



SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION

SECTION I

Welcome Letter

CC&R's

Policy Statement Summary

Resolution 2018-04 Fines & Assessments

Bylaws

Articles of Incorporation

Sierra Bonita Village HOA, Inc.

PO Box 3345, Paso Robles, CA 93447

Phone (805) 238-9249 Email: sbvhoa@gmail.com

Website: SierraBonitaVillage.com



SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC.
POST OFFICE BOX 3345, PASO ROBLES, CA 93447

(805) 238-9249 email: sbvhoa@gmail.com sierrabonitavillage.com

WELCOME TO SIERRA BONITA VILLAGE:

The Board of Directors of Sierra Bonita Village, Homeowners Association, Inc. would like to welcome you to the Village. Sierra Bonita Village is a common interest development for seniors. In order to maintain this designation, the age restrictions are strictly enforced. **One qualifying resident must be 55 years of age or older and no resident may be under the age of 25 years, unless they are a permitted health care provider.**

Enclosed in your packet is a copy of the CC&R's and Resolution 2018-03. By virtue of purchasing a home in Sierra Bonita Village you agree to follow the terms of the CC&R's, so please familiarize yourself with its contents. Dues are \$65.00 per year and are due and payable January first of each year.

Board Meetings are held at 2:00 PM on the third Wednesday of each month, at the Paso Robles Senior Center, 270 Scott Street, Paso Robles. You are welcome to attend. Your input is appreciated.

If you have any questions, we will be glad to assist you. You can contact the office by phone: 805-238-9249, by email at sbvhoa@gmail.com, or by mail: SBVHOA, PO Box 3345, Paso Robles, Ca 93447.

Check out our website at sierrabonitavillage.com for general information, CC&R's, board meeting agenda and minutes. To keep you up to date, four bulletin boards are located around that village and you will receive our quarterly newsletter the "Voice of The Village" by mail.

The Paso Robles Senior Center at 270 Scott Street offers many interesting programs, activities and services. Phone: (805) 237-3880.

We hope you enjoy our little community and once again....Welcome!

Sierra Bonita Village HOA, Board of Directors

Recorded at the request of
Public

RECORDING REQUESTED BY:
Sierra Bonita Village HOA, Inc.

DOC#: **2013050046**

Titles: 1 Pages: **22**



Fees	77.00
Taxes	0.00
Others	7.00
PAID	<u>84.00</u>

AND WHEN RECORDED RETURN TO:
Sierra Bonita Village HOA, Inc.
c/o Andrew W. Hays
Attorney at Law
1220 Marsh Street
San Luis Obispo, CA 93401

MODIFICATION AND AMENDMENT TO
SIERRA BONITA VILLAGE
DECLARATION OF RESTRICTION

TRACTS 1143, 723, 811, 812, 813, 849, and 2276

WHEREAS, on January 15, 1999 a Declaration of Restriction for Tracts 1143, 723, 811,812, 813, 849, and 2276 was recorded as Document Number 1999-003278 of Official Records, County of San Luis Obispo, State of California, and a modification and an amendment was recorded on November 15, 2007 as Document Number 2007074962; and

WHEREAS, the following amendment has been adopted by an affirmative vote of 2/3 of the votes cast pursuant to Paragraph 20 of the Covenants, Conditions and Restrictions.

NOW, THEREFORE, SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION amends the above-referenced Covenants, Conditions and Restrictions for the Tracts as follows:

I. RULES AND REGULATIONS

PARAGRAPH 1. DEFINITIONS:

This property interest conveyed by deed to a grantee is designated as ownership; the grantee (or the grantees) is designated an owner, and the area in which the owner is given fee title is designated a living unit (including the lot), and the owner of the living unit located on the adjoining lot and having a common wall shall be known as the adjoining owner.

PARAGRAPH 2. RESIDENTIAL PURPOSES ONLY:

Said lots and homes shall be used for residential purposes only and no building or buildings shall be erected, constructed, altered or maintained on any of the said lots other than the customary outbuilding as permitted from time to time by the City of Paso Robles Zoning Ordinances and duly approved in writing by the Board of Directors.

PARAGRAPH 3. RESIDENCE AND AGE RESTRICTIONS::

- A. A sole resident of a unit, whether an owner or lessee, shall be at least fifty-five years of age as of the first day of occupancy.
- B. Of the persons residing in a unit, whether or not related by blood, one must have attained the age of fifty-five, and none shall be under the age of twenty-five years.
- C. A spouse who is not yet fifty-five years of age, is an owner of title and has resided in the home for more than twelve months at the time of the death of prolonged absence (due to illness) of the qualifying person who is fifty-five years of age or older may continue to reside in the home.
- D. The number of residents in a unit shall be no more than three for a two-bedroom unit and no more than five for a three-bedroom unit.
- E. Guests may visit but not reside in a unit. Babysitting is considered a visit and is also limited to fourteen days a year per person. Visitation shall not exceed a total of six weeks per year with no more than fourteen days consecutively. In the event of dispute between the Board of Directors and any owner regarding the owners' compliance with the terms of this section, it shall be the responsibility of the owner to furnish evidence of compliance to the Board of Directors.

PARAGRAPH 4. BOARD OF DIRECTORS

- A. There shall be a Board of Directors, consisting of a minimum of seven persons and a maximum of nine persons. There shall be held an annual election no later than April 1 of each year to elect three members of the Board, each for a three (3) year term and each of whom shall be both owners and occupiers of units within Sierra Bonita Village.
- B. Said Board shall have the right and power to interpret and enforce all covenants, conditions and restrictions in its sole discretion, exercised in good faith, and independently of the owners as per State Mandated law. Decisions by the Board are final and legally binding pertaining to judgments rendered regarding claims for breach of these covenants.
- C. The Board of Directors shall have the right to adopt, amend, or revise reasonable Bylaws governing the operations of the Board members, officers, election procedures, committee records, financial matters, and other matters relating to organization and operation of the Board.

- D. Each unit owner shall pay annual dues as established by the Board of Directors, subject to increase when the Board of Directors deems necessary. Dues statements will be sent to the owner of record at an address currently on record.

PARAGRAPH 5. STRUCTURES

No building of any kind shall be moved onto any lot without the prior written permission of the Board of Directors.

No structure shall be more than one story in height.

PARAGRAPH 6. TRASH, RECYCLE AND GREEN WASTE RECEPTACLES

All trash, recycle, and green waste receptacles must be kept out of sight except for the day before and the day of scheduled pickup.

PARAGRAPH 7. TRAILERS, BOATS AND RECREATION VEHICLES

No trailer, boat, recreational vehicle, inoperative or “unlicensed” motor vehicle, or part thereof, shall be placed or stored in any front or side yard of any lot or its driveway that is visible from the street for more than seventy-two hours. Recreation vehicles (motor homes, fifth wheels, campers, etc.) may be parked for up to seventy-two hours for preparation of the vehicle for departure and upon return an additional seventy-two hours to prepare the vehicle for return to storage at an off-site storage facility.

PARAGRAPH 8. PLANS AND SPECIFICATIONS:

No building, improvement, or other structure shall be commenced upon any of said lots until the location and the complete plans and specifications, including the color scheme of each building, fence and/or wall to be erected upon the lot have been approved in writing by the Board of Directors and no structure shall be located on any lot in front of the setback line as noted in the City ordinance. Nothing shall be done in any unit which will impair the structural integrity of the building, or which would structurally change the building, except as is otherwise provided herein.

PARAGRAPH 9. EXTERIOR ALTERATIONS

No alterations shall be made in the exterior design or color of any structure unless such alteration, including any addition, shall have been first approved in writing by the Board of Directors. All colors must be neutral, including repainting. Colors of attached units must match, including garage doors.

PARAGRAPH 10. TENTS, SHACKS, SIGNS, ANTENNAS/SATELLITE DISHES, ETC.

- A. No tent, shack, canopy, shed, trailer, vehicle, garage or outbuilding shall at any time be used for occupancy. Nor shall any such unit be placed or stored in the front or side of any lot, or so that it is visible from the street.

- B. No signs of any kind or for any use or purpose whatsoever other than signs of customary and reasonable dimensions, not to exceed 3 ft. x 3ft, advertising the property for sale or rent, or relating to political elections (which must be removed within one week of the conclusion of the election), shall be erected, posted, pasted, painted, or displayed upon any said lots or upon any building or other structure thereon, without the prior written permission of the Board of Directors.
- C. To ensure adequate aesthetic controls and to maintain the general attractive appearance of the Development, no Owner, resident, or lessee shall place or maintain any objects, such as masts, towers, poles, or radio or television antennas, on the exterior of any building within the Development unless approval of the Board is first obtained.

PARAGRAPH 11. ANIMALS

Keeping, raising, and/or breeding of animals or birds of any kind on any premises shall not be allowed except for the keeping of household pets. A household may have no more than two domestic pets. Poultry or pigs are not considered domestic animals. No animal or bird, of any kind, shall be bred or maintained for any commercial purpose. All pets shall be confined to owners' lot or be under leash control at all times.

PARAGRAPH 12. MAINTENANCE

- A. Required Maintenance of Lots and Residences. If any Lot of Residence is maintained so as to become a nuisance, fire, or safety hazard for any reason, including without limitation, failure to perform maintenance pursuant to Section B of this Paragraph, the Association shall have the right to enter the Lot, correct the offensive or hazardous condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner. Any entry on the property of any Owner by the Association shall be limited as follows:
 - 1. The right of entry may be exercised immediately and without prior notice to the Owner or resident in case of an emergency originating in or threatening the Lot when entry is required onto any adjoining Lots. The Association's work may be performed under such circumstances whether or not the Owner or resident is present.
 - 2. In all non-emergency situations involving routine repair and/or maintenance activities, the Association, or its agents, shall furnish the Owner or resident with at least 24 hours prior written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry, and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing on the Lot.
 - 3. In all non-emergency situations involving access by the Association for purposes of enforcing the Governing Documents against an Owner in default, the Association's entry shall be subject to observance in the

notice and hearing requirements imposed by these governing documents.

- B. Painting, Maintenance and Repairs. In the event that the Board of Directors, in its sole discretion, determines that painting, maintenance or repair, hereinafter referred to as "work", of a unit or yard is reasonably necessary to preserve the appearance and value of an adjoining unit yard or driveway, the Board of Directors shall give written notice of the necessity of such work to the owner of such unit, yard or driveway in which event said owner shall be obligated, at his sole cost and expense, to perform said work. Any such work is to be performed within the time stated in notification. Failure to perform said work will result in the Board performing the work at the Owner's expense pursuant to Paragraph 12A, above.

PARAGRAPH 13. COMMERCIAL BUSINESSES

No commercial business shall be conducted on any lot.

PARAGRAPH 14. GENERAL NUISANCE

A nuisance is defined as any act defined as a nuisance by law or any act which is considered by the Board of Directors to be obnoxious or offensive.

PARAGRAPH 15. RENTALS AND PROSPECTIVE PURCHASERS

- A. Obligations of Owners. Owners of Lots within the Development shall be subject to the following:
- (i) Delegation of Use and Leasing of Residence. Any rental or lease of a residence shall be subject to the provisions of the Governing Documents all of which shall be deemed incorporated by reference in the lease or rental agreement. Each Owner-lessor shall provide any tenant or lessee with a copy of all Governing Documents and shall be responsible for compliance by the tenant or lessee with all of the provisions of the Governing Documents during the tenant/lessee's occupancy and use of the residence.
 - (ii) Owner's Duty to Notify Association of Tenants and Contract Purchasers. Each Owner shall notify the administrator of the Association of the names of any contract purchaser or tenant residing in the Owner's Lot.
 - (iii) Contract Purchasers. A contract seller of a Lot must delegate the seller's voting rights as a Member of the Association to any contract purchaser in possession of the Lot. Notwithstanding the foregoing, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the Lot sold has been transferred to the purchaser.
 - (iv) Notification to Prospective Purchasers.

- a. As more particularly provided in California Civil Code §1368, as soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Lot, the Owner thereof must give the prospective purchaser:
- (1) A copy of any Governing documents distributed by the Association under California Civil Code §1365;
 - (2) A true statement in writing from an authorized representative of the Association (delinquency statement) as to (1) the amount of the Association's current regular and special assessments and fees, and (2) the amount of any assessments levied on the Owner's Lot that remain unpaid as of the date of the delinquency statement and any monetary fines or penalties levied on the Owner's Lot and unpaid as of the date of the delinquency statement. The delinquency statement shall also include true information on late charges, interest, and costs of collection that, as of the date of the delinquency statement, are or may become a lien against the Owner's Lot under Civil Code §§1367 and 1367.1;
 - (3) A copy or a summary of any notice previously sent to the Owner under Civil Code §1363(h) that sets forth any alleged violations of the Governing Documents that remain unresolved at the time of the request; and
 - (4) A statement disclosing any change in the Association's current Regular and Special Assessments and fees that have been approved by the Board but have not become due and payable as of the date the information is provided.
- b. Within 10 days of the mailing or delivery of a request for the information described above, the Association shall provide the Owner with copies of the requested items. The Association shall be entitled to impose a fee for providing the requested items equal to (but not more than) the reasonable cost of preparing, reproducing and mailing the requested items.
- c. The provisions of this Section, except for those relating to the furnishing of a delinquency statement, shall not apply to any Owner who is subject to the requirements of California Business and Professions Code §11018.1 (which requires certain sellers to provide prospective purchasers with a California Department of Real Estate Public Report in connection with the sale of a Lot).

II. RIGHTS AND REMEDIES OF HOMEOWNERS AND SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION

PARAGRAPH 16. EXTENSION OF CONDITIONS AND RESTRICTIONS--BREACH AND DEFAULT:

- A. Remedy at Law Inadequate. Except for the non-payment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default, or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant, or user of any Lot, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers, or Board of Directors, or by their respective successors in interest.
- B. Nuisance. Without limiting the generality of the foregoing Section (a), the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.
- C. Attorneys Fees. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any procedure to enforce the Governing Documents or a party's rights arising under the Governing Documents. Such enforcement procedure includes an action brought in any court having jurisdiction over any alternative dispute resolution procedure implemented under the Governing Documents or Civil Code §§1354 and 1363.820-1363.840, as those sections may be renumbered and revised from time to time. In any enforcement procedure, such as mediation, conducted under Civil Code § 1363.830, in which there is not an agreement between all of the parties that attorneys will represent them, recoverable costs are limited to attorney fees and costs incurred in providing the notices required under statute.
- D. Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.
- E. Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability on the Association or the Board, or any of its officers or agents.

F. Rights and Remedies of the Association.

- (i) Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey the Association Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available at law or in equity, including but not limited to hiring legal counsel, imposing fines and monetary penalties, pursuing legal action, or suspending the Owner's voting rights as a Member of the Association, provided, however, that the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this Section F.

The decision on whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Association's Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner shall have the rights of enforcement under California Civil Code §§1363.830, and 1369.590, or otherwise by law.

- (ii) Schedule of Fines. The board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment, subject to the limitation on the use of lien and foreclosure remedies stated in Paragraph 17.
- (iii) What constitutes a Violation. A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance.
- (iv) Limitations of Disciplinary Rights.
- a. The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot due to the failure by the Owner (or his or her family members, tenants, guests, or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule except when the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising out of arbitration, or a foreclosure or sale under a power of sale for the Owner's failure to pay

Assessments levied by the Association, or when the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member of the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents, so long as the Association's actions satisfy the due process requirements set forth below.

- b. Monetary penalties imposed by the Association (i) for failure of a Member to comply with the Governing Documents; (ii) as a means of reimbursing the Association for costs incurred by the Association in repairing damage allegedly caused by a Member; or (iii) in bringing the Member and his or her Lot into compliance with the Governing Documents, may not be characterized nor treated as an Assessment that may become a lien against the Member's Lot enforceable by a sale of the Lot in non-judicial foreclosure, provided, however, that this limitation on the Association's lien rights shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney fees) in the Association's efforts to collect delinquent Assessments.
- c. No disciplinary action, penalty, or temporary suspension of rights shall be imposed under this Article unless the Owner alleged to be in violation is given at least ten (10) days prior notice by personal delivery or first-class mail that the Board of Directors will be meeting to consider imposing such discipline. The notice shall include, at a minimum, the date, time, and place of the meeting, the nature of the alleged violations for which the Owner may be disciplined, and a statement that the Owner has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Owner.
- d. If disciplinary action is taken, the Board shall notify the accused Owner, in writing, either by personal delivery or first-class mail, of the Board's decision within fifteen (15) days following conclusion of the hearing.
- e. In accordance with Civil Code §1363(h), disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this Section. The hearing and disciplinary procedures shall be those set forth in Civil Code §1363.840.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes (i) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (ii) a traffic or fire hazard; (iii) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations), the Board of Directors, or its duly authorized agents, may undertake immediate corrective or disciplinary action and on the offending Owner's request

(which must be received by the Association, in writing, within five (5) days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

- (v) Notice and Hearing Procedures. If the Association acts on its own initiative to schedule a hearing, notice of the date, time, and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefore shall be delivered to the Association no later than five (5) days following the date when the fine is levied.

The hearing shall be held no more than fifteen (15) days following the date of the disciplinary action or fifteen (15) days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

At the hearing, the accused shall be given the opportunity to be heard, including the right to present evidence and to present or question witnesses. The Board shall notify the accused Owner, in writing, of the Board's decision within five (5) business days following the conclusion of the hearing. In no event shall the effective date of any disciplinary action commence sooner than five (5) days following conclusion of the hearing unless (A) the hearing merely affirms summary disciplinary action initiated under the immediately preceding paragraph, or (B) earlier commencement is necessary to preserve the quiet enjoyment of other residents or to prevent further damage to, or destruction of, the Lots or any portion thereof.

- (vi) Notices. Any notice required by this Article shall, at a minimum, set forth the date and time for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, and a reference to the specific Governing Document provision alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice, provided, however, that if notice is given by mail it shall be sent by first-class or certified mail sent to the last address of the Member shown on the records of the Association.
- (vii) Rules Regarding Disciplinary Proceedings. The Board, or an appropriate committee appointed by the Board to conduct and administer disciplinary hearings and related proceedings, shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings, so long as such rules meet the minimum requirements of Civil Code §§1363(h) and 1363.810-1363.850. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules.

- G. Court Actions. Court actions to enforce the Governing Documents may be initiated on behalf of the Association only by resolution of the Board. Before filing any court action seeking declaratory or injunctive relief to interpret or

enforce the Governing Documents (including either such action coupled with a claim for monetary damages not in excess of \$5,000), the Association shall first comply with the provisions of California Civil Code §§1369.510-1369.580 relating to alternative dispute resolution.

- H. Assessment Collection Actions. The notice and hearing procedures set forth in Section F shall not apply to any actions by the Association or its duly authorized agents to collect delinquent assessments. Assessment collections shall be subject to the notice and procedural requirements imposed by these Governing Documents, and any other notice, hearing and/or dispute resolution requirements or procedures as may be specifically applicable by law to community association assessment collection efforts.

PARAGRAPH 17. NOTICE OF CLAIM OF BREACH--ASSESSMENTS

A. Assessments Generally.

- (i) Covenant to Pay Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefore (whether or not it shall be so expressed in such deed or conveyance), covenants and agrees to pay to the Association (a) Regular Assessments; (b) Special Assessments; (c) Special Individual Assessments; and (d) Emergency Assessments, as defined and levied under this Article.
- (ii) Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorney fees) for the collection thereof, shall be a debt and a personal obligation of the person who is the Owner of the Lot at the time the Assessment is levied. Each Owner who acquires title to a Lot (whether by conventional conveyance, at judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot which become due and payable after the date that the person acquires title. Accordingly, when a person acquires title to a Lot, he or she shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. However, if the acquired Lot is conveyed subject to a valid lien for delinquent Assessments (and related costs of collection), the Association may continue to exercise its foreclosure remedies against the Lot, regardless of the change of ownership, and/or the Association may pursue its collection remedies against the prior Owner, individually.
- (iii) Creation of Assessment Lien. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorney fees) for the collection thereof, shall be a charge on the Lot and shall be a continuing lien on the Lot against which such Assessment is made from and after the time that the Association records a Notice of Delinquent Assessment. Any lien for unpaid Assessments created under the provisions of this Article may be subject to foreclosure.
- (iv) No Avoidance of Assessment Obligations. No Owner may exempt himself or herself from personal liability for Assessments duly levied by the

Association, nor release the Lot or other property owned by him/her from the liens and charges hereof.

- (v) Limitation on Amount of Assessments. The Association shall not impose or collect an Assessment or fee that exceeds the amount necessary to defray the costs for which the Assessment or fee is levied.

B. Regular Assessments.

- (i) Preparation of Annual Budget; Establishment of Regular Assessments. Not less than 30 days nor more than 90 days before the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year by preparing and distributing to all Members a budget. If the Board fails to distribute the budget for any fiscal year within the time period specified in the first sentence of this Section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the Members' approval.
- (ii) Establishment of Regular Assessment by Board; Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year, provided, however, that, except as relates to Emergency Assessments, the Board of Directors may not impose a Regular Assessment that is more than 20 percent greater than the Regular Assessment for the Association's immediately preceding fiscal year without the Members' prior approval.
- (iii) Allocation of Regular Assessment. The total estimated Common Expenses shall be allocated among, assessed against, and charged to each Owner according to the ratio of the number of Lots within the Development owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.
- (iv) Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded in an Assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or his or her authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member. The Assessment roll (which may be maintained in electronic form) shall show, for each Lot, the name and address of the Owner of Record, all Regular, Special and Special Individual Assessments levied against each Owner and his or her Lot, and the amount of such Assessments which have been paid or remain unpaid. The delinquency statement required shall be conclusive on the Association and the Owner of such Lot as to the amount of such indebtedness appearing on the Association's Assessment roll as of the date of such statement, in favor of all persons who rely thereon in good faith.

- (v) Mailing Notice of Assessment. The Board of Directors shall mail to each Owner, at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.
- (vi) Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based on such automatic Assessment shall be payable on the regular payment dates established by the Board.
- (vii) Payment of Assessment. The total Regular Assessment levied against each Owner and his or her Lot shall be all due and payable to the Association on or before April 1st of each year.

C. Special Assessments.

- (i) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots, if at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for that fiscal year, then, except as prohibited by Section 17B(i), the Board of Directors shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.
- (ii) Special Assessments Requiring Membership Approval. The following Special Assessments require prior membership approval: (a) any Special Assessments which, in the aggregate, exceed 5 percent of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied, and (b) any Special Assessments imposed when the Board has failed to timely distribute a budget to the Members. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined below.
- (ii) Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot in the same manner prescribed for the allocation of Regular Assessments. The Special Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable in full to the Association within 30 days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

D. Special Individual Assessments.

(i) Circumstances Giving Rise to Special Individual Assessments. In addition to the Special Assessments levied against all Owners, the Board of Directors may impose Special Individual Assessments against an Owner in any of the circumstances described below, provided, however, that no Special Individual Assessments may be imposed against an Owner under this section until the Owner has been afforded the notice and hearing rights to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the acts and circumstances giving rise to liability for Special Individual Assessments include the following in the event that the Association incurs any costs or expenses to (i) accomplish the payment of delinquent Assessments; (ii) perform any repair, maintenance, or replacement to any portion of the Development that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion; or (iii) otherwise bring the Owner and/or his or her Lot into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorney fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(ii) Levy of Special Individual Assessment and Payment. Once a Special Individual Assessment has been levied against an Owner for any reason described, such Special Individual Assessment shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to the affected Owner. The Special Individual Assessment shall thereafter be due as a separate debt of the Owner payable in full to the Association within 30 days after the mailing of notice of the Assessment.

(iii) Limitation on Right to Lien Lots for Special Individual Assessments. The right of the Association to collect delinquent Special Individual Assessments through the use of lien and foreclosure remedies is subject to the limitations set forth below. However, Special Individual Assessments may be collected by the Association through the use of other legal processes, including, without limitation, an action in small claims court.

E. Purpose and Reasonableness of Assessments. Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be for use exclusively (i) to promote the recreation, health, safety, and

welfare of individuals residing within the Development; (ii) to promote the enjoyment and use of the Development by the Owners and their families, tenants, invitees, licensees, guests, and employees; Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation (with respect to which a separate lien may be created hereby) of the Owner of the Lot against which the Assessment is imposed that shall be binding on the Owner's heirs, successors, and assigns, provided, however, that the personal obligation of each Owner for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

F. Exemption of Portions of the Development From Assessments. Any portion of the Development dedicated and accepted by a local public authority shall be exempt from the Assessments and the lien thereof provided.

G. Notice and Procedure for Member Approval Under Articles. If Member approval is required in connection with any increase or imposition of Assessments under Paragraphs 17B and 17C, the affirmative vote required to approve the increase shall be a Majority of a Quorum of the Members. The quorum required for such membership action shall be a majority of the Members.

H. Maintenance of Assessment Funds.

(i) Bank Accounts. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more federally insured checking, savings or money market accounts in a bank or other financial institution selected by the Board of Directors. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees. The Board and such officers or agents of the Association as the Board shall designate shall have exclusive control of said account(s) and investments and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts shall be subject to the minimum signature requirements imposed by Civil Code §1365.5. Any interest received on deposits shall be credited proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association

(ii) Expenditure of Assessment Funds. Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of

any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

- (iii) Separate Accounts; Commingling of Funds. To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate accounting of all funds received by it in payment of each Assessment and of all disbursements made therefrom, provided, however, that receipts and disbursements of Special Assessments shall be accounted for together with the receipts and disbursements of Regular Assessments, and a separate accounting shall be maintained for each capital improvement for which reserve funds for replacement are required to be maintained by the Association.

Unless the Association is exempt from federal or state taxes, all sums allocated to capital replacement funds shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed as income of the Association.

- I. Collection of Assessments; Enforcement of Liens. Installments of Regular Assessments shall be delinquent if not paid within 15 days of the due date as established by the Board. Special Assessments, Special Individual Assessments, and Emergency Assessments shall be delinquent if not paid within thirty (30) days. When an Assessment becomes delinquent, the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law commencing 30 days after the due date until the same is paid. In addition to the accrual of interest, the Board of Directors is authorized and empowered to promulgate a schedule of reasonable late charges for any delinquent Assessments, subject to the limitations imposed by California Civil Code §§1366(c) and 1366.1 or comparable successor statutes. Once an assessment becomes delinquent, the Association may elect one or both of the following remedies:

- (i) Enforcement of an Owner's Personal Obligation to Pay Assessments. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the Assessment and in such action shall be entitled to recover the delinquent Assessment or Assessments, accompanying late charges, interest, costs, and reasonable

attorney fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in subparagraph (ii), below.

- (ii) Imposition and Enforcement of Assessment Lien; Limitations. Except as otherwise provided in subparagraph (b), with respect to the limitation on the imposition of liens for Special Individual Assessments, the Association may impose a lien against the Owner's Lot for the amount of the delinquent Assessment or Assessments, plus any reasonable costs of collection (including reasonable attorney fees), late charges, and interest by taking the following steps:
- a. Issuance of Delinquency Notice; Contents. When any assessment is more than ninety (90) days past due and at least thirty (30) days before recording a lien on the Owner's Lot to collect a delinquent Assessment, the Association shall notify the Owner in writing by certified mail of the following (the Delinquency Notice):
 - (1) A general description of the Association's collection and lien enforcement procedures and the method of calculating the amount; a statement that the Owner of the Lot has the right to inspect the Association records under Corporations Code §8333; and the following statement in 14-point boldface type (if printed) or in capital letters (if typed): "IMPORTANT NOTICE: IF YOUR LOT IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."
 - (2) An itemized statement of the charges owed by the Owner, including items on the statement that indicate the amount of any delinquent Assessments, the fees and reasonable costs of collection, reasonable attorney fees, any late charges, and interest, if any.
 - (3) A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection previously levied by the Association if it is subsequently shown that the Assessment was paid on time.
 - (4) The right of the notified Owner to request a meeting with the Board as provided below.
 - b. Application of Payments. Any payments made by the Lot Owner toward the delinquent Assessment shall first be applied to the Assessments that are owed at the time the payment is made, and only after the Assessments owed are paid in full shall the payments be applied to the fees and the costs of collection, attorney fees, late charges, or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received the payment on behalf of the Association. The Association shall provide its Members with a mailing address for overnight payment of Assessments.

- c. Rights of Owners to Dispute Claimed Delinquencies. An Owner may dispute the amounts claimed as due and owing in the Delinquency Notice by submitting to the Board a written explanation of the reasons for the dispute. If the Owner wishes to submit an explanation, it must be mailed to the Association within 15 days of the postmark of the Delinquency Notice. The Board shall respond in writing to the Owner within 15 days of the date of the postmark of the Owner's explanation.
- d. Rights of Owners to Propose Payment Plans. An Owner may also submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. This request must also be made within 15 days of the postmark of the Delinquency Notice. The Association shall provide the Owners with the standards for payment plans, if such standards have been adopted. So long as a timely request for a meeting has been tendered, the Board shall meet with the Owner in executive session within 45 days of the postmark of the request for a meeting, unless there is no regularly scheduled Board meeting within that period, in which event the Board may designate a committee of one or more Members to meet with the Owner.
- e. Association Assessment Lien Rights. Except as provided in subparagraph i, below (relating to Special Individual Assessments), the amount of the Assessment, plus any costs of collection, late charges, and interest assessed in accordance with Civil Code §1366 shall be a lien on the Owner's Lot from and after the time the Association causes to be recorded in the Office of the County Recorder a Notice of Delinquent Assessment, which shall state the amount of the Assessment and other sums imposed in accordance with §1366, a legal description of the Owner's Lot against which the Assessment and other sums are levied, and the name of the record owner of the Lot against which the lien is imposed. For the lien to be imposed by non-judicial foreclosure as provided in subparagraph h, below, the Notice of Delinquent Assessment shall state the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by any officer of the Association or by the person designated by the Association for that purpose and mailed in the manner set forth in Civil Code §2924b to all record owners of the Owner's Lot no later than 10 calendar days after Recordation.
- f. Priority of Assessment Liens. A lien created under subparagraphs e or i of this paragraph shall be before all other liens recorded against the Owner's Lot after the Notice of Delinquent Assessment, except as described in Section k.
- g. Enforcement of Assessment Liens. Subject to the limitations of this Paragraph 17I(ii), after the expiration of 30 days following the recording of a Notice of Delinquent Assessment, the lien may be enforced in any manner permitted by law, including sale by the

court, sale by the trustee designated in the Notice of Delinquent Assessment, or sale by a trustee substituted under Civil Code §2934a. Any sale by the trustee shall be conducted in accordance with Civil Code §§2924, 2924b, and 2924c (applicable to the exercise of powers of sale in mortgages and deeds of trusts). The fees of a trustee may not exceed the amounts prescribed in Civil Code §§2924c and 2924d.

- h. Obligation to Record Lien Releases. If it is determined that a lien previously recorded against a Lot was recorded in error, the party who recorded the lien, within 21 calendar days, shall record or cause to be recorded in the Office of the County Recorder a lien release or notice of rescission and provide the Lot Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission. In addition, within 21 days of the payment of the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause to be recorded in the Office of the County Recorder a lien release or notice of rescission and provide the Lot Owner a copy of the lien release or notice that the delinquent assessment has been satisfied.
 - i. Limitation on Authority to Use Lien and Foreclosure Remedies to Collect Special Individual Assessments. Only Special Individual Assessments imposed to recover late charges, reasonable costs of collection, and interest assessed in accordance with Civil Code §1366(e) shall be subject to collection by the Association through the lien and foreclosure remedies described in subparagraphs e through h, above.
 - j. Effect of Failure to Adhere to Lien Restrictions. If the Association fails to comply with the procedures set forth in this Section before recording a lien, the Association shall recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Lot Owner. The provisions of this Section are intended to comply with the requirements of Civil Code §1367.1 in effect as of January 1, 2003. If these Civil Code sections are amended or modified in the future in a way that is binding on the Association and causes this Section to be in conflict with applicable law, the provisions of this Section automatically shall be amended or modified in the same manner by action of the Board of Directors without necessity of approval of the amendment by the Members.
- J. Transfer of Lot by Sale or Foreclosure. The following rules shall govern the right of the Association to enforce its Assessment collection remedies following the sale or foreclosure of a Lot:
- (i) Except as provided in subparagraph (ii) below, the sale or transfer of any Lot shall not affect any Assessment lien that has been duly Recorded

against the Lot before the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.

- (ii) The Association's Assessment lien shall be extinguished as to all delinquent sums, late charges, interest, and costs of collection incurred before the sale or transfer of a Lot under a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not under a deed-in-lieu of foreclosure). A "prior encumbrance" means any first Mortgage or other Mortgage or lien Recorded against the Lot at any time before Recordation of the Association's Assessment lien.
 - (iii) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall relieve the new Owner of such Lot (whether it be the former beneficiary of the first Mortgage or other prior encumbrance or a third party acquiring an interest in the Lot) from liability for any Assessments which thereafter become due with respect to the Lot or from the lien thereof.
 - (iv) Any Assessments, late charges, interest, and associated costs of collection that are lost as a result of a sale or transfer of a Lot covered by subparagraph (ii), above, shall be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and his or her successors and assigns.
 - (v) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the Association's right to maintain an action against the foreclosed previous Owner personally to collect the delinquent Assessments, late charges, interest, and associated costs of collection incurred before and/or in connection with the sale or transfer.
- K. Priorities. When a Notice of Delinquent Assessment has been Recorded, such notice shall constitute a lien on the Lot prior and superior to all other liens or encumbrances Recorded subsequent thereto, except (a) all taxes, bonds, assessments, and other levies that, by law, would be superior thereto, and (b) the lien or charge of any first Mortgage of Record (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value, provided, however, that such subordination shall apply only to the Assessments that have become due and payable before the transfer of such property under the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or other prior encumbrance.
- L. Assignment of Rents. Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupancy of any or all parts of any Lot owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments due the Association under this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such lease or agreement as they become due and payable, provided, however, that the Association at its sole discretion, may revoke such authority at any time, on

written notice to the Owner of a default in the payment of any Assessment due hereunder. On revocation of such authority the Association may, under court order or by court appointed receiver, collect and retain such monies, whether past due and unpaid or current.

- M. Waiver of Exemptions. Each Owner, to the extent permitted by law, waives, to the extent of any liens created under this Article, the benefit of any homestead or exemption law of California in effect at the time any Assessment or installment thereof becomes delinquent or any lien is imposed.

PARAGRAPH 18. NOTICES:

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered within three (3) days in California and/or ten (10) days out of state after having been deposited in the United States Mail, postage prepaid, certified mail, addressed to each such person at the resident address of such person.

PARAGRAPH 19. COMMON WALL:

This section shall now read:

- A. The common wall is situated between two garages and/or two living units. Both unit owners are responsible for its maintenance and repair. The term "common wall" shall also include all fences erected as part of the original development.
- B. Nothing shall be altered or constructed on or removed from the common wall, except upon the written consent of both unit owners.
- C. The adjoining owner of a unit, upon reasonable notice, may enter the opposite adjoining unit when necessary in connection with any maintenance or construction connected with the common wall. Such entry shall be made after reasonable notice to and with as little inconvenience to the adjoining owner as practicable and any damage caused thereby shall be required by the entering adjoining owner at their expense. No change or modification to the common walls may be made without prior Board approval.

PARAGRAPH 20. INTERPRETATION:

The provision of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the real property and improvement thereon. The interpretation and enforcement of these provisions are at the sole discretion of the Board on a case by case and/or individual basis. Failure by the Board to enforce any provision hereof, shall not constitute either a precedent or a waiver of the Board's right to enforce said provision at any time thereafter.

PARAGRAPH 21. AMENDMENT:

Any provision of this Declaration may be amended by vote or written assent of unit owners representing not less than sixty-seven (67%) of the total number of votes cast.

Any such amendment shall be executed by the Board of Directors and recorded in the office of the San Luis Obispo County Recorder.

PARAGRAPH 22. SEVERABILITY:

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION, A California nonprofit, mutual benefit corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tracts 1143, 723, 811, 812, 813 849, and 2276 on this 26 day of August, 2013.

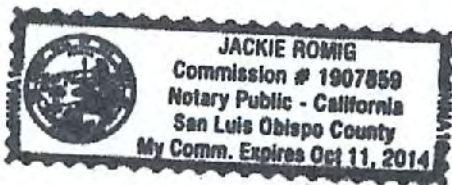
SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION

By Ed Toney
(Ed Toney, President)

STATE OF CALIFORNIA)
)
COUNTY OF SAN LUIS OBISPO) ss.

On August 26, 2013, before me, Jackie Romig, a Notary Public, personally appeared **Ed Toney**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Jackie Romig
Signature of Notary

2024 Policy Statement Summary

11/22/2023

This is a summary of the **2024 Policy Statement**. The entire statement may be requested in writing to: Assoc. Manager, Terri A. Henley, P.O. Box 3345, Paso Robles, CA 93447, Phone: (805) 238-9249 or by Email: sbvhoa@gmail.com. All business inquiries and overnight payments are to be mailed to the same address.

- If requested in writing, a member may have up to two specified addresses for delivery of documents.
- **General notices** are located on the bulletin boards, located on: Airport Road at Scott Street, Westfield Road at Scott Street, in Turtle Creek Park on Brookhill Road near Deerfield Lane, and between the 700 and 800 blocks of Turtle Creek Road.
- Documents will be mailed via first-class mail and/or email to the most current address on file. Owners are responsible to notify Association in writing of change of physical address and current email and phone number.
- The Minutes will be completed within 30 days of the meeting. A copy shall be mailed to any member upon written request and reimbursement of costs.
- **Collections** per Resolution 2018-04 requires that a \$10.00 minimum late fee be charged for dues if not paid within forty-five (45) days. Interest on delinquent accounts is 10% per year. Upon notice within 90 days, the account will be turned over to the attorney for legal action to collect delinquent assessments, and/or a Notice of Claim Lien against the owner's property may be filed for delinquent dues. The Association has the right to collect legal fees. Owners may negotiate payment plans. Return check fee is \$50.00.
- Maintenance violation fees are \$50, \$100 and \$200 for each additional 30 days repairs are delinquent. After the second notice, a fine of \$10.00 may be assessed each time a trash receptacle is noticed being stored that is visible from the street.
- **Fines** of up to \$500, may be assessed to homeowners who continue to violate CC&R's after notification. Owners are responsible for the actions of their guests and tenants.
- An owner alleged to be in violation will be given ten (10) days prior notice before the Board will consider imposing a fine. The notice shall include, date, time, and place of the meeting, the nature of the alleged violations, and a statement that the Owner has a right to attend. The owner will be notified within fifteen (15) days of a decision.
- Approval by the Board of Directors is required for alterations made in the exterior design or color of any structure that is visible from the street or requires a building permit by the City. Colors of attached units must match except garage doors. A garage door that comes from the vendor in a white or off-white color need not be painted.

Resolution 2022-1

ESCROW TRANSFER FEES AND REFINANCING DOCUMENTATION FEES

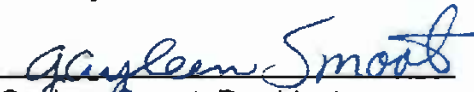
We, the undersigned members of the board of directors of Sierra Bonita Village Homeowners Association, Inc. do approve the following resolution.

WHEREAS the board of directors deems that the expense of completing forms, supplying documentation and updating databases during escrow and re-financing should not be absorbed by the dues payments of all of the Association members and that such expenses shall be charged to the individuals involved in the escrow process or re-financing process in which these documents are required. Therefore be it resolved that the following policy be adopted:

1. A transfer fee of \$200.00 will be charged for supplying disclosure document and the time and cost associated with the updating databases during escrow.
2. A processing fee of \$50.00 will be charged for completing and supplying the documents required by lending companies during refinancing.


These fees shall be periodically reviewed and increased when necessary by a vote of the Board of Directors.

Resolution No. 2022-01 is hereby made a part of the Minutes of the Board of Directors meeting of October 19, 2022.


Gayleen Smoot, President


Paula Peargin, Vice President


Larry Miller, Treasurer/A&M Chairman


Barbara Dowdy, Secretary


Trish Boswell, Director

**SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC.
RESOLUTION NO. 2018-04**

ORIGINAL

THIS RESOLUTION SUPERCEDES RESOLUTION NO. 2015-01 PERTAINING TO FINES, ASSESSMENTS AND COLLECTION PROCEDURES.

WHEREAS the Board of Directors deems it to be in the best interest of the Association to clarify and confirm policies and practices necessary to impose its penalty, lien rights and other legal remedies for breach of CC&R provisions and

WHEREAS continued violations of the CC&R's compromise the peaceful enjoyment of all Village residents and may reduce the value of the properties in the area. It was determined that an increase of fines for non-compliance with CC&R's and maintenance requirements was necessary to defray additional administration costs and attorney fees charged to bring residents/owners into compliance with the CC&R's and affect needed repairs,

NOW THEREFORE BE IT RESOLVED that the Association hereby adopts the fine schedules, policies, and practices as follows:

- 1. Maintenance:** The following is the schedule of fines for non-compliance of required maintenance within the time required:
A fine of \$ 50.00 will be assessed if required repairs are not completed within 30 days of the date of the first notice. The fine will be increased to \$100.00 if the repairs are not completed within 60 days from the date of the original notice and will increase to \$200.00 if repairs are not completed within 90 days from the date of the original notice. At that time the Board will make arrangements for an outside vendor to complete the required repairs and the homeowner will pay the cost of those repairs.
Homeowners may request an extension of time to complete necessary repairs if there are extenuating circumstances. The request must be in writing and approved by the Board of Directors. No extensions will be given to any homeowner who is receiving rental income from their property.
- 2. Trash Receptacles:** Trash receptacles must be stored out of sight, except for the day before and the day of trash pick-up. This includes black trash bins, recycle bins, and green waste bins. After the first warning a homeowner may be assessed a fine of \$10.00 for each occasion that a bin is visible from the street.
- 3. CC&R's Infractions (with exception of Maintenance requirements addressed in paragraph 1.)**
Owners may be assessed a fine up to five hundred dollars (\$500) for any violation of the CC&R's that continues for more than forty-five (45) days from the date of the notification letter, except obnoxious or offensive behavior. A fine of five hundred dollars (\$500) may be assessed for homeowners who continue to exhibit obnoxious or offensive behavior thirty (30) days from the date of the notice of violation.
- 4. Guests and Tenants:** All owners are responsible for the behavior of their tenants/guests and may be assessed a fine of up to five hundred dollars (\$500) if tenants/guests continue to exhibit obnoxious or offensive behavior thirty (30) days from the date of the notice of a violation or continue to violate any other conditions of the CC&R's, for (45) days from the date of the letter of notification. **All landlords must include in their rental/lease agreements that failure of the tenant or their guests to adhere to the CC&R's is grounds for eviction.**
- 5. Twenty-four Hour Caregivers Under Minimum Age:** A homeowner requesting approval for a 24 hour caregiver under the minimum age allowed but over 18 years of age, must submit a letter from their attending physician stating that the patient is in need for 24 hour care.
A 24 hour "care giver" will be required to submit a completed "Care Giver Application", which needs to be approved by the Board of Directors prior to the caregiver moving in. No "care giver" shall be under the age of 18 years of age and must provide identification of such to the Board of Directors.
- 6. Unapproved Improvements:** With regard to paragraphs 8 and 9 of the CC&R's. For all replacements, improvements or new installations done by a property owner without prior Board review and approval, the property owner may be assessed a fine of up to Five Hundred Dollars

SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC.
RESOLUTION NO. 2018-04

ORIGINAL

(\$500) for said unapproved additions or alterations if not removed or brought to Association standards within forty-five (45) days of written notification from the Association.

All replacements, improvements or new installations shall be fabricated of appropriate materials, be permitted by the city when required and shall be of a neutral color which would include white.

6. **Collection Procedures:** Any dues, fines or assessments not paid within forty-five days (45) days shall be subject to a minimum of a \$10.00 late fee or a 10% increase (whichever is greater) and if not paid within ninety (90) days, will be turned over to the attorney for collections and/or a Notice of Claim of Lien which may be recorded in the office of the County Recorder in accordance with the laws of the State of California. Attorney's fees for this procedure will be added to the lien.
7. **Legal Intervention:** Legal intervention may commence 90 days after the date of the first violation letter and the homeowner will be liable for all attorneys fees and filing fees necessary to bring the homeowner into compliance and or to collect assessments, including letters, lien preparation and filing fees.
8. **Annual Dues:** Annual dues are due on the first day of each January and cover the fiscal period of January first through December thirty first each year. Dues are delinquent if not received by the first day of February and will be subject to a Late Fee assessment. Checks deposited by the Association and returned uncollectable by the bank are subject to a \$50.00 returned check fee. Payments by homeowners will be applied to the homeowners account in this order: Unpaid association fees, returned check fees, late fees, and collection costs. Annual dues and late fees will be determined by the Board of Directors during the formulation of the annual budget.
9. **Exceptions:** Notwithstanding the foregoing, the Board of Directors from time to time may make exceptions or grant extensions of time to a member, when, in the sole discretion of the Board, it has been determined that extenuating circumstances exist so as to warrant such exception and/or extension, and the Board receives reasonable assurances that such moneys as may be due the Association will be paid by virtue of said exception and/or extension.
10. **Assessments:** The Association intends the word "assessment" to include but not be limited to the Association fee; any individual owner of the Association fines, penalties, interest, or other charge the Board of Directors may levy against an owner or owners in accordance with its authority under the CC&Rs and By-laws.

The foregoing policies and practices shall remain in effect until such time as they may be changed modified or amended by a duly adopted resolution of the Board of Directors.

BE IT THEREFORE RESOLVED that within sixty (60) days prior to the beginning of each fiscal year a copy of this Standard Procedure for Assessment and Collection of Delinquent Homeowner Accounts as adopted or subsequently modified and amended, shall be delivered to each of the members of the Association in the manner and pursuant to the requirements of California Civil Code Section 1365.

Resolution 2018-04 is hereby made a part of the minutes of the Board of Directors Meeting of November 21, 2018

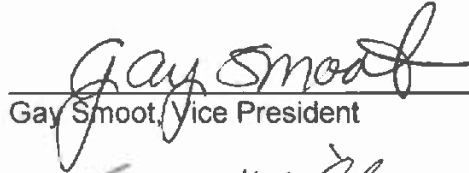
Motion by: David Sturtridge Second by: Barbara Dowdy
to adopt Resolution No. 2018-04, so carried.

SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC.
RESOLUTION NO. 2018-04

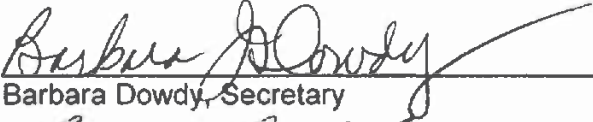
ORIGINAL



Barbara Jones, President



Gay Smoot, Vice President



Barbara Dowdy, Secretary



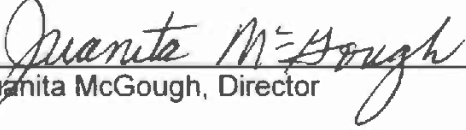
Larry Miller, Treasurer



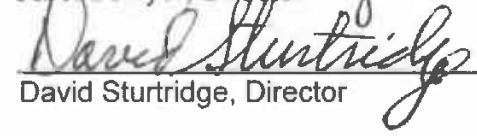
Connie Callahan, Director



Carol Bowyer, Director



Juanita McGough, Director



David Sturtridge, Director

BY-LAWS OF

SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Po Box 3345, Paso Robles, CA 93447 Phone: (805) 238-9249

Email: sbvhoa@gmail.com Website: sierrabonitavillage.com

THESE AMENDED BYLAWS AMEND AND SUPERCEDE THOSE BYLAWS OF SIERRA BONITA VILLAGE HOMEOWNERS' ASSOCIATION, INC. DATED FEBRUARY 27, 1989

ARTICLE I

NAME AND LOCATION

- 1.1 Name: The name of the Association is Sierra Bonita Village Homeowners Association, Inc., hereinafter referred to as "the Association".
- 1.2 Principal Office: The principal physical office of the Association shall be located at the address of the Association Manager. The principal mailing address is PO Box 3345, Paso Robles, 93447, County of San Luis Obispo, State of California.
- 1.3 Change of Principal Office: The Board of Directors is hereby granted full power and authority to change the principal office of the Association from one location to another in the County of San Luis Obispo, California. Any such change shall be noted in these Bylaws, but shall not be considered an amendment of these Bylaws.

ARTICLE II

DEFINITIONS

- 2.1 The definitions contained in the Declaration are incorporated by reference herein.
- 2.2 "Declaration of Restrictions" shall refer to the Covenants, Conditions and Restrictions applicable to the property with respect to TRACTS 723, 811, 812, 813, 849, 1143 and 2276 in the City of Paso Robles, in the Official Records, San Luis Obispo County, State of California.

ARTICLE III

MEMBERS

- 3.1 Class: The Association shall have one class of members only. Persons owning more than one property have one vote for each property owned. Multiple owners of a single property have only one vote per property address.
- 3.2 Eligible Members: Any person owning property, in Tract 723, Tract 811, Tract 812, Tract 813, Tract 849, Tract 1143 and Tract 2276, in the City of Paso Robles, County of San Luis Obispo, State of California, shall be eligible for membership in the Association.
- 3.3 Annual Dues: The annual dues payable to the Association pursuant to the Declaration of Restrictions shall be due and payable the first day of January, of each year in an amount determined by a majority vote of the Board of Directors. No increase from one fiscal year to another will exceed 20% unless voted on by the Associations' membership.

If a vote concerns the increase of more than twenty percent (20%) of a regular assessment for the Associations' preceding fiscal year or to impose a special assessment, an affirmative vote of not less than 51% of a quorum of the Associations' membership shall be required.

- 3.4 Non-Assessment: Membership shall be assessable, limited only by the Declaration of Restrictions.
- 3.5 Number of Members: The number of members in the Association shall be no greater than the number of properties covered by these Bylaws. Any conveyance, judicial sale or other voluntary or involuntary transfer of the owners' property shall include the owners' membership.
- 3.6 Names and Addresses: The Association shall keep a computer-generated database containing the name, address and phone number of each member. The Association shall also maintain records of the commencement and the date on which such membership ceased. The database shall be located on the business office computer at the principal office of the Association, and shall be subject to the rights of inspection required by law as set forth in Section 3.7 of these Bylaws.
- 3.7 Right to Inspection: Any member shall have the right to inspect and copy records of members' names and addresses or request a copy of the membership list after submitting a prior written demand, which shall be submitted five (5) working days prior to receiving access and shall state the purpose for which the request is made.

All Association records shall be made available according to the time frames specified by Civil Code §5210 (b).

The Association must make the accounting books, records and minutes of the proceedings available for inspection and copying in the Associations' business office within the development, or at a mutually agreed upon location.

- 3.8 Termination of Rights: The membership and all rights of membership shall automatically terminate on death of the member or the transfer of title to the property.

ARTICLE IV

MEETING OF MEMBERS AND VOTING

- 4.1 Annual Meeting: The regular annual meeting will be held within thirty- days of the same day of the same month each year.
- 4.2 Special Meetings: Special meetings of the members shall be called at any time by a majority of a quorum of the Board of Directors, or by the President, or upon written request of the members representing five percent (5%) of the total voting power of the Association.
- 4.3 Notice and Place of Special Meetings: Written notice of any special meeting of the members shall be delivered by the Manager to all members by personal delivery, first class mail or email at least ten (10) but not more than ninety (90) days before such meeting. Such notice shall specify the place, day, hour and the purpose of the meeting.

If member action is required, no such action is valid unless the notice or written waiver of notice states the general nature of any proposal(s).

- 4.4 Quorum: Membership approval shall be taken by a vote using secret mail in ballots. Each ballot received by the inspector of elections shall be treated as one member for purposes of establishing a quorum. A quorum for any action that requires membership approval is 25% of the total voting power of the Association.

- 4.5 Proxies: At all meetings of members, each member may vote in person, by proxy or via mail in a secret ballot. All proxies shall be in writing and filed with the secretary before the appointed time of each meeting or vote count.

In the event any owner to the Association submits a proxy or written ballot, it shall contain a choice between approval and disapproval of the matter to be acted upon. The proxy or ballot vote shall be cast in accordance with the owner's directive.

- 4.6 Action without a Meeting: Any action may be taken by secret mail in ballot without a special meeting of members. The written ballot shall provide that, where the member specifies a choice, the vote shall be cast in accordance with that choice.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

- 5.1 Number: The Association shall have not less than Five (5) nor more than Nine (9) Directors.
- 5.2 Term of Office: The term of office for each director shall be three (3) years. Three (3) directors will come up for election each year and each successor shall be elected to serve for a term of three (3) years.
- 5.3 Removal Vacancies: Except as set forth below, a Director who was elected solely by the votes of members may be removed from office prior to the expiration of the Director's term only by the majority votes of a quorum of members.

If a director dies or resigns the vacancy created shall be filled by approval of the Board at a duly held meeting. Likewise, if a director misses three (3) meetings without notice or misses four (4) meetings within a twelve (12) month period, the director will be removed and the vacancy created shall be filled by approval of the Board at a duly held meeting.

The succeeding Director shall serve for the unexpired term of his or her predecessor. The members may elect a Director at any time to fill a vacancy not filled by the Board of Directors.

- 5.4 Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed, for his actual expenses, if reasonable, incurred in the performance of his duties.
- 5.5 Indemnification of Officers and Directors: Each Director, officer, manager and committee member shall be indemnified by the Association and the members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement, in connection with, any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director, officer, manager or committee member of the Association. A liability insurance policy will be maintained by the Association sufficient to cover any foreseeable legal action.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

- 6.1 Nomination: Names of proposed nominees for election may be submitted to the Board of Directors at any time prior to the general meeting, but each nomination must be approved by the members during the general meeting. Nominations may also be made from the floor during the general meeting. All candidates shall have reasonable opportunity to communicate their qualifications to the members and to solicit votes.

- 6.2 Election: Voting for a Director shall be by secret mail in ballots according to the requirements of the Davis Stirling Act. The persons receiving the largest number of votes shall be elected. A member shall be entitled to one vote per candidate.

ARTICLE VII

MEETINGS OF DIRECTORS:

- 7.1 Regular Meetings: All regular meetings will be held according to Roberts Rules of Order. Regular meetings of the Board of Directors shall be held monthly. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday, excluding Saturday and Sunday. Notice of the time and place of meeting shall be posted at a prominent place within all tracts involved with this Association and shall be communicated to Directors not less than four (4) days prior to the meeting. Directors are required to attend a minimum of eight (8) meetings per calendar year.
- 7.2 Special Meetings: A special meeting of the Board of Directors shall be held when called by the President or by any two members of the governing body other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one (1) of the following methods: (a) by personal delivery; (b) email or (c) by telephone communication no less than seventy-two (72) hours prior to the scheduled time of the meeting. Such notice shall be placed within the common area not less than seventy-two (72) hours prior to the meeting.
- 7.3 Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business.
- 7.4 Open Meetings: All meetings of the Board shall be open to all members, but members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.
- 7.5 Executive Session: The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of all business to be considered in executive session shall be first announced in open session. Minutes of the executive session shall be confidential and will not be posted in the common area.
- 7.6 Telephone Meetings: Any meeting, regular or special, may be held by tele-conference as long as all Directors and those participating will be able to hear via speaker and will be deemed present in person at such meeting. An explanation of the action taken shall be posted at a prominent place within the common area within three (3) days after the meeting. Any action required or permitted to be taken by the Board of Directors may be taken by a vote via telecom where a quorum is present. Such action shall have the same force and effect as a majority vote of the Board of Directors during a regular meeting.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 8.1 Duties: It shall be the duty of the Board of Directors to:

A. Requirements: All Directors are required to have access to a computer and email for document delivery, and notifications.

B. Adopt Resolutions: Adopt resolutions necessary to carry on the business of the Association, which are not in conflict with these Bylaws or Covenants, Conditions and Restrictions.

C. Maintenance: To perform an annual spring inspection of all properties and take steps to require homeowners to make necessary repairs to maintain the appearance of their properties so as not to affect the property values of the neighborhood.

D. Assessments: Fix, levy, collect annual dues and enforce assessments as set forth in Section II of the Covenants Conditions and Restrictions.

E. Expenses and Obligations: Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

F. Records: Shall keep complete records of all acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members; keep adequate and correct books and records of account, minutes of proceedings of its members, Board and committees, and a record of its members, giving their names and addresses.

G. Oversight: Oversee all officers elected, agents hired and volunteers appointed to ensure that all assigned duties are properly performed.

H. Enforcement: Enforce these Bylaws and Covenants, Conditions and Restrictions.

I. Review of Financial Records: Review on at least a quarterly basis a current profit and loss report on the Associations' operating funds and a balance sheet of all the Association's financial assets. In addition, the Board shall cause to be reconciled monthly the financial statements from the Associations' financial institution.

J. Reserve Accounts: For purposes herein, "litigation reserve" shall mean funds the Associations' Board has identified to defray the cost of litigation necessary to enforce the Covenants Controls and Restrictions and "replacement reserve" shall be monies set aside to repair or replace major components, which the Association is obligated to maintain.

K. Reserve Account Withdrawal Restrictions: A motion and a majority vote of the Board of Directors are required to transfer funds from either the litigation reserve or the replacement reserve account to the operating account for litigation, a major component repair or replacement or as temporary emergency funds.

L. Reserve Funds Transfer: Funds transferred from the replacement reserve as temporary emergency funds shall be replaced within the next fiscal year.

M. Reserve Audit: The Board shall cause to be performed an audit of the replacement reserve funds every (3) years.

8.2 Powers of the Board of Directors:

A. Manager: The Board of Directors has the power to contract with a manager or management company to handle the business affairs of the Association

B. Rules: The Board has the power to adopt rules that are reasonable and non-discriminatory and are not in conflict with these Bylaws or Covenants, Conditions and Restrictions.

C. Assessments, Liens and Fines: The Board has the power to levy and collect assessments as provided in the Covenants, Conditions and Restrictions.

D. Enforcement: The Board has the power to enforce these Bylaws and/or the Covenants, Controls and Restrictions according to the stipulations of the Davis Stirling Act.

E. Contracts: The Board will contract for goods and/or services for the benefit of the Tracts within the Association.

F. Delegation: The Board may delegate its authority and powers to a manager contracted by the Association.

a. Restrictions of Delegation: The Board may not delegate to a manager or management company the authority to make expenditures for capital additions or improvements chargeable to the reserve funds, to conduct hearings, levy monetary fines, impose special assessments, suspend an owner's rights as a member of the Association, or impose disciplinary actions. A manager may file suit, record a claim of lien, or institute a foreclosure proceeding without a vote and directive from the Board.

b. Delegation of a Manager: The board may delegate to a manager any of its other duties, powers or functions. Any such delegation shall be revocable by the Board at any time. Any such manager may be either a person or firm. The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

ARTICLE IX

OFFICERS AND THEIR DUTIES

9.1 Enumeration of Officers: The officers of this Association shall be a President and Vice-President, who shall always be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Elections of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

9.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4 Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal: Any officer may be removed from office (but not from the Board, if he is also a Board member) by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Duties: The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all legal documents,

including but not limited to, all leases, mortgages, deeds and other written instruments, including all promissory notes. The President shall have the general powers and duties of management usually vested according to the Davis Stirling Act and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

B. Vice President. The vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary. The Secretary shall record the votes, keep the minutes of all meetings and proceedings of the Board, and of the members; serve notice of meetings of the Board, of the members; keep appropriate current records showing the members of the Association together with the addresses, and shall perform such other duties as required by the Board.

D Treasurer. The Treasurer shall deposit in appropriate bank accounts all monies of the Association, shall disburse such funds as directed by resolution of the Board of Directors; shall renew or purchase certificates of deposit by resolution of the Board of Directors, and shall pay all invoices for supplies or services used by the Association.

The Treasurer shall perform the following duties unless otherwise assigned to a manager: keep proper books of account; regularly prepare, and distribute budgets and financial statements to each Director. Reconcile monthly bank statements. Prepare transfers to and from the reserve accounts according to Paragraph 9.7, Section E, in these by-laws.

E. Transfer Funds from Reserve Account. The transfer of any funds from either of the Association's reserve accounts shall require a motion and majority vote by the Board of Directors. Such motion shall be a part of the minutes and back-up for such transfer to be performed by the Treasurer.

F. Delegation. The foregoing duties may be delegated to a manager appointed by the Board.

ARTICLE X

COMMITTEES

10.1 The Board shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Davis Stirling Act, also require members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board of Directors; (e) appoint any other committees of the Board of Directors or the members of those committees; (f) approve any transaction to which the Association is a party and one or more Directors have a material financial interest in.

ARTICLE XI

AMENDMENTS

11.1 These Bylaws may be amended only by the affirmative vote of at least 66 2/3% of a quorum of the Associations' members according to Article IV, Paragraph 4.4 of these Bylaws.

11.2 In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the CC&R's and these Bylaws, the CC&R's shall control.

ARTICLE XII

MISCELLANEOUS

12.1 The fiscal year of the Association shall begin on the first (1) day of January and end on the Thirty-first (31) day of December every year.

The undersigned, being the President of the SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION, INC. do hereby certify:

That the foregoing Amended Bylaws were approved by the requisite vote of the members and by the Board of July 19, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5th day of

September, 2017.

Barbara Jones, President

A handwritten signature in black ink, appearing to read 'Barbara Jones', is written over a horizontal line. The signature is stylized and cursive.



State
of
California
OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

NOV 16 1988



March Fong Eu

Secretary of State

1627246

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

NOV 08 1988

MARCH PDNG EU, Secretary of State

ARTICLES OF INCORPORATION

OF

SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of the Corporation is SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

INITIAL AGENT FOR SERVICE OF PROCESS

The name of the Corporation's initial agent for service of process is W. R. Duncan. The address of its initial agent is: 1740 Ponderosa Lane, Paso Robles, California 93446.

ARTICLE III

PURPOSES OF THE CORPORATION

This Corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

This Corporation does not contemplate pecuniary gain or profit to the members thereof. The specific primary purpose for

which it is formed is to provide for architectural control of the residence units within those certain tracts situated in the City of Paso Robles, County of San Luis Obispo, California, more particularly described as Tract Nos. 723, 811, 812, 813, 849 and 1143, to enforce the Declarations of Building Restrictions and Architectural Control which were recorded in conjunction with such tracts, and to promote the health, safety and welfare of all the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation for this purpose.

This Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of the Corporation.

ARTICLE IV

DISSOLUTION

This Corporation is intended to qualify as a Homeowners Association under the applicable provisions of the Internal Revenue Code, and of the Revenue and Taxation Code of California. No part of the net earnings of this organization shall inure to the benefit of any private individual, except as expressly provided in those sections with respect to the acquisition,

construction, or provision for management, maintenance, and care of the Corporation property, and other than by a rebate of excess membership dues, fees, or assessments. In the event of the dissolution, liquidation, or winding up of the Corporation, upon or after termination of the project in accordance with provisions of the Declaration, its assets remaining after payment, or provisions for payment, of all debts and liabilities of the Corporation, shall be divided among and be distributed to the members in accordance with their respective rights therein.

ARTICLE V.

AMENDMENTS

These Articles may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing fifty-one percent (51%) of the voting power of the Association.

IN WITNESS WHEREOF, for the purposes of forming this Corporation, the undersigned have executed these Articles of Incorporation this 5th day of MAY 1988.

W. R. Duncan
W. R. DUNCAN

Edith B. Anderson
EDITH ANDERSON

Joseph Edward Allen
EDWARD ALLEN

DECLARATION

The undersigned declare that they are the directors named herein who have executed these Articles of Incorporation and

hereby declare that this instrument is the act and deed of the undersigned.

W. R. Duncan
W. R. DUNCAN

Edith B. Anderson
EDITH ANDERSON

Joseph Edward Allen
EDWARD ALLEN



SIERRA BONITA VILLAGE HOMEOWNERS ASSOCIATION

SECTION 2

Budget & Balance Sheet

12 Months of Minutes

Reserve Study Summary

Declaration of Insurance

Sierra Bonita Village HOA, Inc.

PO Box 3345, Paso Robles, CA 93447

Phone (805) 238-9249 Email: sbvhoa@gmail.com

Website: SierraBonitaVillage.com

Sierra Bonita Village Homeowners Association, Inc.
2024 APPROVED BUDGET

January 01, 2024 - December 31, 2024

INCOME:

2024 Dues 551 x 65.00	\$ 35,815.00	
Escrow Fees 30 x 200	\$ 6,000.00	
TOTAL INCOME:		\$ 41,815.00

EXPENSE:

Administration	\$ 28,000.00	
Insurance	\$ 8,000.00	
Legal Consulting	\$ 1,800.00	
Meetings & Seminars	\$ 900.00	
Misc, Maint & Repair	\$ -	
Office Supplies and Services	\$ 1,015.00	
Postage	\$ 1,000.00	
Telephone & Internet	\$ 1,100.00	
TOTAL EXPENSE		\$ 41,815.00

Approved by the Board Members on September 20, 2023

Sierra Bonita Village Homeowners Association, Inc.

Balance Sheet

As of January 31, 2024

Accrual Basis

	<u>Jan 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Checking Acct 538788826	30,352.57
Total Checking/Savings	30,352.57
Accounts Receivable	
Accounts Receivable	
2024 DUES	3,205.00
Accounts Receivable - Other	8,078.20
Total Accounts Receivable	11,283.20
Total Accounts Receivable	11,283.20
Other Current Assets	
CD 3944 Mature 3/21/2024 4.0%	22,117.13
CD 8262 Mature 07/04/24 4.5%	21,014.39
Chase Savings Account	23,486.31
Undeposited Funds	325.00
Total Other Current Assets	66,942.83
Total Current Assets	108,578.60
Fixed Assets	
Accumulated Depreciation	-21,360.00
Equipment & Major Purchases	38,026.62
Total Fixed Assets	16,666.62
TOTAL ASSETS	<u>125,245.22</u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Legal Reserves	28,311.63
Replacement Reserves	37,738.95
Total Long Term Liabilities	66,050.58
Total Liabilities	66,050.58
Equity	
Opening Balance Equity	15,957.25
Retained Equity	45,551.55
Net Income	-2,314.16
Total Equity	59,194.64
TOTAL LIABILITIES & EQUITY	<u>125,245.22</u>

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of January 18, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary (*Took roll call – All present*)
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Terri Henley, Manager

MINUTES: The minutes for November 2022, were approved on a motion by Barbara Dowdy and second by Larry Miller, so carried.

FINANCIAL REPORTS: December 2022 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report of maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Two (2) property's closed escrow; one (1) each as owner occupied and one (1) as a rental. Three (3) pending to close.
- B. Dues for 2023 are 67% paid. Prior years are outstanding of \$1,599.00.
- C. Five (5) complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (***Litigation Active***).
 - Over Occupancy / Underage 1700 block of Eastview Pl. (***Close at this time***)
 - Excessive Dog barking 1700 block of Eastview Pl. (***Resolved-Close***)
 - Underaged Adults / Multiple Cars / Nuisance of fireworks, 700 block of Queenanne Rd. (***Resolved-Close***)
 - Camper Parked in Driveway 1700 block Lark Ellen; owner contacted HOA and forwarded the letter to her property services. (***Active Issue***)

OLD BUSINESS:

- A. Repainting of House #'s on Curbs – Cub Scouts / Agreement Executed by all Parties.
- B. Bulletin Boards – Upgrading Doors by Larry Miller & Ray Smoot.

NEW BUSINESS:

- A. Drafting Annual Calendar 2023
- B. Schedule of Annual General Meeting – March 11th / Saturday @ 9:30am

Meeting Adjourned

Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of February 15, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary (*Absent*)
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Terri Henley, Manager

MINUTES: The minutes for January 2023, were approved on a motion by Trish and second by Larry Miller, so carried.

FINANCIAL REPORTS: January 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report of maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Two (2) property's closed escrow; each are owner and/or owner/family occupied. Two (2) pending to close.
- B. Dues for 2023 are 70% paid. Prior years are outstanding of \$2,079.00.
- C. three (3) active complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (**Litigation Active**).
 - Camper Parked in Driveway 1700 block Lark Ellen; owner contacted HOA and requesting one (1) more week. (**Active Issue**)
 - Dumpster Parked in Driveway 1800 block of Westfield Rd. Follow up with owner, need schedule of how long it will be needed. (**Active Issue**)

OLD BUSINESS:

- A. Repainting of House #'s on Curbs – Cub Scouts / Agreement Executed.
 - a. Project to begin during Spring Break; estimated end of March 2023.
- B. Bulletin Boards – Upgrading Doors by Larry Miller & Ray Smoot.
- C. Finalized Annual Calendar 2023
 - a. Spring Inspections – Week of April 10th
 - b. Annual Village Garage Sale – May 20th
 - c. Fall Festival Gathering – Oct. 21st
- D. Annual General Meeting – March 11th / Saturday @ 9:30am
 - a. Confirmed date/time with Senior Center - Micki

NEW BUSINESS:

- A. Drafting Winter/Spring Newsletter

Meeting Adjourned

Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of March 15, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary (*Absent*)
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director (*Absent*)
Terri Henley, Manager

MINUTES: The minutes for February 2023, were approved on a motion by Paula and second by Larry Miller, so carried.

FINANCIAL REPORTS: February 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report of maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Two (2) pending properties in escrow.
- B. Dues for 2023 are 90% paid. Prior years are outstanding of \$1,039.00.
- C. Four (4) complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (**Litigation Active**).
 - 1800 block of Westfield Rd. Followed up with owner, dumpster moved weekend of 2/25. (**Closed Issue**)
 - Furniture tarped and stored in Driveway 1800 block Shepherd Dr; owner contacted HOA and items will be moved when rain has cleared. (**Active Issue**)
 - Reoccurring dog barking & clutter located on side yard of 1700 block of Eastview Place. (**Active Issue**)

OLD BUSINESS:

- A. Bulletin Boards –Doors to be upgraded/cleaned Ray Smoot.
- B. Annual General Meeting – Rescheduled date of either 3/25 or 4/8.
 1. To be chosen by Manager; motion by Larry, 2nd by Paula, unanimously carried.
 2. Confirm date/time with Senior Center

NEW BUSINESS:

- A. CC&R's – Paragraph 5. Structures; Reference to ADU's (Accessory Dwelling Units)
 1. Recommendation by Board – Research Davis Sterling Act

Meeting Adjourned

Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of April 19, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Terri Henley, Manager

MINUTES: The minutes for March 2023 were approved on a motion by Barbara and seconded by Larry Miller, so carried by the Board.

FINANCIAL REPORTS: March 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Five (5) pending properties in escrow.
- B. Dues for 2023 are 95% paid. Prior years are outstanding of \$1,039.00.
- C. Four (4) active complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (***Litigation Active***).
 - Reoccurring dog barking & clutter located on side yard of 1700 block of Eastview Place. (***Active Issue***)
 - Guest parking violation from 800 block of Turtle Crk resident; ***limited parking reminder letter*** mailed to homeowner.
 - 2 Tarped Vehicles parked along 1800 Shepherd block curbside for the past month. Nuisance & Parking violation letter mailed. (***Active Issue***)

OLD BUSINESS:

- A. Bulletin Boards – Scott/Airport doors cleaned by Larry.
- B. Address Curb Painting – Completed April 26th by Scout Troup #1602 & Parents.
- C. Annual General Meeting – Held April 8th @ Senior Center

NEW BUSINESS:

- A. HOA Bulletin Boards – No outside ads to be posted, agreed per Board.
- B. Spring Inspections – Guidelines Hedge Heights; shared between unit driveways.
 1. Shared hedge heights should be the consensus between each unit homeowner, since there is no reference to this subject per the current Fencing Regulations – Resolution 2018-01; per the Board, so carried.
 - i. Subject to disclosing prior to any closure of property Escrows.
 - ii. Related warning letters to be mailed; case-by-case of shared hedge heights.
- C. Guest Parking Signs – Proposal to Install; Not necessary to incur any additional cost. As approved by the Board, so carried. Address further on a case-by-case basis.

Meeting Adjourned - Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of May 17, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Pearnin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Terri Henley, Manager

PUBLIC COMMENT PERIOD: Homeowner, Sharon & Craig Holmberg - **Trinity Crt.** She presented plans and photos of a fence proposal to extend their 6' side fence to their front pillar; installing a gate, then continuing the side horizontal 4' fence between their property line and their next-door units, to continue to the sidewalk.

- The Board was in agreeance and approved their project; so carried by the Board. Sent a follow up approval email to the homeowner for their records.

MINUTES: The minutes for April 2023 were approved on a motion by Larry and seconded by Trish, so carried by the Board.

FINANCIAL REPORTS: April 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Nine (9) pending & three (3) closed properties in escrow.
- B. Dues for 2023 are 95% paid. Prior years outstanding \$1,579.00.
- C. Three (3) active complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (**Litigation Active**).
 - Reoccurring dog barking & clutter located on side yard of 1700 block of Eastview Place. (**Active Issue**)
 - 2 Tarpred Vehicles parked along 1800 Shepherd block curbside for the past month. Nuisance & Parking violation letter mailed 4/17. (**Active Issue**)

OLD BUSINESS:

- A. Bulletin Boards – Westfield/Scott/Airport doors cleaned by Larry.
- B. Spring Inspections – 1st Phase Completed / Letters Mailed 5/12, implementing responses from homeowners.

NEW BUSINESS:

- A. New Board Member - Welcome / Muriel Ryan - Director
- B. Ponderosa Lane – Home Occupation Application; Approved by Board 5/9
- C. Vehicles Stored in Backyards – Alleyway / Scott St & Southview; Case-by-Case as may be on a temporary basis.
- D. Annual Community Garage Sale – May 20th
- E. Dangerous Tree – Lark Ellen Dr; Letter mailed to casualty owner of damages to her fence from neighbors fallen tree limbs. Referring to SLO Legal Counsel relating to Civil issues.

Meeting Adjourned - Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of June 21, 2023

CALL TO ORDER: Vice-President, Paula Peargin called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President - *Absent*
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Terri Henley, Manager

PUBLIC COMMENT PERIOD:

MINUTES: The minutes for May 2023 were approved on a motion by Larry and seconded by Trish, so carried by the Board.

FINANCIAL REPORTS: June 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Four (4) pending & four (4) closed properties in escrow.
- B. Dues for 2023 @ 95% paid. Prior years outstanding \$1,049.00.
- C. Three (3) active complaint violations regarding:
 - Fence out-of-compliance located 1600 block of Shepherd Dr. (***Litigation Active***).
 - Reoccurring dog barking & clutter located on side yard of 1700 block of Eastview Place. (***Active Issue***)
 - 2 Tarped Vehicles parked along 1800 Shepherd block curbside for the past month. Nuisance & Parking violation – 1st letter mailed 4/17; 2nd on 6/5 and fine letter of \$500 on 6/27 for failure on contact the Board and remedy the violation. (***Active Issue***)

OLD BUSINESS:

- A. Spring Re-Inspections - 2nd Phase List / Delivery to Board members by July 10th.

NEW BUSINESS:

- A. Campaign for Homeowners / Renters for future HOA Events:
 - 1) Post notifications to each home by Board members, using the same streets assigned to Directors in reference to the maintenance inspection list.
 - 2) Community signs to be posted for annual garage sales; located at various HOA street intersections.
 - Headed up by Trish Boswell and assistance with Paula Peargin.
- B. Annual Reserve Study / Completed and submitted by Larry. Uploaded to Escrow packet.
- C. Mid-Year Budget vs Actual / Drafts-in-progress; Terri
- D. Insurance Renewal Aug. 4th / Dan Davis finalizing new bids / renewals & final quote.
- E. HOA Cell phone – Voice message system faulty. Board approval to purchase of a new cell phone and transfer the phone number from Carla Crane's / Spectrum account to the Manager's T-Mobile account. Monthly payment to be reimbursed.

Meeting Adjourned - Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of July 19, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary - *Absent*
Gay Smoot, President
Paula Peargin, Vice President - *Absent*
Larry Miller, Treasurer
Trish Boswell, Director
Muriel Ryan, Director
Terri Henley, Manager

PUBLIC COMMENT PERIOD:

MINUTES: The minutes for June 2023 were approved on a motion by Trish and seconded by Larry, so carried by the Board.

FINANCIAL REPORTS: July 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Five (5) pending & three (3) closed properties in escrow.
- B. Dues for 2023 outstanding \$1,800.00 - Prior outstanding \$2,084.00.
- C. **Six (6) active complaint violations regarding:**
 - Fence out-of-compliance located 1600 block of Shepherd Dr. – Legal actions imposed by the SLO County Courts. Court warrant being issued; fines & legal fees are posted to property account. (**Litigation Active**).
 - Continuing reoccurring dog barking of 1700 block of Eastview Place. Board approved, so carried, to impose a **\$100 fine** be processed to homeowner. (**Active Issue**)
 - 2 Tarped Vehicles parked along 1800 Shepherd block curbside for the past month. Nuisance & Parking violation – Fine letter of \$500 on mailed 6/27. Owner has removed the tarps and cleared the clutter. Board approved to resend the fine, as per the homeowner there has been unexpected family loss and he was out of town and un-opened mail for months. (**Closed Issue**)
 - Visible green waste can 1800 Southview Circle – 1st letter mail 6/30. Not visible 7/15th. (**Closed Issue**)
 - Barking dog early morning continual – 1st letter mailed 7/18. (**Active Issue**)
 - Parked storage trailer attached to a truck 1800 Shepherd Dr – Letter mailed (**Active Issue**)

OLD BUSINESS:

- A. Spring Re-Inspections - 2nd Phase List / Scheduled to begin July 10th.
- B. Mid-Year Budget vs Actual / Drafts in progress; Terri
- C. Insurance Renewal – due Aug. 4th / Quotes & Invoices Submitted.
 1. Board approved – so carried, on a motion by Trish and 2nd by Muriel.
 - i. Payment in the amount of \$7,421.00 payable to Dan Davis Ins. LLC for our 2023-24 policy.
 - ii. Payment in the amount of \$371.00 payable to AM Trust / Wesco for our annual Work Comp policy.
- D. HOA Cell Phone – Board approved collectively, purchase a new phone as vm is faulty.

NEW BUSINESS:

- A. Summer Newsletter – Articles of Interest in Draft / Points of Information to address to our HOA Community.

Meeting Adjourned - *Submitted by:* Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of August 16, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Muriel Ryan, Director
Terri Henley, Manager

PUBLIC COMMENT PERIOD:

MINUTES: The minutes for July 2023 were approved on a motion by Barbara and seconded by Muriel, so carried by the Board.

FINANCIAL REPORTS: July 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Five (5) pending & three (3) closed properties in escrow.
- B. Dues for 2023 outstanding \$1,875.00 - Prior outstanding \$1,239.00.
- C. **Homeowner Notifications:**
 - Scott Street – Side fence extension; Board approved 7/26.
 - Northview Pl – Repainting single unit and requesting adding grey mosaic cement finish to entry door sidewalk & driveway; Board approved 8/15.
 - Trinity Ct – Homeowner requested maintenance clean up related to Trutle Ck park. Photos and email sent to City Maint Dept; confirmed rec'd 8/7.
 - Sequoia Ct – Safety liability of shared hedge between driveways. Board viewed it as a continued liability and requested it to be trimmed down from 6' to 3.5'.
- D. **Six (6) active complaint violations regarding:**
 - Fence out-of-compliance located 1600 block of Shepherd Dr. – Legal actions imposed by the SLO County Courts. Court issued a warrant to homeowner; judgement issued for fence to be removed and fines & legal fees were granted by the court. (**Litigation Active**).
 - Continuing reoccurring dog barking of 1700 block of Eastview Place. Board imposed a **\$50 fine** to homeowner. (**Active Issue**)
 - Barking dog Shepherd Dr. early morning continual – barking has quieted 8/14 per neighbor. (**Closed Issue**)
 - Parked storage trailer attached to a truck 1800 Shepherd Dr – not visible 8/12 (**Closed Issue**)

OLD BUSINESS:

- A. Spring Re-Inspections - 2nd Phase / Responses from Homeowners 18 of 53 being corrected.
- B. Mid-Year Budget vs Actual / Completed per Terri – Mngr.
- C. Insurance Renewal – Aug. 4th / Invoices paid July 21st.
- D. HOA Cell Phone – Purchase in progress.

NEW BUSINESS:

- A. Summer Newsletter – Scheduled to distribute to HOA Community via emails through website by 8/25.
- B. Selected a Budget Committee – Manager, Larry, and Muriel to discuss during set meeting.
- C. Hedge Height Between Neighbor Driveways: Homeowner's Invited / Sequoia Ct.
- D. Clarification of ¶ & - Trailers, Boats & Recreational Vehicles: 72 hr Street parking of vehicles (Trish)
- E. Correspondence to PRPD – RE: Weekend gun shots / fireworks (Trish)
- F. Schedule w/ Senior Center: Fall Festival – Oct. 21st @ 11:30am / Confirmed w/ Sharon.

Meeting Adjourned - *Submitted by:* Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of September 20, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Muriel Ryan, Director
Terri Henley, Manager

MINUTES: The minutes for August 2023 were approved on a motion by Larry and seconded by Barbara, so carried by the Board.

FINANCIAL REPORTS: August 2023 were submitted by Manager Terri Henley

MAINTENANCE REPORT: Report on maintenance issues submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Two (2) pending & three (2) closed properties in escrow.
- B. Dues for 2023 outstanding \$1,875.00 - Prior outstanding \$1,239.00.
- C. **Homeowner Notifications:**
 - Shepherd Dr – Complaint of pathway to Brookhill is increasingly getting overgrown and including added debris. Per the Board this is the responsibility of the adjoining homeowners to clean up the pathways at the end of Shepherd and Ponderosa Land to Brookhill. To be recognized during the Spring Inspections going forward.
- D. **Six (6) active complaint violations regarding:**
 - Fence out-of-compliance located 1600 block of Shepherd Dr. – Legal actions imposed by the SLO County Courts. Court issued a warrant to homeowner; judgement issued for fence to be removed and fines & legal fees were granted by the court per the judgement. (**Litigation Active**).
 - Continuing dog barking and side yard clutter located at 1700 block Eastview Pl. (**Issue Closed**)
 - Continuing dog barking located at 1800 block Shepherd Dr. early mornings. (**Issue Closed**)
 - RV Travel Trailer parked without permission next-door, located at 1700 block Lark Ellen. (**Issue Resolved**)
 - Visible Trash cans located at 2 properties of 800 block Turtle Crk. (**Issue Closed**) out of view.
 - Utility trailer parked in front yard of 1800 block of Marigold Ln (**Issue Closed**) out of view.

OLD BUSINESS:

- A. Budget (2024) Committee – Terri, Larry & Muriel / Meeting held 9/14
- B. HOA Cell Phone – Purchase Details approved by Board, unanimous.
- C. Hedge Height Between Neighbors - Sequoia Ct. / Confirm 9/7 trimmed down to 3.5'
- D. Correspondence in progress PRPD - RE: Weekend gun shots / fireworks. (Trish)
- E. Fall Festival / Annual Meeting – Scheduled for Oct. 21st @ 11:30am

NEW BUSINESS:

- A. 2024 Proposed Budget – Approved by Board, so carried. Motion by Barbara; 2nd per Trish.
 - 1. Prepare Annual Policy Summary; distribute w/ approved Budget.
- B. Schedules for Major Projects 2024 – Nothing to add.

Meeting Adjourned - Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of October 18, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Muriel Ryan, Director
Terri Henley, Manager

MINUTES: The minutes for September 2023 were approved on a motion by Muriel and seconded by Trish, so carried by the Board.

FINANCIAL REPORTS: September 2023 were submitted by Manager Terri Henley

MAINTENANCE / TREASURER REPORT: Report on maintenance issues related to 3 open Escrows, and Treasurer report CD #3944 renewed to 4% - Term 5 months submitted by Larry Miller.

MANAGERS REPORT: Submitted by Terri Henley

- A. Three (3) pending & one (1) property closed in escrow.
- B. Dues for 2023 outstanding \$1,800.00 - Prior outstanding \$1,039.00.
- C. **Homeowner Notifications:**
 - 1700 block of Shepherd Dr – Two (2) dogs roaming down the street. Phone call to owner as front door was unlatched – **Issue Resolved.**
- D. **Six (6) active complaint violations regarding:**
 - 1600 block Shepherd Dr. - Fence out-of-compliance. Legal actions imposed by the SLO County Courts. Court issued a judgement for fence to be removed including fines & legal fees were granted by the court. **Litigation Active.**
 - 1700 block Lark Ellen - Continuing dog barking day and night. **Issue Closed**
 - 1800 block Ponderosa – High Levels of loud music / Sidewalk clean-up. **Active Issue**
 - 1700 block Kings Dr – Nuisance / Noise Levels / Blowing Air Horn – Throwing Debris. **Active Issue**
 - 1700 block Kings Dr – Utility Trailer parked in front yard. **Active Issue**
 - 1800 block Southview Cir (2) – Visible Waste Trash Cans. **Issue Closed**

OLD BUSINESS:

- A. Budget 2024 – Approved by the Board 9/20; include w/ Policy Statement and post to bulletin board.
- B. Correspondence to PRPD – Confirmed receipt via email.
- C. Fall Festival / Annual Meeting – Scheduled for Oct. 21st @ 11:30am.
 - a. Request a check from Larry via email – Cahoots Catering
 - b. Purchase 12 water pitchers, approved by Board so carried.
- D. Drone Flying – Homeowner approached operator, notified no flying at night.

NEW BUSINESS:

- A. Renewal of Manager's Contract – Per Board, review during 'closed session' next month.
- B. Prepared 2023 Annual Policy Summary - Per Board, tabled to next month – November.
 - a. Suggested edits from Larry; add a timeframe when collections are effective.

Meeting Adjourned

Executive Session – Meeting with Homeowner; 1600 Block Shepherd Dr – Fence Violation

Submitted by: Terri A. Henley, Association Manager

SIERRA BONITA VILLAGE HOMEOWNER'S ASSOCIATION, INC.
Minutes of the Board Meeting of November 15, 2023

CALL TO ORDER: President, Gay Smoot called the meeting to order at 2:00 pm at the Paso Robles Senior Center, 270 Scott Street.

ROLL CALL: Barbara Dowdy, Secretary
Gay Smoot, President
Paula Peargin, Vice President
Larry Miller, Treasurer
Trish Boswell, Director
Muriel Ryan, Director
Terri Henley, Manager

MINUTES: The minutes for October 2023 were approved on a motion by Larry and seconded by Trish, so carried by the Board.

FINANCIAL REPORTS: October 2023 were submitted by Manager Terri Henley

MAINTENANCE / TREASURER REPORT: Report on maintenance issues related to 6 open pending Escrows.

MANAGERS REPORT: Submitted by Terri Henley

- A. Six (6) pending & one (1) property closed in escrow.
- B. Dues for 2023 outstanding \$1,050.00 - Prior years outstanding \$420.00.
- C. **Homeowner Notifications:**
 - 1700 block of Kings Dr – Homeowner sending plans to extend the side fence and install a shed to the backyard. Board approved via email on Dec. 18th.
- D. **Six (6) active complaint violations regarding:**
 - 1600 block Shepherd Dr. - Fence out-of-compliance. Legal actions imposed by the SLO County Courts. Court issued a judgement for fence to be removed including fines & legal fees were granted by the court. **Litigation Active.**
 - 1800 block Ponderosa – High Levels of loud music / Sidewalk clean-up. **Active Issue**
 - 1700 block Kings Dr – Nuisance / Noise Levels / Blowing Air Horn – Throwing Debris. **Closed Issue**
 - 1700 block Kings Dr – Utility Trailer parked in front yard. **Closed Issue**
 - 1800 block Kings – Visible Waste Trash Cans. **Closed Issue**
 - 1700 block Eastview Pl – Underaged Residence. **Active Issue**

OLD BUSINESS:

- A. Fall Festival / Annual Meeting – Held on Oct. 21st @ 11:30am.
- B. Drone Flying – Homeowner approached operator, notified no flying at night. **Closed Issue**

NEW BUSINESS:

- A. 2023 Annual Policy Summary – Revisions of timeframe when collections are effective to be drafted per Board. Send via email for approval.
- B. Review / discuss Lakeman Offer of Fence Amendment
- C. Schedule 'Directors Appreciation Luncheon' – Dec. 20th.

Meeting Adjourned

Executive Closed Session:

- A. Conference call with Attorney Hays. Re: 1600 Block Shepherd Dr – Fence Violation
 - a. Draft counter proposal to homeowner of Boards decision.
- B. Renewal of Manager's Contract – Board approved to renew another year and to include HOA Certification.

Submitted by: Terri A. Henley, Association Manager

EXECUTIVE SUMMARY

2023 Reserve Study *

Introduction

A reserve study is a state mandated long-term capital budget planning tool which identifies the current status of the reserve fund and a stable and equitable funding plan to offset ongoing deterioration, resulting in sufficient funds when those anticipated major common area expenditures actually occur. The reserve study consists of two parts: the physical analysis and the financial analysis. The physical analysis consists of a list of capital items, their useful life, remaining life, and current replacement cost. The financial analysis is a projection of available funds and future replacement costs at the end of life of each asset. Assumptions in the financial analysis are the average long-term interest rate and the average inflation rate.

Although a Reserve Study is required by law to be updated annually and more completely every 3 years, there is no required level of Replacement Reserves. The most conservative level of funding is called “fully funded” and consists of having an amount of money on hand equal to the depreciation of the assets. A less conservative funding approach is “baseline” funding where funds are only sufficient to maintain a positive balance. This level of funding can result in special assessments if any of the assumptions in the plan turn out to be overly optimistic. In between these two approaches is “threshold” funding in which a percentage of fully funded (e.g. 70%) is the goal.

The Board has determined that Sierra Bonita Village should target a fully funded level. Unlike most homeowner associations, Sierra Bonita Village is blessed with current reserves which will exceed fully funded levels for several more years without additional contributions, and that maintaining full funding into the distant future should not be financially difficult. Beyond about 11 years from now, additional funds must be regularly added to the Replacement Reserves to maintain any given target level.

Changes since 2022

- Curb painting was done.
- There have not been any significant long term changes from 2022.

Summary of Results

The study covers the period from 2023 through 2052. The results shown largely replicate the 2022 Reserve Study performed for the Association. The study assumed a long-term average inflation rate of 3% and a long-term average interest rate on replacement reserve funds also of 3%. While interest rates remained below 3% during 2022, current rates exceed that.

As of 12/31/2023, the replacement reserve balance is projected to be \$38,159. Replacement Reserves would be fully funded at a level of \$27,987, resulting in a funding level of 136%. With no additional funding, replacement reserves are projected to remain near or above full funding levels through 2034, dropping below 0 in 2045 and becoming increasingly negative beyond

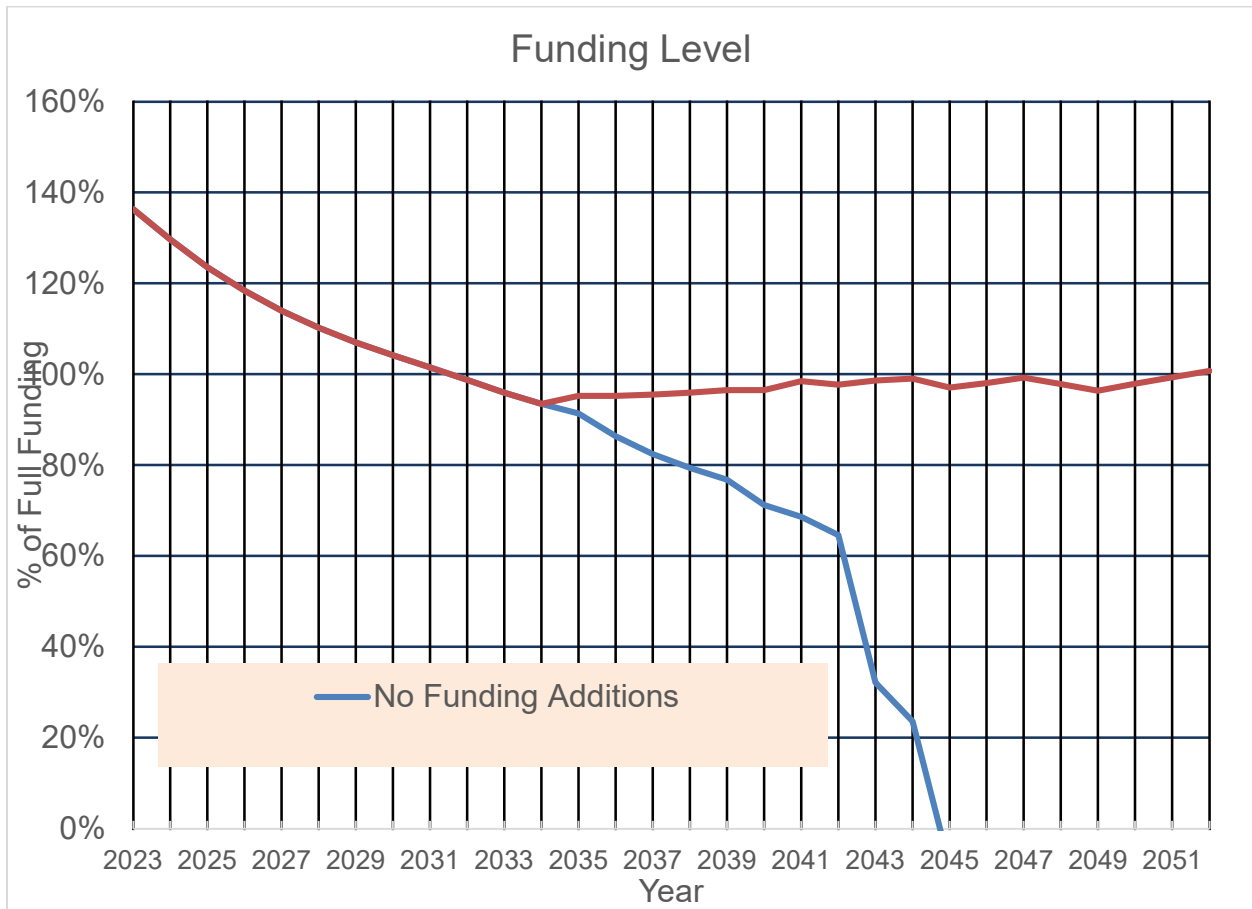
that. Chart 1 below shows projected funding as a percent of full funding level for no additions and for the recommended alternative for achieving a nominal 100% of full funding.

Recommendations

The recommended approach is to add funds to the reserve account at the rate of \$2,000/Year beginning in 2035, increasing to \$3,000/Year in 2041, \$4,000/Year in 2043, \$5,000/Year in 2046 and to \$6,000/year in 2048. No addition to replacement reserves is recommended in the 2024 budget.

It should be noted that 40% of our total replacement reserves are for the stone bases supporting our signs. While they have been assigned a 50 year life with the first due to be replaced in 2035, I expect that they will considerably outlive that estimate and our likely need for additional replacement reserve funding will be less than projected.

Chart 1 Projected Replacement Reserve Funding Level



- An Excel spreadsheet is available for any who wish the detailed calculations resulting in the chart.

Replaceable Assets

Current Year: 2023

Interest Rate: 3%

Asset	Purchased Year	Useful Life (Yrs)	Remaining Life	2023 Replacement Cost	Replacement Year	Replacement Cost
Stone Base for SBV sign	1985	50	12	5000	2035	7129
Stone Base for SBV sign	1994	50	21	5000	2044	9301
Stone Base for SBV sign	1997	50	24	5000	2047	10164
Bulletin Board	2015	20	12	450	2035	642
Bulletin Board	2015	20	12	450	2035	642
Bulletin Board	2015	20	12	450	2035	642
Bulletin Board	2003	20	0	450	2023	450
SBV Sign	2012	30	19	3000	2042	5261
SBV Sign	2012	30	19	3000	2042	5261
SBV Sign	2012	30	19	3000	2042	5261
SBV Sign	2012	30	19	3000	2042	5261
Turtle Creek Sign	2012	30	19	3000	2042	5261
Turtle Creek Park Sign	2014	30	21	1500	2044	2790
Computer System	2022	7	6	1100	2029	1313
Curb Painting: Address	2023	8	8	3800	2031	4814

ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE
07/28/2023

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Daniel W Davis Insurance Solutions, LLC 6469 Almaden Expy Suite 80 #210 San Jose, CA 95120 PHONE (A/C, No, Ext): (408) 600-3100 AGENCY CUSTOMER ID #: Lic. 0H40859 INSURED Sierra Bonita Village Homeowners Association c/o Sierra Bonita Village PO Box 3345 Paso Robles, CA 93447	COMPANY A. LIO Insurance #HOA1000024238 B. Philadelphia Indemnity #PCAC011221 C. United States Liability Ins. Co. #CAP1566277 D. United States Liability Ins. Co. #CUP1569760 E. Wesco #WWC3663390 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">LOAN NUMBER</td> <td style="width:33%;">POLICY NUMBER</td> <td style="width:34%;"></td> </tr> <tr> <td></td> <td>Listed above</td> <td></td> </tr> <tr> <td>EFFECTIVE DATE</td> <td>EXPIRATION DATE</td> <td><input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED</td> </tr> <tr> <td>8/4/2023</td> <td>8/4/2024</td> <td></td> </tr> </table> THIS REPLACES PRIOR EVIDENCE DATED:	LOAN NUMBER	POLICY NUMBER			Listed above		EFFECTIVE DATE	EXPIRATION DATE	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	8/4/2023	8/4/2024	
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8/4/2023	8/4/2024												

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Common Area, ., Paso Robles, CA 93446

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
A. Common Area General Liability Aggregate	2,000,000	
A. Common Area General Liability per Occurrence	1,000,000	
A. Common Area Property	75,000	5,000
B. Crime/Fidelity Bond	125,000	5,000
C. Directors & Officers	1,000,000	5,000
D. Umbrella - Excess over General Liability and Directors & Officers	2,000,000	underlying
E. Workers Comp	1,000,000	

REMARKS (Including Special Conditions)

550-unit planned unit development. Annual premium is paid by the association. Insurance coverage is pursuant to the CC&Rs and is for the common area only. Property insurance is for common area components only. The association policy does not insure association member's residential structures, personal property, personal liability, etc. Association members should consult with their personal insurance agent to purchase an H03 Homeowner's Policy with appropriate coverage.

TO OBTAIN AN UPDATED CERTIFICATE OF INSURANCE PLEASE LOG ON AT WWW.EOIDIRECT.COM OR CALL 1-877-456-3643.
FOR QUESTIONS ABOUT COVERAGE PLEASE CALL DAVIS AGENCY AT 1-877-600-3199.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

No Mortgage Holder information may be included due to this policy covering common areas only. If this is a single family home, the homeowner is responsible for their own property coverage. If this is a condominium association, please contact the association to locate the agency chosen to cover the property.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">MORTGAGEE</td> <td style="width:33%;">ADDITIONAL INSURED</td> <td style="width:34%;"></td> </tr> <tr> <td>LOSS PAYEE</td> <td></td> <td></td> </tr> <tr> <td colspan="3">LOAN #</td> </tr> <tr> <td colspan="3">AUTHORIZED REPRESENTATIVE</td> </tr> </table>	MORTGAGEE	ADDITIONAL INSURED		LOSS PAYEE			LOAN #			AUTHORIZED REPRESENTATIVE		
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