Following Recordation of Notice of Delinquents Assessment, of Paying Amounts Claimed Due Under Protest. For a period of 30 days following the recording date of the Notice of Delinquent Assessment, no further action can be taken by the Association to enforce the lien. This 30-day forbearance requirement is stated in Civil Code 5735(a) – (b) and is also implied by the fact the owner(s) whose property is subjected to the lien have/has the right to pay the full amount of all lien assessments and other charges under protest. That right to pay disputed amounts under protest must be tendered to the Association by certified mail within 30 days from recordation of the Association's Notice of Delinquent Assessment. The protest letter must be accompanied by payment of (a) the amount of the assessment in dispute; (b) the late charge imposed through the date of payment; (c) accrued and unpaid interest; and (d) all reasonable costs of collection and attorney's fees not to exceed \$425.00 Civil Code 4210 recorded notice is then served on the owners of record of the property and other persons who have recorded a request for a copy of any Notice of Default.

In addition to the requirements the association must serve the Notice of Default on the owner in accordance with the manner of service of summons in Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. (*Civ. Code § 5710(b).*) This essentially mirrors the service requirements applicable to the filing of lawsuits. Additionally, within certain timeframes, a copy of the Notice of Default must be mailed to specified persons having a legal interest in the Subject Property or otherwise having a right to be provided with a copy of the Notice of Default. (*Civ. Code §2924b(b)-(c).*)

Association must notify owners of their right to submit secondary addresses to the association at the time the association at the time the association issues the pro forma operating budget under Civil Code 5300(b) (1). The owner's request shall be in writing and shall be mailed to the association in a manner that shall indicate 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 be required to send notices only to the indicated secondary address after the association receives the request.

Once the Notice is recorded, a period of three months must elapse before a Notice of Sale can be recorded and served. During that period, the delinquent owner has a right to stop the process by paying the amount in default in full (Civil Code 2924(a)). Once the three months have passed, the trustee can give a Notice of Sale for a date that is at least 20 days later in accordance with very specific publication, posting, and recording requirements imposed by Civil Code 2924f(f). The foreclosure statutes also provide for postponements of the process. Ultimately, if the trustee's sale proceeds, it is conducted as a public auction in the county in which the separate interest is located, during normal business hours on any business day. ***ANY OWNER WHOSE SEPARATE INTEREST IS IN FORECLOSURE IS URGED TO CONSULT WITH COMPETENT LEGAL COUNSEL OF THE OWNER'S SELECTION IN ORDER TO BE***

PROPERLY ADVISED OF THE OWNER'S RIGHTS AND OPTIONS AND THE TECHINICAL REQUIREMENT OF THE FORECLOSURE PROCESS.

Effective January 1, 2006, any sale of a separate interest in a common interest development through a foreclosure sale by the development's association of property owners under Civil Code 5700(h) – 5720(c) (2) – (3) is subject to a right of redemption for a period of 90 days following the sale in the foreclosure action.

8. Limitations on the Use on Nonjudicial Foreclosure to Collect Certain Monetary Charges of Penalty Assessments.
 - a. Limitation during the period of developer control. As long as any separate interest in a common interest development are being sold pursuant to a Public Report issued by the California Department of Real Estate, any monetary penalty imposed by a community association (i) as a disciplinary measure for a member's failure to comply with the development's governing documents, (ii) as a means of reimbursing.
9. Annual Notice to Members of Assessment and Assessment Collection Rules. In support of the Civil Code assessment collection and enforcement rules summarized above, Civil Code 5730(a) requires community associations to distribute to each member, during the 60-day period immediately preceding the beginning of the association's fiscal year, a notice, printed in 12-point type, that reads as set forth in the Exhibit A of this Policy.



NOTICE

To: River Island East Home Owners Association Members

From: River Island East Home Owners Association - Board of Directors

Date: December 5, 2025

Subject: Call for Candidates for Board of Directors Election

There will be 2 open positions on the Board of Directors in 2026, each for a term of 2 years.

If you are interested in serving on the Board of Directors of your association, please obtain and complete the Candidate Application Form enclosed and return it to the RIEHOA Board of Directors, **no later than February 13, 2026**. Candidate Applications can also be obtained from any current Board of Director. This notification and the Candidate application are in compliance with the Davis-Sterling Act. An election ballot with all qualified candidates names will be mailed out to all owners after the Annual meeting. Candidate nominations may also be made from the floor at the Annual membership meeting.

*River Island East Homeowners Association
Board of Directors*

www.RIEHOA.com

32903 Riverside Drive • Springville, California 93265



Application for Candidate for the Board of Directors

Please return to Rita Franco as soon as possible. All qualified nominees will be listed on the ballot. Qualified members who are not nominated by Candidate Application may be nominated from the floor at the Annual Meeting.

Applicant Name: _____

Address / Lot #: _____

Phone: _____ ***e-mail:*** _____

1. ***Ownership:*** *Are you on the title to a unit / lot in the Association?* **Yes** **No**

2. ***Co-Ownership:*** *Are you a co-owner with another candidate or anyone who will be on the Board if you are elected?* **Yes** **No**

3. ***Residency:*** *Are you a resident, i.e., you live in the development on an ongoing and long-term basis?* **Yes** **No**

4. ***Assessments:*** *Are you current in the payment of all regular and special assessments due and payable to the Association as well as late fees and interest (if any)?* **Yes**
No

5. ***CC&R Violations:*** *Do you have any outstanding fines or suspensions for violation of the Association's CC&Rs or Rules and Regulations?* **Yes** **No**

6. ***Litigation:***
 - A. *Are you currently an opponent in any administrative or litigation proceeding against the Association?* **Yes** **No**

Case: _____

- B. *Are you currently threatening litigation against the Association?* **Yes** **No**

7. **Criminal Record:** Have you been convicted of a felony within the past ten (10) years? **Yes No**
8. **Past Meeting Attendance:** Have you attended 4 or more Board meetings in the past twelve months? **Yes No**
9. **Committees:** Have you served on a committee in the past twelve months? **Yes No**

Committee: _____

10. **Future Meeting Attendance:** Do you have any work or other commitments that would prevent you from attending regularly scheduled meetings of the Board (i.e., you are frequently out of town, work during meeting time, etc.)? **Yes No**

Commitment: _____

11. **Conflicts of Interest:**

- A. Do you have any ownership interest in or serve on the Boards of any of the vendors providing services to the Association? **Yes No**

Vendors: _____

- B. Are you an employee of any vendor who provides service to the Association? **Yes No**

Vendors: _____

- C. Do you have family members employed by or with ownership interest in any vendors providing services to the Association? **Yes No**

Vendors: _____

12. Are there any matters pending before the Board in which you have a personal, financial, or familial interest? **Yes No**

Describe: _____

Candidate Bio: Please include a brief bio of yourself to be included in the election package that will be mailed to all members. The bio should not exceed 250 words and should not advocate any particular position, i.e., it cannot be a campaign statement. Candidates may do campaigning separately from the election package mailed to the membership.

Truthful Answers: I declare that each of the answers above is complete and true to the best of my knowledge. I understand that any misrepresentation will be cause for my removal as a nominee of this Board.

Affirmation Regarding Office: If elected, I will not use the authority of my office to promote my personal gain or benefit. I will obey and enforce the Association's governing documents. I will not act beyond the scope of my authority; I will not make false or misleading statements, and I will not disseminate confidential information relating to the Association or its affairs.

Signature: _____

Date: _____ Phone No: _____

E-Mail Address: _____

Official Use Only

Date Received: _____ Received By: _____

Comments: _____



GATE CODE ACCESS REQUEST & EMERGENCY INFORMATION SHEET

This information is to be used for the business and governance of the River Island East Homeowners Association **ONLY** and will be kept confidential. This information **will not be sold or used for marketing purposes** of any kind.

Date: _____

OWNER(S)

Name _____

Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

E-Mail Address(s) _____

RENTER(S) (If Applicable)

Name _____

Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

E-Mail Address(s) _____

RESIDENTS(S) EMERGENCY NOTIFICATION INFORMATION

Name _____

Relationship _____

Address _____

Home Phone _____ Cell Phone _____ Work Phone _____

E-Mail Address(s) _____

RESIDENTS(S) Vehicles

Make _____ Model _____ Year _____ License Plate _____

Make _____ Model _____ Year _____ License Plate _____

Gate Code Access Number* _____

* Gate Code access number to be used by residents ***only***, directory will allow for visitors to contact your residence via phones at gates. Resident presses 9 to open gate while on phone call

RIVER ISLAND EAST HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS
REVISED JUNE 2024

"RULES AND REGULATIONS" OR "RULES" [CC&Rs Article 1.35 pg. 14] shall mean the rules and regulations adopted by the Board for the general health, welfare, comfort, and safety of Members and to implement the Governing Documents. They are meant to be concise and easier to digest than the CC&Rs but do not replace the CC&Rs. If an item from the CC&Rs is not found in the Rules, it does not mean the Board will not enforce the item. The Board may adopt, amend, and repeal Rules and Regulations regarding any matter set forth in the Governing Documents.

DUTY TO REPAIR AND MAINTAIN [CC&Rs Article 3 pg. 16-18] Members shall, at their sole expense, repair and maintain their Lots and any improvements to their Lots. This includes without limitation:

- a. *SLOPES*. Their slopes, terraces, drainage contours, drainage devices and landscaping.
- b. *WEEDS & TRASH*. Members shall keep their Lots free and clear of all weeds, debris and rubbish (including rubbish dumped by others), and shall keep shrubs, trees, grass and planter beds neatly maintained, watered, cultivated and free of weeds.
- c. *PAINT*. Members shall keep their homes and fences from becoming unsightly by reason of cobwebs, deterioration of paint or other materials and shall keep their property neat, clean, attractive and in good order.
- d. *INSECTS & PLANT DISEASES*. Conditions which induce, breed or harbor infectious plant disease or noxious insects or rodents may not be permitted.
- e. *TREE PRUNING, REMOVAL*. Members must keep the trees on their Lots properly pruned to keep them from becoming destabilized or diseased. Living trees having a height of ten feet or more shall not be destroyed or removed from any Lot without the express written consent of the Architectural Committee. The Board will require the owner to submit an architectural request form along with plans for replacement, which will be a 36" box tree. Fine for cutting down a tree over 10 feet tall is \$500.

ARCHITECTURAL CONTROL [CC&Rs Article 5 pg. 23] Improvements or alterations shall not be made without Board approval. Improvement, excavation, landscaping, hardscaping, fence, wall, painting, solar panels, alteration, or other work which alters the exterior appearance of any Lot or its Improvements shall not commence until plans and specifications have been submitted to and approved in writing by the Architectural Committee. Must fill out a Maintenance/Architectural Review Request form and submit to the architectural committee or Board of Directors. The Board has 60 days to respond.

SOLAR PANELS Must be roof mounted. ~~and not facing the street.~~ Owner must submit a Maintenance/Architectural Review Request. The application must contain the following:

- a. Accurate scale drawing of roof structure
- b. Indication for cardinal points (north, east, south, west)

- c. Special dimensions where new equipment is planned for installation.
- d. Number of items and dimensions of items to be installed on roof.
- e. Owner must submit approval from County of Tulare.
- f. Care should be taken to minimize curbside visual disturbance. There will be an email notice and bulletin board posting of a member's application to install solar panels. Members of the community will be given two weeks' notice to file a complaint in writing or attend the subsequent BoD meeting to raise any concerns.
- g. Once permits have been obtained work may commence.

BALCONIES AND PATIOS [CC&Rs Article 6 pg. 26] Member maintenance of balconies

- a. *BALCONY FURNITURE*. Members shall have the right to furnish their Balconies and Patios with outdoor furniture, as provided for in the Rules and Regulations.
- b. *CLEAN & SANITARY*. Members shall keep their Balconies and Patios in a clean and sanitary condition.
- c. *DANGEROUS ACTS*. Members shall not throw, or permit to be thrown any dirt, water, objects or other substance of any kind whatsoever from his/her Lot, its windows, doors or balconies. No firearms shall be discharged anywhere in the community.
- d. *UNSIGHTLY OBJECTS*. Unsightly objects (including but not limited to, laundry, mops appliances and bicycles) shall not be placed or stored on a Balcony or Patio where they may be seen by others. Children's toys, bicycles, and sporting equipment must be stored after each use.

GENERAL RESTRICTIONS [CC&Rs Article 7 pg. 27-28]

- a. *ANTENNAS*. Antennas for transmitting or receiving radio signals or any other form of electromagnetic radiation shall not be installed, except as provided in the Association's Rules and Regulations, its Architectural Standards, and applicable law.
- b. *BARBECUES*. Must be fueled by natural gas, propane or electric barbecues in UL-approved confined receptacles designed for such purposes.
- c. *LAUNDRY*. Clotheslines shall not be erected or maintained within sight of any Common Area or other Lot. Items shall not be draped over Balcony or Patio walls, railings, or open garage doors.
- d. *NUISANCE*. Members shall not cause or permit to be caused anything which constitutes a nuisance.
- e. *SMOKE*. Burning debris or other material is prohibited.
- f. *OCCUPANCY RESTRICTION*. The maximum number of persons who may reside in any Lot is two persons per bedroom plus one additional person for the Lot. [See CC&Rs 7.10 definition of "reside"]
- g. *QUIET ENJOYMENT*. Abusive or harassing behavior, whether intentional or unintentional, or any form of intimidation or aggression is not allowed.
- h. *WINDOW COVERINGS*. Appropriate window coverings must be installed on windows at all times.

- i. *MACHINERY AND EQUIPMENT*. Machinery or equipment of any kind shall not be placed, operated, or maintained upon or adjacent to any Lot except such machinery of equipment as is usual and customary in connection with the use, maintenance or construction of a private residence.
- j. *STORAGE*. Lots shall not at any time be used for open air storage.
- k. *TRASH CONTAINERS*. All trash containers shall be hidden from sight either in a garage or behind an approved fence enclosure.
- l. *UNIMPROVED LOTS* cannot be used for parking of vehicles, trailers, motor homes or boats.

LEASING, SELLING OF A RESIDENCE [CC&Rs Article 8 pg. 31]

- a. *SHORT TERM RENTING*. Absolutely NO Air B&B or short-term rentals of any kind are permitted. Anything less than one (1) year is considered a short-term rental and is prohibited.
- b. *GOVERNING DOCUMENTS*. Members shall provide their Tenants with copies of all governing documents and must be responsible for Tenant's compliance with all provisions.
- c. *TRANSFER OF COMMON AREA PRIVILEGES*. Any Member residing off-site and whose Residence is occupied by others automatically relinquishes to their Tenants the Member's rights to use the Association's Common Area facilities until the Member re-takes possession of the Residence and the Lot.
- d. *OPEN HOUSES*. Brokers' caravans and other matters relating to the sale of a Lot/home shall be coordinated with adjacent neighbors. All open house events shall occur in daylight hours and are to be undertaken with express pre-authorization from the RIE HOA board of directors. Hours of the day to be determined with application. The main gate only will remain open for the duration. NO estate or garage sales are permitted.

PETS [CC&Rs Article 7 pg. 27-28]

- a. *PET LIMITATION*. Usual domestic dogs, cats, fish, and birds may be kept as household pets. No more than two dogs or two cats or one of each shall be kept.
- b. *CONTROL*. Dogs taken outside private enclosed or fenced areas shall be kept on a leash held by a person capable of controlling the animal. Owners must employ methods to prohibit their dogs from incessant, repetitive barking.
- c. *CLEAN UP*. Pet owners are responsible for cleaning up after their pets.
- d. *POOL AREA*. Dogs are not allowed in the pool area.

VEHICLES AND PARKING [CC&Rs Article 10 pg. 33-34]

- a. *POSTED SPEED LIMITS WITHIN RIE*. The posted speed limit is 10mph; maximum vehicular speed allowed in RIE is 15mph.
- b. *RESTRICTED PARKING*. The following types of vehicles may be parked in parking spaces: autos, trucks, motorcycles, and mopeds. No RV, camper, boat, or trailer is permitted.
- c. *TIME LIMIT*. Parking for purposes of loading and unloading recreational vehicles is limited to 30-hours.
- d. *COMMERCIAL VEHICLES*. Commercial vehicles are only allowed for purposes of assistance or service delivery.

- e. *WASHING OF VEHICLES*. Personal vehicles may be washed and/or detailed in the Development only on private property.
- f. *GUEST PARKING*. Guest parking is not to be used for routine or permanent parking by any homeowner/tenant. These parking areas are for non-routine short-term occurrences and guests. Guests should not park on RIE streets.
- g. *STREET PARKING*. Parking is allowed on RIE streets for brief visits by service providers and on occasion of parties or events held at a private residence; no routine street parking is allowed.
- h. *GARAGES*. Garages may not be converted to any use other than the storage of vehicles.

POOL RULES

- a. *MEMBERS ONLY*. The pool and other common areas are private property reserved for use by members, tenants. Guests are permitted only when accompanied by an owner or tenant. All unauthorized persons shall be asked to immediately vacate the premises.
- b. *RISK*. No lifeguard on duty. Pool closed for use while cleaning/service is underway.
- c. *AGE*. Persons under the age of 14 are not allowed in the gated pool area without adult supervision.
- d. *FOOD AND DRINK*. Glass is not allowed in the gated pool area. All liquids, materials and debris originating from member's use shall be disposed of properly.
- e. *BEHAVIOR*. No diving, running or boisterous activity
- f. *RESTROOMS*. Please keep restrooms and associated pool areas clean after use. Ensure restrooms are locked before leaving the pool area. Report malfunctions or discrepancies to any current member of the board of directors.
- g. **NO PETS ALLOWED IN POOL AREA.**
- h. As mandated by The County of Tulare Health & Human Services entrance gates must be closed and locked AT ALL TIMES.
- i. All umbrellas are to be closed upon exiting the pool area.
- j. No excessive noise.
- k. Private pool parties must have prior authorization from the Board and require 2-4 week advance notice for approval.
- l. Property owner will be responsible for cleanup and any damages incurred.

REMEDIES

ASSOCIATION ENFORCEMENT RIGHTS [CC&Rs Article 11 pg. 34 -35] In addition to any other rights described in the CC&Rs and without waiving the Association's right to institute other enforcement measures, and subject to the notice and hearing provisions in the Bylaws, the Governing Documents may be enforced by any or all of the following, as may be appropriate:

- a. *MONETARY PENALTIES*. The Board may assess reasonable monetary penalties for violations of the Association's Governing Documents by a Member, Member's Tenant or their respective family, Lot Residents, or guests. Such Member shall be liable for all costs of collection, including reasonable attorneys' fees, court costs, and related expenses.
- b. *SUSPEND COMMON AREA PRIVILEGES*. Subject to the notice and hearing provisions set forth in the Bylaws, the Board may suspend the Common Area privileges of Members,

Member's Tenants and their respective family, invitees, and guests for their failure to comply with the Association's Governing Documents. Any such suspension shall be for a period not to exceed thirty (30) days for any non-continuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues.

- c. *SUSPEND VOTING RIGHTS*. Subject to the notice and hearing provisions set forth in the Bylaws, the voting rights of a member may be suspended for continuing violations of the Governing Documents. Once suspended, a Member's voting rights shall remain suspended until such continuing violation is cured.
- d. *JUDICIAL ENFORCEMENT*. A lawsuit for damages and/or injunctive relief may be filed, whether the relief sought is for negative or affirmative action.
- e. *FAILURE TO ENFORCE IS NOT A WAIVER*. A waiver of any provision of these Rules and Regulations with respect to a given Lot shall not be deemed a waiver as to any other Lot.

FINES FOR NON-COMPLIANCE In addition to any other rights described in the CC&Rs and without waiving the Association's right to institute other enforcement measures, and subject to the notice and hearing provisions in the Bylaws, the Governing Documents may be enforced by any or all the following, as may be appropriate:

- a. *TWO WRITTEN WARNINGS*. The Board shall deliver two (2) written notices of non-compliance with RIEHOA Rules & Regulations.
- b. *NON-COMPLIANCE FOLLOWING WRITTEN WARNINGS*. After two (2) written notices the Board shall schedule a hearing to provide the Member with an opportunity to defend their Non-compliance; the Board shall levy a monetary fine of \$100.00 following the second warning.
- c. *CONTINUED OR REPEATED VIOLATIONS*. The Board shall levy a monetary fine of \$200.00 if Non-compliance continues following levy of the initial fine.
- d. *UNPAID FINES*. The Board shall place a lien against the property of the non-compliant owner following a period of 30 days' notice of fines being levied.

RULES ENFORCEMENT AND DISPUTE RESOLUTION [By Laws Article 14 pg. 24 -25] Privileges and voting rights may not be suspended or fines imposed without conducting a hearing.

NOTICE OF HEARING The Board shall set a hearing date and notify the Member in writing at least ten (10) days in advance.