

STERLING POINTE ESTATES OWNERS ASSOCIATION
ANNUAL POLICY STATEMENT
November 2019

The Annual Policy Statement provides Sterling Pointe Estates Owners with information about association policies per Civil Code 5310:

- (1) Designated person to receive official communication to the association, pursuant to Section 4035:
Kathleen Peterson, Vice President (925) 330-2588
9709 Rim Rock Circle
Loomis, CA 95650 rkpeterson8@gmail.com
- (2) Owners may submit a request to have notices sent to up to two different specified addresses, pursuant to subdivision (b) of Section 4040.
- (3) The location for posting of general notices is our website, www.sterlingpointe.org pursuant to paragraph (3) of subdivision (a) of Section 4045.
- (4) Notices of an owner's option to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045.
- (5) Notice of owners' right to receive copies of meeting minutes, pursuant to subdivision (b) of Section 4950. Minutes are distributed by email and are posted on www.sterlingpointe.org.
- (6) The statement of assessment collection policies required by Section 5730: see attached Collection Policy.
- (7) Statement describing the association's policies & practices in enforcing lien rights or other legal remedies for default in the payment of assessments: see attached Collection Policy.
- (8) Schedule of penalties for violations of the governing documents pursuant to Section 5850: see attached Schedule of Fines Policy.
- (9) Summary of dispute resolution procedures, pursuant to Sections 5920

and 5965: see attached Internal Dispute Resolution Procedures and Summary of Civil Code Sections 5925-5965.

- (10) Summary of requirements for Association approval of a physical change to property, pursuant to Section 4766: see attached.
- (11) Overnight Payments of assessments, pursuant to Section 5655:
Kathleen Peterson
9709 Rim Rock Circle
Loomis, CA 95650

Sterling Pointe Estates Owners Association Membership Assessment Collection Policy

All regular assessments are due, in advance, on the first (1st) day of each assessment period (Currently annual) and are delinquent if not paid in full and received by mail within FIFTEEN (15) days of the due date. Special Assessments and Special Individual Assessments are due on date(s) specified upon imposition and each installment thereof shall be delinquent if not received within FIFTEEN (15) days after it is due. A late fee will be added monthly to the outstanding and delinquent amounts.

If any portion of any such assessment, late charge, or cost of collection remains unpaid sixty (60) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the record of owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s) and any additional information required by California Civil Code Section 1367.1 or comparable superseding statute. Please be advised that the Association has the right to collect all reasonable costs of collection.

If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.

If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owners.

The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of the delinquent assessment(s), late charges, and cost of collection.

Unless the Board agrees to a payment plan, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, and costs of collection unless otherwise specified by written agreement.

The Association shall charge a "returned check charge" of thirty dollars (\$30) for all checks returned as "nonnegotiable", "insufficient funds" or any other reason.

All above-referenced notices will be mailed to the record owner (s) at the last mailing address provided in writing to the Association by such owner (s).

All assessments are to be made payable to **SPEOA** and mailed to the presiding Treasurer. Membership assessments may also be delivered directly to any Board Member. A different address for delivery of assessment and related payments may be designated by the Board from time-to-time.

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

STERLING POINTE ESTATES HOMEOWNERS ASSOCIATION

1220 MELODY LANE, SUITE 180 ♦ ROSEVILLE, CA 95678 ♦ (916) 786-6000 EXT 330

RESOLUTION 2010-03

SCHEDULE OF FINES POLICY

The following action was taken at a meeting of the Board of Directors of the Sterling Pointe Estates Homeowners Association at which at least a quorum of the Directors was present. The Board finds and resolves as follows:

WHEREAS, Article 5, Section 5.01, of the Association Bylaws – subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law, the Davis Stirling Common Interest Development Act (Cal. Civ. Code, § 1350 et seq.) and limitations set forth in any of the Governing Documents relating to such actions that require Member approval, the business and affairs of the Association shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

WHEREAS, without prejudice to the general powers of the Board of Directors set forth in Article 2, Section 2.07, (B), Association Rules may be adopted or amended from time to time by majority vote of the Board;”.

BE IT THEREFORE RESOLVED, that the Sterling Pointe Estate Homeowners Association, acting in good faith and with the best interest of the Association, shall amend Resolution 2004-01 to read thusly:

1. The Board of Directors is authorized to enforce timely assessment payments from Owners, compliance with the Declaration and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family and renters who are violation.

2. Fines for specific offenses are:

- Violations of CC&R Use Restrictions:

Up to \$500 initial fine plus \$100 per day until violation is corrected.

- Architectural Control violations:

For commencing construction of any improvement before the required ACC approval is obtained: Up to \$2500 initial fine.

For other Architectural Control violations:

Up to \$500 initial fine plus \$100 per day until violation is corrected.

- Weed Abatement Compliance violations

Up to \$500 initial fine plus \$100 per day until violation is corrected.

3. All unpaid fines are subject to the Association's collection policy.

STERLING POINTE ESTATES HOMEOWNERS ASSOCIATION

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4. Pursuant to Article 8 of the Declaration, no penalty shall be imposed unless the Owner alleged to be in violation is given at least 15 days' prior notice of the proposed penalty and is given an opportunity to be heard before the Board or appropriate committee established by the Board with respect to the alleged violation(s) at a hearing.

5. This Schedule of Fines supersedes all previously approved schedules.


6. This Schedule of Fines will become effective December 31, 2010.

IN WITNESS THEREOF, we the members of the Board of Directors of the Sterling Pointe Estates Homeowners Association, as signified by our signatures below, do hereby affirm, approve and adopt this Resolution 2010-02.


This 7 day of December 2010.



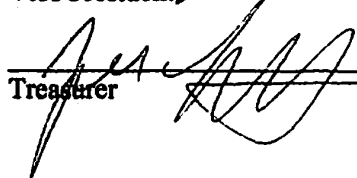
President



Vice President



Secretary



Treasurer

STERLING POINTE ESTATES OWNERS

Association Internal Dispute

Resolution Procedures

1. This procedure is intended to apply to disputes between the Sterling Pointe Estates Owners Association (hereafter "Association") and a member concerning the member's and/or Association's rights, duties, or liabilities under this title, or the Nonprofit Mutual Benefit Corporation Law or under the governing documents of the Association. It is intended to provide a fair, reasonable and expeditious procedure for resolving disputes.
2. Either the Association or a member of the Association may institute the Internal Dispute Resolution("IDR") process. If the IDR process is instituted by a member, the Association must participate in the process in good faith. If the process is instituted by the Association, the member who is requested to participate is not required to do so.
3. The IRD process is instituted by mailing by first-class mail, postage prepaid, a written request for IDR to the other party or parties to the dispute. If a request for IDR is mailed to an Association member by the Association, it shall be mailed to the address of the member as shown on the Association's records. If a request for IDR is mailed to the manager, the Secretary of the Association, or such other person or entity designated in a Board resolution to receive such a notice.
4. The Board may require use of a specific form for the purpose of requesting IDR. In the absence of a specific form for this purpose, the request shall identify the requesting party or parties, the party to whom the request is directed, the nature of the dispute, and the facts supporting the requesting party's position. Documents may be attached to the request which will clarify or support the requesting party's position.
5. If a request for IDR is mailed by a member to the Association, the Board shall respond to the request in writing within forty-five (45) days of the request. If a request is mailed by the Association to a member and the member has not responded to the request within forty-five (45) days, the request shall be deemed rejected by the member, and the Association can proceed to resolution without the member's participation.
6. A response to a request for IDR shall state the identity of the responding party and the facts supporting the responding party's position. Documents may be attached to the response which will clarify or support the responding party's position.
7. Upon receipt of an Association member's request for IDR, or upon receipt of a response to a request for IDR delivered to an Association member by the Board, the Board shall designate one or more Board members to meet with the Association

member either in person or by telephone. The meeting shall occur within sixty days of receipt of the Association member's request for IDR or the Association member's response to a request for IDR, unless the Association member or Board representative(s) are not available during that time period, in which case the meeting shall occur as soon as reasonably possible.

8. Upon approval by a majority of a quorum of the Board, any resolution of the dispute or agreement reached as a result of the meeting between the Association member and the Board representative which is not in conflict with the law or the governing documents shall bind the Association and be judicially enforceable.

9. If the Association member participating in IDR is not satisfied with the Board approved resolution per item 8 above, such member may request a hearing before the entire Board, which shall be scheduled for the next Board meeting following receipt of such request.

ADR SUMMARY

Summary of Civil Code

Sections 5925-5965

PLEASE TAKE NOTICE: California Civil Code Sections 5925 through 5965 address your rights to sue the association or another member of the association and the association's rights to sue you regarding the enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Sterling Common Interest Development Act. The following is a summary of the provisions of Civil Code Sections 5925 through 5965, as enacted effective August 17, 2012.

In general, Civil Code Sections 5925 through 5965 require parties to a dispute involving enforcement of an association's governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Sterling Common Interest Development Act to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration prior to filing a lawsuit. The intent of the statute is to promote speedy and cost effective resolution of such disputes, to better preserve community cohesiveness, and to channel disputes away from our state's court system.

Under Civil Code Sections 5925 through 5965, the form of alternative dispute resolution may be binding or non-binding and the costs will be borne equally or as agreed to by the parties involved.

Any party to a dispute regarding enforcement of the governing documents, the non-profit mutual benefit corporation law, and/or the Davis-Sterling Common Interest Development Act may initiate the process of ADR by serving a Request for Resolution on another party of the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within ninety (90) days of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to the owner of a separate interest must include a copy of Civil Code Chapter 7, Article 2 (Alternative Dispute Resolution), Sections 5925 et seq, in its entirety.

FAILURE BY ANY 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 RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000), the law requires the association or the individual to file a certificate with the court stating the ADR has been complete prior to the filing of the suit. Failure to file this

certificate can be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certificate when (1) one of the other parties to the dispute refused ADR prior to the filing of the complaint, (2) preliminary or temporary injunctive relief is necessary, (3) the matter involves small claims actions, or (4) the matter involves some assessment disputes. Exceptions (1) and (2), however, must also be certified in writing to avoid the court dismissing the action.

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

Also, pursuant to Civil Code Section 5915 (Civil Code Section 5900, et seq.), either the association or a homeowner who is involved in a dispute regarding the Governing Documents, the non-profit mutual benefit corporation, law, and/or the Davis-Sterling Common Interest Development Act may invoke the following additional procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The association's board of directors shall designate a member of the board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in 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.
- (6) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
 - (i) The agreement is not in conflict with law or the governing documents of the common interest development or association.
 - (ii) 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.
- (7) A member of the association may not be charged a fee to participate in the process.



PLACER WEST
INSURANCE
SERVICES

Sterling Pointe Estates Owners Association
1365(f) Disclosure Summary Form

Directors and Officers and Employment Practices Liability:

Great American Insurance 11/27/2018-11/27/2019

\$2,000,000 D&O/EPL Liability Limit \$1,000 Deductible

Northfield Insurance 06/13/2019-06/13/2020

\$1,000,000/\$2,000,000 General Liability Limit \$1,000 Deductible

Great American Insurance 01/01/2019-01/01/2020

\$200,000 Crime Limit \$2,500 Deductible

This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policy 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 these 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, or 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.

**Sterling Pointe Estates Owners Association
Summary of Procedures for Approval of
Physical Changes to Property**

The following summary is provided pursuant to Civil Code Section 1378©. The procedures for applying for additions, alterations or modifications to a lot (or unit) within the Association, and for reviewing and approving or disapproving such applications, are set forth in the Covenants, Conditions and Restrictions and in the Architectural Guidelines of the Association. Both documents can be found at the Association's website at www.sterlingpointe.org.

The following procedure is used by the Association to review and approve or disapprove applications for physical changes to a lot (or unit):

1. All applications for physical changes must be in writing and accompanied by any plans, sketches, specifications and/or diagrams necessary to adequately describe the nature and extent of the proposed change and as may be required by the rules of the Association. An application shall not be deemed to be complete until all required documentation has been provided.
2. The Association shall review the application and supporting documents and shall either approve or disapprove it based upon the following criteria:
 - a. Compliance of the application and supporting documents with the requirements of the governing documents of the association;
 - b. Confirmation that the proposed change conforms to the requirements and restrictions of the governing documents of the association;
 - c. Confirmation that the proposed change will otherwise be consistent with the architectural and aesthetic standards prevailing within the development, in harmony with the existing structures, landscaping and/or topography existing within the development and consistent with the overall plan and scheme of the development.
3. The Association is not required to approve a requested change simply because it has been previously approved for another lot (or unit).
4. A vote of a majority of a quorum of the Board/Architectural Committee shall be sufficient to approve an application.
5. The Association shall either approve or disapprove the proposed change within the time lines required in the Association's governing documents after receipt of the application and all supporting documents. The applicant shall be promptly notified of the decision.
6. Any decision may be appealed to the Board. The vote of the Board as to the application shall be final.

**STERLING POINTE ESTATES
OWNERS ASSOCIATION
2020 BUDGET**

EXPENSES			
Utilities (PG&E, PCWA)			\$1,500.00
Social activities			\$1,200.00
Maintenance/Repairs			\$200.00
Landscape Signage/Lighting			\$2,000.00
Landscape maintenance			\$1,200.00
Contingency			\$450.00
TOTAL EXPENSES			\$6,550.00
ADMINISTRATION			
Insurance			\$3,000.00
Office Expenses			\$700.00
Legal			\$1,000.00
Tax preparation			\$600.00
Estimated taxes			\$300.00
TOTAL ADMINISTRATION			\$5,600.00
GRAND TOTAL EXPENSES			\$12,150.00
INCOME			
64 lots X \$207.36		\$207.36	\$13,271.04
Money to be transferred from Savings			\$0.00
OPERATING BUDGET 2020			\$13,271.04