

SECLUDED VALLEY HOMEOWNER'S ASSOCIATION  
P.O. BOX 1441  
LAFAYETTE, CA 94549-1441



<b>2025 ANNUAL POLICY STATEMENT REPORT</b>
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**Introduction:** The Secluded Valley Homeowner’s Association (“SVHOA” or “Association”) is a common interest development subject to the provisions of the Davis-Stirling Common Interest Development Act, California Civil Code section 4000 *et seq.* (“Davis-Stirling Act” or “Act”). This Annual Policy Statement contains information the Act requires or allows to be provided to Members of the SVHOA. Additional rights and obligations of SVHOA Members can be found in the governing documents and applicable law. All the following policies are subject to revision where necessary to comply with the Act or other applicable laws.

**Definitions:** The following definitions apply to certain terms as used in this Annual Policy Statement, unless the context of the term indicates a different meaning:

“Governing documents” include the SVHOA Declaration of Covenants, Conditions and Restrictions, Bylaws, rules adopted by the SVHOA Board of Directors (including rules described in this Annual Policy Statement) and the Architectural Project Guide.

“CC&Rs” means the SVHOA Declaration of Covenants, Conditions and Restrictions.

“Member” has the meaning set forth in CC&Rs Article 1 – Definitions, Section 9:  
“Member” shall mean and refer to every person or entity who holds membership in the Association.”

“Board” means the Board of Directors of the SVHOA.

“Civil Code” means the California Civil Code.

“Section” refers to a section of the California Civil Code.

**Website:** The SVHOA maintains a website at: <https://www.svhoa.website> General information about the SVHOA and commonly requested documents can be located on the website.

**The name and address of the person designated to receive official written communications to the SVHOA:** The President of the SVHOA, is the person designated to receive official communications for the Secluded Valley Homeowner’s Association at the following address: P.O. Box 1441, Lafayette, CA 94549-1441. The President at the time of publication of this Annual Policy Statement is Eliot Hudson.

**Requests to have notices sent to two different addresses:** A Member may submit a request to have notices from the SVHOA sent to two different specified addresses. This includes a primary mailing address and/or valid email address.

In addition to the primary address(es), a member may also identify an alternate or secondary address for delivery of notices at a second mailing address and/or valid email address. The request must be made in writing to the SVHOA. The Member may also request in writing removal of an alternate or secondary address.

The Member shall provide the SVHOA at least annually with: (a) the name, mailing address, and, if available, email address of the owner's legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the member's extended absence, and (b) whether the Member's property is owner-occupied, is rented out or vacant.

The SVHOA shall annually solicit the information required above and shall enter the data into its books and records.

### **Location for posting of notices by “general delivery” or “general notice” and right to receive individual delivery of general notices:**

When allowed by law, certain “general notices” or notice by “general delivery” may be provided to Members by one or more of the following methods: (a) posting at the tennis courts within ten (10) feet of the tennis court gate; (b) posting on the SVHOA internet website in a prominent location accessible to all Members; and/or (c) any other method allowed by Civil Code section 4045. Notwithstanding any other provision of this section, if a Member requests in writing to the SVHOA to receive general notices by individual delivery, general notices to the Member shall be delivered to the address or addresses provided in writing by the Member to the SVHOA.

**Notice of Member's right to receive copies of meeting minutes:** For any Board Meeting, the minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, except an executive session, shall be available to Members within thirty (30) days of the meeting. The said minutes, proposed minutes or summary minutes shall be distributed to any Member upon request and upon reimbursement of the SVHOA's costs for making that distribution.

**Annual and special assessment policy:** Annual assessments are intended to cover projected operating and reserve funding needs for the SVHOA's fiscal year, which is the calendar year from January 1 to December 31. The Board of Directors has adopted the following Annual Assessment Policy. Statements for annual assessments will be delivered on or before April 1, by email or by mail for Members who do not utilize email. The annual assessments will be fixed by the Board. The annual assessments may be increased three percent (3%) per annum unless the Board determines there is sufficient reason for a greater increase, which may be up to twenty percent (20%) per annum. Increases above twenty percent (20%) per annum require a vote of the Membership. The due date for payment of annual assessments will be April 30. Annual assessments will be deemed delinquent if not paid by May 31. A late charge of ten percent (10%) of the assessment shall be due and charged upon any delinquent assessment (June

1). An interest rate of twelve percent (12%) per annum will be charged commencing upon the date of delinquency (June 1).

Special assessments may be levied for expenses that were under-budgeted or not budgeted. Special assessments greater than 5% of the budgeted gross expenses for the current fiscal year require approval by a majority of a quorum of the Members. Emergency assessments may be levied as allowed by statute.

**Statement of assessment collection policies:** The following statement is required by Civil Code section 5310(a)(6):

### NOTICE ASSESSMENTS AND FORECLOSURE

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

### ASSESSMENTS AND FORECLOSURE

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

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. ([Section 5725](#) of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with [Section](#)

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

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. ([Section 5660](#) of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. ([Section 5685](#) of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. ([Section 5655](#) of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with [Section 5900](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with [Section 5925](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. ([Section 5685](#) of the Civil Code)

### MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. ([Section 5665](#) of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)

### **Statement of SVHOA policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments:**

Subject to the requirements of the Davis-Stirling Act, the policies and practices of the SVHOA are set forth in Article V, Sections 8 and 9 of the CC&Rs. (a) In addition to any other remedies in the CC&Rs, the SVHOA may enforce any assessment obligation by bringing a suit or suits at law. (b) Additionally, at any time ninety (90) days after the delinquency of an assessment, the Association may give notice to the defaulting holder of the delinquency and a demand for payment. If the delinquency, late charges and interest are not paid within ten (10) days after delivery of the notice, the SVHOA may elect to file a claim of lien against the lot of the delinquent owner. The claim of lien shall be in a form, and shall contain information, set forth in CC&R section 8. Upon recordation of a duly executed original or copy of such claim of lien by the Recorder of the County of Contra Costa, the lien claimed therein shall immediately attach and become effective subject only to limitations hereinafter set forth. Each delinquency shall constitute a separate basis for a claim of lien or a lien. Any such lien may be foreclosed by appropriate action in court or in a manner provided for by law for the foreclosure of a mortgage under power of sale. In the event such foreclosure is by action in court, reasonable attorney's fees shall be allowed to the extent permitted by law. In the event the foreclosure is as in the case of a mortgage under power of sale, any authorized officer of the Association conducting said sale shall be entitled to actual expenses and such fees as may be allowed by law or as may be allowed by law or as may be prevailing at the time the sale is conducted. A certificate of sale shall be executed and acknowledged by any authorized officer of the Association or by the person conducting the sale. A deed upon foreclosure shall be executed in a like manner. (c) The SVHOA shall, once a year, record a list of delinquent assessments as of December 31<sup>st</sup> of the preceding year. No owner may waive or otherwise escape liability for assessments by non-use of the common area or abandonment of his lot. (d) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from liability for any assessments thereafter becoming due or from the lien thereof.



The SVHOA has the option of suspending the voting rights and the right to use of all SVHOA Common Area and facilities for any Member delinquent in paying their assessments.

### **A statement describing the association's discipline policy, if any, including any schedule of penalties for violations of the governing documents pursuant to Section 5850:**

Violations of any rule or obligation set forth in the Governing Document may result in a suspension of Member privileges, including, but not limited to, loss of use of Common Areas and suspension of voting rights, in addition to the imposition of individual reimbursement assessments for any damage to common areas or SVHOA property.

Additionally, Members are subject to the following rules, fines and fining procedures:

### **Fine Schedule**

***IMPORTANT NOTE: IT IS THE BOARD'S INTENTION TO AVOID FINES AND IMPOSE THEM ONLY AS A LAST RESORT WHERE NECESSARY TO GAIN COMPLIANCE WITH APPLICABLE RULES. ACCORDINGLY, NO FINE WILL BE IMPOSED UNTIL AFTER A MEMBER HAS BEEN GIVEN AMPLE NOTICE OF AN ALLEGED VIOLATION AND AN OPPORTUNITY TO DISPUTE OR CORRECT THE VIOLATION. VIOLATIONS THAT ARE CORRECTED IN A TIMELY MANNER WILL NOT BE SUBJECT TO FINE, WITH THE EXCEPTION OF CERTAIN INSTANCES OF INHERENTLY DANGEROUS, DELIBERATE, RECKLESS OR REPEATED VIOLATIONS, AS NOTED BELOW.***

**All fines are subject to the Procedure for Violations of the Governing Documents adopted by the Board on January 27, 2022, including provisions for notice and an opportunity to dispute or correct any violation. The applicable procedures and notices are set forth below.** The Board will also give appropriate consideration to violations committed by children with the primary objective of teaching and gaining compliance.

The Board of Directors of the Secluded Valley Homeowner's Association ("SVHOA") has adopted the following schedule of fines for violations of the stated CC&Rs, Rules or Procedures. These fines are in addition to any other remedies allowed by law for the violations, including, but not limited to, assessment of monetary damages and the suspension of SVHOA Member privileges. Exceptions may be granted only in writing by the Board after written application.

The amount of fines has been determined based on factors including, but not necessarily limited to, the detriment caused, hazard created and an amount intended to deter violations.



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**Members are responsible for all conduct of family members, guests, renters and invitees.**

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### General Rules

<b>Prohibited Activities</b>	<b>Notice and Opportunity to Correct<sup>1</sup></b>	<b>First violation<sup>2</sup></b>	<b>Second violation</b>	<b>Add'l violations<sup>3</sup></b>
<b><u>Garage or Estate Sales:</u></b> Garage or Estate sales are considered to increase security threats and disturb neighborhood quiet enjoyment by inviting non-SVHOA Members into the SVHOA neighborhoods. No “garage or estate sales” may be held. A garage or estate sale is any advertised sale for the purchase and sale or donation of items of personal property that is open to members of the public who are not Members of the SVHOA. (Rule)	Yes	\$100 per day	\$250 per day	\$1000 per day
<b><u>Architectural Approvals:</u></b> No alteration of any structure may be made without prior written application to, and written approval by, the Architectural Committee or the SVHOA Board. Alterations subject to this rule include, but are not limited to new, repair or replacement exterior painting, staining, or recoloration, fencing, hardscaping, siding, roofing, windows or any kind. Members have been provided with a set of SVHOA Guideline Application forms to assist with their application process. (CC&R’s)	Yes	\$100	\$500	\$1000
<b><u>Rentals:</u></b> No Lot, structure, or other real property or any portion of any Lot, structure or other real property, may be rented in whole or in part for a period of less than 90 days, or for any period of time for any social, entertainment or recreational or purpose other than	Yes	\$500 per day	\$750 per day	\$1000 per day

<sup>1</sup> Notice and opportunity to correct violations may not apply if the Board, after notice to the member and hearing, determines the violation was deliberate, reckless or repeated.

<sup>2</sup> A violation fined on a per day basis consists of substantially the same violation occurring on consecutive days. The same or similar violation occurring on nonconsecutive days constitutes a separate violation.

<sup>3</sup> Additional violations.

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Prohibited Activities	Notice and Opportunity to Correct <sup>1</sup>	First violation <sup>2</sup>	Second violation	Add'l violations <sup>3</sup>
single family residential. Any rental of any property shall in writing expressly prohibit any subrental contrary to this rule. (CC&Rs)				
<b>Business Uses:</b> No Member property may be used for any business purpose. Use as a home office solely by a Member that does not involve the coming and going of clients or other business invitees will not be considered a violation of this rule. (CC&Rs)	Yes	\$100 per day	\$250 per day	\$500 per day
<b>Offensive or Noxious Activities:</b> No activity may be conducted on a Member property that by noise, light, smell or other sensory perception unreasonably disturbs Members on their property or other users of the Common Area. (CC&Rs)	Yes	\$0	\$0	\$0

### Common Area Violations (including, but not limited to, Open Space, Pathways, Tennis Courts and Playground)

Prohibited Activities	Notice and Opportunity to Correct <sup>4</sup>	First violation <sup>5</sup>	Second violation	Add'l violations <sup>6</sup>
<b>Common Area modifications:</b> Nothing in the Common Area may be altered in any way without prior written approval of the Board of Directors. Prohibited alterations include, but are not limited to, removing, modifying, adding, cutting, spraying, excavating, pruning, sawing, painting, and all other alterations or modifications of any kind whatsoever. (CC&Rs)	Yes	\$50, but \$100 for violations involving trees	\$125, but \$250 for violation involving trees	\$250, but \$500 for violations involving trees
<b>Motorized vehicles:</b> Motorized vehicles of all types are prohibited in the Common Areas at all times. (Rule)	Yes	\$100	\$250	\$500

<sup>4</sup> Notice and opportunity to correct violations may not apply if the Board, after notice to the member and hearing, determines the violation was deliberate, reckless or repeated.

<sup>5</sup> A violation fined on a per day basis consists of substantially the same violation occurring on consecutive days. The same or similar violation occurring on nonconsecutive days constitutes a separate violation.

<sup>6</sup> Additional violations.

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<b>Prohibited Activities</b>	<b>Notice and Opportunity to Correct<sup>4</sup></b>	<b>First violation<sup>5</sup></b>	<b>Second violation</b>	<b>Add'l violations<sup>6</sup></b>
<b><u>Wheeled vehicles:</u></b> Wheeled vehicles, including, but not limited to, bicycles, roller skates, or skateboards off the pathways, are prohibited anywhere in the Common Area except on paved pathways and established dirt extensions of existing paved pathways. This rule includes, but is not limited to, the tennis courts and playground. (Rule)	Yes	\$50	\$100	\$250
<b><u>Wheeled vehicles - operation:</u></b> Wheeled vehicles, including, but not limited to, bicycles, roller skates, or skateboards may not be operated in the Common Area at speeds or in proximity to users or animals that presents a foreseeable risk of injury to persons, animals or property. In no event may wheeled vehicles be operated in excess of ten (10) miles per hour. Violation of this rule is a separate violation from operation of wheeled vehicles in prohibited areas of the Common Area (CC&R and Rule)	Yes	\$50	\$100	\$250
<b><u>Substances:</u></b> Use of smoking (including vaping), alcohol and illegal drugs in the Common Area is strictly prohibited. Possession or secreting of illegal drugs or substances is strictly prohibited. (Rule)	No. Inherently dangerous	\$250	\$500	\$1000
<b><u>Fires and fireworks:</u></b> Fires, barbecues and fireworks in the Common Area are strictly prohibited. (Rule)	No. Inherently dangerous	\$500	\$1000	\$1000
<b><u>Animals:</u></b> All animals in the Common Area must be leashed and under control or subject to effective electronic control. No animal may attack any person or other animal. (Rule)	Yes	\$25, but \$50 for violations involving attacks	\$50, but \$100 for violations involving attacks	\$125, but \$250 for violations involving attacks
<b><u>Littering (including pet waste):</u></b> Littering in the Common Area is prohibited. All pet waste shall be immediately removed by the person with supervision of the pet(s). (Trash containers are available at the tennis courts, as well as at each Member's home). (Rule)	Yes	\$50	\$100	\$250

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<b>Prohibited Activities</b>	<b>Notice and Opportunity to Correct<sup>4</sup></b>	<b>First violation<sup>5</sup></b>	<b>Second violation</b>	<b>Add'l violations<sup>6</sup></b>
<b><u>Tennis courts - key entry only:</u></b> No one may enter the tennis courts except by using an authorized key issued by the SVHOA. (Rule)	Yes	\$50	\$100	\$250
<b><u>Tennis courts - gate:</u></b> The tennis court gate may not be propped open or prevented from fully latched closure. The gate must be fully latched and locked after passing through the gate. (Rule)	Yes	\$50	\$100	\$250
<b><u>Tennis courts - shoe soles:</u></b> All black-soled shoes and all other footwear that may mark the surface of the tennis court, are prohibited in the tennis courts. (Rule)	Yes	\$50	\$100	\$250
<b><u>Tennis courts and playground - glass containers:</u></b> Glass containers are prohibited in the tennis court and playground. (Rule)	Yes	\$25, but \$50 for broken glass	\$50, but \$100 for broken glass	\$125, but \$250 for broken glass
<b><u>Tennis courts and playgrounds - pets:</u></b> Pets are prohibited in the tennis courts and playgrounds (for sanitary and safety reasons). (Rule)	Yes	\$25	\$50	\$125
<b><u>Tennis courts and playground - fences:</u></b> Climbing on or over fences surrounding the tennis courts and playground is prohibited. (Rule)	Yes	\$100	\$250	\$500
<b><u>No for-profit activities:</u></b> The tennis court and all other Common Areas may not be used for for-profit business or activities. Payment by a Member to a third person for lessons (e.g., tennis lessons provided to the Member) are not considered for-profit business or activities. (Rule)	Yes	\$100	\$250	\$500
<b><u>Adult supervision of children:</u></b> Children under the age of eight (8) in the tennis courts and playground must be accompanied by a responsible adult. Parents, even if not present, are responsible for their children's, guests' or tenants' actions. (Rule)	Yes	\$25	\$50	\$125
<b><u>Offensive or Noxious Activities:</u></b> No activity may be conducted within the Common Area that by noise, light, smell or other sensory perception unreasonably	Yes	\$100	\$250	\$500

Prohibited Activities	Notice and Opportunity to Correct <sup>4</sup>	First violation <sup>5</sup>	Second violation	Add'l violations <sup>6</sup>
disturbs Members on their property or other users of the Common Area. (CC&Rs)				

## **Secluded Valley Homeowner's Association Procedure for Violations of the Governing Documents, the CC&Rs, By-Laws, Rules, Regulations and Procedures**

(Approved January 27, 2022)

The Secluded Valley Homeowner's Association ("SVHOA") Board of Directors ("Board"), in accordance with the California Davis-Stirling Act and SVHOA By Laws, has adopted the following Procedures with respect to violations ("Violation") of the SVHOA Declarations of Conditions, Covenants and Restrictions ("CC&Rs"), By Laws and/or duly adopted Rules, Regulations and Procedures.<sup>7</sup>

SVHOA Members are reminded that they are responsible for compliance and may be subject to fines or other remedies for Violations by tenants, family members and guests with respect to all CC&Rs, Bylaws, Rules, Regulations and Procedures.

Except in cases that the Board reasonably determines to be deliberate, reckless or repeated Violation(s) of the CC&Rs, Bylaws, Rules, Regulations and Procedures, or in circumstances requiring immediate correction or remediation of the Violation, the following procedures will apply:

- These procedures may be initiated upon receipt by the President (and/or the Board) of notice, whether in writing or otherwise, of any actual or potential Violation. The SVHOA Office Manager ("Office Manager") shall promptly notify, in writing, the President, with copies to all Board Members, any complaint concerning any actual or potential Violation received by the Office Manager.
- Before any written notice set forth herein is sent to a Member, the President or a member of the Board of Directors as the President's designee, shall make a good faith attempt to contact any Member suspected of a Violation to discuss the matter with them in person or by telephone and, if possible, reach a resolution of the suspected Violation.
- The President shall notify in writing any Member suspected of a Violation, through the Office Manager, of a suspected violation along with a description of their suspected

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<sup>7</sup> Rules, Regulations and Procedures include Common Area (Tennis Courts, Playground, and Pathways) posted signs and notices.

Violation. The Member will have ten (10) days from the date of notice to cease, rectify, correct or contest the noticed Violation. The notice shall be in the form of, or contain substantially the same information as, Exhibit A – Notice Letter attached hereto.

- If the Violation is not ceased, rectified, corrected or contested within the ten (10) day period, a Violation Letter will be sent by the President through the Office Manager stating:
  - the Violation;
  - a demand that the Violation be ceased, rectified or corrected within five (5) days of the letter. To avoid uncertainty, the deadline date will be specifically stated in the letter (e.g., “April 30, 2021”);
  - notice that a fine will be levied against the Member if the Violation is not ceased, rectified or corrected by the stated deadline; and,
  - The Violation Letter shall be in the form of, or contain substantially the same information as, Exhibit B – Violation Letter attached hereto.
- If the Violation is not ceased or corrected by the deadline set forth in the Violation Letter, or if the Violation is affirmed after being contested, the President through the Office Manager, shall send a letter notifying the Member that by decision of the Board they are subject to fine. The notice shall be in the form of, or contain substantially the same information as, Exhibit C – Fine Letter attached hereto.

In cases that the Board reasonably determines to be deliberate, reckless or repeated Violations, the Board may by motion impose an immediate fine(s) without following the procedures and issuing the Notice and Violation Letters set forth above. Notice to the Member of the Fine shall be provided in the form of, or contain substantially the same information as, Exhibit D – Immediate Fine Letter attached hereto. After a hearing by the Board, the Member will be notified of the Board’s decision. If the fine is affirmed, the notice will be in the form of, or contain substantially the same information as Exhibit C – Fine Letter attached hereto.

Additional procedures:

- All Notice, Violation, Fine and Immediate Fine letters provided for herein may be delivered to the Member by email (except for Members who have not consented to receive email notifications from the SVHOA), first class mail, personal delivery, commercial delivery service or any other delivery method reasonably determined to provide reliable actual delivery. Such letters may be directed to the Member or to any person who has acted on behalf of the Member with respect to SVHOA affairs.
- Any fine may be enforced by any method permissible under law or equity.

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- In cases where immediate correction or rectification of the Violation is required (nonexclusive examples may include Violations that threaten injury or damage to persons or property or unduly disturb the quiet enjoyment of other Members), the Board may take such additional action as it deems necessary or convenient to gain compliance with all applicable CC&Rs, By Laws, Rules Regulations and Procedures.
- All disputes concerning Violations and fines shall be finally determined pursuant to the SVHOA Dispute Resolution procedures.
- The Procedures, Fines and Remedies set forth herein are not exclusive. Nothing in these procedures prevents the Board from taking such additional action or seeking such remedies as it may deem necessary or convenient to enforce the CC&Rs, By-Laws, Rules, Regulations and Procedures, and/or obtain compensation or reimbursement for damage, including, but not limited to, invoking the SVHOA Dispute Resolution Procedures, bringing an action in court for legal and/or equitable relief, and suspending Member voting rights and privileges.

\* \* \* \*

### Exhibit A – Notice Letter

*Italics and brackets are instructions for preparation of the letter and should not appear in it.*

[*Member name*]

[*Member registered street address*]

[*Member registered city, state, zip*]

Dear \_\_\_\_\_,

This letter is provided to you at the direction of the Board of Directors of the Secluded Valley Homeowner's Association ("Board" and "SVHOA").

All members of the SVHOA are responsible for compliance, including compliance by family members, tenants, business and personal guests present within the SVHOA neighborhoods, with the SVHOA Declarations of Conditions, Covenants and Restrictions, By Laws and/or duly adopted rules, regulations and procedures (separately and collectively, the "Controlling Documents").

It has come to the attention of the Board that the following item or actions have occurred that do not comply with the Controlling Documents:

Violation: \_\_\_\_\_

Date(s): \_\_\_\_\_

Action Required: \_\_\_\_\_

Required Compliance Date: \_\_\_\_\_



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The Board provides this notice in an effort to avoid further action. The Board requires that you take the Action Required on or before the Required Compliance Date. If you dispute that a violation has occurred, you must provide written notice, including a detailed statement of facts supporting your position, on or before the Required Compliance Date by email or letter delivered to the Board at [svhoa.board@gmail.com](mailto:svhoa.board@gmail.com) and/or P.O. Box 1441, Lafayette, CA 94549. If the Action Required is timely completed no further action will be taken. If you provide timely notice that you dispute the violation, the Board will review the information that you provide and determine further steps to resolve the dispute.

Please be advised that if the Action Required is not completed, or the violation is not disputed, on or before the Required Compliance Date, you will be subject to further action, including, but not limited to, fines in the amount of \$\_[include applicable fine amount]\_\_\_\_\_, suspension of Member privileges and /or voting rights, or further legal or equitable action.

The Board looks forward to your cooperation and a quick and amicable resolution of this concern. Thank you in advance.

Very truly yours,

President, Secluded Valley Homeowner's Association

\* \* \* \*

### Exhibit B – Violation Letter

*Italics and brackets are instructions for preparation of the letter and should not appear in it.*

[Member name]

[Member registered street address]

[Member registered city, state, zip]

Dear \_\_\_\_\_,

This letter is provided to you at the direction of the Board of Directors of the Secluded Valley Homeowner's Association ("Board" and "SVHOA"). On \_\_\_\_ [date of Notice Letter] \_\_\_\_ you were sent a letter at the direction of the Board advising you of the following violation of the Controlling Documents of the SVHOA.<sup>8</sup>

Violation: \_\_\_\_\_

Date(s): \_\_\_\_\_

Action Required: \_\_\_\_\_

Required Compliance Date: \_\_\_\_\_

\_\_\_\_\_

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The above-referenced letter advised that you were required to take the Action Required, or contest (in writing), the violation on or before the Required Compliance Date. The Board is advised that you did not do so. Accordingly, please be advised that if the Action Required is not completed within five (5) days of the date of this letter, the following fine will be levied against you in accordance with the Controlling Documents.

Fine: \$ \_\_\_\_\_

Five (5) day deadline for rectification: \_\_[date]\_\_\_\_\_

The Board looks forward to your cooperation. Thank you in advance.

Very truly yours,

President, Secluded Valley Homeowner's Association

[fn. 1] "Controlling Documents" refers to the SVHOA Declarations of Conditions, Covenants and Restrictions, By Laws and/or duly adopted rules, regulations and procedures.

\* \* \* \*

### Exhibit C – Fine Letter

Dear \_\_\_\_\_,

This letter is provided to you at the direction of the Board of Directors of the Secluded Valley Homeowner's Association ("Board" and "SVHOA"). On \_\_\_\_ [*date of Notice Letter*] \_\_\_\_ you were sent a letter at the direction of the Board advising you of the following violation of the Controlling Documents of the SVHOA.<sup>9</sup>

Violation: \_\_\_\_\_

Date(s): \_\_\_\_\_

Action Required: \_\_\_\_\_

Required Compliance Date: \_\_\_\_\_

**[ALTERNATIVE A – FOR USE IF NOT CONTESTED OR CORRECTED.]** The above-referenced letter advised that you were required to take the Action Required, or contest (in writing), the violation on or before the Required Compliance Date. The Board was advised that you did not do so.

On \_\_\_\_\_ [*date of Violation Letter*] \_\_\_\_\_ you were sent a letter at the direction of the Board advising that you would be subject to the following fine if the Action Required was not

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<sup>9</sup> "Controlling Documents" refers to the SVHOA Declarations of Conditions, Covenants and Restrictions, By Laws and/or duly adopted rules, regulations and procedures.

## SVHOA - 2025 Annual Policy Statement

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completed by the deadline indicated below.

Fine: \$\_\_\_\_\_

Five (5) day deadline for rectification: \_\_[*date*]\_\_\_\_\_

The Board is advised that you did not do so. The Fine was imposed at a meeting of the Board of Directors on [date].]

**[*ALTERNATIVE B – IF CONTESTED BUT VIOLATION AFFIRMED*]:** The above-referenced letter advised that you were required to take the Action Required, or contest (in writing), the violation on or before the Required Compliance Date. The letter also advised that failure to take the Action Required by the Required Compliance Date would subject you to, among other things, a fine in the amount of \$[*amount of fine*] \_\_\_\_\_. You contested the violation within the required time. After consideration of your position and the information submitted in support of it, after a hearing on [date] the Board affirmed that the violation occurred and that you are responsible for it. Accordingly, in compliance with the Controlling Documents, a fine in the following amount is levied against you.

Fine: \$\_\_\_\_\_]

**[*IF THE VIOLATION IS ONGOING AND SUBJECT TO REQUIRED FURTHER ACTION, INCLUDE THIS PARAGRAPH AS APPLICABLE*].** Please also note that the violation is continuing and still must be corrected. You are required to do so as soon as possible.

**[*INCLUDE IF APPLICABLE*]:** Additionally, please note that the fine amount is continuing to accrue so long as the violation continues.]]

The Board requests that to avoid further collection action you promptly remit payment of the fine to the Board at the mailing address shown in the footer of this letter.

The Board fully reserves all rights to take further action with respect to the violation including, but not limited to, seeking such remedies as the Board may deem necessary or convenient to enforce the Controlling Documents, obtaining compensation or reimbursement for damage, invoking the SVHOA Dispute Resolution procedures, bringing an action in court for legal and/or equitable relief, and suspending Member privileges and/or voting rights.

The Board looks forward to your cooperation. Thank you in advance.

Very truly yours,

\* \* \* \*

Exhibit D – Immediate Fine Letter

[*Member name*]

## SVHOA - 2025 Annual Policy Statement

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[Member registered street address]

[Member registered city, state, zip]

Dear \_\_\_\_\_,

This letter is provided to you at the direction of the Board of Directors of the Secluded Valley Homeowner's Association ("Board" and "SVHOA").

All members of the SVHOA are responsible for compliance, including compliance by family members, tenants, business and personal guests present within the SVHOA neighborhoods, with the SVHOA Declarations of Conditions, Covenants and Restrictions, By Laws and/or duly adopted rules, regulations and procedures (separately and collectively, the "Controlling Documents").

It has come to the attention of the Board that the following item or actions have occurred that do not comply with the Controlling Documents:

Violation: \_\_\_\_\_

[***ADD IF APPLICABLE:*** Plus the cost of damage to Common Areas and Facilities: -  
\_\_\_\_\_]

Date(s): \_\_\_\_\_

Under the Controlling Documents, this violation is subject to the following fine as well as any costs for the damage and/or replacement:

Fine: \$\_\_\_\_\_

It appears to the Board that due to the deliberate, reckless or repeated nature of this violation the immediate imposition of a fine [***ADD IF APPLICABLE:*** And monetary charges for damage] may be appropriate.

**ACCORDINGLY, NOTICE IS HEREBY PROVIDED THAT THE BOARD WILL CONSIDER THE IMMEDIATE IMPOSITION OF A FINE [***ADD IF APPLICABLE:*** , IMPOSING A MONETARY CHARGE TO REIMBURSE THE SHVOA FOR COSTS INCURRED IN THE REPAIR OR DAMAGE TO COMMON AREAS AND FACILITIES] AND OTHER DISCIPLINARY ACTION AT A MEETING THAT WILL OCCUR AS FOLLOWS [***NOTE: THIS MAY BE THE NEXT REGULARLY SCHEDULED MEETING OR MAY BE A DULY NOTICED SPECIAL MEETING***]:**

**DATE:** \_\_\_\_\_ [***NOTE: UNDER CIVIL CODE SECTION 5855, THE DATE MUST BE AT LEAST 10 DAYS AFTER DELIVERY OF THIS LETTER***]

**TIME:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_

**YOU HAVE A RIGHT TO ATTEND AND MAY ADDRESS THE BOARD AT THE**

**MEETING.** AT YOUR REQUEST, THE BOARD WILL MEET IN EXECUTIVE SESSION TO ADDRESS THIS MATTER. YOU WILL BE PROVIDED WITH A WRITTEN NOTIFICATION OF THE BOARD’S DECISION.

**[IF THE VIOLATION IS ONGOING AND SUBJECT TO REQUIRED FURTHER ACTION:** The Board has been made aware the violation is continuing and must be corrected. The Board requires that the following actions be taken to cease and/or correct to violation.

Action Required: \_\_\_\_\_

Additionally, the fine amount is continuing so long as the violation is continuing. The Board demands that it be immediately corrected.]

The Board fully reserves all rights to take further action with respect to the violation including, but not limited to, seeking such remedies as the Board may deem necessary or convenient to enforce the Controlling Documents, obtaining compensation or reimbursement for damage, invoking the SVHOA Dispute Resolution procedures, bringing an action in court for legal and/or equitable relief, and suspending privileges and/or voting rights.

The Board looks forward to your cooperation. Thank you in advance.

Very truly yours,

President, Secluded Valley Homeowner’s Association

\* \* \* \*

## **A summary of dispute resolution procedures, pursuant to**

**Sections 5920 and 5965:** The SVHOA follows the requirements of the Davis-Stirling Act with respect to Internal Dispute Resolution Procedure (IDR) and Alternative Dispute Resolution Procedures (ADR).

### **I. Internal Dispute Resolution Procedure (IDR)**

Pursuant to California Civil Code §5905 the Association provides an informal, Internal Dispute Resolution program whose goal is to reach early resolution of disputes over enforcement of the governing documents and/or specified state laws. The Association “meet and confer” program supplements and does not replace the requirement for more formal Alternative Dispute Resolution (ADR) prior to filing an enforcement lawsuit.

The Association offers a “meet and confer” program for Members who have disputes with the Association involving their rights, duties, or liabilities under the governing documents or specified provisions of state law can explain their positions to the Board or to a Board representative and attempt to resolve their concerns informally. The “meet and confer” program

also applies to circumstances when the Board has a dispute with a member and would like to talk it over.

The Member and or the Association may be assisted by an attorney or another person to explain their positions at their own cost.

The following is a general description of the Association's "meet and confer" program and how it works: The statutory default procedures set forth in Civil Code §5915 shall apply and are as follows:

- A. Either party to a dispute within the scope of Civil Code §5900 et seq. may invoke the following procedure:
  1. A party may request the other party to "meet and confer" in an effort to resolve the dispute. The request shall be in writing.
  2. A Member of the Association may refuse a request to "meet and confer". The Association may not refuse a request to meet and confer.
  3. The Association's Board of Directors shall designate a Member or Members of the Board to "meet and confer".
  4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney, another person, or at their own cost when conferring.
  5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by both parties.
- B. A written agreement reached under the above procedure binds the parties and is judicially enforceable if, both parties sign it and both of the following conditions are satisfied:
  1. The agreement is not in conflict with the law or the governing documents of the Association.
  2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or, the Board of Directors ratifies the agreement. A Member may not be charged a fee for participating in this procedure.

### **II. Alternative Dispute Resolution Procedures (ADR)**

The Association's "meet and confer" program is intended to resolve differences informally, in a fast, fair, and reasonable manner. Where the circumstances of a dispute reasonably call for the assistance of a neutral third party, the program makes maximum use of local dispute resolution services, including low-cost mediation services such as those listed on the Internet Web sites of the Department of Consumer Affairs and the United States Department of Housing and Urban Development. If such services are used, they are paid for entirely by the Association.

California Civil Code §5930 addresses your rights to sue the Association or another member of the Association regarding the enforcement of the governing documents and/or specified state laws. The following is a summary of Civil Code §5930.

In general, Civil Code §5930 provides that an Association or an owner may not file a lawsuit to enforce the governing documents or to enforce certain laws that govern community associations, unless the parties first try to submit their dispute to Alternative Dispute Resolution (ADR). Recognized forms of ADR include conciliation, mediation, or arbitration. The ADR law for common interest developments applies to enforcement of most provisions of the governing documents as well as to provision of the Davis-Stirling Common Interest Development Act (Civil Code §§4000 through 4765) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code §§7110 et seq.).

The intent of the ADR law is to promote speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel CC&R and compliance disputes away from our state's court system.

This form of an Alternative Dispute Resolution may be binding or non-binding, and costs will be borne as agreed to by the parties involved. The ADR law does not generally apply to assessment disputes or to disputes that can be resolved in small claims court.

Any party covered in this dispute may initiate the ADR process by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to an owner must include a copy of the ADR law in its entirety. If an applicable statute of limitations will expire, serving the Request will extend the statutory period for 30 days and, if ADR is accepted, also for the 90-day period of time allowed to complete the process and any agreed-upon extension of time.

Failure of a Member of the Association to comply with the Alternative Dispute Resolution requirements of §5930 of the Civil Code may result in the loss of your right to sue the Association, or another Member of the Association regarding enforcement of the governing documents or the applicable law. Should the Association or an individual Member wish to file a lawsuit for enforcement of the governing documents or a specified statute, the law requires the Association or the individual to file a certificate with the court prior to the filing of the suit, stating: (1) that the ADR has been completed, (2) that one of the other parties did not accept the terms offered for the ADR, or (3) that urgent orders of the court were necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

In any lawsuit to enforce the governing documents, Civil Code §5975(c) provides that the prevailing party may be awarded attorneys' fees and costs. If any party has refused to participate



in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

**A summary of any requirements for association approval of a physical change to property, pursuant to Section 4765: CC&R Article VI**

– Architectural Control requires approval *BEFORE commencement or maintenance* of “buildings, fence, wall or other structure ... [and] exterior addition to or change or alteration [of]” all properties within the SVHOA. Changes of landscaping are not subject to approval, but hardscaping does require approval. Members within the SVHOA *should review their copy of the Architectural Guide BEFORE* proceeding with any changes to the exterior of their property. The Architectural Guide sets forth the procedures and forms required to apply for approval of proposed work. Homeowners are requested to contact the Chair of the Architectural Committee with any questions concerning whether their proposed project requires approval and concerning the application process. Contact information for the Chair is noted on the Architectural Guide. A copy of the Guide has been delivered to all Members. It is also available on the SVHOA website: <https://www.svhoa.website>

**The mailing address for overnight payment of assessments:** The following mailing address shall be used for overnight payment of annual and special assessments: Secluded Valley Homeowner’s Association, Attn: Office Manager, P.O. Box 1441, Lafayette, CA 94549-1441. [§ 5655]

**Any other information that is required by law or the governing documents or that the board determines to be appropriate for inclusion:**

**Tennis Court and Playground Rules**

**Facility Operating Hours:**

- a) Court Hours: 7:30 A.M. to dusk.
- b) Prime Time: 7:30 A.M. through 2:00 P.M. on weekends and holidays.
- c) Adults have priority in activities on the courts during Prime Time.
- d) The playground is open at 8: A.M. until sunset.

**Tennis court rules:** The rules posted on the tennis court fence apply and shall be followed.

**Pickleball usage trial rules:** The Board has approved the following rules to allow a trial period of pickleball play:

Equipment: Only soft balls and paddles may be used.

Courts: Pickleball play is allowed only on the court closest to the hill (to the left as you enter the courts).

No changes may be made to the existing tennis courts, including, but not limited to, the height or tensioning of nets. Exceptions: (1) removable lines may be used if, and only if, they have been approved by the Board. (2) removable chalk lines may be used provided they are used on an experimental basis provided they are (a) as neat as possible, and (b) removed completely and cleanly after their experimental use and/or if the Board decides they should be removed. The Member shall be responsible for any damage caused by removable lines.

Hours of play: Pickleball is limited to Monday, Thursday and Saturday from 2:00 p.m. to 6:00 p.m.

All other rules applicable to tennis also apply to pickleball. Please see the rules posted on the tennis court fence.

**The Playground:** is for Secluded Valley Homeowner's Association residents and their guests only.

Secluded Valley Homeowner's Association is not responsible for injuries, accidents, or loss of property at the playground. Use the playground at your own risk and always use good judgment.

This is a place for children to have fun so please be respectful.

**Basketball Usage:**

- a) Basketball play is limited to 30 minutes when players are waiting to play. One-on-one must give way to team play when players are waiting to use the court.
- b) At no time are basketball players allowed to interfere with those playing tennis.

**Financial Charges to use the Facility:**

- a) There is no charge to use the Tennis or Basketball facility.
- b) No person or family is allowed to use the facilities for profit. Fees are taxed both by the State and Federal Governments. To do so is unlawful and persons involved may be prosecuted.

**Infraction of the Rules:** Any violations of a Member for breaking any of the rules could very well result in the loss of their use of the facilities for that season. Egregious disregard or infractions will result in being permanently banned and that Member will be liable for any repairs necessary.

- a) Each individual infraction of the rules shall result in doubling the time that the Member may not use the facility.

**Member access to association records:** Civil Code §5200 *et seq.* specifies the types of Association records that Members are entitled to inspect and copy and sets forth procedures that must be followed with respect to requests for documents.

In general, Association records prepared during the current fiscal year will be made available within ten (10) business days after receipt by the Association of a proper written request. Records prepared prior to the current fiscal year will be made available within thirty (30) calendar days after receipt of a proper written request.

There are certain exceptions to these procedures concerning, but not necessarily limited to, the Membership List:

**Membership List:** Members desiring to inspect or obtain a copy of the list of names, addresses and email address of the Association Members must submit a written request to the Board of Directors. The request must state a purpose that is reasonably related to the owner's interest as a Member of the Association. The Association will make the Membership List available for inspection or copying by the requesting Member within five (5) business days after receipt of a proper written request, subject to the following conditions:

- A. If the Board reasonably believes the Membership List will be used for another purpose it may deny the requesting Member access to the list or provide the requesting Member a reasonable alternative.
- B. A Member may not use the Membership List may not be used for any commercial purpose or any purpose not reasonably related to the Member's interest as a Member.
- C. Any Member has the right to opt out of sharing his or her name, property address, mailing address and email address included in the Association's membership list by notifying the Association in writing. However, a Member not on the shared membership list may receive correspondence or notices that have been mailed by the Association at the request of and on the behalf of the Member who requested the membership list.

**Redacted information:** The Association may redact certain information as allowed or required by statute.

**Office Manager:** The Board has hired an Office Manager to handle certain administrative duties.