



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

October 30, 2022

Dear Members of The Oaks Community Association,

Enclosed, you will find the following:

- 2023 Pre-Ballot Notice
- 2023 Notice of Assessment Increase
- 2023 Approved Budget (Attachment A)
- 2023 Approved Reserves Study and Reserve Statements (Attachment B)
- 2023 Insurance Disclosures
- Bi-Annual Gas Public Awareness Message (Attachment C)
- Annual Policy Statements
 - Collection Policy & Fee Schedule Adopted 10/11/2022 (Attachment D)
 - Rules & Regulations Adopted 10/11/2022 (Attachment E)

There is a lot going on again this year, so please carefully and thoroughly review all documents and do not hesitate to contact the office if you have any questions.

2023 BOARD ELECTION UPDATE – PRE-BALLOT NOTICE

Our nomination deadline occurred on 10/21/2022. We have three expiring seats on the Board of Directors – Brian Fletcher, Ann Hutson, and Steve Brown. The following qualified members submitted their Board applications by the 10/21/2022 deadline. Our Candidate and Voter list will be finalized on 11/22/2022, so please make sure we have current contact information before that date. We will hold our election meeting on 1/5/2023, so make sure you return your ballot which will be mailed to all owners on 11/30/22 and must be received by 6:00 pm on 1/5/2023. Annual Membership meeting and vote counts start at 6:00 pm that same day.

Candidates who have currently submitted their application for the Board election are:

Ann Hutson

Bill Six

Steve Brown

Jennifer Landfair

Ron Kaye

Joe Klein

Robert Bauer

Sanejo Leonard

2023 NOTICE OF ASSESSMENT INCREASE

As per civil code 5615, this notice of assessment increase is being delivered to all members. A balanced budget, along with Reserves funding and expenses, are crucial to ensuring the liquidity of

our Association, to maintain, and hopefully increase, the value of all homeowner properties by ensuring our 35-year-old infrastructure is continually repaired and improved.

As of January 1, 2023, the Homeowners Assessment will be increased \$9/month to \$215.00 per month.

We currently are under-funded by approximately \$ 500,000 in our Reserves account balance.

Your Board of Directors, after careful consideration opted to increase the assessment by only by half of the recommended CPI increase.

We have received the 2023 Reserve Study conducted by Browning Reserve Group. Per their assessment we are inadequately funded based on a 30-year cash flow projection. They stated that additional reserve funding, including some combination of increased contributions, special assessments and possible loans may be necessary to meet all reserve obligations for the 30-year cash flow projection. This was calculated including the increase to \$215 for this year's assessments.

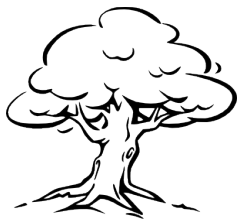
The changes outlined above were approved at the August 9, 2022, revised on September 13, 2022, Open Board of Directors meetings, as part of the 2023 budget process.

We know 2022 continued to be a stressful and complex year as we saw costs rising significantly. The 2023 Reserves Study (included in this mailing) highlights that we should also be doing a Special Assessment of \$1,200 per lot to address our shortfall in reserves, driven in part due to road infrastructure work that is needed, and the roof that will soon be needed on the Clubhouse, and the list goes on, so please know, we are not freely implementing assessment changes without consideration of the impact to our Members. With high inflation rates, and materials/service costs increasing by 30% in many areas, we must do some level of increase to be fiscally responsible. As always, we understand that increases are never desired, but too many years of inadequately increasing the assessment, not even by the annual consumer price index or inflation rate, caused our Reserves to continue to be depleted. As we have discussed at multiple meetings, an annual increase in line with CPI and inflation rates is the only option to ensure that our dollar is still worth a dollar. The Board of Directors is hoping that as inflation stabilizes, and the community starts to see some savings next year through the Solar project, we can make up some of the difference, and again work toward building our Reserves.

2023 BUDGET (See Attachment A) – A copy of the Approved 2023 Budget Summary is enclosed for your reference.

2023 RESERVES STUDY (See Attachment B) – A Summary of the Approved 2023 Reserves Study is enclosed for your reference and the full study may be reviewed or requested by contacting the office, as well as is available online.

2023 INSURANCE DISCLOSURES – We have consolidated our insurance Coverage, and in the process reduced costs. A summary of all insurance policies is provided below. Should you have any questions or wish to review the full policy, please contact the General Manager at the office. The Oaks Community Association carries the following insurance coverage:



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

<i>Insurance Disclosures 2022-2023</i>							
Policy Type	Insurance Company	Policy Number	Policy Start Date	Policy Renewal Date	Total Annual Cost	Deductible	Coverage Limits
1989 Yamaha Golf Cart	State Farm Insurance	601 1149-A01-55	7/1/2022	7/1/2023	\$86.76	\$100	\$1,000,000
2002 Ford F150	State Farm Insurance	601 4516-A01-55	7/1/2022	7/1/2023	\$1,047.34	\$500	\$1,000,000
2010 Ford Ranger	State Farm Insurance	601 7999-A01-55	7/1/2022	1/1/2023	\$1,535.22	\$500	\$1,000,000
ENOL (Auto)	State Farm Insurance	603 8217-A01-55	7/1/2022	7/1/2023	\$594.04	\$500	\$1,000,000
General Liability	State Farm Insurance	90-E8-G920-0	7/1/2022	7/1/2023	\$11,533.00	\$1,000	\$4,000,000
Commercial Umbrella	State Farm Insurance	90-E8-G930-1	7/1/2022	7/1/2023	\$731.00	N/A	\$2,000,000
Inland Marine	State Farm Insurance	90-E8-G916-2	7/1/2022	7/1/2023	\$1,277.00	\$500	\$95,000

Note that the General Liability policy covers several policies that were covered previously covered separately:

- Directors & Officers
- Crime

- Business Auto Policy (See Table Above):
 - State Farm, Policy Period 7/1/2022 – 7/1/2023
 - Limits: \$1,000,000 Combined Single Limit, \$50,000 Uninsured Motorist, \$ 10,000 Medical, Comp and Collision.
 - Deductible \$ 500
- Residential Community Association Policy (General Liability, Property, D&O & Crime) 90-E8-G920-0:
 - Company: State Farm, Policy Period 7/1/2022 – 7/1/2023
 - General Liability Limits: \$2,000,000 Occurrence/\$4,000,000 Aggregate
 - Directors and Officers: \$2,000,000 Liability and Aggregate
 - Commercial Property Limits:
 - Buildings: \$2,351,778, \$1,000 deductible
 - Personal Property: \$26,498, \$1,000 deductible
 - Computer Property: \$10,000
- Commercial Umbrella Policy: 90-E8-G930-1
 - Company: State Farm, Policy Period 7/1/2022 – 7/1/2023
 - Limits: \$2,000,000
 - Deductible: None
- Inland Marine Policy: 90-E8-G916-2
 - Company: State Farm, Policy Period 7/1/2022 – 7/1/2023
 - Limits: \$95,000
 - Deductible: \$500
 - Covered Items:
 - John Deere Tractor 790, Case Tract E580E, 5PT20 Crane, OZ10000455 Crane, Generac Generator, Effluent Meter, Influent Meter, Miscellaneous Small Tools

Workers Compensation is a separate policy held by Employers, through our agent at Toste Insurance Services.

- Workmen’s Comp Policy EIG 4625660 02:
 - Company: Employers (EIG Services, Inc.), Policy Period 11/1/2022 – 11/1/2023

The Association does not carry flood or earthquake insurance.

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (a) (7) of Section 5310 of the Civil Code and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

BI-ANNUAL PAN/GAS NOTICE (See Attachment C) - A copy of the bi-annual Public Awareness Notice regarding our Gas system is enclosed for your reference.

ANNUAL POLICY STATEMENTS

DESIGNATED RECIPIENT

Civil Code §4035. Delivery to Association – documents for the Association shall be delivered to the General Manager's attention at 5607 Jackson Valley Road, Lone CA 95640. A document delivered pursuant to this section may be delivered by any of the following methods:

- (1) By email, facsimile, or other electronic means, if the association has consented to that method of delivery (The Oaks accepts all these methods).
- (2) By personal delivery if the association has consented to that method of delivery. If the association accepts a document by personal delivery, it shall provide a written receipt acknowledging delivery of the document. (The Oaks accepts personal delivery during open office hours)
- (3) By first-class mail, postage prepaid, registered, or certified mail, express mail, or overnight delivery by an express service center.

NOTICE OF RIGHT TO SUBMIT A SECONDARY ADDRESS

Upon receipt of a written request by an owner identifying a secondary address for purposes of collection, legal or other notices, the association shall send additional copies of any notices required by section 4040 (B) of the Civil Code to the secondary address provided. The request of the Owner shall be in writing and shall be mailed (or delivered) 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 only be required to send notices to the identified secondary address from the point the association received the request.

GENERAL NOTICE LOCATION AND RIGHT TO INDIVIDUAL DELIVERY

Pursuant to Civil Code 5310, section 4045, the location for all Board Meeting Agendas shall be the front door of the community clubhouse. Additionally, other general notices shall be mailed, included in the monthly Acorn billing insert, the monthly OakLeaf Newsletter and we will make attempts to post



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

notices to The Oaks website at www.theoakscommunityassociation.org. Individuals may also request to receive general notices by individual delivery (U.S Mail, Fax, email) by contacting The Oaks office.

NOTICE OF MEMBERS RIGHT TO REVIEW MINUTES:

Minutes of all open meetings of the board are available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes may be obtained at:

The Oaks Community Association Clubhouse, 5607 Jackson Valley Road, Lone, CA by contacting The General Manager, and approved meeting minutes are also available on the association's website at www.theoakscommunityassociation.org

In addition, the minutes, proposed minutes, or summaries will be distributed to any member upon request.

If a member request copies of the minutes, the Association has the option of charging a reasonable fee for duplication.

ELECTRONIC DELIVERY:

The Oaks pursues Member consent annually for electronic delivery (email) of various types of communications, documents, etc. to minimize costs for paper, printing/ink, postage, etc. If you have not already returned a Consent for Electronic Delivery and would like to do so, please contact the office or find the form online on our website at www.theoakscommunityassociation.org

All consents to electronic delivery remain in effect until they are revoked in writing. You may send or drop off any election to discontinue electronic delivery at the office, or email to office@theoaksone.com.

Please provide email address changes as they occur so you do not miss bills or other information.

Should a paper copy of any mailed communication/document ever be desired, please just contact the office and we will provide it.

COLLECTION POLICY & FEE SCHEDULE ADOPTED 10/11/2022– See Attachment D

RULES & REGULATIONS ADOPTED 10/11/2022 – See Attachment E

LIEN AND FORECLOSURE POLICY:

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 an attorney if you dispute an assessment.

Assessments become delinquent 15 days after they are due unless the Governing Documents provide for a longer time. 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 court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on or 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 assessment, late charges, fees, attorney 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 (\$1800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 Section 5700 of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid (Sections 5700 through 5720 of the Civil Code).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for cost to repair common areas damaged by a member or a member's guest if the Governing Documents provide for this (Sections 5725 of the Civil Code).

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association (Section 5675 of the Civil Code).

At least 30 (thirty) 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 this collection and lien enforcement procedures and the method of calculating the amount owed. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt (Section 5660 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 (twenty-one) days, and to provide the 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 the 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). The address for all mailings for The Oaks Community Association is 5607 Jackson Valley Road, Lone CA 95640.

An owner may dispute an assessment debt by submitting a written request for the 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 and on time (Section 5700 through 5720 of the Civil Code).



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

PAYMENT PLAN POLICY

An owner may request the association consider a payment plan to satisfy a delinquent assessment.

Standards for Establishing a Payment Plan:

- Payment of all delinquencies in full within 90 days may be approved by the General Manager, without Board approval, but still requires a written payment schedule and that all current and future invoices must be paid on time
- For any payment plans exceeding 90 days, a written payment schedule must be submitted for Board approval,
- Fifty percent of the past due amount must be paid with the submittal of the payment plan (unless otherwise agreed to by the Board),
- The owner must agree to keep current with future amounts due,
- Past Due Amount must be paid in full within six months or as approved by the Board
- Late Fees and Interest will not accrue while payment plan is in place and terms are being met
- Any default on signed payment plan immediately nullifies that plan

DELINQUENCY POLICY

Timely payment of regular assessment, special assessments and variable utility assessments is of critical importance to the Association. Members' failure to pay assessments and utilities when they are due creates a cash-flow problem for the Association and causes those owners who make timely payments of their assessments and utilities to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent accounts:

All regular and variable utility assessments shall be due and payable on the first day of the month. All special assessments shall be due and payable on the date(s) specified by the Board upon their adoption.

- 1) Regular assessments and utility assessments shall become delinquent after the 15th, if not actually received prior to such date.
- 2) Variable Utility Assessments shall be delinquent after the 15th and are subject to termination of service due to non-payment 45 days after invoice date, or when the utility portion of the bills exceeds \$500.00, whichever comes first.
- 3) The Association charges a service fee of \$35.00 (thirty-five dollars) on all checks returned by the bank.
- 4) Prior to the time the Association retains counsel to handle an account delinquency, the mailing address for overnight payment of assessments to the Association is:

**The Oaks Community Association
5607 Jackson Valley Road,
Lone, CA 95640
209-274-6056**

- 5) If any assessment (regular, variable utility, etc.) is not received, in full, prior to the delinquency date, a late charge of ten percent (10%) of the assessment amount shall be due, and the Association may then commence enforcement action in any manner permitted by law, subject to, and in accordance with, all applicable legal requirements. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorneys' fees that the

- Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together with all delinquent assessments, late charges, interest, or other charges due, to cure the delinquency.
- 6) If any assessment payment is due and unpaid for more than 30 days from invoice date, interest shall be imposed on all sums due, including the delinquent assessments and collection costs (including attorneys' fees), at the rate of 12% per annum.
 - 7) Once an assessment is delinquent, the Association may cause a notice to be issued by certified mail to the owner's address of record of the existence and amount of the delinquency and providing other relevant information ("Delinquency Notice").
 - 8) Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "meet and confer" dispute resolution program. If any such request is received by the Association, the Association will meet and confer with the owner making such request in accordance with the Association's "meet and confer" procedure.
 - 9) Owners desiring a payment plan to resolve the delinquency giving rise to a Delinquency Notice may submit a written request for a meeting with the Board to discuss a payment plan. Provided that such request is mailed within 10 days of the date of the postmark on the Delinquency Notice, and a regular meeting of the Board is scheduled to occur within 45 days, the Board will meet with the owner in executive session. If there is no such scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner and discuss such request. Payment plans shall contain such terms as the Board, or its designated committee, may approve on a case-by-case basis, shall be in writing, and shall be signed by the owner(s) and an authorized representative of the Association.
 - 10) If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment ("Lien") concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorneys' fees, to confirm and give public notice that the Association claims a lien against the delinquent owner's property which may be subject to foreclosure by either non-judicial or judicial foreclosure.
 - 11) From and after the recordation of a Lien, the Association may enforce the Lien, or otherwise pursue its rights to recover all unpaid assessments and related amounts due, in any manner permitted by law, including without limitation judicial or nonjudicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.
 - 12) Subject solely to the provisions of Paragraphs 8 and 9 above:
 - a. from and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communications to the Association relating to delinquent and/or newly accruing obligations for assessments and other charges due to the Association, and restricting the authorized addresses and/or recipients for any notices or other communications to the Association concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice; and Once the Association has retained counsel to handle an assessment delinquency for the Association, communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien until any such delinquency is fully satisfied.
 - 13) Owners have the right to submit a written request to the Association identifying a secondary address for the purposes of collection notices. If the Association receives any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices or other required correspondence issued in support of the Association's assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association of any such request.
-

DISCONTINUANCE AND RESTORATION OF UTILITY SERVICE:



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

If THE OAKS COMMUNITY ASSOCIATION terminates or refuses to restore service to a customer or any other person for any of the reasons or upon any of the grounds stated herein, THE OAKS COMMUNITY ASSOCIATION shall incur no liability whatsoever to said customer or person or to any other customers or persons.

CUSTOMER REQUEST TO TERMINATE LIABILITY FOR PAYMENT FOR SERVICE:

When a customer wants to terminate liability for payment for service, the customer shall give THE OAKS COMMUNITY ASSOCIATION not less than two business days written notice and state the date on which the termination is to become effective. The customer may be held responsible for all service furnished at the premises until two days after receipt of such notice by THE OAKS COMMUNITY ASSOCIATION, or until the date of termination specified in the written notice, whichever date is later.

TERMINATION OF SERVICE FOR NONPAYMENT—WEEKENDS AND HOLIDAYS:

Service will not be terminated for nonpayment of bills or credit deposit requests on Saturdays, Sundays, legal holidays or on days when the offices of THE OAKS COMMUNITY ASSOCIATION are closed to the public.

TERMINATION OF SERVICE FOR NONPAYMENT OF BILLS OR CREDIT DEPOSIT REQUESTS:

Monthly bills for Variable Utility Assessments, for residential service, are due and payable upon presentation and will be considered past due if payment is not received by the 15th of the month by THE OAKS COMMUNITY ASSOCIATION.

Credit deposit requests for residential service are due and payable upon presentation and will be considered past due if payment is not received by THE OAKS COMMUNITY ASSOCIATION within 11 days after the credit-deposit request is mailed to the customer.

When a bill or credit deposit request has become past due and the customer has received notice in accordance with CPUC rules that service will be terminated for nonpayment, THE OAKS COMMUNITY ASSOCIATION may terminate any and all services the customer is receiving unless an exception described in Sections below, applies.

INABILITY TO PAY:

THE OAKS COMMUNITY ASSOCIATION may, at its option, extend payment arrangements to a customer who alleges an inability to pay. However, THE OAKS COMMUNITY ASSOCIATION must extend payment arrangements to a customer who alleges an inability to pay where:

The customer has provided certification from a licensed physician, public health nurse, or social worker that terminating the service would be life-threatening either to the customer or to a full-time resident in the customer's home, and the customer is willing to enter into reasonable payment arrangements.

It is the customer's responsibility to contact THE OAKS COMMUNITY ASSOCIATION to request payment arrangements. If payment arrangements are made, such payment arrangements will be by Amortization Agreement, as described in the Section below, or by Extension Agreement, as described in the Section, below.

When the customer and THE OAKS COMMUNITY ASSOCIATION have agreed upon payment arrangements, THE OAKS COMMUNITY ASSOCIATION will not terminate service if the customer complies with the arrangements.

However, if the customer fails to comply, THE OAKS COMMUNITY ASSOCIATION may terminate all services the customer is receiving after notice is given in accordance with this policy.

If THE OAKS COMMUNITY ASSOCIATION and the customer cannot agree on payment arrangements, the customer may submit a complaint to the California Public Utilities Commission in accordance with Sections outlined below.

The customer shall be provided information on the availability of financial assistance.

1. AMORTIZATION AGREEMENT

- a. An Amortization Agreement is a contract between THE OAKS COMMUNITY ASSOCIATION and the customer by which the customer is allowed to make installment payments of a past due balance (for a reasonable period not to exceed 6 months) while also paying subsequent utility assessment bills before these bills become past due.
- b. If the customer fails to comply with the Amortization Agreement, the entire amount owing will become immediately due and payable and all services the customer is receiving may be terminated. However, service will not be terminated until the customer has received notice, either by telephone or in writing, at least 48 hours prior to termination.

2. EXTENSION AGREEMENT

- a. An Extension Agreement is a contract between THE OAKS COMMUNITY ASSOCIATION and the customer by which the customer is allowed to make a single payment of a past due balance on or by a specified date while also paying subsequent utility assessment bills before they become past due.
- b. When the customer has received a 15-day notice of termination and fails to comply with the Extension Agreement, the notice of termination will remain in effect, and collection action will continue. When the customer has received a 48-hour notice of termination and fails to comply with the Extension Agreement, the notice of termination will remain in effect, and any and all services the customer is receiving may be terminated without further notice.

3. FAILURE TO AGREE ON PAYMENT ARRANGEMENTS

- a. When the customer and THE OAKS COMMUNITY ASSOCIATION fail to agree on payment arrangements, it is the customer's responsibility to contact the California Public Consumer Affairs Branch (CAB) in a timely manner to avoid termination. The customer may:
 - i. Write to the CAB to make a complaint alleging an inability to pay and indicating that payment arrangements have not been mutually agreed upon by the customer and THE OAKS COMMUNITY ASSOCIATION.
 - ii. When the customer has submitted a complaint to the CAB, the CAB will notify THE OAKS COMMUNITY ASSOCIATION and THE OAKS COMMUNITY ASSOCIATION will respond to the complaint within 10 days. The CAB will report its proposed resolution to the parties in accordance with CPUC procedures.
 - iii. If the customer is not satisfied with CAB's resolution of the complaint, the customer may appeal to the CPUC in accordance with the CPUC's procedures.
 - iv. Failure of the customer to observe any time limits set by the CPUC's complaint procedures shall entitle THE OAKS COMMUNITY ASSOCIATION to insist upon payment and to terminate service if the payment is not made.

BILLING OR CREDIT DEPOSIT REQUEST DISPUTE:

THE OAKS COMMUNITY ASSOCIATION will not terminate service when a residential customer has initiated a complaint or requested an investigation within five days of receiving a disputed bill or credit deposit request, until the customer has been given an opportunity for review of the dispute by THE OAKS COMMUNITY ASSOCIATION or the CPUC rules, policies, and procedures.

However, the customer must continue to pay subsequent undisputed utility assessment bills before these bills become past due, or the customer's service will be subject to termination in accordance with this rule and CPUC policy.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

CORRECTED BILL OR CREDIT DEPOSIT REQUEST:

When THE OAKS COMMUNITY ASSOCIATION has corrected the customer's bill or the requested credit deposit amount, service may not be terminated until the customer has received notices for the corrected amount in accordance with CPUC rules.

TERMINATION OF SERVICE—RETURNED CHECKS:

When the customer has received notice of termination in accordance with CPUC rules and a check tendered in payment of the past due bill or credit deposit request for residential service is returned unpaid, THE OAKS COMMUNITY ASSOCIATION may terminate service

In accordance with Section 1 below:

1. When the customer has received a 15-day notice of termination, the notice will remain in effect, and collection action will continue. When the customer has received a 48-hour notice of termination, the notice will remain in effect, and service may be terminated without further notice.

UNSAFE APPARATUS OR CONDITION:

1. THE OAKS COMMUNITY ASSOCIATION may deny or terminate service to the customer immediately and without notice when:
 - a. THE OAKS COMMUNITY ASSOCIATION determines that the premises wiring, water lines, sewer lines or other utility delivery equipment, or the use of either, is unsafe, or endangers THE OAKS COMMUNITY ASSOCIATION's service facilities; or
 - b. The customer threatens to create a hazardous condition; or
 - c. Any governmental agency, authorized to enforce laws, ordinances or regulations involving any utility facilities and/or the use of electricity, water, or sewer, notifies THE OAKS COMMUNITY ASSOCIATION in writing that the customer's facilities and/or use of electricity, water, or sewer is unsafe or not in compliance with applicable laws, ordinances, or regulations.
2. When relocation or replacement of all utility service by THE OAKS COMMUNITY ASSOCIATION is necessary, the service, including the metering facilities, will be installed in locations mutually acceptable to THE OAKS COMMUNITY ASSOCIATION and the customer and which conform to current applicable codes, regulations, and standards. If no such mutually acceptable location can be agreed upon, THE OAKS COMMUNITY ASSOCIATION shall discontinue service until the customer and THE OAKS COMMUNITY ASSOCIATION reach agreement.
3. SERVICE RESTORATION
 - a. When the customer's service has been terminated either because of a determination by THE OAKS COMMUNITY ASSOCIATION that an unsafe apparatus or condition exists on the premises, or because the customer has threatened to create a hazardous condition, service will not be restored until THE OAKS COMMUNITY ASSOCIATION determines, at the customer's expense, the customer's electrical wiring, water lines, sewer lines or equipment or the use of either, has been made safe. When service is denied or terminated solely under these sections, the customer may seek remedies before the CPUC.
 - b. When the customer's service has been terminated because of an order of termination issued to THE OAKS COMMUNITY ASSOCIATION by a governmental agency, service will not be restored until THE OAKS COMMUNITY ASSOCIATION has received authorization to

restore the service from the appropriate governmental agency. It is the customer's responsibility to resolve the matter with the governmental agency.

4. THE OAKS COMMUNITY ASSOCIATION does not assume the responsibility of inspecting or repairing the customer's facilities, appliances, or other equipment for receiving or using service, or any part thereof. In the event the customer has knowledge that the service is in any way defective, it is the customer's responsibility to notify THE OAKS COMMUNITY ASSOCIATION at once.
5. THE OAKS COMMUNITY ASSOCIATION shall not be liable or responsible for any plumbing, appliances, facilities, or apparatus beyond the point of delivery which it does not own or maintain in accordance with these rules.

SERVICE DETRIMENTAL TO OTHER CUSTOMERS:

THE OAKS COMMUNITY ASSOCIATION will not supply service to a customer operating equipment which is considered by THE OAKS COMMUNITY ASSOCIATION to be detrimental to either the service of other customers, or to THE OAKS COMMUNITY ASSOCIATION. THE OAKS COMMUNITY ASSOCIATION will terminate service and refuse to restore service to any customer who continues to operate such equipment after receiving notification from THE OAKS COMMUNITY ASSOCIATION to cease.

UNAUTHORIZED USE:

1. THE OAKS COMMUNITY ASSOCIATION may terminate service without notice for unauthorized use of service as defined by CPUC/PG&E. When the customer's service has been terminated under this section, THE OAKS COMMUNITY ASSOCIATION may refuse to restore service until:
 - a. the unauthorized use has ceased, and
 - b. THE OAKS COMMUNITY ASSOCIATION has received full compensation for all charges authorized by CPUC/PG&E.
2. THE OAKS COMMUNITY ASSOCIATION may terminate and refuse to restore service if the acts of the customer or conditions on the premises indicate an intent to deny THE OAKS COMMUNITY ASSOCIATION full compensation for services rendered, including, but not limited to, any act which may result in a denial of service under PG&E's rules and policies.
3. THE OAKS COMMUNITY ASSOCIATION shall provide the customer with the reasons for such termination and/or refusal to restore service. When the customer's service has been terminated under this section, THE OAKS COMMUNITY ASSOCIATION may refuse to restore service until:
 - a. the acts and/or the conditions described above have ceased or have been corrected to THE OAKS COMMUNITY ASSOCIATION's satisfaction, and
 - b. THE OAKS COMMUNITY ASSOCIATION has received full compensation for all charges resulting from the customer's acts or the conditions on the premises.

REVOCAION OF PERMISSION TO USE PROPERTY:

If THE OAKS COMMUNITY ASSOCIATION's service facilities and/or a customer's wiring or plumbing to the meter are installed on property other than the customer's property and the owner of such property revokes permission to use it, THE OAKS COMMUNITY ASSOCIATION will have the right to terminate service upon the date of such revocation.

CHARGES FOR TERMINATION AND/OR RESTORATION OF SERVICE:

THE OAKS COMMUNITY ASSOCIATION may require payment of the entire amount due, including the past due amount and current charges, payment of a deposit in accordance with CPUC rules, and payment of other charges indicated herein, prior to restoring service to accounts which have been terminated for nonpayment.

1. THE OAKS COMMUNITY ASSOCIATION will require a returned check charge, for processing a check that is returned to THE OAKS COMMUNITY ASSOCIATION unpaid.
2. THE OAKS COMMUNITY ASSOCIATION may require payment of a reconnection charge of \$60.00 per connection before restoring service that has been terminated for nonpayment of bills, to prevent fraud, or for failure to comply with THE OAKS COMMUNITY ASSOCIATION's tariffs. If the



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

customer requests that service be restored outside of regular business hours (9:30 am – 5:30 pm), an additional charge of \$45.00 per connection may be made.

3. In addition, THE OAKS COMMUNITY ASSOCIATION may charge and collect any unusual costs incidental to the termination or restoration of service which have resulted from the customer's action or negligence.
4. Service wrongfully terminated will be restored without charge.

ALTERNATIVE DISPUTE RESOLUTION DISCLOSURE:

Effective January 1, 1994, the law in California strongly encourages procedures alternative to litigation to resolve disputes between homeowners and Homeowners Associations and its residents. There are various forms of Alternative Dispute Resolution (hereinafter referred to as "ADR") including mediation and arbitration. If the Association is considering suing a homeowner relating to endorsement of the Declaration of Covenants, Conditions, and Restriction ("CC&Rs"), the Association must go through the preliminary steps of the procedures outlined below. If a homeowner is considering suing the Association for failure to enforce the governing documents or some other CC&R-based claim, the homeowner also must go through the preliminary procedure before filing a lawsuit. The steps are:

- 1) Either party must serve a "Request for Resolution" on the other party, either by certified mail (return receipt requested) or personal delivery. If a certified letter is sent out and no response is forthcoming, then personal delivery is required. The person who "serves" the Request for Resolution may not be a party to the action.
 - a. The Request for Resolution must Include:
 - i. A brief description of the dispute between the parties:
 - ii. A request for ADR, and
 - iii. A notice that the party receiving the Request for Resolution is required to respond within 30 days or it will be deemed rejected.
- 2) The party receiving a Request for Resolution has 30 days from the date he or she receives it to accept or reject the ADR and if not accepted, it shall be deemed rejected.
- 3) If the party receiving the Request for Resolution agrees to ADR, the parties have 90 days to complete the process (more by agreement of the parties).
- 4) The cost of ADR shall be equally shared by both parties.
- 5) At the time either party files a civil action in court, that party must file a certificate stating that ADR has been completed in compliance with the law. Failure to file the certificate might be grounds for the other party to seek dismissal of the complaint. Conversely, the certificate should state where the party filing the complaint served a Request for Resolution, if it was either rejected or "deemed rejected" by the other party.
- 6) Exceptions to the process:
 - a. Where the time limit for bringing a legal action by a party would expire within 120 days
 - b. Where temporary restraining orders or preliminary injunctions are needed immediately to stop a particular action,
 - c. Where either party would suffer substantial prejudice by delays caused by filing of the Request for Resolution; or,
 - d. Where any damage claim exceeds \$5,000.

Failure to follow the steps above would give a judge the right to decrease any attorney's fees awarded where either party of the lawsuit would otherwise be entitled to reimbursement of all reasonable attorneys' fees under statute or contract.

Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the Governing Documents or the applicable law.

Summary of the Internal Dispute Resolution Process

Summary of California Civil Code Sections 5925 Through 5965

California Civil Code Section 5925 through 5965 requires an association to provide a fair, reasonable, and expeditious procedure for resolving certain disputes between the association and a member. The following procedure, which may be invoked by either party to a dispute, shall apply:

- 1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be made 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 directors shall designate a member of the board to meet and confer with the other party to the dispute.
- 4) The parties shall meet promptly at the 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 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
An agreement reached under this meet and confer procedure binds the parties and is enforceable by a court 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.

If the parties to the dispute are unable to resolve the matter using this internal dispute resolution procedure, the association or the member may then serve a Request for Resolution pursuant to California Civil Code Chapter 7, Article 2 (Alternative Dispute Resolution), Sections 5925 et seq., in its entirety.

California Civil Code Sections 5925 – 5965

California Civil Code Section 5925 – 5965 addresses the homeowner's right to sue the association or another member of the association regarding the enforcement of the governing documents.¹The following is a summary of the provisions of Civil Code Sections 5925-5965:

In general, Civil Code Section 5925-5965 encourage parties to certain disputes involving enforcement of an association's governing document to submit the dispute to a form of *alternative dispute resolution* (ADR) such as mediation or arbitration prior to filing a lawsuit. The form of ADR may be binding or non-binding, and the cost of the ADR shall be borne by the parties.

Any party to a dispute may initiate the process of ADR by serving a Request for Resolution on all other parties to the dispute. A Request for Resolution must contain

- (A) a brief description of the dispute between parties,
- (B) a request for ADR,
- (C) 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, and
- (D) If sent to the owner of a separate interest, a copy of Civil Code Section 5925 – 5965.

¹ The Alternative dispute resolution provisions set forth in Civil Code Section 5925 were formally found in Civil Code Section 1354 & 1369.510.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksone.com

If the Request is accepted, the ADR must be completed within 90 days of the acceptance, unless otherwise agreed by the parties. Once a Request for Resolution is served, all applicable statutes of limitations are tolled as set forth in Civil Code Section 5965.

Failure of a member of the Association to comply with the Alternative Dispute Requirements of section 5935 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

The law requires the party filing a lawsuit for enforcement of the association's governing documents to file a certificate with the court stating:

- (A) ADR has been completed prior to the filing of the suit, or
- (B) ADR was not undertaken because one of the other parties to the dispute did not accept the terms offered for the ADR, or
- (C) ADR was not undertaken because preliminary or temporary injunctive relief is necessary.

Failure to file this certificate can be grounds for dismissing the lawsuit.

Furthermore, while the prevailing party in any lawsuit to enforce the governing documents shall be awarded attorney's fees and costs, under Civil Code 5960 the court may consider whether a party's refusal to participate in ADR was reasonable when it determines the amount of the award ²

RULES ENFORCEMENT POLICY

It is the fiduciary responsibility of the Board of Directors of The Oaks Community Association to enforce the Rules & Regulations as stated in the Governing Documents, and the Board adopted Rules & Regulations. Owners are responsible for informing members of their family, their guests, and their tenants of all provisions of the Governing Documents as well as the Board adopted Rules & Regulations. The Board of Directors has adopted the following procedures to address noncompliance of the Governing Documents and the Board adopted Rules and Regulations.

1. A notice shall be written to the Owner stating the violation of the CC&Rs, The Governing Documents and/or Board adopted Rules and Regulations. If the Owner complies, no further action will be necessary. It is the responsibility of the owner/resident to notify the office once the violation has been corrected, to request reinspection.
2. If the Owner disputes the violation, they must attend the next scheduled hearing noted on the violation notice. Hearings are scheduled the fourth Tuesday of each month.
3. If the violation is not disputed it, or it is upheld in the violation hearing and not corrected within the allotted time, a second notice will be mailed to the owner informing them of any assessed fine (typically \$100) and giving them notice to correct the violation. The notice shall specify the violation. If the Owner responds and or complies, no further action will be taken unless there is a repeated and or blatant violation of the rules for which the Board may, at its discretion, impose additional fines.
4. If there is no response and/or if the violation is not corrected within the allotted time, a third notice will be mailed to the owner notifying them of assessed fines (typically \$20 per day) and giving them notice to correct the violation. Daily fines will cease once the violation is corrected.

² Copyright ©2008 by the Law Office of Deon R. Stein All Rights Reserved.

5. Hearings are scheduled the fourth Tuesday of each month. Any owner disputing a violation may bring witnesses, pictures, or other evidence to the Hearing. If you are unable to attend the next scheduled hearing, contact the office to reschedule.
6. After hearing testimony, the Board may impose fines, set condition for continual noncompliance, suspend use of common area privileges, or take other actions.
7. Apart from fines for utility tampering, fines assessed shall not be less than twenty-five dollars (\$25.00) or more than two hundred fifty dollars (\$250.00) per violation. Fines may be levied daily, weekly, per occurrence, or in any other manner as the Board determines necessary to bring about compliance.
8. Fines assessed for utility tampering shall not be less than Five Hundred dollars (\$500.00) per violation. Fines may be levied daily, weekly, per occurrence, or in any other manner as the Board determines necessary to bring about compliance.
9. A notice of Determination will be mailed to the owner within ten (10) days after the Violation Hearing if one is requested by the Owner. If you do not attend the hearing, or reschedule, violations will be considered valid and appropriate next steps and fines will be levied.

Determination Appeal:

An Owner may appeal to the Board of Directors to revise the determination if requested in writing no later than fifteen (15) days after the receipt of the Notification of Determination.

All Owners shall be fully responsible for informing members of their family their tenants and their guests of the provisions of the Governing Documents and shall be fully responsible for any violations of the provisions of the Governing Documents by members of their family, their tenants, or their guest. All Owners shall further be fully responsible for the conduct and activities of their pets and any pets belonging to these members of their family, their tenants, or their guest.

ARCHITECTURAL REVIEW PROCESS

Each member has the responsibility to adhere to design review requirements outlined in the Association's Governing Documents, the Board adopted Rules & Regulations, and as detailed in the Architectural Guidelines, available from the office or online. Each member is also responsible for adhering to all local, state, and federal codes and regulations and for obtaining any permits as required. The Design Review Committee and/or Board of Directors are responsible only for the adherence to design standards, not structural integrity. Design Review Application Packets are available from the Association office and available on the association's website, www.theoakscommunityassociation.org

Architectural Application:

Any owner proposing to perform any work of any kind which requires prior approval pursuant to Article 5 of the Association CC&R's, shall apply for approval by notifying the Association, in writing, of the nature of the proposed work and furnishing such information and documentation as the Board may require.

Submit Application:

The member should submit the completed application along with a detailed plot plan for approval to the office at least 7 days prior to the regular scheduled monthly board meeting.

Review:

Either the Design Review Committee or the Board of Directors can approve or denial Design Reviews. A decision must be made within 45 (forty-five) days of the submittal of the completed design review packet.

OVERNIGHT PAYMENTS



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

gm@theoaksione.com

The mailing address for overnight payment of assessments to the Association is:

The Oaks Community Association

5607 Jackson Valley Road,

lone, CA 95640

209-274-6056

Please contact Susan Cook, General Manager, if you have any further questions or need additional information.

Thank You,

Susan Cook
General Manager
The Oaks Community Association
5607 Jackson Valley Road
lone, CA 95460
209-274-6056

The Oaks Community Association

Budget Overview: 2023 Budget - FY23 P&L

January - December 2023

	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	TOTAL
Income													
50000 Income													\$0.00
51000 Assessments	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	44,935.00	\$539,220.00
52000 Utilities Income	63,814.63	72,114.63	70,314.63	57,414.63	34,614.63	56,714.63	89,614.63	92,514.63	99,914.63	80,614.63	68,214.63	55,114.63	\$840,975.56
53000 Other Income	3,927.08	3,677.08	3,927.08	3,677.08	3,927.08	3,677.08	3,927.08	3,677.08	3,927.08	3,677.08	3,927.08	3,677.08	\$45,624.96
Total 50000 Income	112,676.71	120,726.71	119,176.71	106,026.71	83,476.71	105,326.71	138,476.71	141,126.71	148,776.71	129,226.71	117,076.71	103,726.71	\$1,425,820.52
Total Income	\$112,676.71	\$120,726.71	\$119,176.71	\$106,026.71	\$83,476.71	\$105,326.71	\$138,476.71	\$141,126.71	\$148,776.71	\$129,226.71	\$117,076.71	\$103,726.71	\$1,425,820.52
GROSS PROFIT	\$112,676.71	\$120,726.71	\$119,176.71	\$106,026.71	\$83,476.71	\$105,326.71	\$138,476.71	\$141,126.71	\$148,776.71	\$129,226.71	\$117,076.71	\$103,726.71	\$1,425,820.52
Expenses													
60000 Operating Expense	51,740.00	60,040.00	57,740.00	45,340.00	27,240.00	44,840.00	66,085.00	78,485.00	85,685.00	65,385.00	53,385.00	41,785.00	\$677,750.00
61600 Water Distribution System	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	\$2,700.00
61650 Community Improvements	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	\$15,000.00
62000 Waste Water Treatment Plant	3,217.00	3,217.00	3,817.00	4,017.00	4,017.00	4,017.00	4,017.00	4,017.00	3,517.00	3,317.00	3,217.00	3,217.00	\$43,604.00
63000 Maintenance Expense	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00	\$42,300.00
63390 Maintenance Building	139.00	139.00	139.00	139.00	139.00	150.00	155.00	150.00	150.00	150.00	150.00	150.00	\$1,750.00
64000 Pool & Spa Expense	1,820.00	1,820.00	5,420.00	1,920.00	1,920.00	1,920.00	2,070.00	2,870.00	2,070.00	2,070.00	2,070.00	2,070.00	\$28,040.00
65000 Payroll Expense	28,413.20	28,413.20	41,290.20	28,413.20	29,504.20	29,759.20	35,710.20	30,027.20	43,164.20	28,936.20	28,936.20	31,209.20	\$383,776.40
71000 Administrative Expense	5,551.51	3,570.80	3,531.80	3,926.51	4,020.80	4,170.80	4,181.51	3,925.80	4,267.51	3,675.80	3,831.51	3,375.80	\$48,030.15
71341 Entrance Light Electricity	13.00	13.00	13.00	13.00	13.00	14.50	14.50	14.50	14.50	14.50	14.50	14.50	\$166.50
72000 Insurance Expense	2,067.29	2,067.29	2,367.29	2,067.29	2,067.29	2,067.29	2,067.29	2,067.29	2,367.29	2,067.29	2,067.29	2,067.29	\$25,407.48
72200 Taxes, Licenses, Permits	520.00	350.00	350.00	400.00	350.00	350.00	350.00	566.00	350.00	350.00	350.00	350.00	\$4,636.00
74000 Other Misc Professional Fees	1,124.99	3,324.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	1,124.99	\$15,699.88
80010 Bad Debt Expense	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	\$5,400.00
91000 Reserve Expense	10,713.34	12,213.34	10,713.34	10,713.34	10,713.34	12,213.34	10,713.34	10,713.34	10,713.34	10,713.34	10,713.34	10,713.34	\$131,560.08
Accrual for Ops & Resv Excess	1,907.38	108.09	-12,779.91	2,502.38	-3,082.91	-750.41	6,537.88	1,715.59	-10,097.12	5,972.59	5,766.88	2,199.59	\$0.03
Total Expenses	\$112,676.71	\$120,726.71	\$119,176.71	\$106,026.71	\$83,476.71	\$105,326.71	\$138,476.71	\$141,126.71	\$148,776.71	\$129,226.71	\$117,076.71	\$103,726.71	\$1,425,820.52
NET OPERATING INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



RESERVE STUDY

Member Distribution Materials

The Oaks Community Association

Update w/o Site Visit Review

2022 Update -2

Published - September 16, 2022

Prepared for the 2023 Fiscal Year

<i>Section</i>	<i>Report</i>	<i>Page</i>
<i>California:</i>	<i>Member Summary</i>	<i>1</i>
	<i>Assessment and Reserve Funding Disclosure Summary</i>	<i>[Civil Code §5570] 3</i>
<i>Section III:</i>	<i>30 Year Reserve Funding Plan</i>	<i>Cash Flow Method {c} 5</i>

September 16, 2022

This is a summary of the Reserve Study that has been performed for The Oaks Community Association, (the "Association"). This study was conducted in compliance with California *Civil Code Sections 5300, 5550 and 5560* and is being provided to you, as a member of the Association, as required under these statutes. A full copy is available (through the Association) for review by members of the Association.

The intention of the Reserve Study is to forecast the Association's ability to repair or replace major components as they wear out in future years. This is done utilizing the "Cash Flow Method." This is a method of developing a reserve funding plan where the contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund.

Browning Reserve Group, LLC prepared this Update w/o Site Visit Review for the January 1, 2023 - December 31, 2023 fiscal year.

The Oaks Community Association is a Planned Development with a total of 209 Lots.

The Reserve Study is not an engineering report, and no destructive testing was performed. The costs outlined in the study are for budgetary and planning purposes only, and actual bid costs would depend upon the defined scope of work at the time repairs are made. Also, any latent defects are excluded from this report.

Funding Assessment

Based on the 30 year cash flow projection, the Association's reserves are **inadequately funded** as the reserve fund ending balances may fail to remain positive throughout the replacement of all major components during the next 30 years. **Additional reserve funding including some combination of increased contributions, special assessments and loans may be necessary to meet all reserve obligations.**

California statute imposes no reserve funding level requirements nor does it address funding level adequacy.

<i>Reserve Component</i>	<i>Current Replacement Cost</i>	<i>Useful Life</i>	<i>Remaining Life</i>	<i>2022 Fully Funded Balance</i>	<i>2023 Fully Funded Balance</i>	<i>2023 Line Item Contribution based on Cash Flow Method</i>
01000 - Paving	566,966	1-25	0-5	456,510	439,018	40,373
02000 - Concrete	11,126	30-30	25-25	1,854	2,281	823
03000 - Painting: Exterior	10,406	5-8	2-5	4,718	6,448	2,059
03500 - Painting: Interior	5,958	10-10	4-4	3,575	4,275	787
04000 - Structural Repairs	15,654	8-25	5-22	2,982	4,348	1,965
05000 - Roofing	36,655	15-30	0-2	34,353	33,440	1,591
08000 - Rehab	12,536	1-20	1-3	10,189	12,156	2,070
11000 - Gate Equipment	23,551	1-10	0-5	17,190	17,341	3,167
12000 - Pool	25,978	5-24	1-8	12,297	14,884	3,107
13000 - Spa	15,168	5-10	2-7	5,565	8,122	3,123
17500 - Basketball / Sport Court	998	8-8	2-2	748	895	157
18000 - Landscaping	2,878	20-20	8-8	1,727	1,918	210
18500 - Lakes / Ponds	28,797	8-20	2-8	13,242	16,300	3,687
19000 - Fencing	50,896	8-30	1-17	27,819	30,710	3,388
19500 - Retaining Wall	76,433	1-24	0-10	50,396	30,855	4,108
20000 - Lighting	2,600	1-1	1-1	1,300	2,665	1,595
23000 - Mechanical Equipment	40,148	10-25	2-11	31,235	35,350	4,169
24000 - Furnishings	4,264	8-8	3-3	2,665	3,278	687
24500 - Audio / Visual	654	10-10	4-4	393	469	86
24600 - Safety / Access	8,000	6-6	0-0	8,000	1,367	1,596
25000 - Flooring	15,568	10-25	4-4	10,324	11,926	1,732
26000 - Outdoor Equipment	52,723	2-30	1-17	28,830	32,904	4,761
27000 - Appliances	3,198	15-20	1-1	3,024	3,278	214
28500 - Waste Water Treatment	106,976	10-25	0-13	50,706	56,351	12,657
29000 - Infrastructure	30,990	1-1	0-1	17,665	27,316	16,344
30000 - Miscellaneous	97,703	1-25	1-21	45,070	56,709	14,096
Totals	\$1,246,824			\$842,379	\$854,603	\$128,549
Estimated Ending Balance				\$277,603	\$470,517	\$51.26
Percent Funded				33.0%	55.1%	/Lot/month @ 209

September 16, 2022

(1) The regular assessment per ownership interest is \$215.00 per month for the fiscal year beginning January 1, 2023.

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page ___ of the attached summary.

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

Date assessment will be due:	Amount per ownership interest per month or year (if assessments are variable, see note immediately below):	Purpose of the assessment:
N/A	\$0.00	N/A
Total:	\$0.00	

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page ___ of the attached report.

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

Yes _____ No **X**

This disclosure has been prepared by Browning Reserve Group, LLC and has been reviewed and approved by the association's board of directors based upon the best information available to the association at the time of its preparation. The accuracy of this information over the next 30 years will be dependent upon circumstances which are impossible to predict with specificity, and will require future action to adjust assessments over the period in accordance with the current projections and future developments.

(4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members

Approximate date assessment will be due:	Amount per ownership interest per month or year:
2023	\$1,200

(5) All major components are included in the reserve study and are included in its calculations. See next page §5300(b)(4), for any major component exclusions.

(6) Based on the method of calculation in paragraph (4) of the subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$842,379, based in whole or in part on the last reserve study or update prepared by Browning Reserve Group, LLC as of August, 2022. The projected reserve fund cash balance at the end of the current fiscal year is \$277,603 resulting in reserves being 33.0% percent funded at this date. Civil code section 5570 does not require the board to fund reserves in accordance with this calculation.

An alternate and generally accepted method of calculation has been utilized to determine future reserve contribution amounts. The reserve contribution for the next fiscal year has been determined using the Cash Flow method of calculation (see section III, Reserve Fund Balance Forecast). This is a method of developing a reserve funding plan where the contributions to the reserve fund are designated to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

(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 presented in column (b) 'Fully Funded Balance' in the table immediately below; and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is presented in column (c) 'Reserve Ending Balance'; leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

Fiscal Year (a)	Fully Funded Balance (b)	Reserve Ending Balance (c)	Percent Funded (d)
2023	\$854,603	\$470,517	55.1%
2024	\$804,115	\$331,236	41.2%
2025	\$667,432	\$251,556	37.7%
2026	\$588,945	\$196,594	33.4%
2027	\$533,650	\$168,762	31.6%

If the reserve funding plan approved by the association is implemented, the projected fund cash balance in each of those years will be the amounts presented in column (c) 'Reserve Ending Balance' in the table immediately above, leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

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, 2.50% per year was the assumed long-term inflation rate, and 1.50% per year was the assumed long-term interest rate.

Additional Disclosures

§5565(d) The current deficiency in reserve funding as of December 31, 2023 is \$1,838 per ownership interest (average).

This is calculated as the current estimate of the amount of cash reserves necessary as of the end of the fiscal year for which the study is prepared, less, the amount of accumulated cash reserves actually (Projected to be) set aside to repair, replace, restore, or maintain the major components.

$$\text{Deficiency} = \frac{\text{2023 Fully Funded Balance} - \text{2023 Reserve Ending Balance}}{\text{Ownership Interest Quantity}}$$

§5300(b)(4) The current board of directors of the association has not deferred or determined to not undertake repairs or replacements over the next 30 years.

Major Component:	Justification for Deferral:
N/A	N/A

§5300(b)(5) The board of directors as of the date of the study **does anticipate** the levy of a special assessment for the repair, replacement, or restoration of the major components.

An unadopted special assessment \$250,800 (\$1,200/lot), is necessary in 2023 in order to complete reserve projects and to maintain positive reserve fund balances. All percentages and balances are dependent upon these additional funds being collected as indicated.



Section III
 The Oaks Community Association
30 Year Reserve Funding Plan Cash Flow Method
 2022 Update -2
 Prepared for the 2023 Fiscal Year

*See Important footnotes at end of this Section III.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Beginning Balance	210,312	277,603	470,517	331,236	251,556	196,594	168,762	254,767	281,222	321,704
Inflated Expenditures @ 2.5%	94,276	192,004	277,912	220,927	199,587	176,362	67,624	132,826	124,266	104,164
Reserve Contribution	117,935	128,549	132,663	136,908	141,289	145,810	150,476	155,291	160,260	165,388
<i>Lots/month @ 209</i>	47.02	51.26	52.90	54.59	56.34	58.14	60.00	61.92	63.90	65.94
<i>Percentage Increase</i>		9.0%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
Special Assessments / Other	40,000 ¹	250,800 ²	0	0	0	0	0	0	0	0
Interest Pre Tax @ 1.50%	3,632	5,569	5,968	4,338	3,336	2,720	3,153	3,990	4,488	5,285
Ending Balance	277,603	470,517	331,236	251,556	196,594	168,762	254,767	281,222	321,704	388,212

	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Beginning Balance	388,212	311,535	403,180	473,764	577,688	697,277	708,805	821,215	913,698	1,003,934
Inflated Expenditures @ 2.5%	252,566	89,818	117,723	91,499	83,501	198,732	105,167	133,217	143,633	207,152
Reserve Contribution	170,680	176,142	181,779	187,596	193,599	199,794	206,187	212,785	219,594	226,621
<i>Lots/month @ 209</i>	68.05	70.23	72.48	74.80	77.19	79.66	82.21	84.84	87.56	90.36
<i>Percentage Increase</i>	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 1.50%	5,209	5,320	6,528	7,827	9,491	10,467	11,390	12,915	14,275	15,205
Ending Balance	311,535	403,180	473,764	577,688	697,277	708,805	821,215	913,698	1,003,934	1,038,609

	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
Beginning Balance	1,038,609	1,028,027	1,106,254	1,194,061	1,349,516	1,517,267	1,553,458	1,507,103	1,472,238	1,437,516
Inflated Expenditures @ 2.5%	259,839	179,018	178,396	120,532	118,866	260,434	351,665	348,611	357,281	406,451
Reserve Contribution	233,873	241,357	249,080	257,051	265,277	273,766	282,527	291,568	300,898	310,527
<i>Lots/month @ 209</i>	93.25	96.23	99.31	102.49	105.77	109.16	112.65	116.26	119.98	123.81
<i>Percentage Increase</i>	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 1.50%	15,384	15,888	17,124	18,935	21,341	22,859	22,783	22,179	21,661	20,843
Ending Balance	1,028,027	1,106,254	1,194,061	1,349,516	1,517,267	1,553,458	1,507,103	1,472,238	1,437,516	1,362,436

Reserve Funding Plan - Footnotes

- Period / Year
- 1) 00 / 2022 Additional transfer from operating to reserves per client.
 - 2) 01 / 2023 Un-adopted special assessment is necessary in order to complete reserve projects and to maintain positive reserve fund balances. All percentages and balances are dependent upon these additional funds being collected as indicated.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

GAS LINE PUBLIC AWARENESS MESSAGE (PAM) – OCTOBER 2022

As the owner and operator of a gas pipeline system from PG&E's point of supply (main meter), The Oaks Community Association is required by State and Federal law to provide the consumer with information related to the operation, maintenance, and safety aspects of the pipeline system. The information below is a summary of the functionality of the gas system. This summary is not necessarily a complete or definitive description of all the aspects involved with the operation of a gas pipeline or consumption of natural gas. If you would like further information or have any concerns, please contact the office at (209) 274-6056.

**DO NOT DIG MORE THAN 12 INCHES ANYWHERE ON YOUR PROPERTY OR THE PARK,
INCLUDING LANDSCAPERS AND TREE WORK, WITHOUT FIRST CHECKING WITH THE OFFICE**

**REPORT ANY DAMAGE TO METERS OR SIGNS OF GAS OR OTHER UTILITIES TO THE OFFICE
IMMEDIATELY**

Purpose of the Gas Pipeline System:

The natural gas pipeline system in the Oaks Community Association is owned, operated and maintained by The Oaks Community Association. The pipeline system is designed to distribute gas to the residents, which is commonly used for heating and cooking as well as being distributed for use at the pool and spa.

Reliability of the Gas System:

The gas pipeline system is operated and maintained by qualified individuals in accordance with the operator's Operations and Maintenance plan, which contains procedures for safely operating, maintaining, and monitoring the system. The California Public Utilities Commission (CPUC) inspects the gas pipeline system for compliance with Federal rules and regulations.

Hazards Associated with the Pipeline:

Gas can leak from pipeline facilities damages due to corrosion, outside force, environmental factors, natural events, or equipment failure, etc. Because natural gas is a flammable commodity, gas leaks, under certain circumstances, can be dangerous.

Preventive Measures Used:

The gas system is leak surveyed by qualified individuals on an annual basis. By law, under no circumstances can we exceed a period of 5 years without performing a leak survey. We are required to immediately repair all hazardous leaks, and schedule for repairs, or monitor, all leaks which are non-hazardous. Leaks in confined spaces, and leaks immediately near sources

of ignition are generally classified as hazardous leaks. All valves necessary to isolate the system, or parts of the system, are inspected annually to endure that hazardous conditions such as atmospheric corrosion, improper care of discontinued services and customer lines, inadequate support of meters and pipeline components, etc., are noted and corrected.

How the Pipeline Can be Damaged:

The gas pipeline system is susceptible to damage due to outside forces such as those caused by excavation, vehicular traffic, or excessive loads placed on meter set assemblies. In addition, anything that obstructs access to main valves and service valves on meter set assemblies could result in service consequences in the event of an emergency.

How to Recognize Leaks:

Odor: Natural gas is colorless, odorless, tasteless and non-toxic. An additive (mercaptan) is added by the gas company to give the gas a distinctive odor (similar to rotting eggs or sulfur) so any leaking gas can be readily detected.

Vegetation: Natural gas leaking from an underground pipeline can destroy vegetation by starving the roots of air and water. An unusual dry patch of vegetation, within an otherwise green area, could indicate a below gas leak.

Sounds: A blowing or hissing sound could indicate the presence of a gas leak.

Bubbling Water: Gas leaks on underground pipelines in flooded areas may cause bubbles in the water as the gas rises to the surface.

Fungus-like growth: Gas leaks in valve boxes, manholes, etc., may develop a fungus-like growth that is generally white in color.

How to Respond to Leaks:

Do not light items such as matches, cigarettes, or any other device that may generate a spark and ignite gas in a gaseous environment. Devices such as electrical switches, telephones (cell and line in phones), doorbells, automobiles, other engines, static electricity, etc. can all generate a spark capable of ignition. Extinguish all flames, evacuate occupants of the structure, and possible neighboring structures, to a safe distance, and turn off the gas at the service valve, if feasible. Venting of the gas should consider gas concentration and the need to terminate electric, telephone, and other sources of ignition from their respective service connection points outside the structure. To report a gas leak, call 911, or Pacific Gas and Electric 1-888-743-7431 and inform the operator of the situation and the location of the leak. Do not make the phone call from the area when the gas leak is present.

Protect Your Home and Your Family:

Since The Oaks Community Association is only responsible for, and maintains, all utilities to the meter, and Owners/Tenants are responsible for connections from the meter to, and throughout the house, please ensure you too are maintaining and being aware of any issues



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

and that you protect yourself by ensuring you have functional Carbon Monoxide Detectors installed.

Beginning in July 2011, per the attached Health and Safety Code, Section 17926, a phased in California law requires all homes to have carbon monoxide detectors installed. Carbon monoxide can be deadly and extremely harmful. It is produced by burning fuels, coal, wood, oil, gas and several other petroleum-based products. It is also produced by common industrial equipment, cars, and electrical generators. Lower levels of carbon monoxide poisoning could produce headaches, dizziness, disorientation, nausea and fatigue. We have included a document from another city that provides a simple guide to installation of both fire and carbon monoxide detectors and is applicable here as well.

How to Get Additional Information:

For more information, contact the Operator of the system at 209-274-6056. Also visit the websites of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (<http://www.phmsa.dot.gov>) or the California Utilities Commission (<http://www.cpuc.ca.gov/puc/>).

Thank You.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

THE OAKS COMMUNITY ASSOCIATION COLLECTIONS POLICY ADOPTED OCTOBER 2022

This notice outlines some of the rights and responsibilities of the Owners of property and of the Members in common interest developments and the associations that manage them per current State and Federal laws, including the Civil Code and the Davis-Stirling Act, as applicable and all of which will prevail if in conflict with any stated policy of the Oaks.

DISPUTES ARE HEARD ON THE FOURTH TUESDAY OF EACH MONTH FROM 5:30PM TO 6:00PM. YOU MAY ATTEND THE HEARING MEETING FOLLOWING THE DATE OF THE VIOLATION NOTICE. IF YOU CANNOT ATTEND THAT HEARING MEETING CONTACT THE OFFICE.

CONTACT THE GENERAL MANAGER TO DISCUSS A PAYMENT PLAN IF THERE ARE FINANCIAL CONCERNS.

The following policy and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended as required by law, the governing documents and the Board of Directors.

Member rights and privileges may be impacted and suspended by the Board if a Member does not resolve delinquent account balances, as outlined in the governing documents, and as allowed by law.

Therefore, pursuant to The Oaks governing documents and Civil Code Section 5600 of the Davis-Stirling Common Interest Development Act, the following is a summary of The Oaks Community Association Collection Policy:

- 1) Annual Assessments (HOA assessment) – Levied annually at the start of the Fiscal Year on January 1 and may be paid in monthly installments (which is how invoices are issued) or may be pre-paid for any period. Installment payments are due on the first of each month and delinquent after the 15th of each month.
- 2) Special Assessments – Due on receipt, delinquent 15 days after invoice date.
- 3) Utilities (considered a Utility Assessment, even though based on use) – Due on receipt, delinquent after the 15th of each month, and subject to a late fee of \$10.00 or 10%, whichever is greater, after the 15th, and finance charges ,may be applied after 30 days from invoice date if not paid. Utilities are subject to termination of services due to non-payment 45 days after invoice date, or when the utility portion of total bill exceeds \$500.00, whichever comes first. Please see fees and additional Utility information for more on Utility Service Discontinuance and Restoration, including Security Deposits.
- 4) Late Fee - If payment of Assessment, Special Assessment, RV Space Rental, etc. are not received in full by the delinquency date, a late fee of \$10.00 or 10%, whichever is greater, of each unpaid invoice may be assessed after the 15th, unless a Promise-To-Pay form (hereinafter called PTP form) has been received by the invoice due date. Late fees do not apply to Fines.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- 5) Interest – If payment is not received in full by the 30th day from invoice date, interest at the rate of 12% per annum (1% per month) may be added to the open balance of each invoice and applied each month it remains unpaid. Interest will not compound and will be assessed on open invoice principal balance only. Interest does not apply to Fines.
- 6) Certified Mail – Collection Warning and/or Delinquent Notice – Certified mail fee may be added to the account when Member has outstanding balances on their account (all types of charges) more than 60 days past due and The Oaks sends out a collection warning letter and statement.
- 7) Promise-To-Pay Agreement - You can request a Payment Plan by calling the office and proposing a payment plan. The General Manager has the authority to approve plans that will pay-off all delinquencies in less than 3 months, in addition to commitment to keep new invoices paid current. If the proposed payment plan will exceed 3 months, the proposal must be approved by the Board. If you are a tenant, the lot Owner must also counter-sign any Payment Plan before it will be accepted.

The monthly interest charges will cease with receipt of the first Payment Plan installment payment. Payment must be received by the end of each month to avoid the 1% interest charge posted on the first (1st) of each month. The Association will NOT send you a reminder to pay each month and is not responsible for mail delivery. Payment is due regardless of if you receive an invoice or not.

PLEASE NOTE: Verbal promises to pay will not be accepted, nor does a Payment Plan prevent The Oaks from proceeding with recording of a lien. All Payment Plans are immediately nullified if not adhered to on new/current charges or past due balances.

The Board meets the fourth Tuesday of the month from 5:30pm to 6:00pm for hearings if you would like to appear in person to discuss your case. You do not have to request a hearing. Please attend the hearing meeting following the date of your invoice. If you cannot attend that hearing, please contact the office.
- 8) Collection, Lien and Foreclosure Processing Fees - Once the account is verified to be delinquent, and the Member has not contacted The Oaks to work out a Payment Plan, or they have defaulted on a Payment Plan, the Board will review the file and may vote to turn the account over to a Collection Agency, Attorney, Small Claims or other resources for processing. Additional Certified Mail, Collection Processing Fees and Legal fees may be added to your account as services are incurred and as allowed by law.
- 9) At the point your case is sent to an agency, all further communications must be directed to the agency and not The Oaks. Owners will be responsible for all collection fees in addition to what is owed to The Oaks. The Oaks Board has the right to direct the agency to pursue collection of any delinquent balance through a Small Claims Action and/or Foreclosure or other, as allowed by law. Utilities must continue to be paid to The Oaks monthly, or you may be subject to Utilities shut-off.
- 10) Your Rights & Obligations - The homeowner(s) have the right to dispute the validity of the charges assessed or the Fair Debt Collection Practices by attending the first hearing meeting scheduled after the date of the invoice. Hearings are scheduled the fourth Tuesday of each month. If you are unable to attend the meeting scheduled after the date of the invoice, contact the office of The Oaks Community Association.

11) Small Claims Action - When the past due amount owed to the Association is delinquent, a small claims action may be filed against you in Amador County Superior Court and a Collection Processing



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

Fee may be applied to cover the preparation, time, and administrative costs, in addition to court filing and/or any other costs incurred.

12) Foreclosure of your Property – The Association has the right to conduct a non-judicial foreclosure against your property if your past due assessments are \$1,800 or more in amount or more than 12 months delinquent and are secured by a lien. (See Section 5720 of the Davis-Stirling Common Interest Development Act.). Lien recordings are not subject to these thresholds.

13) Other Fees/Charges – See Current Schedule of Fees, (Attachment A) and Current Schedule of Fines, (Attachment B).

SCHEDULE OF FEES COLLECTIONS POLICY - ATTACHMENT A

ITEM	CHARGE
TRANSFER FEE BUNDLE – CHANGE OF LOT OWNERSHIP	
Answer Escrow Forms (and follow up on closing)	\$45.00
Welcome Packet	\$20.00
In Office Orientation	\$30.00
Update Member File (new Deed, contact info, etc.)	\$45.00
Close Old Member File (and send any final statement to old owner new address)	\$30.00
Update Security	\$30.00
Inspect Meters and Do Property Audit (reads, violations, maintenance)	\$45.00
Statement of Assessments	\$30.00
TOTAL TRANSFER FEE BUNDLE	\$275.00
MOVE IN BUNDLE – CHANGE TO TENANT/RENTER or OWNER with SIMPLE TITLE CHANGE	
Update Tenant File (copy of new contact info, copy of rent/lease agreement from owner)	\$15.00
Close Old Tenant File (and send any final statement to old owner new address or lot owner)	\$15.00
Update Security	\$15.00
Inspect Meters and Do Property Audit (meter read, violations, maintenance)	\$35.00
Welcome Packet	\$20.00
TOTAL MOVE IN BUNDLE (also used for name change only, within family (due to death, marriage, divorce, etc.), no escrow involved)	\$100.00
Non-Sufficient Funds (NSF) – Returned check Fee	\$35.00



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

Unregistered Resident, Owner, Tenant, Vehicle, Pet, etc. within 30 days of move-in, change to this information (will apply to both Owners and Tenant accounts in the case of rentals)	\$25.00/month until full registration completed
Pool Key	\$15.00 deposit per key
Gate Remote	\$40.00 deposit per remote
Late Fee on Assessments (regular & special), Due on receipt, delinquent and late fee applied after 15 th of each month, per monthly Assessment or Special Assessment billed and not paid (all payments will first be applied to the oldest open assessment invoice, so if current invoices remain unpaid, late fees and finance charges may still be applied)	10%
ITEM	CHARGE
Interest charge on unpaid Assessments (regular & special), applies after 30 days past due, billed monthly on delinquent assessments, special assessments, legal fees, etc. as allowable by law (applied on original bill amount, not compounded)	1%/mo (12% annual)
Variable Utility Assessment Late Payments – due on receipt, delinquent if not paid by the 15 th , late fee applies after the 15 th , finance charges apply after 30 days from invoice date (applied on original bill amount, not compounded)	\$10 or 10% late fee (whichever is greater), then 1% (12% annual) finance charge
Collection or Legal Processing Fee (charged at time file sent to outside agency)	\$50.00
Meter re-read fee (if your gate is locked, dogs not secured, etc. that prevent meter reading from occurring and we have to send out again after more than 1 prior warning)	\$25.00
Utility Reconnection Fee – during business hours (this fee may be applied at the time we dispatch someone to turn off utilities, regardless of if you run to the office and pay while that is occurring, that is already too late)	\$60.00
After Hours Utility Reconnection Fee – if available and requested after normal business day/hours (in addition to standard Reconnection Fee above)	\$45.00
Utility Credit Deposit – Calculated based on Average Utility bill for the property over the last 12 months, divided by 12, multiplied x 2. Utility Deposit will be required for all new residents, unless you have guarantor agreement from a resident in The Oaks who has lived in The Oaks for more than 12 months and had no late payments in preceding 12 months, or can provide letter from prior utility, on their letterhead, showing on-time payments for preceding 12 months. Security Deposit billing/requirement will also be implemented for residents if you receive more than 2 shut-off notices, or would have been subject to them, in any 12-month period, and must be paid, along with past due utilities, once shut-off has been done, before utilities will be reconnected)	Variable by lot based on utility billing history



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

Tampering with meters	Min. \$500.00 per occurrence
Certified Mailing Fee each occurrence and per address of all individuals on title and Tenants	\$ = amount charged at Post Office
Clubhouse Rental *The Oaks may donate space at their discretion, with priority given to residents with advance reservations, for outside community activities as approved by the Board, at no cost. Note: Any requirement for prior day set-up, access will be billed as an additional rental day	Resident \$25.00 per day, \$200.00 cleaning deposit. Non-Residents * \$200.00 per day, \$200.00 cleaning deposit
ITEM	CHARGE
RV Space Rental – Monthly	\$30.00 to \$40.00/month (see office for current monthly rental charge)
RV Space Rental – Security Deposit (refundable if all space rental paid in full and space cleaned out by move out date to as-obtained condition)	\$ = 2 x monthly space rent
CC&R's, Rule & Regulations, etc. Fines for Violations	Up to \$ 100.00 per violation after min. 15 days, max 30 days (see notice deadline date) after notice and opportunity to request hearing, then \$20.00 daily fine 15 days after that initial fine if still not resolved/corrected
Copies/printing	.10/cents per page
Fax – applies to both outgoing and incoming faxes	.25 cents a page
Convenience Fee (credit card processing fee)	Charged at rate processor charges us



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

SCHEDULE OF FINES COLLECTIONS POLICY - ATTACHMENT B

See full details in The Oaks governing documents, specifically Rules & Regulations

ENFORCEMENT of MONETARY FINES &/or SUSPENSIONS & REVOCATION of PRIVILEGES

1. It is important that all members and residents adhere to the community's Governing Documents in order to preserve and enhance property values. In accordance with the California Civil Code, the Oaks Community Association Board of Directors has adopted a Rule Enforcement Policy. This policy is to help ensure compliance with the Association's Governing Documents," Rules & Regulations", and Architectural Guidelines.
2. Management will notify the owner and if applicable, the tenant, of the nature of the violation, and of the corrective measures necessary to correct the violation. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the fourth Tuesday of the month. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date. A notice of the decision will then be sent. If the violation is upheld, the violation must be corrected within 30 days of the violation date. Major violations, those that are estimated to be \$1K or more to correct the violation will be allowed up to 90 days to correct the violation but need to submit a plan of action for the completion with anticipated dates. Any uncorrected violation, or recurrence of the same violation within a 12-month period is subject to a fine of up to **\$100.00 per occurrence. After 15 days** from the date the initial \$100 fine was assessed, should the violation remain uncorrected, additional daily fines may be assessed at a rate of **\$20.00 per day. It will be up to the Member to contact the office to request Violation re-inspection once they deem it corrected so that we may confirm resolution/correction and cease the levying of fines if we concur.**
3. Violation of parking rules is subject to a fine of up to **\$100 per occurrence**. Typically, you will receive one courtesy notice, then a fine of \$25.00, then \$100 per occurrence for repeated parking violations by the same Lot/Owner/Tenant. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the fourth Tuesday of the month. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

4. Resident, Vehicle and/or Pet registration not completed - \$ 25.00 per month until provided
5. Violation of Section IV rules is subject to the following:
 - a. Misbehavior15-day suspension & revocation of privileges
 - b. Boisterous /violent behavior 60-day suspension & revocation of privileges
 - c. Violation of Suspensionlonger suspension & revocation of privileges
 - d. Violation of a 60 to 90-day suspension will result in an **automatic \$100.00 fine** to the owner/tenant, in addition to another 90-day suspension. In the event the violation was committed by a minor, the parent/guardian, or if guest, the owner will be notified in writing of the infraction and resulting suspension and or fine.
6. Tampering with meters will result in a fine of **not less than \$500.00 per occurrence**. Meter tampering means doing anything that causes the meters to run slower or not at all. It also includes anything that is used to divert electricity, gas or water from around the meters. Meter tampering is theft of utilities from your neighbors and the rest of the Community and is considered a criminal offense. Anyone suspected of meter tampering will be reported to the Amador County Sheriff's Office and the Amador County District Attorney for prosecution.
7. An owner who receives a notice of suspension and or a fine has the right to attend a hearing to dispute the suspension. Hearings are scheduled the fourth Tuesday of each month from 5:30pm to 6:00pm. You should attend the next hearing after the date of the invoice or notice of suspension. During the violation hearing members have the right to present testimony and produce witnesses.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

RULES & REGULATIONS

DRAFT- ADOPTED OCTOBER 2022

Introduction

The “Rules and Regulations” have been created and adopted by the Oaks Community Association per October 11, 2022, Board Meeting in order to administer the Governing Documents and ensure a safe, comfortable living environment for the residents of The Oaks. Nothing in these “Rules and Regulations” is intended to conflict with applicable State or local enactments or the provisions of the Association’s Governing Documents (CC&Rs).

These “Rules and Regulations apply to all lot owners, residents, tenants and guests, and may be amended and modified from time to time by the Board of Directors of the Association. These rules are not intended to be all-inclusive. Matters not covered herein shall be handled in accordance with the Governing Documents and at the discretion of the Board of Directors.

GENERAL RULES

- 1.** All residents in the park must be registered with the office within no more than 30 days, including all household members, pets and vehicles. Residents, or Landlords/Owners not ensuring this is done for any of their Tenants, are subject to a \$25.00 a month fine until registration is fully completed and submitted to the office. All Residents are responsible for providing any registration updates to the office within 10 days of when any prior information becomes inaccurate (for example, residents need to be added, removed, vehicles added/removed, pets added/removed, etc.). Again, should updated registration information is not provided to the office within 30 days of the changes occurring, Residents and Landlords are subject to a \$25.00 per month fine until updated registration information is provided to the office. All tenant information must be signed off by Owner as well.
- 2.** All public laws and ordinances shall be obeyed, and no acts shall be committed which would constitute a violation, or place the Association in violation, of any of these laws or ordinances.
- 3.** Activity or behavior that causes a disturbance, nuisance, or otherwise disrupts the quiet enjoyment of another is prohibited.
- 4.** Any activity or use of a separate lot that could cause an increase in premium or cancellation of any insurance policy is prohibited.
- 5.** No commercial business other than a small in-home business shall be conducted within the community.
- 6.** “For Sale” signs are limited in size as permitted by law. Only 1 (one) sign is allowed on each property.
- 7.** Christmas lights and any other holiday decorations shall be installed no more than 30 days before the holiday and removed within 15 days after the holiday.
- 8.** Littering anywhere in the community is not permitted.
- 9.** Loitering in the streets is prohibited at all times.
- 10.** All reasonable request or instructions from staff or employees of the Oaks shall be adhered too.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

11. Members using or renting the facilities, including the clubhouse, pool, spa, and RV storage area, must be members in “Good Standing” and current (not more than sixty (60) days delinquent) in the payment of any bills past due to The Oaks (utilities, RV storage, assessments, etc.).
12. Quiet time in the community are the hours from 10:00 PM to 8:00 AM. Please keep noise to a minimum during this time.

VEHICLES and PARKING

1. All vehicles used by owners and or, tenants or guests within the community must be currently registered with the Department of Motor Vehicles and registered with The Oaks Community Association within 30 days of becoming a resident or purchasing a new vehicle.
2. Only motor vehicles as defined by the Motor Vehicle Code shall be parked in a designated parking area on individual lots or community parking areas.
3. All Vehicles operated in The Oaks shall meet registered state Vehicle Code requirements for public street operation, be driven only by a licensed driver, have minimum required insurance, or better, and adhere to all public road laws.
4. Vehicles that are inoperative or not currently registered with the Department of Motor Vehicles shall not be parked anywhere in the community visible from the street.
5. The speed limit for all vehicles in the community is 10 (ten) miles per hour.
6. Major repairs on vehicles, RVs, boats, etc., are not permitted within the community or the RV Storage area.
7. Car Washing may be done in your driveway for your personal vehicles and Members must use a hose nozzle at all times to conserve and to control water run-off into the street.
8. Trailers, campers, boats, etc., shall not be parked on a lot if visible from the street or visible from a neighbor’s property.
9. Parking on the street in areas with curbs painted red is prohibited.
10. “Guest Parking,” marked by green curb in front of spaces, is intended STRICTLY for guests. No parking in Guest Parking spaces by Residents is allowed and anyone not adhering to these rules is subject to parking fines.
11. “Guest Parking” shall be limited to a maximum of ONE Guest only in ONE parking space per household unless prior approval is granted by the Association Management/Office.
12. Guest Parking, GREEN CURB, shall not be used for longer than 72 hours without obtaining prior approval from the Association Management/Office, and moving vehicle from one space or lot to another does not restart that 72-hour clock.
13. Parking in front of the mailboxes is limited to 15 minutes.
14. Short Term Parking, WHITE CURB, is limited to 4 hours maximum and intended for things like while Members are using the Clubhouse and Pool areas.
15. DO NOT PARK in the ORANGE CURB spaces to the right of the office (while facing the office) Monday thru Friday from 6 a.m. to 6 p.m., these spaces are utilized by the office staff.
16. Office, Maintenance and Security staff and vehicles are not subject to any parking or vehicle restrictions during business use due to the nature of their jobs.
17. Parking spaces are color-coded as follows:
 - a. GREEN - Guest Parking



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- b. WHITE - Common Area Short-Term Parking (maximum 4 hours, except by mailboxes is 15-minute limit)
- c. ORANGE – Reserved Staff Parking, Monday-Friday, 6 a.m. – 6 p.m.

PETS

1. All pets must be licensed by Amador County Animal Control and must be current on all vaccinations and a copy of that registration and vaccination record provided to The Oaks Office within 10 days of occupancy in the park or obtaining a new animal.
2. All pets must be registered with The Oaks Community Association.
 - a. EXCEPTION: fish, caged birds, and small, harmless caged animals such as hamsters, etc.
3. Owners/tenants are responsible for pets of guests.
4. Pets (including but not limited to cats & dogs) shall not cause a disturbance or nuisance.
5. Pets (including cats & dogs) shall be kept on a leash within the community unless within a fenced yard.
6. Pet owners shall be responsible for cleaning up after their pet(s).
 - a. Clean up in the common areas shall be immediate.
 - b. Clean up of owners' own yard shall be not less than once a week.
 - c. For your convenience, several pet clean-up stations are located within the community.
7. Not more than 2 (two) pets are allowed per household. The 2 (two) pets shall only be either: 2 cats, 2 dogs or a combination of 1 cat & 1 dog. If you are a tenant, your rental agreement must allow for pets, or you will be asked to remove them from the park/residence.
8. Pets are not allowed in the Fishing Pond area.
9. Should a pet have a litter of puppies or kittens, the puppies or kittens shall be removed from the property within 60 (sixty) days of birth.
10. The maximum dog size allowed is 24 inches at shoulder height.
 - a. EXCEPTION:
 - i. properly designated service animals, and
 - ii. dogs acquired prior to January 1, 2003.
11. Any pet deemed to be aggressive will not be allowed to stay in the community and will be immediately reported to Amador County Animal Control.

CLUBHOUSE and ADJOINING AREAS

The adjoining areas include the swimming pool and spa area, basketball court area, children's playground area and mailbox area.

1. GENERAL: All areas. Use is restricted to REGISTERED owners and residents in good standing and their guests.

EXCEPTION: the mailbox area is for the collection of mail only.

 - a. The use of bicycles, roller skates, roller blades, skateboards, scooters, or any other similar wheeled equipment is strictly prohibited.
 - b. All bicycles must be placed in bike racks.
 - c. Smoking is prohibited except in areas posted as designated smoking areas.
 - d. Underage (21 or younger) smoking is prohibited



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- e. No radio, stereo, tape player, CD player, or other similar devices shall not be used in the outside areas unless such devices are used in conjunction with headphones or earpieces in a manner which prevents other users of the same areas from hearing the sounds from the devices.
- f. Outside areas must be reserved for private functions.
- g. No pets allowed, other than properly designated service animals.
- h. No obscene or vulgar language is allowed.
- i. No reckless, boisterous, or violent behavior is allowed.

2. POOL and SPA AREA

- a. The pool and spa are open year-round.
- b. Pool hours are 9:00 AM to 9:00 PM for general swimming.
- c. No smoking, including electronic or vapor cigarettes, allowed in the pool area.
- d. All persons requiring diapers or incontinence products must wear diapers or other incontinence products approved for swimming. Regular diapers are banned.
- e. No one under the age of 14 shall be permitted into the pool area without a parent or adult guardian.
- f. No one under the age of 14 is allowed in the spa.
- g. Absolutely no glassware is allowed in the common areas, including the pool and spa areas.
- h. No food allowed in the pool and spa area.
- i. Only approved swimwear shall be worn in the pool or spa, no cut-offs, t-shirts, etc. as they damage our filters.
- j. No hair clip or pins made of metal shall be worn in the pool or spa, nor any sharp objects of any kind be allowed in the pool area, playground, etc. at any time.
- k. No horseplay, running, diving, jumping, or throwing of others into the pool or spa is allowed.
- l. No obscene or vulgar language is allowed, and this will be a basis for being banned from community areas.
- m. No lifeguard is provided. Use of pool/spa is at the user's own risk, regardless of any pool attendant who may be on site.
- n. If coming in from pool, no wet swimsuits are allowed in the clubhouse. Prior to use of the restroom facilities, please towel-dry yourself to avoid damage to the carpeted area.
- o. Any and all additional or temporary rules so posted will be enforced.

3. CLUBHOUSE

- a. The clubhouse may be reserved for a private party by members who are currently considered to be members in "Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any bills past due to The Oaks (utilities, RV storage, assessments, etc.), and as long as the rental does not interfere with the general use of the residents. The party reserving the facility must sign a user agreement and pay the required rental fee and security deposit.
- b. If coming in from pool, no wet swimsuits are allowed in the clubhouse. Prior to use of the restroom facilities, please towel-dry yourself to avoid damage to the carpeted area.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- c. No Bicycles or skateboards are allowed anywhere on the sidewalk areas.

4. MAILBOX AREA

- a. Absolutely no loitering or playing is permitted in or around this area.
- b. No Bicycles or skateboards are allowed in the mailbox area.

5. FISHING POND

- a. Anyone under the age of 14 must be accompanied by an adult.
- b. Anyone under the age of 18 must have a signed permission slip from a parent or guardian
- c. All trash, garbage, and debris must be removed.
- d. No swimming is permitted in the pond.
- e. No boats or any other type of flotation devices are allowed in the pond.
- f. No vegetation can be removed from around or near the pond.
- g. No pets allowed in the pond area
- h. There are no restroom facilities near the pond, and you are not to use outdoor areas as a restroom.
- i. No lifeguards are on duty; all users of the facilities use at their own risk.
- j. Access is allowed from 1 hour before sunup to 1 hour after sundown.
- k. Do not leave any bait or fishing hooks or lines on the shore.
- l. Shoes should be worn at all times.
- m. Personal flotation devices (life jackets) must be worn if fishing from the dock.
- n. Do not drink the pond water.

LOT MAINTENANCE

1. The CC&R's, Bylaws and Architectural Guidelines should be thoroughly reviewed for detailed governance guidelines, these are just an overview.
2. Lots and all improvements thereon must be maintained in a neat, clean, attractive, and sanitary condition.
3. All areas visible from the street, other than driveways, must be landscaped, and all landscaping must be kept healthy and neatly maintained. Landscaping is defined as anything other than dirt or weeds. Originally engineered slopes may have natural growth not to exceed 4 inches.
4. All items such as tools, equipment, furniture (other than appropriate patio furniture), appliances, garbage cans, etc., must be stored so the items are not seen from the street or neighboring lots.
5. Failure to maintain the lot at acceptable standards, as determined by the Board of Directors, will result in enforcement as allowed by law & the Association's Governing Documents (CC&Rs, Architectural Guidelines), and these "Rules and Regulations."

RULES FOR PERSONAL USE OF GENERATORS

The use of personal generators will be allowed under the following considerations:

1. Generators can only be placed in use during an emergency and while the electrical power is off.



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

2. Generators must be located and vented safely allowing exhaust to be vented away from all other residences.
3. Before using and placement of a permanently installed generator, the homeowner must obtain board approval.
4. The generator must operate at an acceptable noise level.
5. Generators load level must not exceed manufactures specifications
6. Electrical cords must be properly sized for the individual Generator.
7. Electricity from permanently installed generators must not flow or back-feed into external power lines.
8. Homeowners who choose to permanently install generators are responsible for obtaining any required permits from State and Local agencies.

SAFETY RULES:

1. Residents and guests [of all ages] must always follow bike safety rules while riding inside the park including, but not limited to: wearing a bike helmet, not wearing headphones while riding, riding on the correct side of the road, riding at a safe speed, being aware of parked and moving cars, etc.
2. “Riding” pertains to any form of transportation other than a legally registered vehicle: bicycle, scooter, skateboard, hoverboard, electrically powered vehicles, etc.
3. Climbing and hanging on fences or trees is strictly prohibited.
4. Minors must always be respectful to those in the Community, to the Oaks employees and management. Cursing is not permitted. The purpose of this rule is to remind residents to be respectful of staff, as we also require our staff to be respectful to Members, their family, and their Guests.
5. Children without the ability to make good judgment calls must be supervised by an adult at all times in the common areas.
6. Management and employees have the authority to redirect and immediately suspend anyone, including minors, who are acting inappropriately or in an unsafe manner. Management and employees hold the right to immediately suspend any person from the use of common area until further investigation for the safety of the community.

RULES FOR FIREPLACES AND OUTDOOR BARBEQUES, HEATERS, AND OTHER HEAT PRODUCING APPLIANCES

1. All indoor and outdoor fireplaces, heater, cooking appliances and other heat producing appliances should be inspected annually for safety and proper airflow.
2. Household members should be knowledgeable as to how to properly start and stop a fire and what action to take in case of an emergency.
3. Indoor Fireplaces
 - a. Only the listed items are authorized for indoor burning;
 - i. Season Wood
 - ii. Untreated Wood



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- iii. Commercially Manufactured Fire logs and Pellets
- iv. Natural Gas or Propane
- 4. Outdoor Appliances:
 - a. Outdoor appliances are limited to commercially manufactured Barbeques, smokers, heaters, above ground or tabletop fire pits, and other similar appliances which are designed to use commercially manufactured materials as a combustion source such as;
 - i. Propane
 - ii. Pellets
 - iii. Natural Gas
 - iv. Charcoal
 - b. Appliances should be placed a safe distance from structures and not directly under awnings or other overhangs.
 - c. Appliances should be placed on a level surface area.
 - d. Appliances while in use should not be left unattended.

HOME INSTALLATION and REMOVAL (SEE CC&R's and Architectural Guidelines)

1. All homes and accessory structures and buildings including, awnings, skirting, carports, porches, storage sheds, fencing, and gates must be approved in writing by the Association before being installed on individual sites.
2. Upon removal of a home the lot must be left in a level, bare, and clean condition.
3. The property owner is responsible for obtaining any permit(s) required by The California Department of Housing.
4. Members seeking permission to install or remove a home must currently be "In Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any utilities and assessments.

ARCHITECTURAL RULES and DESIGN REVIEW (SEE Architectural Guidelines)

1. No exterior additions, modifications or alterations of any kind shall be made without prior written approval by the Association. This does not apply to maintenance or replacement of "like-kind" items such as repainting a home exactly the same color or replacing a shrub with a similar one.
2. A "Design Review Request" must be submitted and approved prior to commencing any work.
3. All homes are subject to architectural approval of, but not limited to, the following criteria:
 - a. Size of home
 - b. Type of siding
 - c. Roofing material
 - d. Awning and railings
 - e. Skirting
 - f. Storage buildings
 - g. Fencing and gates
 - h. Landscaping
 - i. Removal of trees



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

4. Roof or window-mounted “swamp” coolers &/or air conditioners are not permitted if they can be seen from the street.
5. The property owner must obtain any permit(s) required by The California Department of Housing or any other governing authority before beginning any work.
6. Members must be members in “Good Standing” and current (not more than sixty (60) days delinquent) in the payment of any past due balances due to The Oaks, such as utilities, RV storage, assessments, etc. before consideration of a design review. The exception is for corrective actions requested by the Board, Committee or Staff.

ENFORCEMENT of MONETARY FINES &/or SUSPENSIONS & REVOCATION of PRIVILEGES

1. It is important that all members and residents adhere to the community's Governing Documents in order to preserve and enhance property values. In accordance with the California Civil Code, the Oaks Community Association Board of Directors has adopted a Rule Enforcement Policy. This policy is to help ensure compliance with the Association's Governing Documents,” Rules & Regulations”, and Architectural Guidelines.
2. Management will notify the owner and if applicable, the tenant, of the nature of the violation, and of the corrective measures necessary to correct the violation. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the fourth Tuesday of the month. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date. A notice of the decision will then be sent. If the violation is upheld, the violation must be corrected within 30 days of the violation date. Major violations, those that are estimated to be \$1K or more to correct the violation will be allowed more time to correct the violation but need to submit a plan of action for the completion with anticipated dates. Any uncorrected violation, or recurrence of the same violation within a 12-month period is subject to a fine of up to **\$100.00 per occurrence. After 15 days** from the date the initial \$100 fine was assessed, should the violation remain uncorrected, additional daily fines may be assessed at a rate of **\$20.00 per day. It will be up to the Member to contact the office to request Violation re-inspection once they deem it corrected so that we may confirm resolution/correction and cease the levying of fines if we concur.**
3. Violation of parking rules is subject to a fine of up to **\$100 per occurrence**. Typically, you will receive one courtesy notice, then a fine of \$25.00, then \$100 per occurrence for repeated parking violations by the same Lot/Owner/Tenant. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the fourth Tuesday of the month. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date.
4. Resident, Vehicle and/or Pet registration not completed - \$ 25.00 per month until provided
5. Violation of Section IV rules is subject to the following:
 - a. Misbehavior 15-day suspension & revocation of privileges
 - b. Boisterous /violent behavior 60-day suspension & revocation of privileges
 - c. Violation of Suspension longer suspension & revocation of privileges



The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

- d. Violation of a 60 to 90-day suspension will result in an automatic \$100.00 fine to the owner, in addition to another 90-day suspension. In the event the violation was committed by a minor, the parent/guardian, or if guest, the owner will be notified in writing of the infraction and resulting suspension and or fine.
6. Tampering with meters will result in a fine of not less than \$500.00 per occurrence. Meter tampering means doing anything that causes the meters to run slower or not at all. It also includes anything that is used to divert electricity, gas or water from around the meters. Meter tampering is theft of utilities from your neighbors and the rest of the Community and is considered a criminal offense. Anyone suspected of meter tampering will be reported to the Amador County Sheriff's Office and the Amador County District Attorney for prosecution.
7. An owner who receives a notice of suspension and or a fine has the right to attend a hearing to dispute the suspension. Hearings are scheduled the fourth Tuesday of each month from 5:30pm to 6:00pm. You should attend the next hearing after the date of the invoice or notice of suspension. During the violation hearing members have the right to present testimony and produce witnesses.
8. For a detailed list of The Oaks fees, please see our Collection Policy and Schedule of Fees posted on our website at www.theoakscommunityassociation.org, or request a copy from the office.

Election and Voting Rules:

Candidate Qualifications, Nominations & Removal – Please refer to current Election Rules posted on our website at www.theoakscommunityassociation.org or request a copy from the office.