## RAMS HIL COMMUNITY HOMEOWNERS ASSOCIATION NOTICE TO HOMEOWNERS

November 30, 2007

#### Dear Homeowner:

The Association's fiscal year will end December 31, 2007. The information contained herein is being provided to each homeowner pursuant to California Civil Code. Please review this information and keep it with your other important papers.

The Board of Directors has spent the last couple of months working on next year's budget. During this process, the Board took into consideration the month-to-month operations of the Association and the strength of the Associations reserve funds for future expenditures. After careful consideration, the Board has voted to increase next year's assessments \$5 per month. Effective January 1, 2008 the dues will increase to \$135 per lot per month. Additionally, the Board does not anticipate the need for a special assessment in the coming year.

Owner's should expect to receive their new payment coupons by mid December.

Included in this package are the following:

1. The 2008 operating budget and delinquency policy.

2. A statement as to whether the Board of Directors anticipates a levy of one or more special assessments to cover the cost of repair, replacement or restoration of any major component or provide adequate reserves thereof. (Included above)

3. A copy of the Association's insurance policy declaration page and summary page where available. Owners should contact their own personal insurance agent with this information to make sure they are adequately covered for any event that may occur in this Association.

4. A summary of the Alternative Dispute Resolution law\*.

The Associations Reserve Study Summary and Reserve Disclosure Statement which are normally sent with this package of information have not yet been completed. As such they shall be sent to you under separate cover as soon as they have been completed.

California Civil Code stipulates that each owner has the right to have copies of the minutes of meetings of the Board of Directors. Upon written request, minutes are available for pick up at the management company office between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. Minutes of meetings are available approximately 30 days after each meeting.

\*Section 1354 of the California Civil Code stipulates that parties of the Association in disagreement must submit their dispute to a form of alternative dispute resolution such as mediation or arbitration before any legal action can be filed against the other party. For a copy of the complete resolution civil code please contact the Board of Directors or Management Company.

All questions regarding this information or any other Association matter should be directed to the property management company or your Board of Directors.

## RAMS HILL COMMUNITY ASSOCIATION 2008 BUDGET

#### December Year End

Acct	#INCOME	Total Units	Unit Dues	Inc.	per Unit		Monthly	Samo	008 Budget
4100	Association Dues	416	\$ 135.00	\$	135.00	š	56,160.00	i.	673,920.00
4140	Legal Reimbursement			\$	-	\$	-	\$	_
4200	Entrance Maintenance			\$	10.26	\$	4,270.00	\$	51,240.00
4300	Late Fees			\$	-	\$	-	\$	
4400	HO Tree trimming income			\$	-	\$	•	\$	_
4500	Interest			\$	2.00	\$	833.33	\$	10,000.00
4550	Refuse collection fees			\$	9.62	\$	4,000.00	\$	48,000.00
4600	Miscellaneous			\$		\$	_	\$	-
	TOTAL INCOME:			\$	156.88	\$	65,263.33	\$	783,160.00
	EXPENSES:		······································	Cost	per Unit	) <b></b>	Monthly		Annual
	ADMINISTRATIVE EXPENSE	S:			•		***************************************		
5105	Office Expenses		······································	\$	1.00	\$	416.67	\$	5,000.00
5110	Audit/Tax returns	for a control of the	randomenticalismintus de decidados	\$	0.15	\$	63.00	\$	756.00
5112	Reserve Study - update			\$	0.24	\$	100.00	\$	1,200.00
5120	Insurance Premium		·····	\$	3.81	\$	1,583.33	\$	19,000.00
5130	Federal Taxes			\$	0.60	\$	250.00	\$	3,000.00
5135	State Taxes	***************************************		\$	0.16	\$	66.67	\$	800.00
5140	Legal			\$	2.00	\$	833.33	\$	10,000.00
Control and the Control and th	Consulting			\$	_	\$	·····	\$	_
5150	Management/Accounting Fee			\$	13.63	\$	5,670.08	\$	68,040.96
5180	Bad Debt			\$	_	\$		\$	_
	MAINTENANCE EXPENSES:				•••••••••••••	~~~			•••••••••••••••••
5320	Pest Control			\$	0.12	\$	50.00	\$	600.00
5350	Landscape Maintenance			\$	52.26	\$	21,740.00	\$	260,880.00
5360	Landscape Supplies			\$	1.30	\$	541.67	\$	6,500.00
5370	Janitorial Services			\$	0.36	\$	150.00	\$	1,800.00
5400	Gate Repairs	•	<b>,</b> , ,	\$	-	\$	_	\$	_
5410	Waterfall Maintenance			\$	_	\$	····	\$	_
5430	Tree Trimming		·	\$	4.41	\$	1,833.33	\$	22,000.00
5480	Plumbing Repairs	,	**************************************	\$	0.10	\$	41.67	\$	500.00
5510	Maintenance & Repairs	******************************	***************************************	\$	0.10	\$	41.67	\$	500.00
5520	Common Area Supplies		***************************************	\$	0.15	\$	62.50	\$	750.00
5550	Electrical Repairs		***************************************	\$	0.15	\$	62.50	\$	750.00
*****************		***************************************		\$	_		***************************************		
•••••••••••	OPERATIONAL	······································	AAA	\$	_				
5030	Payroll		***************************************	\$	19.81	\$	8,240.00	\$	98,880.00
5050	Payroll Taxes			\$	2.67	\$	1,109.50	\$	13,314.00
5070	Office Lease			\$	1.92	\$	800.00	\$	9,600.00
				\$	-	-		<u> </u>	
	UTILITIES:			\$	_		Description of the second seco	<b></b>	(201/2000 - 0.700 - 0.000 - 0.
5910	Electrical	······································	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	1.20	\$	500.00	\$	6,000.00
5915	Telephone		······································	\$	0.54	\$	225.00	\$	2,700.00
5920	Water			\$	14.02	\$	5,833.33	\$	70,000.00
5925	Refuse removal	10 h de des de de como de <mark>demons de de des disende</mark> en a velor e de la 100 de la combinación de la 100 de la combinación de la 100 de la combinación de la 100 de la	dilitiis aa ahaba ahaa ista ahaa ahaa ahaa ahaa ahaa ahaa ahaa a	\$	10.92	\$	4,541.67	\$	54,500.00
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	TOTAL EXPENSES:	\$	131.62	\$ 54,755.91	\$ 657,070.96
6000	Allocation to Reserves	\$	23.26	\$ 9,674.09	\$ 116,089.04
6500	Reserve interest	\$	2.00	\$ 833.33	\$ 10,000.00
<u> </u>	TOTAL	\$	156.88	\$ 65,263.33	\$ 783,160.00

## DELINQUENCY POLICY for RAMS HILL COMMUNITY MASTER HOMEOWNERS ASSOCIATION

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

Assessment Due Date: All regular assessments shall be due and payable on the first day of each month. Special assessments shall be due and payable on the due date specified in the notice imposing the assessment. Regular and special assessments shall be delinquent if not paid within fifteen (15) days after they become due.

Late Fees: If any installment payment of a regular assessment, or payment of a special assessment, is not made within fifteen (15) days after it has become due, a late payment charge of \$10.00 shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association then incurs in its efforts to collect the delinquent sums.

Interest Charges: If an assessment payment is delinquent for more than thirty (30) days, interest may be imposed on all sums due, including the delinquent assessment, collection costs, and late charges, at an annual percentage rate of twelve percent (12%).

Lien policy: Prior to filing a lien for delinquent assessments, the Association or its agent shall send a warning letter, via certified mail, to the unit owner when the account is more than sixty (60) days past due. If the delinquent account is not paid current within thirty (30) days, the Association or its agent may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs, and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property.

**Enforcement of Lien**: If the delinquent account is not paid current within thirty (30) days of the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to foreclosure or lawsuit for money damages.

Foreclosure Costs: If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law and by the Declaration of Restrictions, to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges, and attorney fees.

**Reasonable Costs of Collection**: The Association is entitled to collect all of the following as reasonable costs of collection: interest, late charges, collection expenses, administration fees, attorney's fees, reimbursement assessments or any other amounts due to the Association.

Application of Payments: Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principle is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorneys' fees, reimbursement assessments, or any other amount due to the Association which results in continued delinquencies.

Release of Lien: As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's Office of the county in which the lien was recorded within twenty-one (21) days of payment.

No Waiver: Failure of the Association to strictly enforce this policy is not a waiver of its right to collect delinquent sums.

**Note:** All costs for the referenced actions are the responsibility of the homeowner. These costs are subject to change without notice and therefore are not noted in this policy.

There is a \$25.00 fee for all NSF or returned checks.

#### DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OP ID AM **ACORD** RAMSH-3 12/28/06 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LaBarre/Oksnee Insurance Agency, Inc. ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW 85 Argonaut Suite 110 Aliso Viejo CA 92656 Phone: 949-588-0711 Fax: 949-588-1275 **INSURERS AFFORDING COVERAGE** NAIC# INSURED INSURER A: Philadelphia Indemnity Ins. Co INSURER B: Great American Insurance Co. Rams Hill Community Assn. Professional HOA Consultants 8181 Mission Gorge Road, Ste.E San Diego CA 92120 INSURER C INSURER D INSURER E **COVERAGES** THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADD'L LTR INSRD POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) POLICY NUMBER LIMITS TYPE OF INSURANCE \$\$1,000,000 GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) A X X COMMERCIAL GENERAL LIABILITY PHPK205419 01/01/07 01/01/08 CLAIMS MADE X OCCUR MED EXP (Any one person) \$\$5,000 \$\$1,000,000 В X D&O Liability EPP5669697-03 01/01/07 01/01/08 PERSONAL & ADV INJURY \$\$2,000,000 X | \$2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$\$2,000,000 PRODUCTS - COMP/OP AGG POLICY FIRE LEGL \$100,000 AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$\$1,000,000 ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) \$ SCHEDULED AUTOS 01/01/07 01/01/08 X A HIRED AUTOS PHPK205419 BODILY INJURY \$ (Per accident) 01/01/08 A X NON-OWNED AUTOS PHPK205419 01/01/07 PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO EA ACC \$ OTHER THAN AUTO ONLY: AGG \$ \$\$8,000,000 EXCESS/UMBRELLA LIABILITY EACH OCCURRENCE \$\$8,000,000 A X OCCUR CLAIMS MADE PHUB075523 01/01/07 01/01/08 AGGREGATE DEDUCTIBLE \$ RETENTION \$ \$10,000 WC STATU-TORY LIMITS WORKERS COMPENSATION AND **EMPLOYERS' LIABILITY** E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under SPECIAL PROVISIONS below E.L. DISEASE - POLICY LIMIT \$ OTHER \$100,000 PROPERTY 01/01/08 PHPK205419 01/01/07 \$1000 DED FIDELITY BOND 01/01/07 PHPK205419 01/01/08 \$2500 DED \$225,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Management Company is Additionally

Coverage is for Association Common Area. Insured on the General Liability, Directors & Officers Liability and

Fidelity Bond.

CERTIFICATE HOLDER

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	PROFFES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION			
		DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $10$ DAYS WRITTEN			
Description of the second		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
Professional HOA Consultants 8181 Mission Gorge Rd. Ste. E		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
San Diego CA 92120		REPRESENTATIVES.			
	:	AUTHORIZED REPRESENTATIVE			
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CANCELLATION

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# Declarations for Non-Profit Organization Executive Protection and Employment Practices Liability Insurance Policy

INSURANCE GROUP
580 WALNUT STREET, CINCINNATI, OHIO 45202

Insurance	e is afforded by the company indicated below: (Each a capital stock corporation)	
X• Gr	reat American Insurance Company • Agricultural Insurance Company	
• •Ar	nerican National Fire Insurance Company • •Other	
Polic	y Number:EPP5669697-03 Policy Form Number: D 9100	
Item 1.	Name of Organization: Rams Hill Community Association	
	Mailing Address: c/o Professional HOA 8181 Mission Gorge Rd Ste E	
	City, State, Zip Code: San Diego, CA 92120	
ltem 2.	Policy Period: From 1/1/2007 To 1/1/2008 (Month, Day, Year) (Month, Day, Year)  (Death least 12.01 Street distributed by Advance of the Organization as stated in Item 1)	
	(Both dates at 12:01 a.m. Standard Time at the address of the <b>Organization</b> as stated in Item 1)	
Item 3.	Limit of Liability: \$2,000,000 Aggregate Limit of Liability for Each Policy Year	
Item 4.	Retention: \$1,000 Each Claim	
Item 5.	Premium: \$3,279.00	
Item 6.	Endorsements Attached: Non-Profit Organization Executive Protection and Employment Practices Liability Insurance Policy D 9100 (12/9) Property Managers Endorsement D 9718 (01/97) Elite Coverage Amendments D 9718.012 (01/97) Punitive Damage Endorsement D 9713-2 (01/97) Terrorism Coverage Endorsement D 9876 (12/02) Terrorism Coverage Premium Disclosure D 9800-1 (02/03) General Limitation of Coverage Endorsement D 9500 1-2 (01/97) Subsidence of Land Endorsement D 9714 (01/97)	<b>'</b> ))
Item 7.	Notices: All notices required to be given to the Insurer under this Policy shall be addressed to:  Great American Insurance Companies  Executive Liability Division  P.O. Box 66943  Chicago, Illinois 60666	
Item 8.	Initial Coverage Date: 1/1/2004	
These D Employ	declarations along with the completed and signed Proposal Form and Non-Profit Organization Executive Protection and ment Practices Liability Insurance Policy, shall constitute the contract between the <b>Insureds</b> and the <b>Insurer</b> .	
NOT	REQUIRED NOT REQUIRED	
	Authorized Representative) (Countersignature Date)	

RANCE

HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM

PACIFIC STANDARD TIME

CONTINUOUS POLICY

1780784-07

RATING PERIOD 3-31-07 TO

3-31-08

RAMS HILL COMMUNITY ASSOCIATION 8181 MISSION GORGE RD STE E

SAN DIEGO, CALIF 92120

DEPOSIT PREMIUM MINIMUM PREMIUM \$758.00 \$650.00

R SD

PREMIUM ADJUSTMENT PERIOD

SEMI-ANNUAL

NAME OF EMPLOYER-

RAMS HILL COMMUNITY ASSOCIATION (A NON-PROFIT CORP.)

CODE NO.

PRINCIPAL WORK AND RATES EFFECTIVE FROM 03-31-07 TO 03-31-08

INTERIM PREMIUM BASE BILLING RATE

BASIS

RATE\*

9066-1

HOMEOWNERS ASSOCIATIONS

0 8.09 8.09

\*\*\*\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*\*

FEIN 330668247

TOTAL ESTIMATED ANNUAL PREMIUM

\$650

#### **Alternative Dispute Resolution Summary**

#### Request for Resolution

Prior to the filing of litigation for the purpose of obtaining a court order to enforce or interpret the governing documents, whether initiated by an individual owner or the homeowners Association, it is required that the parties endeavor to submit their dispute to a form of Alternative Dispute Resolution such as mediation or arbitration.

Any party wishing to initiate this process must do so by serving on the other party to the dispute a Request for Resolution, which includes the following information:

- 1. A complete description of the dispute between the parties;
- 2. A request for alternative dispute resolution; and
- 3. A notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it will be deemed rejected.

The Request for Resolution can be delivered via certified mail or personally served by any individual over 18 years of age who is not a party to the dispute. If Alternative Dispute Resolution is accepted by the party upon whom the request is served, the process is required to be completed within 90 days of receipt, unless both parties agree in writing to extend the time. The costs of the process are to be borne by the parties.

#### Filing Litigation

In the event the other party to the dispute responds that they are not willing to participate in Alternative Dispute Resolution ("ADR") or fails to respond within the 30 days period, litigation may be initiated. Besides filing the complaint, which initiates the lawsuit, the plaintiff must also file a certificate stating that they have complied with the requirements of ADR outlined above. The failure to file a certificate is a basis for immediate dismissal of the lawsuit.

### Exceptions

The new law does provide certain exceptions to this procedure. In other words, there are circumstances where the Request for Resolution does not need to be made prior to filing a lawsuit. The following is a summary of those situations:

- 1. At the time of filing the lawsuit there are 120 days or less left to the expiration of the statute of limitations.
- 2. The action is for collection of homeowner association assessments.
- 3. The lawsuit, in addition to seeking enforcement of the governing documents, is also seeking damages in excess of \$5,000.
- 4. The circumstances require an immediate emergency court order such as a temporary restraining order.
- 5. A determination by the court that dismissal of the action for failure to comply with the Request for Resolution procedure would result in substantial prejudice to one of the parties.

Failure of any member of the Association to comply with the prefiling requirements of Section 1354 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents.

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