



Nov., Dec. 2019

BERNARDO HEIGHTS CLUBHOUSE NEWSLETTER

VOL. 6, ISSUE 4



## Holiday Open House

You are invited to attend our annual Holiday Open House from 5:30-7:30 p.m. on Saturday, December 14, at our clubhouse. Food and beverages will be provided along with live music and a raffle for door prizes. Please bring a new, unwrapped toy for the Toys for Tots Drive and a favorite dessert to share. This event is for members of Bernardo Heights only and guests are not permitted. RSVP by December 9 at [bernardohights.org](http://bernardohights.org) under the RSVP tab or by calling (858) 451-3580. Space is limited. Please notify us ASAP if you reserve a place but find you cannot attend.

## PRESIDENT'S MESSAGE



A special warm holiday greetings to our CABH friends. This past year we have worked hard to keep within our budget and, for 2020, there will be NO increase in the master association HOA dues.

We have set aside funds to also give our entry area a new look. As we enter the "Roaring Twenties" your Board representatives, as well as all the volunteers who contribute time and effort, hope to enhance our current programs and bring some new programs to the clubhouse.

Your input is very valuable in shaping the course to the future. Do you like pickleball, more children's or teen activities, more fitness equipment, or more social events? Please make your thoughts known to our manager, [Claudia.Sitta@associa.us](mailto:Claudia.Sitta@associa.us). Together we will continue to make Bernardo Heights one of the premiere residential neighborhoods in the county.

**Happy Holidays,**

Nick Anastasopoulos, Board of Directors President

## Upcoming Social Events

2020



### St. Patrick's Day Social

Friday, March 13

5:30- 7:30 p.m.



### Easter Egg Hunt

Saturday, April 11

11:30 a.m.— 2:00 p.m.

(Hunt begins at noon)



### Cinco de Mayo

Saturday, May 2

5:30- 7:30 p.m.



## GENERAL MANAGER'S MESSAGE



Claudia Sitta

During the holidays we are often reminded of the diversity that our world is made up of. People celebrate the holidays according to their separate heritage, traditions, and beliefs. One of the common denominators that brings people of different race, religion, and custom together is a desire to live in peace, harmony, and happiness. It is a desire shared by all and it is best achieved through cooperation, kindness and respect. Our community is

sort of like a microcosm of the world. We are made up of people of varying differences, but we are all connected by the fact that we share a community

together. And, although we have our differences in opinions, perceptions, and desires, we too can benefit through cooperation, compliance and respect for our neighbors. During this holiday season as we celebrate in our own tradition, let's try to hold onto that spirit of unity, harmony and peace that all traditions embrace and apply it to all of our community neighbors....all year long. If we can, we will all benefit.

**Happy Holidays!**

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## Architectural Committee Update

The Architectural Committee would like to kindly remind residents that the installation of security cameras must comply with Sections 631 and 632 of the California Penal Code. Cameras can be installed *provided that no privacy laws will be violated*. In addition, installation of cameras requires approval from the local HOA and CABH.

If residents would like to place cameras on their homes to provide security, an Architectural Improvement Request is required (this form can be found online at [www.bernardoheights.org](http://www.bernardoheights.org)). Residents must include pictures of the placement of the cameras as well as what areas of the home the cameras will capture.

**Important Notice:** Before submitting the architectural application to your sub-management company, please be sure the first two pages are completed. Any incomplete applications will be sent back to you.

## ARC. COMMITTEE POSITION



The Architectural Committee is looking for a new member to join. If interested, please email:

[bernardo.heights@associa.us](mailto:bernardo.heights@associa.us)

## POSITIONS AVAILABLE

Our Association is currently seeking part-time recreation assistants. Interpersonal skills and knowledge in technology are musts. Submit the completed application and your resume to [Claudia.Sitta@associa.us](mailto:Claudia.Sitta@associa.us). Applicants must be at least 18 years old.



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 Mon - Fri 9am - 12pm • 1pm - 4:30pm • or by appt

## ROOM RESERVATIONS FOR MEMBERS



The Bernardo Heights Clubhouse is proud to offer rooms for rent to host members' events. Events must only be for private use. Events such as fundraisers, commercial events, or religious events are not allowed. The maximum time allowed for a room reservation is six (6) hours. Events/rentals cannot exceed 10:00 PM.

Members have a limit of three reservations per calendar year. No more than one indoor AND one outdoor event per day. The Community Room is limited to two reservations per month. Rooms can be reserved from three (3) weeks to six (6) months in advance. Reserving rooms for individuals not members of the Bernardo Heights Clubhouse is **prohibited**.

**Members must be present and have checked in, in order for guests and vendors to enter the facility to begin their set-up.**

In the process of reserving a room, two checks (in the member's name) will be required: one for the payment and one for the deposit. For more information, call the front desk at (858) 451-3580. For more information, please visit our website: [www.bernardoheights.org](http://www.bernardoheights.org).



## CLUBS & CLASSES

For more information,  
call or email the instructor directly.

### Bunko Club

Second Thursdays at 6 p.m.

Sally Berndt

(314) 922-5979

sallyberndt@hotmail.com



### Mah Jongg

Mondays & Wednesdays at 1 p.m.

Mary Nelson

(858) 592-9872



### Yoga

Fridays at 10 a.m.

(760) 212-7074

jecenia.hidalgo@gmail.com



#### COUPON

ONE FREE CLASS

This offer is valid for first-time students only. Coupon must be presented to be redeemed.



### JUNIOR TENNIS CLASSES

Please register with Coach Brandon before attending.

**Tuesdays** 4 p.m. to 6p.m.: Ages 10-14 (Novice)

**Wednesdays** 4 p.m. to 6 p.m.: Ages 12-17 (Satellite)

**Thursdays** 5 p.m. to 7 p.m.: Ages 13-17 (Open)

### PRICES FOR LESSONS

All levels are welcome, ages 10-17.

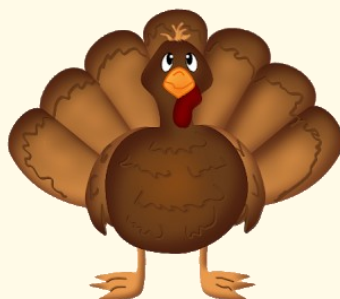
60-minute private lesson: \$60

60-minute semi-private lesson: \$35 per person

30-minute private lesson: \$30

For reservations contact Coach Brandon at 858-775-6804 or  
info@sandiegotennislessons.com

## TURKEY SHOOT TOURNAMENT



Men's Doubles

Women's Doubles

Mixed Doubles — Round Robin

You are invited to participate in our Turkey Shoot Tournament to be held from 9 a.m. to noon on Saturday, November 23. Prizes will be offered to the winning teams, with a turkey for the Grand Prize - perfect for Thanksgiving dinner!

**The cost is \$15 per person and payment is required at registration.**

Registration will be accepted through November 20 at the front desk of the clubhouse. (Make checks payable to Brandon Sieh).

For further information, call Brandon at (858) 775-6804.



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## Board of Directors

### President

*Nick Anastasopoulos*

### Vice President

*Don Williams*

### Treasurer

*Debbie Kurth*

### Secretary

*Rob Knudsen*

### Directors

*Walt Mueller*

*Sal Prager*

## REGULAR MEETINGS

### CABH BOARD

The Board meets at 6 p.m. on the fourth Thursday of each month. Homeowners are welcome to attend and speak during the Homeowners Forum.

**November/December meeting will be held on December 5, 2019 at 6 p.m..**

### LANDSCAPE COMMITTEE

The committee meets at 9 a.m. on the second Thursday of each month.

### ARCHITECTURAL COMMITTEE

The committee meets at 11 a.m. on the second and fourth Monday of each month.

**The last meeting of 2019 will be on December 9. The next meeting will take place on January 13, 2020.**

**Meetings are held at the clubhouse. Please call (858) 451-3580 to confirm if you plan to attend or are interested in volunteering.**

## THE Campbell GROUP

THANK YOU FOR YOUR CONTINUED SUPPORT FOR  
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*Linda*



*Steven*



*Tesha*

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Linda@SellSanDiegoHomes.com  
CalBRE# 01074973

STEVEN CAMPBELL | 619.972.1552  
Steven@SellSanDiegoHomes.com  
CalBRE# 00943026

TESHA BUCHAN | 858.449.4233  
TeshBuchan@gmail.com  
CalBRE# 01728188

## TENNIS RESERVATION RULES

1. Call-in reservations begin at **8:00am**. One walk-in reservation can be made after 7:45am. If there are multiple walk-in reservations, they will alternate with the phone reservations.
2. Reservations must be made no more than two days in advance. For prime-time slots (9:00am, 6:00pm, & 7:30pm), both names of players, who are members, must be recorded. If only one player, singles will be marked.
3. If a member wants to make a reservation for two courts/two times, a separate call must be made, with the 2<sup>nd</sup> reservation called in after 3:00pm.
4. Reservation times are for 90-minute segments, starting at 7:30am. If a reserved court is vacant more than 10 minutes after the reservation time, the court is no longer reserved.
5. Reservation number: (858) 451-3580.

## TENNIS COACHING

The only authorized tennis coach on our courts is Coach Brandon Sieh. Please report any other person coaching to the CABH front desk.



## BALL MACHINE RENTAL

1. The ball machine is the property of CABH and is for recreational use by CABH members.
2. Sign in for use at the front desk.
3. A rental fee of \$5 is charged for each use (up to 90 minutes). Rental includes machine, remote, extension cord, ball hopper, and practice balls.
4. Electricity is available on courts #1 and #2.
5. Court #2 may be used when not reserved by the tennis pro.
6. Anyone under the age of 16 must be under adult (18 or over) supervision.
7. For stroke instruction, please contact tennis pro, Brandon Sieh, (858) 775-6804.

## SPANISH CLUB UPDATE

Spanish Club will now be focusing on improvement of Spanish speaking skills for intermediate and advanced Spanish speakers. This is not a class for beginners. The club meets twice a week, from 11:00am-12:30pm, on Tuesdays and Fridays.

## CLUBS & CLASSES

**For more information, call or email the instructor directly.**

### Rummikub

Third Tuesdays at 1 p.m.

Rochelle Samuels

(314) 922-5979



### Scrabble

First Tuesdays at 1 p.m.

Rochelle Samuels

(314) 922-5979



### Spanish Club

Tuesdays and Fridays at 11 a.m.

Patti Perna (858) 487-7212

&

Bob Thomas (858) 521-8264



## TIPS FOR PREVENTING COYOTE CONFLICTS

Lately, we have been having many unfortunate issues with our residents having encounters with coyotes. We must try to stay alert and prevent these situations as best as we can. We are including a few helpful tips that can benefit us all in keeping our pets and community safe.

- Avoid walking pets without a leash and in wooded areas. Coyotes may hide in busy areas near trails and parks.
- Do not leave pets outside unattended & keep doggie doors closed at night.
- Do not leave anything in your yard that may attract coyotes. A few examples are compost piles, open trash containers, any kind of food, and water bowls or fountains.
- When facing a coyote, be loud and large. Wave your arms and yell. Fill squirt guns or spray bottles with water and vinegar.

### REMINDER FOR DOG OWNERS

As a courtesy to all visitors and residents of Bernardo Heights, please pick up after your dogs to keep the community beautiful and well maintained. Please remember to bring doggie-bags with you whenever you walk around with your pets. CABH has placed a doggie-bag dispenser in front of Lucido Park for members' use, however, dogs are still prohibited inside Lucido Park. Dogs must be kept on a leash at all times to ensure the safety of others. Our goal is to keep our community a safe and welcome environment for our residents. Thank you!

### UPDATED GUEST POLICY

The Board has decided to update our Guest Policy at the Bernardo Heights Clubhouse. Members will be required to accompany guests when using the facility. Guests will still be asked to check in at the front desk and wait in the lobby until the member arrives. Members may still call or email their guest's names in advance. As a reminder, members ages 14-15 may not bring guests, ages 16-17 may bring up to 3 guests, and ages 18 & up may bring up to 6 guests per household. Guests may not enter the fitness room due to liability.

## BERNARDO HEIGHTS COMMUNITY SIGN POLICY



This is a reminder that advertising and campaign signs are not permitted on Bernardo Heights owned and maintained property, including traffic medians. These streets include Avenida Venusto, Bernardo Heights Parkway, and Paseo Lucido. Postings on light


posts or traffic lights are also prohibited.

Residents holding a garage sale must procure approved signs from the clubhouse for a deposit of \$10 per sign.

Realtors holding an open house must also procure approved signs from the clubhouse for a deposit of \$20 per sign. For signs within a neighborhood, please contact the neighborhood's management company. This information may be found on [bernardoheights.org](http://bernardoheights.org) under the 'Our Community' tab.



# **NOVEMBER 2019**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					<b>1</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>2</b>
<b>3</b>  <b>CLOSE AT</b> <b>6:00 PM</b>	<b>4</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>5</b> <b>Spanish Club</b> <b>11:00 AM</b> <b>Scrabble</b> <b>1:00 PM</b>	<b>6</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>7</b>	<b>8</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>9</b>
<b>10</b>  <b>CLOSE AT</b> <b>6:00 PM</b>	<b>11</b> <b>ARC</b> <b>Committee</b> <b>11:00 AM</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>12</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>13</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>14</b> <b>Landscape</b> <b>Committee</b> <b>9:00 AM</b> <b>Bunko</b> <b>6:00 PM</b>	<b>15</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>16</b> 
<b>17</b>  <b>CLOSE AT</b> <b>6:00 PM</b>	<b>18</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>19</b> <b>Spanish Club</b> <b>11:00 AM</b> <b>Rummikub</b> <b>1:00 PM</b>	<b>20</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>21</b>	<b>22</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>23</b> <b>Turkey</b> <b>Shoot</b> <b>9:00 AM–</b> <b>12:00 PM</b>
<b>24</b>  <b>CLOSE AT</b> <b>6:00 PM</b>	<b>25</b> <b>ARC</b> <b>Committee</b> <b>11:00 AM</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>26</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>27</b> <b>Mah Jongg</b> <b>1:00 PM</b>  <b>CLOSE AT</b> <b>2:00 PM</b>	<b>28</b> <b>CLOSED -</b> <b>HAPPY</b> <b>THANKSGIVING!</b> 	<b>29</b> <b>Yoga</b> <b>10:00 AM</b>	<b>30</b>



# DECEMBER 2019



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>1</b> <b>CLOSE AT</b> <b>6:00 PM</b>	<b>2</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>3</b> <b>Spanish Club</b> <b>11:00 PM</b> <b>Scrabble</b> <b>1:00 PM</b>	<b>4</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>5</b> <b>CABH Joint</b> <b>Board Meeting for Nov./</b> <b>Dec.</b> <b>6:00 PM</b>	<b>6</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>7</b> 
<b>8</b> <b>CLOSE AT</b> <b>6:00 PM</b>	<b>9</b> <b>ARC</b> <b>Committee</b> <b>11:00 AM</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>10</b> <b>Spanish Club</b> <b>11:00 PM</b>	<b>11</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>12</b> <b>Landscape</b> <b>Committee</b> <b>9:00 AM</b> <b>Bunko</b> <b>6:00 PM</b>	<b>13</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>14</b> <b>HOLIDAY</b> <b>OPEN</b> <b>HOUSE</b> <b>5:30-7:30 PM</b> 
<b>15</b> <b>CLOSE AT</b> <b>6:00 PM</b> 	<b>16</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>17</b> <b>Spanish Club</b> <b>11:00 PM</b> <b>Rummikub</b> <b>1:00 PM</b>	<b>18</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>19</b>	<b>20</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>21</b>
<b>22</b> <b>CLOSE AT</b> <b>6:00 PM</b>	<b>23</b> <b>No ARC</b> <b>Meeting!</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>24</b> <b>Spanish Club</b> <b>11:00 PM</b> <b>CLOSE AT</b> <b>2:00 PM</b>	<b>25</b> <b>CLOSED—</b> <b>HAPPY</b> <b>HOLIDAYS!</b> 	<b>26</b> <b>OPEN</b> <b>REGULAR</b> <b>HOURS</b>	<b>27</b> <b>Yoga</b> <b>10:00 AM</b> <b>Spanish Club</b> <b>11:00 AM</b>	<b>28</b>
<b>29</b> <b>CLOSE AT</b> <b>6:00 PM</b>	<b>30</b> <b>Mah Jongg</b> <b>1:00 PM</b>	<b>31</b> <b>CLOSE AT</b> <b>2:00 PM</b> <b>HAPPY NEW</b> <b>YEAR'S EVE!</b>	<b>Jan. 1, 2020</b> <b>CLOSED</b> <b>Jan. 2: Will</b> <b>return to</b> <b>regular</b> <b>hours.</b>	<b>Annual Holiday Open House</b> <b>Saturday, December 14, 2019</b> <b>5:30-7:30 PM</b> Please bring a dessert and unwrapped toy for Toys for Tots drive. Please RSVP by Decem- ber 9th. <b><u>This event is for members only;</u></b> <b><u>GUESTS ARE NOT PERMITTED.</u></b>		





# *The Community Association Of Bernardo Heights*

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November 12, 2019

**To: Community Association of Bernardo Heights Homeowners**

Dear Member:

In accordance with the Community CC&Rs, Section 3.5B, as amended, notice is hereby given that the Annual Meeting and Election for the Community Association of Bernardo Heights will be held on: **Thursday, February 6, 2020, at 6:00 p.m.** at the Bernardo Heights Community Center, 16150 Bernardo Heights Parkway, San Diego, CA 92128.

The Board is comprised of seven members, and no two members may be from the same neighborhood. Four terms will end next year, and the incumbents may choose to run for re-election. The three remaining members are from Woodcrest Heights, Village Series (The Villages), and Chateau de Bernardo. No candidates may run from these three communities. The four (4) candidates receiving the highest number of votes will be elected by votes cast by the Presidents for each Neighborhood.

If you are interested in being a candidate for election to the Board and are a Bernardo Heights property owner of record, please submit an application to have your name placed on the ballot. Candidates will have an opportunity to address the Presidents at the Meeting on Thursday, January 23, 2020, at 6:00 p.m. The deadline for submission is Monday, January 6, 2020, by 5:00 p.m. The ballots and proxies will be sent to each Neighborhood Board on December 18, 2019. Please contact our office if you have any questions at (858)451-3580. The Annual Meeting and election will be on Thursday February 6, 2020 at 6:00 p.m. You may obtain a candidacy application from the website at [www.bernardoheights.org](http://www.bernardoheights.org) or at the community center.

Sincerely,

Claudia Sitta, CCAM  
General Manager  
For the Community Association of Bernardo Heights



# The Community Association Of Bernardo Heights

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## 2020 Election and Annual Meeting

### November – February Board Meeting Calendar

November 22, 2019	<i>Notice of Election</i> and <i>Call for Candidates</i> letter and application mailed with the 2020 budget in the November and December newsletter.
December 5, 2019	November/December Board of Directors Meeting—6:00 PM
December 18, 2019	<i>Notice of Election &amp; Candidates Forum</i> emailed to the Presidents.
January 6, 2020	Deadline for candidacy statement to be submitted—9:00 PM
January 8, 2020	Proxies/ballots mailed to the Neighborhood Boards. The proxies/ballots are due back by Wednesday, February 5, 2020 at 5:00 PM and invite the presidents to attend the January 23 <sup>rd</sup> meeting to meet the candidates.
January 19, 2020	Sunday – Board & Volunteer Appreciation Dinner
January 23, 2020	Regular Board Meeting—6:00 PM (Board to appoint <i>Inspectors of Election</i> ) and opportunity for candidates to campaign.
February 6, 2020	All ballots must be turned in to CABH office by 5:00 PM. Annual Meeting and Election—6:00 PM <b>Organization meeting to immediately follow.</b>
February 27, 2020	Regular Board Meeting—6:00 PM

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16150 Bernardo Heights Parkway | San Diego, CA 92128  
Phone— 858.451.3580 | Fax—858.451.6509  
Email—[bernardo.heights@associa.us](mailto:bernardo.heights@associa.us) | Website: [bernardoheights.org](http://bernardoheights.org)





# *The Community Association Of Bernardo Heights*

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## **COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS** **Board Candidate Application**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Neighborhood: \_\_\_\_\_

Association Experience: \_\_\_\_\_

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I am a candidate for the CABH Board of Directors because: \_\_\_\_\_

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Committee Expertise / Interest: Architectural, Landscape, Financial, Recreation/Social:

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Other Comments: \_\_\_\_\_

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# *The Community Association Of Bernardo Heights*

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*16150 Bernardo Heights Parkway | San Diego, CA 92128  
Phone— 858.451.3580 | Fax—858.451.6509  
Email—[bernardo.heights@associa.us](mailto:bernardo.heights@associa.us) | Website: [bernardoheights.org](http://bernardoheights.org)*



# COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

## 2020 BUDGET SUMMARY

Fiscal Year January 1, 2020 through December 31, 2020

The financial responsibility of CABH is to maintain and improve the Community Center facilities, slopes, parkways and parks, as well as manage a wide range of recreation programs within the Bernardo Heights community. The planned costs for 2020 and the corresponding income are recorded in the enclosed 2020 operating budget. The budget also includes funding to maintain adequate reserves to repair and replace all assets of CABH, as required by law. Our reserve study is updated annually with an on-site inspection every three years. The financial package includes the latest summary of our current reserve study.

It is our pleasure to report that our financial situation continues to be sound and we are able to present a budget that will allow us to meet our objectives to maintain our facilities and properties, while keeping expenses and assessments as low as possible. We are happy to report there will be no increase in our dues for the upcoming year.

Administrative and salary related costs will rise in 2020 due to the previous mandated increases in minimum wage for all employees and increases in workers' compensation insurance. On a positive note, we continue to have a full-time maintenance worker, which allows us to do more preventative maintenance and save money in the long run on many repairs. Also, our facility insurance premiums through our current provider have remained about the same. Whenever possible, we continue to rely on competitive bidding for operational expenses, which has helped us to contain costs while securing quality contractors.

Our largest annual expense area is maintaining the community slopes and parkways. The cost of landscape and tree maintenance, water & electric, irrigation maintenance, and landscaping replenishment represents about 55% of the total operating budget. We continue to replace high volume water plants with more drought tolerant plants, in conjunction with changing regular sprinklers to a drip irrigation system. Our goal is to reduce water usage wherever possible, yet maintain an attractive community. We continue to work with our current landscape maintenance firms to ensure a competitive rate without affecting the quality of the work being performed.

Our cell tower agreement with T-Mobile is still in place and we are receiving monthly payments. The annual income from T-Mobile to the Association is \$39,000.

The Silvergate RB project is expected to open Spring of 2020. We are looking forward to Silvergate becoming a part of our Master Association, which will increase our monthly income. This income is not yet included in our budget.

We have made every effort to maintain costs, whenever possible. As a result, our Reserve Account contribution will increase significantly this coming year. The Board will continue to be diligent in the management of the CABH assets and keep costs down whenever possible.

The enclosed documents provide specific details. Please be assured that our PCM management team, your elected Board members, and Committee volunteers continually strive to keep our Bernardo Heights community a place of pride and value for all residents.

On behalf of the Board of Directors  
Debbie Kurth, CABH Treasurer

Per Section 4.5 of the CC&R's: The Community Board shall prepare or cause to be prepared for each fiscal year a budget of the total operating expenses of the Community Association. Said budget shall contain estimates of all expenses of the Community Association determined on the basis of actual services to be undertaken by the Community Association and the projected operating costs for each community facility and improvements located on the Community Common Area and reserve for unpaid Community Assessments.

Per Section 4.4A of the CC&RS: The Regular Community Assessments shall be established as two elements. One element shall be the cost of landscape maintenance of major slopes and open space in the Community (the "Slope Maintenance" element.) The other element of the Regular Community Assessment shall be the balance of the maintenance and operation budget of the Community Association, including, but not limited to, parkway and median maintenance, maintenance and operation for the Community recreation facilities, administration and overhead and capital replacement reserves. Except for the slope maintenance element, the Regular Community Assessments shall be allocated equally to each lot or unit in the community. The slope maintenance element of the Regular Community Assessments shall be allocated to each neighborhood in the Community on a comparative gross acreage basis.

In compliance with the California Civil Code, this Budget summary also includes a Reserve Summary and Reserve Funding disclosure statement prepared by the Reserve Analyst. Also included are General Statements of Policies and Practices in Enforcing Lien Rights, Internal Dispute Resolution (IDR) and Alternative Dispute Resolution (ADR) Procedure, Summary of Insurance Coverage, and Disclosure regarding Minutes of Meetings of the Board of Directors. If you have any questions regarding this Budget, please contact the Association Office. Members should retain this Budget with their other important Association documents. (A document fee will be charged for additional copies.)

**NOTICE TO MEMBERS:** (California Civil Code Section 1365(c))

A copy of the pro forma operating budget and a listing of the specific reserve components are available to members upon request at the Association's expense at the Association Office:

COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS  
16150 BERNARDO HEIGHTS PARKWAY, SAN DIEGO, CA 92128

**SECONDARY ADDRESS**

California Civil Code Section 1367.1(k) requires the Association to advise all owners of the right to submit a secondary address to the Association for the purpose of assessment collection, provided that the request is made in writing to the Board of Directors.

**MINUTES OF MEETINGS OF THE BOARD OF DIRECTORS**

California Civil Code 1363 requires the Association to advise all owners of the right to obtain a copy of the minutes of the General Session Board of Directors meetings. Any requests for such meeting minutes must be made in writing to the Board at the address below and a distribution fee will be charged:

COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS  
16150 BERNARDO HEIGHTS PARKWAY, SAN DIEGO, CA 92128

GL Codes	BUDGET 2019	BUDGET 2020
<b>Assessment Income</b>		
4000 - Residential Assessments	\$2,006,879	\$2,006,879
<b>Total Assessment Income</b>	<b>\$2,006,879</b>	<b>\$2,006,879</b>
4220 - Gate & Access Fees	\$4,800	\$4,800
4225 - Key Fees	\$1,800	\$1,800
4250 - Pool Fees	\$2,200	\$2,950
4265 - Transfer Fees	\$22,000	\$30,000
4275 - Tennis Inc	\$9,600	\$12,000
<b>Total User Fee Income</b>	<b>\$40,400</b>	<b>\$51,550</b>
4400 - Room Rental Fees	\$19,000	\$19,900
<b>Total Rental Income</b>	<b>\$19,000</b>	<b>\$19,900</b>
<b>Collections Income</b>		
4710 - Late Fees	\$250	\$250
<b>Total Collections Income</b>	<b>\$250</b>	<b>\$250</b>
<b>Other Income</b>		
4800 - Antenna Income	\$39,000	\$39,000
4810 - Compliance Fines	\$250	\$250
4835 - Miscellaneous Income	\$200	\$200
4840 - Advertising Income	\$1,800	\$3,900
<b>Total Other Income</b>	<b>\$41,250</b>	<b>\$43,350</b>
<b>Investment Income</b>		
4910 - Interest Earned - Reserve Accounts	\$12,000	\$12,000
<b>Total Investment Income</b>	<b>\$12,000</b>	<b>\$12,000</b>
<b>Total Income</b>	<b>\$2,119,779</b>	<b>\$2,133,929</b>
<b>Administrative</b>		
5010 - Bad Debt	\$300	\$300
5020 - Board Support	\$1,300	\$1,300
5045 - Dues & Subscriptions	\$1,200	\$200
5090 - Office Supplies	\$7,500	\$7,500
5105 - Reserve Studies	\$2,200	\$2,200
5198 - Contingency	\$25,000	\$25,000
7230 - Edu/Training	\$1,000	\$1,000
<b>Total Administrative</b>	<b>\$38,500</b>	<b>\$37,500</b>
<b>Communications</b>		
5205 - Activity Charges	\$12,000	\$12,000
5210 - Printing & Copying	\$2,000	\$2,000
5215 - Postage	\$1,800	\$1,800
5225 - Newsletter Services	\$13,000	\$13,000
<b>Total Communications</b>	<b>\$28,800</b>	<b>\$28,800</b>
<b>Payroll &amp; Benefits</b>		
5302 - Administrative Salaries	\$141,000	\$128,500
5304 - Maintenance Salaries	\$37,440	\$37,440
5308 - Recreation Salaries	\$127,000	\$133,000



<b>GL Codes</b>	<b>BUDGET 2019</b>	<b>BUDGET 2020</b>
5330 - Health Benefits	\$16,300	\$16,300
5340 - Payroll Taxes	\$32,000	\$32,000
5385 - Payroll Taxes-401K	\$0	\$0
5390 - Workers Compensation	\$50,306	\$47,110
5399 - Personnel Expense Other	\$22,800	\$14,722
<b>Total Payroll &amp; Benefits</b>	<b>\$426,846</b>	<b>\$409,072</b>
<b>Insurance</b>		
EPLI		\$1,989
5400 - Insurance Premiums	\$9,708	\$9,834
5425 - Earthquake Insurance	\$5,403	\$3,812
5445 - General Liability Insurance	\$33,273	\$28,497
5469 - Workers Comp Insurance	\$521	\$550
<b>Total Insurance</b>	<b>\$48,905</b>	<b>\$44,682</b>
<b>Utilities</b>		
6000 - Electric Service	\$75,000	\$70,000
6005 - Gas Service	\$20,000	\$22,500
6025 - Water Service	\$643,000	\$634,554
6035 - Trash and Recycling Service	\$3,800	\$3,800
6045 - Cable Service	\$1,200	\$1,200
6050 - Telephone Service	\$4,500	\$4,500
<b>Total Utilities</b>	<b>\$747,500</b>	<b>\$736,554</b>
<b>Landscaping</b>		
6100 - Grounds & Landscaping	\$455,156	\$473,363
6160 - Tree Maintenance	\$81,935	\$85,682
6165 - Tree Removal	\$10,000	\$10,000
6199 - Landscape Other	\$3,000	\$3,000
6200 - Irrigation Repair & Maintenance	\$7,000	\$7,000
6299 - Irrigation Other	\$9,635	\$7,500
6310 - Backflow Device Inspection	\$8,500	\$4,250
<b>Total Landscaping</b>	<b>\$575,226</b>	<b>\$590,795</b>
<b>Property Protection</b>		
6440 - Property Protection	\$9,500	\$9,500
6730-Property Protect System	\$1,200	\$1,200
<b>Total Property Protection</b>	<b>\$10,700</b>	<b>\$10,700</b>
<b>Operations</b>		
6300 - Permits & Licenses	\$750	\$750
6315 - Uniforms/ Mileage/Personnel	\$4,900	\$5,200
<b>Total Operations</b>	<b>\$5,650</b>	<b>\$5,950</b>
<b>Contracted Services</b>		
6430 - Janitorial Services	\$27,300	\$27,300
6434 - Pest Control	\$3,000	\$4,500
6438 - Pool Management	\$18,000	\$19,350

<b>GL Codes</b>	<b>BUDGET 2019</b>	<b>BUDGET 2020</b>
<b>Total Contracted Services</b>	<b>\$48,300</b>	<b>\$51,150</b>
<b>Repair &amp; Maintenance</b>		
6545 - Electrical Supplies/Repair & Maint	\$3,000	\$3,000
6555 - Equipment Rental/Repair & Maint	\$6,500	\$6,500
6570 - Fitness Equipment Repair & Maint	\$3,500	\$3,500
6600 - General Repair & Maint	\$21,000	\$21,000
6625 - HVAC Supplies/Repair & Maint	\$2,800	\$2,800
6635 - Janitorial Supplies & Maint	\$9,800	\$9,800
6700 - Pool Supplies/Repair & Maint	\$21,000	\$21,000
6710 - Recreation Supplies/Repair & Maint	\$4,200	\$4,200
6765 - Tennis Court Repair & Maint	\$1,000	\$1,000
<b>Total Repair &amp; Maintenance</b>	<b>\$72,800</b>	<b>\$72,800</b>
<b>Professional Services</b>		
7000 - Audit & Tax Services	\$2,200	\$2,200
7030 - Legal Services - General Counsel	\$10,000	\$10,000
7040 - Management Fees	\$29,046	\$29,627
<b>Total Professional Services</b>	<b>\$41,246</b>	<b>\$41,827</b>
<b>Taxes</b>		
9000 - Federal Income Tax	\$12,000	\$12,000
9005 State Income Tax	\$3,500	\$5,000
<b>Total Taxes</b>	<b>\$15,500</b>	<b>\$17,000</b>
<b>Other Expenses</b>		
9100 - Other Expenses	\$1,806	\$1,805
<b>Total Other Expenses</b>	<b>\$1,806</b>	<b>\$1,805</b>
<b>Reserves</b>		
9105 - Reserve Contribution Expense	\$58,000	\$85,294
9966 - Reserve Interest	\$0	\$0
<b>Total Reserves</b>	<b>\$58,000</b>	<b>\$85,294</b>
<b>Total Expenses</b>	<b>\$2,119,779</b>	<b>\$2,133,929</b>
<b>Total Association Net Income / (Loss)</b>	<b>\$0</b>	<b>\$0</b>

<b>Charges for Documents Provided</b>	
Statement of Account/Demand	N/A
Document Package (CC&R's, By-Laws, Articles of Inc.)	\$70
Annual Financial Budget, Fidelity Bond	\$30
Monthly Association Board Minutes (12 months)	\$60
Rush Service	\$50
Final update required at close of escrow	\$20
Mailing Fees	\$10
<b>Total</b>	<b>\$240.00</b>

**Community Association of Bernardo Heights**  
**MASTER INSURANCE POLICY SUMMARY INFORMATION:**

**Pursuant to Section 1365(f) (1) of the California Civil Code, the Association is providing you with the following information regarding the insurance policies. Pursuant to Section 1365(f)(1) of the California Civil Code, this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.**

General Liability Policy #605137733: 10/01/2019 -10/01/2020

Insurer: Farmers: Truck Insurance Exchange

Policy Limits: \$2,000,000 each occurrence and \$4,000,000 aggregate

Deductible: none

Umbrella Coverage: \$4,000,000 Policy # 605137999: 10/01/2019 -10/01/2020

Property Insurance Policy #605137733: 10/01/2019 -10/01/2020

Insurer: Farmers: Truck Insurance Exchange

Total Common Area Property and Building: \$3,624,457

Deductible: \$10,000

Liability Coverage for Directors and Officers Policy #605137733: 10/01/2019 -10/01/2020

Insurer: Farmers: Truck Insurance Exchange

Policy Limits: \$2,000,000

Deductible: \$1,000

Fidelity Bond: Policy #605137733: 10/01/2019 -10/01/2020

Insurer: Farmers: Truck Insurance Exchange

Policy Limits: \$2,000,000

Deductible: \$1,000

Earthquake and Flood 03/01/2019 –03/01/2020

Insurer: Insurance Company of the West

Policy Limits: \$2,388,827

Deductible: 5%

Worker's Comp Policy # B09461307: 01/01/2019 – 01/01/2020

Insurer: Farmers: Mid-Century of Farmers Insurance Group

Policy Limits: \$1,000,000 statutory. Deductible: none

**This summary of the association's policies of insurance provides only certain information, as required by subdivision (f) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the associations insurance policies, and upon request and provision of reasonable notice, review the association's insurance policies and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.**



# Reserve Summary

(As required by California Civil Code Section 5565)

## COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

SCT Reserve Consultants, Inc. is pleased to provide this Level III Reserve Study (Financial Update Report). In order to comply with the California Civil Code, specifically the Davis-Stirling Common Interest Development Act, Section 5565, we are providing the following information to the Homeowners within COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS.

The following study has been prepared with several assumed factors taken into account: a 3.00% inflation rate; a 1.57% return on investment (interest earned); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

As of December 31, 2019, the estimated ending reserve fund balance is \$998,000 and the estimated current replacement cost is \$3,007,637 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$4,606,692, calculated at an annually compounded inflation rate of 3.00%. The Association's level of funding which is based upon the estimated ending reserve fund balance divided by the reserve components' fully funded amount is 57.35%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$1,740,212.00 in the reserve fund.

The current deficiency (or surplus if the number is in parenthesis) in reserve funding expressed on a per unit basis is \$212.79. This is calculated by subtracting the ending balance (\$998,000) from the 100% funded figure (\$1,740,212.00), then divided by the number of ownership interests (3488). There is currently no requirement to be fully funded.

Our original analysis of the cash flow for this association indicated future inadequate funding if there were no annual increases to the Reserves. It is our understanding the Board of Directors will allocate a total of \$7,108 per month starting in 2020 (\$2.04 per unit per month for each of the 3488 ownership interests) towards the reserve fund. To offset the future cash shortfall we recommend and have included increases of 100.00% starting in 2021 for 1 year, 50.00% starting in 2022 for 1 year, 15.10% starting in 2023 for 1 year and 3.00% starting in 2024 for 26 years. The increase is scheduled to take effect in the year 2021. The Board of Directors may change the amount; however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

The following table represents additionally required information pursuant to the Davis-Stirling Common Interest Development Act, Section 5565.

**Fiscal Year: January 1, 2020 through December 31, 2020**

Category	Estimated Remaining Useful Lives	Estimated Current Replacement Cost	Fund Balance on Dec 31, 2019	Estimated Reserve Allocation	Estimated Special Assessment Allocation	Estimated Interest
Community Center, Clubhouse	0 to 22	\$484,853	\$123,930	\$10,591.64	\$0.00	\$1,496.85
Community Center, Courts	0 to 14	\$109,300	\$46,389	\$3,964.59	\$0.00	\$560.29
Community Center, Pools/Spa/Wader	0 to 23	\$442,436	\$142,933	\$12,215.70	\$0.00	\$1,726.37
Community Center, Site	0 to 48	\$914,748	\$281,321	\$24,042.98	\$0.00	\$3,397.84
Lucido Park	0 to 27	\$267,957	\$94,087	\$8,041.12	\$0.00	\$1,136.40
Site, Irrigation	0 to 19	\$379,621	\$147,102	\$12,572.04	\$0.00	\$1,776.73
Site, Landscape	0 to 8	\$87,000	\$62,849	\$5,371.32	\$0.00	\$759.09
Site, Signage	3 to 48	\$321,723	\$99,389	\$8,494.21	\$0.00	\$1,200.43
<b>Totals:</b>		<b>\$3,007,637</b>	<b>\$998,000</b>	<b>\$85,294</b>	<b>\$0</b>	<b>\$12,054</b>

The complete reserve study is available by request from the Association.

# Assessment and Reserve Funding Disclosure Summary

## For the Fiscal Year Ending December 31, 2020

(As illustrated by California Civil Code Section 5570(a))

(1) The regular assessment per ownership interest is \$\_\_\_\_\_ per month, of which approximately **\$2.04** is allocated to reserves, monthly.

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE***

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members: **SEE ANSWER BELOW TO QUESTION #4 WHICH SUGGESTS THERE WILL BE INCREASES IN REGULAR ASSESSMENTS FOR RESERVE FUNDING.**

Date assessment will be due:	Amount per ownership interest per month or year:	Purpose of the assessment:
<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>	<i>(Intentionally left blank)</i>

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on the following page of the attached summary. **NOT APPLICABLE***

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

Yes   X   No   X  

**Yes**, if the Association follows the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below\*.

**No**, if the Association does not follow the recommended future reserve contribution increases as outlined in the reserve study and disclosed in the table of question (4) with consideration to the note below\*.

*\*Note: The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information provided by and supplied to the Association's Board of Directors and/or management. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the data of this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty (30) year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty (30) years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain, pursuant to the Association's CC&Rs.*

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

Approximate date assessment(s) will be due:	Amount per ownership interest per month:
<b>100.00% starting in 2021 for 1 year, 50.00% starting in 2022 for 1 year, 15.10% starting in 2023 for 1 year and 3.00% starting in 2024 for 26 years</b>	<b>(Current amount) X (the increases)</b>

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$1,691,303.90**, as of **December 31, 2020**, based in whole or in part on the last reserve study or update prepared by **SCT RESERVE CONSULTANTS, INC.** The projected reserve fund cash balance at the end of the current fiscal year is **\$804,884.22**, resulting in reserves being **47.59%** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is **\$290,463**. (See explanation below).

**Explanation:** *Cash Flow Methodology - a method of developing a reserve funding plan where contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*



# Assessment and Reserve Funding Disclosure Summary

## For the Fiscal Year Ending December 31, 2020

(As illustrated by California Civil Code Section 5570(a))

(continued)

7) **See below: 30-Year Reserve Funding Plan Table...**Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5550 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$(see "100% Funded" column below), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$(see "Cash Flow Balance with Funding Plan" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be \$(see "Cash Flow Balance with Funding Plan" column below), leaving the reserve at (see "Percent Funded" column below) percent funding. Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was **1.57%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.00%** per year.

**30-Year Reserve Funding Plan Table**

<b>Fiscal Year: January 01, 2020 - December 31, 2020</b>							
<b>Year</b>	<b>End of Year</b>			<b>Revenue</b>			<b>Expenditures</b>
	<b>100% Funded</b>	<b>Cash Flow (Balance with Funding Plan)</b>	<b>Percent Funded (EOY)</b>	<b>Contribution, Interest, Spec Assess</b>	<b>Contribution Unit/Month</b>	<b>Contribution %Change</b>	<b>Components, Taxes, Deferred Exp</b>
2019	\$1,740,212	\$998,000	57.35%				
2020	\$1,691,304	\$804,884	47.59%	\$97,348	\$2.04		\$290,463
2021	\$1,756,052	\$801,707	45.65%	\$181,857	\$4.08	100.00%	\$185,034
2022	\$1,873,584	\$935,228	49.92%	\$268,531	\$6.11	50.00%	\$135,010
2023	\$1,770,159	\$857,959	48.47%	\$305,827	\$7.04	15.10%	\$383,096
2024	\$1,813,589	\$942,591	51.97%	\$315,812	\$7.25	3.00%	\$231,179
2025	\$1,858,179	\$1,029,184	55.39%	\$326,195	\$7.46	3.00%	\$239,601
2026	\$1,860,431	\$1,068,563	57.44%	\$336,146	\$7.69	3.00%	\$296,767
2027	\$1,795,615	\$1,020,917	56.86%	\$345,046	\$7.92	3.00%	\$392,693
2028	\$1,497,624	\$664,650	44.38%	\$349,571	\$8.16	3.00%	\$705,838
2029	\$1,560,601	\$766,085	49.09%	\$361,022	\$8.40	3.00%	\$259,587
2030	\$1,611,267	\$853,575	52.98%	\$372,869	\$8.65	3.00%	\$285,378
2031	\$1,622,468	\$877,490	54.08%	\$384,072	\$8.91	3.00%	\$360,157
2032	\$1,692,660	\$1,000,646	59.12%	\$397,038	\$9.18	3.00%	\$273,882
2033	\$1,708,576	\$1,037,342	60.71%	\$409,112	\$9.46	3.00%	\$372,416
2034	\$1,752,316	\$1,109,282	63.30%	\$421,999	\$9.74	3.00%	\$350,059
2035	\$1,778,561	\$1,169,289	65.74%	\$435,084	\$10.03	3.00%	\$375,077
2036	\$1,779,162	\$1,207,483	67.87%	\$448,201	\$10.33	3.00%	\$410,006
2037	\$1,866,058	\$1,334,092	71.49%	\$462,998	\$10.64	3.00%	\$336,389
2038	\$1,942,563	\$1,467,860	75.56%	\$478,346	\$10.96	3.00%	\$344,577
2039	\$2,072,761	\$1,667,847	80.46%	\$495,085	\$11.29	3.00%	\$295,098
2040	\$2,020,148	\$1,582,140	78.32%	\$508,013	\$11.63	3.00%	\$593,720
2041	\$1,895,964	\$1,338,028	70.57%	\$518,814	\$11.98	3.00%	\$762,926
2042	\$2,055,595	\$1,580,429	76.88%	\$537,206	\$12.34	3.00%	\$294,805
2043	\$2,136,449	\$1,694,644	79.32%	\$554,451	\$12.71	3.00%	\$440,236
2044	\$2,129,915	\$1,733,613	81.39%	\$570,951	\$13.09	3.00%	\$531,983
2045	\$2,185,982	\$1,855,592	84.89%	\$589,116	\$13.48	3.00%	\$467,137
2046	\$2,413,092	\$2,220,190	92.01%	\$611,446	\$13.89	3.00%	\$246,849
2047	\$2,537,945	\$2,421,979	95.43%	\$632,009	\$14.30	3.00%	\$430,220
2048	\$2,505,401	\$2,423,286	96.72%	\$649,992	\$14.73	3.00%	\$648,685
2049	\$2,698,648	\$2,711,977	100.49%	\$672,669	\$15.17	3.00%	\$383,979
<b>30-Year Sum:</b>				<b>\$13,036,823</b>			<b>\$11,322,846</b>





## Summary

In accordance with our proposal, 2013-046, SCT Reserve Consultants, Inc. is pleased to provide this **Level III Reserve Study Financial Update Report for COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS**. Our study was performed in accordance with the Davis-Stirling Common Interest Development Act, specifically §5550, of the California Civil Code. This report included a site inspection on August 1, 2017. This *master* common interest development (CID) is located in and around Bernardo Heights Parkway in Rancho Bernardo, California. We are using an inception date for the components of January 1, 1981. ***This study is for January 1, 2020 through December 31, 2020, the Association's fiscal year.***

In general, reserve funds are funds set aside from collected association fees paid by owners of a common interest development. These funds earn interest and are disbursed when deemed necessary by the Board of Directors. The purpose of a reserve study is to determine how much money should exist in a reserve fund at a given point in time or to project required future contributions and expenditure amounts so that sufficient reserve funds are available when needed. Our reserve study is generated using proprietary SCT software and a combination of local industry standards and national average replacement costs.

The SCT software utilizes the weighted average life (WAL) of the reserve components. The future cost method for the WAL is calculated by using the current replacement cost of each component, as of the analysis date, and the number of years until each reserve component is scheduled to be replaced. This determines the monthly reserve contributions needed and calculates the future reserve balances.

A 30-year "Cash Flow and Percent Funded Projection" analysis and "Graph" are produced to verify and define the relationship of the Cash Flow (annual beginning balance) with respect to the 100% funded amount. Ideally, the Cash Flow line of the graph should run parallel to and below the "Percent Funded" line of the graph, see funding goals.

The following study has been prepared with several assumed factors taken into account: 3.00% inflation rate; a 1.57% return on investment (interest earned); taxes on interest earned is paid for through the operating fund; an estimated remaining life of each reserve component; and an estimated current replacement cost of each reserve component.

Typically, any component that has a life cycle (full life) of less than two years should be budgeted and paid for through normal operating or property maintenance funds and is not included as part of this study.

**The current deficiency (or surplus if the number is in parenthesis) in reserve funding expressed on a per unit basis is \$212.79.** This is calculated by subtracting the ending balance (\$998,000) from the 100% funded figure (\$1,740,212.00), then divided by the number of ownership interests (3488). There is currently no requirement to be fully funded.



## Summary (continued)

As of January 1, 2020, the estimated reserve fund balance is \$998,000 and the estimated current replacement cost is \$3,007,637 of the portfolio of reserve components. The projected future replacement cost of the portfolio is \$4,606,692, calculated at an annually compounded inflation rate of 3.00%. The Davis-Stirling Common Interest Development Act requires the disclosure of the *current reserve fund balance divided by the current replacement cost* (this is not *Percent Funded*). Currently, *this factor for COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS is 33.18%*.

The Association's level of funding for the fiscal year (January 1, 2020 through December 31, 2020) which is based upon the final estimated reserve fund balance divided by the reserve components' fully funded amount is **47.59%, and is referred to as *Percent Funded***. The Association would be 100.00% funded if there were \$1,691,303.90 in the reserve fund.

Our original analysis of the cash flow for this association indicated future inadequate funding (see the graph, the "square box and/or pink line"). This line represents the cash flow if there were no annual increases to the Reserves. ***It is our understanding the Board of Directors will allocate a total of \$7,108 per month starting in 2020 (\$2.04 per unit per month for each of the 3488 ownership interests) towards the reserve fund. To offset the future cash shortfall we recommend and have included increases of 100.00% starting in 2021 for 1 year, 50.00% starting in 2022 for 1 year, 15.10% starting in 2023 for 1 year and 3.00% starting in 2024 for 26 years. The increase is scheduled to take effect in the year 2021.*** The Board of Directors may raise or lower this amount, however, it will impact the level of funding on reserves. These numbers, by themselves, are not a clear indicator of financial strength and could indicate underfunding, overfunding, or adequate funding.

Sincerely,



Michael C. Graves, R.S. #00039  
SCT Reserve Consultants, Inc.



## THE COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

### Assessment and Billing Collection Policy

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined herein 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. Therefore, pursuant to the CC&R's and California Civil Code, the following are the Association's assessment practices and policies:

1. Assessments are billed monthly and are due and payable on the first day of each month. A courtesy billing statement is sent monthly to the billing address on record with the Association. **However, it is the Owner of Record's responsibility to pay each assessment in full each month regardless of the receipt of a statement.** All other assessments, including Special Assessments, are due and payable on the date specified by the Board on the Notice of Assessment which date will not be less than thirty (30) days after the date of notice of the special assessment.
2. Assessments, late charges, interest and collection costs, including any attorney fees, are the personal obligation of the owner(s) of the property at the time the assessment or other sums are levied, *per Civil Code Sections 5650(a) & 5660*.
3. Assessments not received within **fifteen (15) days** of the stated due date are delinquent and shall be subject to a late charge of **\$10.00 (Ten dollars) or 10%, whichever is greater** for each delinquent assessment per unit. Additionally, a "Notice of Past Due Assessment" will be prepared and mailed on the day immediately following the past due date. A **twenty-five-dollar (\$25.00)** charge for the late letter will be made against the delinquent account. Additionally, an **interest charge at the rate of 12% per annum** will be assessed against any outstanding balance, including delinquent assessments, late charges, and cost of collection, which may include attorney fees. Such interest charges shall continue to be assessed each month until the account is brought current.
4. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorney's fees, unless the owner(s) and the Association enter into an agreement providing for payments to be applied in a different manner.
5. If an assessment is not received within **30 days** of the "stated due date", the Association will send a **"pre-lien letter"** to the owner(s) as required by *Civil Code Sections 5650(a) & 5660*, by certified and first-class mail, to the mailing address of record advising of the delinquent status of the account and impending collection action. The owner(s) will be charged a **one-hundred-dollar (\$100.00) fee** for the pre-lien letter. Additional pre-lien letters, if needed, will result in a **fifty-dollar (\$50.00) fee**. In addition, the owner(s) will also be charged a **fifty-dollar (\$50.00) fee** for each title check necessary to process the delinquency and a **fifty-dollar (\$50.00) fee** for a Resolution to Lien action taken by the Board of Directors.
6. If any owner(s) fail(s) to pay the amounts set forth in the pre-lien letter within **thirty (30) days** of the date of that letter, a **lien** for the amount of any delinquent assessments, late charges, interest



and/or costs of collection including attorneys' fees may be assessed against the property. The owner(s) will be charged a ***three hundred forty-five-dollar (\$345.00) fee*** for the preparation and recordation of the lien. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure *as noted in Civil Code Sections 5725 (b), 5735(a), (b), 5700(a), 5710(a), (c)*, subject to the limitations set forth below under “Additional Provisions to Conform to Law” and as otherwise provided by law.

7. If the balance due is not paid within ***thirty (30) days*** of recordation of the Lien, the matter may be turned over to an attorney for legal action, including an “action to foreclose” the assessment lien and/or for a money judgment. The owner(s) will be charged ***three hundred dollars (\$300.00)*** for preparing the matter to be sent to counsel.
8. Any owner(s) who reach the lien stage may be subject to the violation hearing process wherein membership rights including, but not limited to, common area access, voting, and/or facility use privileges may be revoked.
9. Any owner(s) who rents the property in question to a third party may be subject to the “assignment of rents” process through the judicial system wherein the Association collects the rents until the debt is repaid.
10. If there is a failure to bring the account current within the parameters specified in California Civil Code, the Board of Directors may resolve to foreclose on the property via the judicial or non-judicial foreclosure process. The fee to process a foreclosure package is ***two hundred seventy-five dollars (\$275.00)***, not including attorney fees, court costs, or other ancillary fees.
11. All owners are entitled to inspect the Association’s accounting books and records to verify the amounts owed on their property pursuant to *Corporations Code Section 8333*.
12. In the event it is determined that the owner(s) paid the assessments on time, the owner(s) will not be liable to pay the charges, interest, and costs of collection associated with the collection of those assessments.
13. Owner(s) unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. Owner(s) may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. If the Board agrees to accept a payment plan, a ***\$25.00 per month fee*** will be charged to the owner(s) to administer and monitor the payment plan.
14. Nothing herein limits or otherwise affects the Association’s rights to proceed in any lawful manner to collect any delinquent sums owed to the Association.
15. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and legal fees must be paid in full to the Association. The fee to execute ***a lien release is \$100.00***.

16. The delinquent owner(s) will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums *Civil Code Section 5650(b)*.
17. All charges listed herein are subject to change without notice.
18. If an owner pays under protest, the owner can **at the same time** pursue dispute resolution AND commence an action in small claims court (amount at issue must not exceed jurisdictional monetary limit), *per Civil Code Section 5658*.

### **Additional Provisions to Conform to Law**

Prior to the recording of a lien, owners that are delinquent will be sent a "pre-lien" letter. The pre-lien letter will include an offer by the association to engage in internal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association's meet and confer program required by *Civil Code Section 5900, et seq.*

Prior to recording of a lien, the Board of Directors will approve the recording of the lien in general session at a regular or special board meeting.

The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

Prior to commencing foreclosure, the association will offer to engage in internal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such internal dispute resolution, pursuant to the association's meet and confer program required by *Civil Code Section 5900, et seq.* and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to *Civil Code Section 5925, et seq.*

Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the following general minutes of the Association using the assessor's parcel number.

All completed foreclosures shall be subject to a ninety (90) day right of redemption.

### **Fee and Penalty Procedures**

The following charges may be assessed in accordance with the Association's Assessment and Billing Collection Policy:

Late Charge	\$10.00
Notice of Past Due Assessment & Support	\$25.00
Pre-Lien Letter	\$100.00
Additional Pre-Lien Letters	\$50.00 each
Title Check Fee	\$50.00 each
Resolution to Record Lien	\$50.00

Lien Fee	\$270.00
California Government Code §27388.1 State Mandated Recording Fee	\$75.00
Additional Lien mailings	\$50.00 each
Lien Release	\$100.00
Payment Plan Admin. Fee	\$25.00 monthly
Attorney Package Preparation & Monthly Monitoring	\$300.00
Returned Check Fee	\$25.00
Foreclosure Processing Fee	\$275.00

In addition to the above, if a matter is sent to counsel for legal action, or to a collection service for foreclosure or other action, the owner(s) will be responsible for any attorneys' fees and costs incurred by such action.

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION**

1. All owners are entitled to inspect the Association's accounting books and records to verify their amounts owed pursuant to Corporations Code Section 8333.
2. In the event it is determined that an owner has paid the assessments on time, the owner will not be liable to pay the charges, interest and costs of collection associated with collection of those assessments.
3. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also make a written request to meet with the Board in executive session to discuss a payment plan. If the owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of receiving the pre-lien letter, then the Board shall meet with the owner within forty-five days of the postmark on the owner's request, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
4. An owner is entitled to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program required in Article 2 (commencing with Section 5900) of Chapter 10.
5. Prior to initiating foreclosure against the owner's separate interest, the owner is entitled to submit a written request for alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.



6. Statements will be mailed from Management as a courtesy **AND MAY NOT REFLECT** the collection costs, attorneys' fees or other charges, or payments received by the collection service.
7. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
8. All charges listed herein are subject to change upon thirty (30) days' prior written notice.
9. The mailing address for payments of assessments by overnight delivery is:

**Pro Branch Delinquency Department  
27051 TOWNE CENTRE DRIVE, SUITE 200  
FOOTHILL RANCH, CA 92610**

Please note that should an account be referred to a collection service, the collection service will provide the new address for overnight payments.

### **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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial 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 non-judicial foreclosure subject to the conditions set forth in Section 5705 of the Civil Code. When using judicial or non-judicial 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 5600, 5605, 5650, 5660; 5700 and 5705 of the Civil Code)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5600 and 5650 of the Civil Code)

The association must comply with the requirements of Sections 5650, 5673, 5675 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 5650 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, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of 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 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 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 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 timeshare 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 exist. (Section 5665 of the Civil Code)

The board of directors 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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

\*Citations to Code Sections are verbatim from Civil Code effective as of 1/1/2014. \*

**SUMMARY REQUIRED BY CIVIL CODE §5920 - INTERNAL DISPUTE RESOLUTION  
AND  
SUMMARY REQUIRED BY CIVIL CODE §5965 (a) - ALTERNATIVE DISPUTE  
RESOLUTION**

Pursuant to the requirements of California *Civil Code* §5920, the Association hereby provides you with notice and a summary of the following Internal Dispute Resolution (“IDR”) and Alternative Dispute Resolution (“ADR”) procedures, as stated in California *Civil Code* §5915 as follows:

**INTERNAL DISPUTE RESOLUTION:**

Either party to a dispute within the scope of *Civil Code* §5900- §5920 may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A member of 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 of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

An agreement reached under those sections binds the parties and is judicially enforceable if both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the Association.
2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the IDR process.

**ALTERNATIVE DISPUTE RESOLUTION:**

Under certain circumstances, all California community associations and their individual members are to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits pursuant to California *Civil Code* §5965.

Please be advised that *Civil Code* §5915 and §5965 could be subject to different interpretations, as the statutory language has not yet been interpreted by any court. Each homeowner should consult with his/her own attorney regarding appropriate compliance with the statute.

**I. SCOPE OF STATUTE:**

*Civil Code* §5925 (a) defines “Alternative Dispute Resolution” as mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. *Civil Code* §5925 (b) defines “Enforcement Action” as a civil action or proceeding, other than a cross-complaint, filed by either individual homeowners or community associations, for any of the following purposes:



- A. Enforcement of the Davis-Stirling Common Interest Development Act, *Civil Code* §4000, *et seq.*
- B. Enforcement of the California Nonprofit Mutual Benefit Corporation Law (commencing with §7110 of the *Corporations Code*).
- C. Enforcement of the governing documents of the common interest development.

The Association or an owner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to *Civil Code* §5925.

*Civil Code* §5925 only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000). This does not apply to a small claims action and except as otherwise provided by law, this does not apply to an assessment dispute.

## II. COMPLIANCE PROCEDURES:

The ADR process is initiated by one party serving all other parties with a “Request for Resolution,” which shall include all of the following:

- A. A brief description of the dispute between the parties.
- B. A request for alternative dispute resolution.
- C. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- D. If the party on whom the request is served is the owner of a separate interest, a copy of *Civil Code* §5925 -§5965.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the Request.

The party on whom a Request for Resolution is served has 30 days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party, on whom a Request for Resolution is served, accepts the Request, the parties shall complete the ADR within 90 days after the party initiating the Request received the acceptance, unless this time period is extended by written stipulation signed by both parties. The costs of the Alternative Dispute Resolution shall be borne by the parties.

Statements, negotiations and documents made or created at, or in connection with, ADR (except for arbitration) are confidential.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an Enforcement Action, the time limitation is tolled during the following periods:

- A. The period provided in *Civil Code* §5935 for response to a Request for Resolution.
- B. If the Request for Resolution is accepted, the period provided by *Civil Code* §5940 for completion of ADR, including any extension of time stipulated to by the parties pursuant to §5940.

Pursuant to *Civil Code* §5950 (a), at the time of commencement of an Enforcement Action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

- A. ADR has been completed in compliance with this *Civil Code* §5925, *et seq.*
- B. One of the other parties to the dispute did not accept the terms offered for ADR.
- C. Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to *Civil Code* §5950 (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

*Civil Code* §5955 (a) provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of 68603 of the *Government Code*.

### III. FAILURE TO PARTICIPATE IN SOME FORM OF ADR:

In an Enforcement Action, in which fees and costs may be awarded pursuant to *Civil Code* §5975 (c), the court, in determining the amount of an award of attorney's fees and costs, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.

In accordance with California *Civil Code* §5965, the Board of Directors of the Association hereby advises you of the following:

**Failure by 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 of the applicable law.**

### IV. NO EFFECT ON VOLUNTARY PARTICIPATION IN ADR:

The parties may still agree, in writing, to refer any dispute involving enforcement of the Association's Governing Documents, California *Corporations Code* §7110, *et seq.*, or the Davis-Stirling Common Interest Development Act, *Civil Code* §4000, *et seq.* to some form of IDR/ADR, even in those disputes which may be technically outside of the IDR/ADR statutes.

#### Designated Recipient for Resolution:

Claudia Sitta, General Manager  
16150 Bernardo Heights Parkway  
San Diego, CA 92128  
[claudia.sitta@associa.us](mailto:claudia.sitta@associa.us)  
(858) 451-3580



# APPLICATION FOR HOME IMPROVEMENT

- ❖ Application approval is required for all exterior changes and improvements **before** any work is performed.
- ❖ Pictures, plans and color samples of the project are required with the application.
- ❖ Once the project is completed, submit photos with the *Notice of Completion*. CABH OFFICE USE
- ❖ Please complete all sections of this application.

Date: \_\_\_\_\_

Applicant Phone Number: \_\_\_\_\_

Homeowner's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Lot: \_\_\_\_\_

Name of Neighborhood Association: \_\_\_\_\_

Applicant Email Address: \_\_\_\_\_

I would like to be notified by (select all that apply): ☐ Mail ☐ Email

**Description of Proposed Improvements:** Do not use "See Attached." Attach a copy of the plans/sketches/diagrams, including an elevation drawing, showing type of construction, measurements, and location of improvement (if applicable). Also include a list of materials to be used. Provide a current photo of your property with this application before work commences (refer to the "Process & Instructions" sheet).

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**NOTICE TO OWNERS:** Your improvements may require a permit from the City/County Building Department. No work shall be done which may change the existing drainage patterns. Neighbor notification is required for all applications prior to submitting to your Neighborhood Association Architectural Committee. Obtain THREE signatures of surrounding neighbors indicating improvement plans are acknowledged.

Last Name	Address	Signature

**NEIGHBORHOOD STAMP**

**CABH STAMP**



# APPLICATION FOR HOME IMPROVEMENT

## Proper Disposal of Construction Waste/Trash

All construction debris or trash is to be removed or collected and placed in the dumpster or waste receptacle at the close of each workday. Please mark the sections that apply to your project.

- ☐ I am planning to use a dumpster or other trash receptacle to remove the construction debris and the dumpster will be removed within 30 days of the start of the project.
- ☐ I plan to have the trash removed from my property daily.
- ☐ I do not anticipate any trash or debris from this project.
- ☐ This project will only create a minimal amount of trash which will be taken away by the contractor each day.
- ☐ Some debris, not in dumpster, may accumulate on-site but must be removed within 48 hours.
- ☐ Other: \_\_\_\_\_

## Temporary Restroom

If you plan to use a portable restroom on your site, it must be serviced at least two times per week. Please mark the sections that apply to your project.

- ☐ I am planning to use a portable restroom for my project.
- ☐ I plan to have the restroom serviced at least two times per week.
- ☐ My construction crew will use the restroom in my home during construction.
- ☐ This project is of short duration and will not require a portable restroom.
- ☐ My contractor plans to use public restroom facilities.
- ☐ Other: \_\_\_\_\_

## Temporary Storage Containers

- ☐ I am planning to use a Temporary Storage Container for my project for no more than 30 days.
- ☐ The storage container will be placed on the:
- ☐ Driveway
  - ☐ Street
  - ☐ Yard

I will assume the responsibility for any work under the above proposed improvements that I or my contractors accomplish which may in the future adversely affect the common area. I assume responsibility for all future maintenance of this addition or improvements.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ENFORCEMENT OF COMMUNITY AND NEIGHBORHOOD CC&R'S AND MONETARY  
PENALTY SCHEDULE**

Pursuant to Association's CC&R's the Community Board may take any action against a violator that it feels is appropriate, after appropriate notice and hearing, including, but not limited to, the following:

1. Imposing an appropriate monetary penalty.
2. Filing a lien for damages.
3. Filing an action in court.
4. Suspension of the Owner's right to use the Community Common facilities in accordance with the CC&R's.
5. Notification to Escrow upon potential sale of property.
6. Agreeing to arbitration or mediation between the parties involved.

**PENALTY SCHEDULE**

1. Failure to provide plans for landscaping/ARC improvements or changes as provided in the CC&R's, ARC Guidelines, Rules & Regulations	\$500 per violation
2. Failure to complete approved landscaping/ARC plans within one year from the date of approval by the Community ARC Committee	\$500 per violation
3. Failure to comply with any other requirements set forth in the Neighborhood and/or Community CC&R's, ARC Guidelines and Rules and Regulations.	\$500 per violation
4. Variances requested in advance of work are to be considered by Board. If variance is granted prior to work then no fee will be imposed.  However, if variance is requested after the fact the fee will be as follows:	No fee for variance granted when requested prior to work being commenced.  Minimum \$500 penalty for variance requests submitted after completion of work.
5. A reasonable time will be allowed for correction of violations. Any non compliance with the Board's findings will result in the Board providing written notice to the owner, that continued refusal to bring violation into compliance will result in a fine as follows:	\$25 for each day beginning 5 days after time allowed, with a maximum of \$1000.00 per violation.

**PAYMENT OF MONETARY PENALTY DOES NOT PRECLUDE THE NECCESSITY OF COMPLIANCE.**

## THE COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

### ANNUAL REQUEST FOR OWNER'S ADDRESS FOR ASSOCIATION COMMUNICATIONS

Dear Homeowner,

Please note that new Civil Code section 4041 requires owners to provide the below information to the Association annually. Please complete this form and return it to the Association. Please make sure you answer all of the questions (1-6). If you have any questions on how to complete this form, contact our office at 858-4513580.

- (1) Names of Owner(s)
- (2) Address of Lot/Unit within Association
- (3) The address or addresses to which notices from the Association are to be delivered.
- (4) An alternate or secondary address to which notices from the Association are to be delivered.
- (5) The name and 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 owner's extended absence from the separate interest.

Attorney:

Person with Power of Attorney:

(A copy of the power of attorney must be provided.)

Other Contact in the Event of Prolonged Absence

(1) Please mark answers to the questions below:

Owner-occupied?	Yes	No
Rented or Leased?	Yes	No
If yes, names of tenants		
Vacant?	Yes	No
Undeveloped Land?	Yes	No

***Please note that pursuant to Civil Code section 4041, if you fail to provide the notices set forth in paragraphs (3) and (4), the property address will be used for delivery of all Association communications.***

Community Association  
of Bernardo Heights  
16150 Bernardo Heights Pkwy  
San Diego, CA 92128

PRESORTED STANDARD  
US POSTAGE PAID  
SAN DIEGO, CA  
PERMIT #3848

## CONTACT US

Telephone: (858) 451-3580  
Fax: (858) 451-6509  
Email: [bernardo.heights@associa.us](mailto:bernardo.heights@associa.us)

## HOURS OF OPERATION

Monday – Friday 7:00 a.m. to 9:00 p.m.  
Saturday 7:30 a.m. to 9:00 p.m.  
Sunday 7:30 a.m. to 6:00 p.m.

Note: Pool & spa close 15 min. before closing time.

## FOR LATEST INFO

Visit our website at: [www.bernardoheights.org](http://www.bernardoheights.org)

## AFTER-HOURS EMERGENCIES

### IRRIGATION ISSUES

For water leaks and other irrigation issues, call O'Connell Landscape at 800-339-1106. Provide your telephone number and exact location of the problem.

### SECURITY ISSUES

**Between 7:30 p.m. and 5:30 a.m.,** call North Coast Patrol at 760-745-3604.

**Between 5:30 a.m. and 7:30 p.m.,** call non-emergency San Diego Police at 858-484-3154.