

Community Association of Bernardo Heights
2026 Budget

		2025	2026	2026
	INCOME	Budget	Annual	Monthly
4000	Residential Assessments	2,332,617.89	2,381,128.18	198,427.35
4205	Application Fees	-	-	-
4220	Gate & Access Fees	1,000.00	-	-
4225	Key Fees	1,500.00	1,800.00	150.00
4265	Transfer Fees	20,000.00	22,000.00	1,833.33
4275	Social/Recreation/Activity Fees	20,000.00	-	-
4400	Room Rental Fees	10,000.00	15,000.00	1,250.00
4405	Tennis Rentals	-	480.00	40.00
4700	Collection Processing Fees	262.50	100.00	8.33
4710	Late Fees & Interest	250.00	100.00	8.33
4800	Antenna Income	64,791.12	67,480.80	5,623.40
4810	Compliance Fines	250.00	-	-
4835	Miscellaneous Income	12,000.00	18,000.00	1,500.00
4900	Interest Earned - Operating Accounts	1,500.00	28,000.00	2,333.33
4910	Interest Earned - Reserve Accounts	-	-	-
	TOTAL INCOME	2,464,171.51	2,534,088.98	211,174.08
	EXPENSES			
	Administrative			
5000	General Administrative	8,000.00	15,000.00	1,250.00
5005	Application/Processing	-	100.00	8.33
5010	Bad Debt	300.00	-	-
5025	Collection Charges	500.00	-	-
5045	Dues & Subscriptions	1,000.00	1,000.00	83.33
5090	Office Supplies	5,000.00	5,000.00	416.67
5100	Records Storage	500.00	500.00	41.67
5105	Reserve Studies	950.00	2,800.00	233.33
5115	Education	600.00	600.00	50.00
5195	Other Administrative Services	500.00	1,000.00	83.33
5196	Miscellaneous Admin Expenses	1,500.00	1,500.00	125.00
5198	Contingency	20,000.00	16,789.66	1,399.14
	Communications			
5200	Community Events	14,500.00	20,000.00	1,666.67
5210	Printing & Copying	10,000.00	10,000.00	833.33
5215	Postage	3,500.00	3,500.00	291.67
5225	Newsletter Services	-	500.00	41.67
	Payroll & Benefits			
5302	Administrative Salaries	138,460.00	182,529.00	15,210.75
5304	Maintenance Salaries	58,240.00	61,400.00	5,116.67
5308	Recreation Salaries	162,000.00	103,000.00	8,583.33
5330	Health Benefits	18,000.00	22,815.00	1,901.25
5340	Payroll Taxes	37,000.00	38,110.00	3,175.83
5390	Workers Compensation	20,000.00	18,000.00	1,500.00
5399	Payroll Expense Other	28,500.00	29,355.00	2,446.25

Community Association of Bernardo Heights

2026 Budget

		2025	2026	2026
	EXPENSES	Budget	Annual	Monthly
	Insurance			
5400	Insurance Premiums	22,684.00	28,588.05	2,382.34
5445	General Liability Insurance Premiums	52,321.00	53,576.00	4,464.67
5469	Workers Comp Insurance Premiums	378.00	372.00	31.00
	Utilities			
6000	Electric Service	65,000.00	67,000.00	5,583.33
6005	Gas Service	35,000.00	36,000.00	3,000.00
6025	Water Service	450,000.00	654,537.32	54,544.78
6035	Trash and Recycling Service	7,332.00	7,920.00	660.00
6045	Cable Service	3,000.00	-	-
6050	Telephone/Cable Service	1,250.00	3,300.00	275.00
	Landscaping			
6100	Grounds & Landscaping - Contract	556,802.16	576,290.28	48,024.19
6110	Landscape Repair & Maintenance	3,500.00	3,500.00	291.67
6160	Tree Maintenance	96,162.00	97,849.68	8,154.14
6165	Tree Removal	6,000.00	13,000.00	1,083.33
6199	Landscape Other	-	-	-
6200	Irrigation Repair & Maintenance	15,000.00	15,000.00	1,250.00
6299	Irrigation Other	10,000.00	12,500.00	1,041.67
6310	Backflow Device Inspection	7,000.00	5,000.00	416.67
	Property & Protection			
6440	Safety & Security	9,000.00	9,000.00	750.00
6730	Security System Repair & Maintenance	1,500.00	1,000.00	83.33
	Operations			
6300	Permits & Licenses	1,600.00	1,700.00	141.67
6315	Uniforms	500.00	500.00	41.67
	Contracted Services			
6430	Janitorial Services	44,204.77	44,204.77	3,683.73
6434	Pest Control	1,200.00	840.00	70.00
6438	Pool Management	21,630.00	22,200.00	1,850.00
	Repair & Maintenance			
6545	Electrical Supplies/Repair & Maintenance	500.00	500.00	41.67
6555	Equipment Rental/Repair & Maintenance	2,500.00	2,500.00	208.33
6570	Fitness Equipment Repair & Maintenance	3,000.00	3,000.00	250.00
6600	General Repair & Maintenance	25,000.00	20,000.00	1,666.67
6625	HVAC Supplies/Repair & Maintenance	3,000.00	1,500.00	125.00
6635	Janitorial Supplies & Maintenance	15,000.00	15,000.00	1,250.00
6700	Pool Supplies/Repair & Maintenance	30,000.00	30,000.00	2,500.00
6710	Recreation Supplies/Repair & Maintenance	2,500.00	1,500.00	125.00
6765	Tennis Court Repair & Maintenance	4,000.00	2,500.00	208.33
6795	Other Supplies/Repair & Maintenance	3,000.00	1,000.00	83.33
	Professional Services			
7000	Audit & Tax Services	2,100.00	2,200.00	183.33
7020	Legal Services	15,000.00	16,500.00	1,375.00
7040	Management Fees	29,664.00	30,552.00	2,546.00
7095	Other Professional Services	1,267.14	1,280.00	106.67
	Taxes			
9000	Federal Income Tax	25,000.00	25,000.00	2,083.33
9005	State Income Tax	10,000.00	15,000.00	1,250.00

Community Association of Bernardo Heights

2026 Budget

		2025	2026	2026
	EXPENSES	Budget	Annual	Monthly
	Other Expenses			
9105	Reserve Contribution Expense	351,026.44	178,680.22	14,890.02
	Reserve Expenses			
9884	Irrigation Expenses	52,653.97	28,600.00	2,383.33
9886	Landscape Expenses	28,082.12	9,102.00	758.50
9924	Pools & Spas Expenses	37,718.91	29,647.00	2,470.58
9934	Recreation Center Expenses	49,143.71	23,917.00	1,993.08
9946	Signs Expenses	35,102.63	12,357.00	1,029.75
9958	Tennis/Pickle Bar Court Expenses	14,041.06	2,691.00	224.25
9960	Park Expenses	39,506.91	15,673.22	1,306.10
9964	General Expenses	94,777.13	56,693.00	4,724.42
	BUDGET SUMMARY			
	Total Administrative/Communication	66,850.00	78,289.66	6,524.14
	Total Payroll & Benefits	462,200.00	455,209.00	37,934.08
	Total Insurance	75,383.00	82,536.05	6,878.00
	Total Utilities	561,582.00	768,757.32	64,063.11
	Total Landscaping	694,464.16	723,139.96	60,261.66
	Total Property & Protection	10,500.00	10,000.00	833.33
	Total Operations & Contracted Services	69,134.77	69,444.77	5,787.06
	Total Repairs & Maintenance	88,500.00	77,500.00	6,458.33
	Total Professional Services	48,031.14	50,532.00	4,211.00
	Total Taxes	35,000.00	40,000.00	3,333.33
	Total Reserve Expenses	351,026.44	178,680.22	14,890.02
	TOTAL BUDGET SUMMARY	2,462,671.51	2,534,088.98	211,174.08

Community Association of Bernardo Heights
2026 Assessments

SUB ASSOCIATIONS ALLOCATION SCHEDULE

ASSOCIATION	2025 MONTHLY ASSESSMENT	ACRES	UNIT S	UNIT SLOPE	ASSOC. SLOPE	UNIT OTHER	ASSOC. OTHER	NEW UNIT	2026 MONTHLY ASSESSMENT	OVER PRIOR YEAR	% OVER PRIOR YEAR	PER UNIT/MO.
Bernardo Crest (Apartments)	7,733.18	16.73	144.00	14.17	2,040.55	40.30	5,803.22	54.47	7,843.76	110.59	1.43%	0.77
Bernardo Greens	7,661.70	12.34	154.00	9.77	1,505.10	40.30	6,206.22	50.07	7,711.32	49.62	0.65%	0.32
Bernardo Village	6,939.12	18.83	119.00	19.30	2,296.68	40.30	4,795.72	59.60	7,092.40	153.27	2.21%	1.29
Bernardo Vistas	4,182.91	13.12	67.00	23.88	1,600.24	40.30	2,700.11	64.18	4,300.35	117.44	2.81%	1.75
Chateau Bernardo	5,512.51	16.28	91.00	21.82	1,985.66	40.30	3,667.31	62.12	5,652.97	140.47	2.55%	1.54
Fairway Heights (N)	3,948.62	11.73	65.00	22.01	1,430.70	40.30	2,619.51	62.31	4,050.21	101.59	2.57%	1.56
Fairway Heights (S)	2,435.72	6.15	43.00	17.44	750.11	40.30	1,732.91	57.74	2,483.02	47.30	1.94%	1.10
Fairway Pointe	6,234.34	26.23	82.00	39.02	3,199.25	40.30	3,304.61	79.32	6,503.86	269.52	4.32%	3.29
Fairway Vistas	2,793.74	6.80	50.00	16.59	829.39	40.30	2,015.01	56.89	2,844.40	50.65	1.81%	1.01
La Serena	6,164.49	12.51	117.00	13.04	1,525.84	40.30	4,715.11	53.34	6,240.95	76.46	1.24%	0.65
Ladera Bernardo	3,396.86	10.06	56.00	21.91	1,227.01	40.30	2,256.81	62.21	3,483.82	86.95	2.56%	1.55
Las Brisas Condos	11,262.32	33.23	186.00	21.79	4,053.04	40.30	7,495.82	62.09	11,548.86	286.54	2.54%	1.54
Las Brisas Homes	6,340.99	21.97	96.00	27.91	2,679.67	40.30	3,868.81	68.21	6,548.48	207.48	3.27%	2.16
Las Floras Condos	8,570.85	22.13	150.00	17.99	2,699.18	40.30	6,045.02	58.29	8,744.20	173.35	2.02%	1.16
Las Floras Homes	8,815.98	32.59	128.00	31.05	3,974.98	40.30	5,158.42	71.35	9,133.40	317.41	3.60%	2.48
Lomas Bernardo	4,012.53	7.08	79.00	10.93	863.54	40.30	3,183.71	51.23	4,047.25	34.72	0.87%	0.44
Los Rios	7,501.84	20.60	128.00	19.63	2,512.57	40.30	5,158.42	59.93	7,670.98	169.14	2.25%	1.32
Masters Hill	12,095.75	26.63	224.00	14.50	3,248.04	40.30	9,027.23	54.80	12,275.27	179.52	1.48%	0.80
Mira La Paz	9,440.53	20.72	175.00	14.44	2,527.20	40.30	7,052.52	54.74	9,579.73	139.20	1.47%	0.80
Palazzo Bernardo	2,855.54	6.99	51.00	16.72	852.57	40.30	2,055.31	57.02	2,907.87	52.33	1.83%	1.03
Parview Estates	5,769.17	14.51	102.00	17.35	1,769.77	40.30	4,110.61	57.65	5,880.39	111.22	1.93%	1.09
Silvergate	6,654.49	11.00	133.00	10.09	1,341.66	40.30	5,359.92	50.39	6,701.58	47.09	0.71%	0.35
St. Andrews	3,033.10	8.61	51.00	20.59	1,050.16	40.30	2,055.31	60.89	3,105.46	72.37	2.39%	1.42
Summers on the Green	7,866.25	25.42	124.00	25.00	3,100.46	40.30	4,997.22	65.30	8,097.67	231.42	2.94%	1.87
The Overlook (Apartments)	10,853.38	16.79	220.00	9.31	2,047.86	40.30	8,866.03	49.61	10,913.89	60.51	0.56%	0.28
The Villas at Diamonte Blanca	4,873.18	15.68	77.00	24.84	1,912.48	40.30	3,103.11	65.14	5,015.59	142.41	2.92%	1.85
Tierra Del Sol	7,017.66	16.93	126.00	16.39	2,064.94	40.30	5,077.82	56.69	7,142.76	125.10	1.78%	0.99
Villa Ladera	4,380.76	13.43	71.00	23.07	1,638.05	40.30	2,861.31	63.37	4,499.36	118.60	2.71%	1.67
Villa Venusto	1,884.23	5.23	32.00	19.93	637.90	40.30	1,289.60	60.23	1,927.50	43.28	2.30%	1.35
Vista de Bernardo	5,169.68	16.89	81.00	25.43	2,060.06	40.30	3,264.31	65.73	5,324.37	154.70	2.99%	1.91
Woodcrest Heights	8,983.41	22.53	159.00	17.28	2,747.97	40.30	6,407.72	57.58	9,155.69	172.28	1.92%	1.08

TOTAL	194,384.82	509.74	3381	62,172.62	136,254.73	198,427.35	4,042.52
AVERAGE/ASSOC.	6,479.49	16.99	112.70	2,072.42	4,541.82	6,614.24	
AVERAGE/UNIT	57.49	0.15		18.39	40.30	58.69	

TOTAL ANNUAL ASSESSMENT 2,332,617.89

2,381,128.18

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 2.00% 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, 2025, the estimated ending reserve fund balance is \$1,701,750 and the estimated current replacement cost is \$4,356,654 for the portfolio of reserve components. The projected future replacement cost of the portfolio is \$6,622,900, 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 63.22%. This is referred to as Percent Funded. The Association would be 100.00% funded if there were \$2,691,771.15 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 \$283.84. This is calculated by subtracting the ending balance (\$1,701,750) from the 100% funded figure (\$2,691,771.15), 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 monthly amount of \$14,890.02 starting in 2026 (\$4.27 per unit per month for each of the 3488 ownership interests) towards the reserve fund. To offset the over/under cash results of the report, we recommend and have included changes of 30.00% starting in 2027 for 3 years, 11.00% starting in 2030 for 1 year and 3.00% starting in 2031 for 25 years. The change is scheduled to take effect in the year 2027. 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, 2026 through December 31, 2026

Category	Range of Full Useful Life	Range of Remaining Useful Life	Current Replacement Cost	Fund Balance on Jan 01, 2026	Reserve Allocation	Additional Revenue	Interest
Community Center, Clubhouse	4 to 50	0 to 22	\$698,415	\$227,787	\$23,917	\$0	\$3,666
Community Center, Courts	10 to 50	0 to 49	\$135,999	\$25,634	\$2,691	\$0	\$413
Community Center, Pools/Spa/Wader	4 to 40	0 to 19	\$690,248	\$282,361	\$29,647	\$0	\$4,544
Community Center, Site	1 to 50	0 to 47	\$1,355,807	\$539,946	\$56,693	\$0	\$8,690
Lucido Park	2 to 50	0 to 31	\$326,961	\$143,321	\$15,048	\$0	\$2,307
Site, Irrigation	1 to 30	0 to 13	\$517,100	\$272,387	\$28,600	\$0	\$4,384
Site, Landscape	1 to 20	0 to 18	\$254,935	\$86,685	\$9,102	\$0	\$1,395
Site, Signage	10 to 50	2 to 42	\$335,750	\$117,686	\$12,357	\$0	\$1,894
Utilities (SB900)	50 to 65	10 to 20	\$0	\$0	\$0	\$0	\$0
View Point Park	4 to 28	2 to 23	\$41,439	\$5,942	\$624	\$0	\$96
Totals:			\$4,356,654	\$1,701,750	\$178,680	\$0	\$27,389

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



Assessment and Reserve Funding Disclosure Summary For the Fiscal Year Ending December 31, 2026

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

(1) The regular assessment per ownership interest is \$_____ per month, of which approximately \$4.27 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 for one 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 (see Funding Plan column, next page):	Amount per ownership interest per month:
30.00% starting in 2027 for 3 years, 11.00% starting in 2030 for 1 year and 3.00% starting in 2031 for 25 years	(Current amount) X (the increases)

(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 **\$2,632,730.08**, as of **December 31, 2026**, 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 **\$1,454,899.50**, resulting in reserves being **55.26%** percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is **\$452,919**. (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, 2026

(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" 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" 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 2.00% 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

Year	End of Year			Revenue			Expenditures
	100% Funded	Cash Flow	Percent Funded	Contribution, Interest	Contribution Unit/Month	Funding Plan	Components, Taxes, Deferred Exp
2025	\$2,691,771	\$1,701,750	63.22%				
2026	\$2,632,730	\$1,454,900	55.26%	\$206,069	\$4.27	0.00%	\$452,919
2027	\$2,608,441	\$1,283,655	49.21%	\$255,731	\$5.55	30.00%	\$426,976
2028	\$2,488,698	\$1,075,605	43.22%	\$320,693	\$7.21	30.00%	\$528,743
2029	\$2,686,154	\$1,262,036	46.98%	\$413,823	\$9.38	30.00%	\$227,391
2030	\$2,880,633	\$1,476,440	51.25%	\$460,834	\$10.41	11.00%	\$246,430
2031	\$3,077,128	\$1,693,678	55.04%	\$478,086	\$10.72	3.00%	\$260,848
2032	\$3,255,495	\$1,893,882	58.17%	\$495,407	\$11.04	3.00%	\$295,203
2033	\$3,162,083	\$1,826,292	57.76%	\$508,033	\$11.38	3.00%	\$575,623
2034	\$3,205,928	\$1,898,445	59.22%	\$523,500	\$11.72	3.00%	\$451,348
2035	\$3,339,899	\$2,062,519	61.75%	\$541,252	\$12.07	3.00%	\$377,177
2036	\$3,157,988	\$1,915,967	60.67%	\$553,625	\$12.43	3.00%	\$700,177
2037	\$3,268,050	\$2,063,537	63.14%	\$571,769	\$12.80	3.00%	\$424,199
2038	\$3,370,663	\$2,206,259	65.45%	\$590,530	\$13.19	3.00%	\$447,809
2039	\$3,580,216	\$2,457,543	68.64%	\$611,824	\$13.58	3.00%	\$360,540
2040	\$3,519,835	\$2,443,523	69.42%	\$628,669	\$13.99	3.00%	\$642,689
2041	\$3,361,446	\$2,337,092	69.53%	\$644,046	\$14.41	3.00%	\$750,478
2042	\$3,608,941	\$2,638,061	73.10%	\$667,597	\$14.84	3.00%	\$366,627
2043	\$3,949,000	\$3,032,623	76.79%	\$693,800	\$15.29	3.00%	\$299,238
2044	\$3,902,773	\$3,046,124	78.05%	\$713,407	\$15.75	3.00%	\$699,906
2045	\$4,119,810	\$3,325,267	80.71%	\$738,307	\$16.22	3.00%	\$459,164
2046	\$4,041,864	\$3,315,233	82.02%	\$758,529	\$16.71	3.00%	\$768,563
2047	\$4,191,807	\$3,536,510	84.37%	\$783,505	\$17.21	3.00%	\$562,227
2048	\$4,060,391	\$3,483,134	85.78%	\$804,086	\$17.72	3.00%	\$857,462
2049	\$4,528,619	\$4,029,912	88.99%	\$836,466	\$18.25	3.00%	\$289,688
2050	\$4,920,069	\$4,501,850	91.50%	\$868,587	\$18.80	3.00%	\$396,649
2051	\$4,845,380	\$4,514,509	93.17%	\$892,615	\$19.37	3.00%	\$879,956
2052	\$5,025,247	\$4,785,814	95.24%	\$921,869	\$19.95	3.00%	\$650,564
2053	\$5,316,454	\$5,171,824	97.28%	\$954,237	\$20.55	3.00%	\$568,226
2054	\$5,516,615	\$5,471,388	99.18%	\$985,805	\$21.16	3.00%	\$686,241
2055	\$5,865,485	\$5,922,874	100.98%	\$1,020,950	\$21.80	3.00%	\$569,464
30-Year Sum:				\$19,443,650			\$15,222,526



The Community Association of Bernardo Heights

2025 DEFERRED MAINTENANCE DISCLOSURE

Civil Code requires the board to disclose any reserve components that have not been completed in accordance with last year's reserve analyst recommendations. The following major components were identified to be repaired or replaced, but the Association did not do so for reasons noted:

Component	Reason for Deferral of Repairs
Tennis Court 5,6,7,8 Resurface	Repairs as needed
Deck Area Restrooms	Restrooms in good working condition
Concrete Repairs	Repairs completed on an as-needed basis
Concrete Entry Sealing	Completed
All parking Parking Lot Seal & Stripe	Good working condition
Irrigation Backflow Valves	Replaced as needed
Painting Wood & Metal	Repairs completed on an as-needed basis
Restripping Pool Furniture	Good working condition
V-Ditches	Repair/replacement as needed
Roof Restrooms	Good working condition
Office Equipment	Replacement as needed.
Office Computers	Replacement as needed.
Restrooms toilets	Ladies room replaced, others good working order.
Restroom Urinals	Good Working order
Termite Treatment	Wood replaced as needed.
Utility/Plumbing Lines	Repaired/replaced as needed.
Window Coverings	Good working order
Deck Mastic	Repairs to be scheduled,
Pool Lower ladders	Good working order
Pool Loer resurface	Repairs to be scheduled.
Upper pool chlorinator	Good working order.
Spa Light	Replaced
Wader pool resurface	To be scheduled.
Barbecue Grills	Good working order.
Furniture Umbrellas	Replaced as needed.
Furniture Picnic Tables	Replaced repaired as needed.
Landscape Renovation	On going in conjunction with turf rebate program.
Playground Mulch	Completed/ along with new playground equipment

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%
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:

**Community Association of Bernardo Heights
C/O Associa PCM
PO Box 51412
Los Angeles, CA. 90051-5712**

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.
- A. A request for alternative dispute resolution.
- B. 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.
- B. 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:

- C. The period provided in *Civil Code* §5935 for response to a Request for Resolution.
- D. 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:

- E. ADR has been completed in compliance with this *Civil Code* §5925, *et seq.*
- F. One of the other parties to the dispute did not accept the terms offered for ADR.
- G. 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.

- I. **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:
Frank Squires, General Manager
16150 Bernardo Heights Parkway
San Diego, CA 92128
Frank.Squires@associa.us
(858) 451-3580



The Community Association Of Bernardo Heights

CABH's Escrow Package includes the following:

- 1. Front Cover Sheet**
- 2. CC&R's**
- 3. 2024 Audit**
- 4. Articles of Incorporation**
- 5. CABH FY: 2026 Budget**
- 6. Bylaws**
- 7. Architectural Guidelines**
- 8. CABH Master Insurance -2025/2026**
- 9. Regular board meeting minutes 11-24-2025 through current.**

*16150 Bernardo Heights Parkway | San Diego, CA. 92128
Phone— 858.451.3580
Website—bernardohighlights.org Email bernardohighlights@bernardohighlights.org*



THE COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

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.
- Please complete all sections of this application

Date: _____

Applicant Phone Number: _____ Applicant Email: _____

Homeowner Name; _____

Homeowner Address: _____

Name of Neighborhood Association: _____

I would like to be notified by: (check 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 attached "Process & Instructions" sheet)

NOTICE TO OWNERS: Your improvement 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 them to your Neighborhood Architectural Committee. **OBTAIN THREE** signatures of adjacent neighbors indicating improvement plans are acknowledged.

Last Name

Address

Signature

NEIGHBORHOOD STAMP

CABH STAMP

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THE COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS

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.

Location: _____

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.

Location: _____

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: _____

APPLICATION FOR HOME IMPROVEMENT

PROCESS & INSTRUCTIONS

For all residential and landscape improvements that are not Like, Kind in Quality (LKQ,) these steps must be followed when filling out and submitting the CABH APPLICATION FOR HOME IMPROVEMENT. Please note that all exterior alterations are to follow your neighborhood association guidelines. "When neighborhood association guidelines are more restrictive than the CABH guidelines, the neighborhood guidelines take precedence." CABH Architectural Guidelines, Section I-E, page 7.4 (attached)

Step 1: Obtain a copy of the current form of "Application for Home Improvement" (outdated forms will not be accepted). The form is available on the CABH [Website. Bernardoheights.org](http://Bernardoheights.org)

Step 2: Complete the form entirely. Be clear and descriptive of what the improvement entails. For any questions regarding the application, please see the front desk or call (858) 451-3580. When describing the proposed improvements, attach plans, concepts, diagrams, or measurement (if applicable) to the application. Furthermore, if the improvement regards:

Landscaping: include a colored diagram of the proposed changes and write down dimensions of the desired landscape. If you are installing artificial grass, include the dimensions of the area it will cover.

Windows/Doors: indicate if it is a *partial* or *complete* window/door improvement (not LKQ replacements but new architecture) will be performed. Include pictures of the type of window/door and the color with the application. Take a picture of the windows/doors you plan to replace.

Painting: indicate *what paint color* will be used and *where it will placed* such as trim or stucco. Include swatches of the paint color with your application. (Note: check with your HOA for their list of approved color swatches.) If LKQ painting, no need to submit an ARCH application to CABH.

Step 3: (1st Level Approval) Send your entire application to your local neighborhood's management company, or *whoever* oversees Architectural Approval in your community.

Step 4: (2nd level Approval) Upon 1st level approval, the local neighborhood's management company (or ARC Committee Chairperson) will stamp inside the box, "Neighborhood Stamp." The application will be submitted to the CABH Architectural Committee for the second level of approval.

Step 5: Upon approval from the CABH Architectural Committee, the homeowner will receive an *Approval Letter* within 72 hours of the approval, indicating the application has been approved and work can now commence. **A NOTICE OF COMPLETION DOCUMENT CONFIRMING THE WORK IS COMPLETED IS NO LONGER REQUIRED TO SUBMIT TO THE CABH ARCHITECTURAL COMMITTEE. OWNERS SHOULD CHECK WITH THEIR HOA MANAGEMENT COMPANY TO SEE IF IT IS REQUIRED BY THEM.**

For any questions, please call (858) 451-3580 regarding the home improvement process.

landscaped "green belts". Removal of trees and additions of non-compatible improvements may have a damaging effect on visual quality.

4. Each neighborhood within Bernardo Heights has individual characteristics and the proposed alteration should be complementary to existing structures and improvements. To that end, the Neighborhood Association Architectural Committees are also required to submit an application to the CABH Architectural Committee for architectural improvements such as the change of neighborhood color palettes and modifications to entry/exit monuments.

D. CABH ARCHITECTURAL COMMITTEE APPROVAL

Article VIII, Paragraph 8.1 (Community Architectural Control) of the CC&Rs explicitly states that all proposed changes or alterations to the exterior of one's property require the approval of the CABH Architectural Committee. Further, once a plan is approved, it must be abided by, or a modification must be approved in accordance with Article VIII, Paragraph 8.9 (Proceeding with Work) of the CC&Rs.

It is important to recognize that the requirement for CABH Architectural Committee approval encompasses major home alterations such as adding a room or a deck, and such items as changes in color, landscaping, and materials. Approval is also required when an existing item or feature is planned to be removed.

The architectural process requires the homeowner to submit three (3) copies of an "Application for Home Improvements" in its entirety including the application itself, plans, drawings, and supporting documentation including pictures and vendor brochures if applicable. The application form must include neighbor's notification signatures, and the approval of the Neighborhood Association Architectural Committee (stamp and signature). Please refer to Appendix B for a copy of the "CABH Application for Home Improvements" form.

As noted in Article VIII, Paragraph 8.9 (Proceeding with Work) of the CC&Rs, "the owner shall complete the construction, reconstruction, refinishing, or alteration of any such improvement within one (1) year" after receipt of the notice of approval.

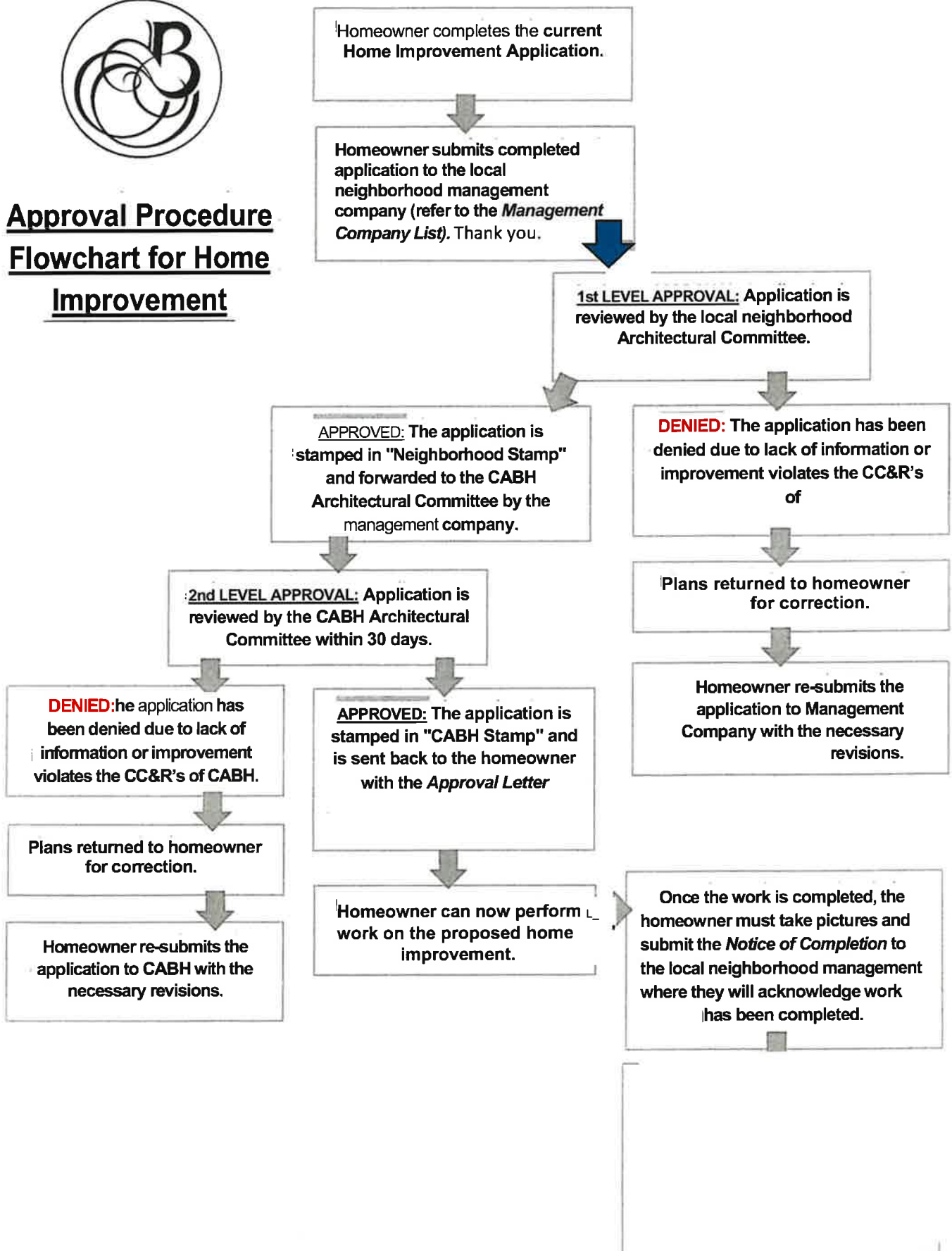
Each application is reviewed on an individual basis. There are no "automatic" approvals. A homeowner who plans to construct a deck, for example, identical to one currently in place which was previously approved by the Community Architectural Committee, is still required to submit an application. In every case, an application must be submitted and reviewed so that specific implications of location and impact on surroundings are considered.

E. NEIGHBORHOOD ASSOCIATION ARCHITECTURAL COMMITTEES

Neighborhood associations may have developed their own guidelines for exterior alterations. These guidelines may be more restrictive than those contained in these CABH guidelines. When neighborhood association guidelines are more restrictive than the CABH guidelines, the neighborhood guidelines take precedence.



Approval Procedure Flowchart for Home Improvement



Community Association of Bernardo Heights
16150 Bernardo Heights Parkway, San Diego CA, 92128
Phone (858) 451-3580 ~ Fax (858) 451-6509
Website: BernardoHeights.org
Email: bernardo.heights@associa.us

Rules & Regulations

Dear Residents:

Welcome to your new home! As residents of the Community Association of Bernardo Heights (CABH), you are entitled to membership at the Clubhouse and use of all the amenities. All residents, ages 14 and older will be granted membership to the Community Association of Bernardo Heights amenities upon registration. Parent/Guardian must accompany 14-17 year old and provide verification of age. Upon entering the center, you must check-in at the reception desk.

If the property is leased, the tenants must obtain a Lessee Use to use the facilities of the Clubhouse for a one-time \$10.00 fee per person (as long as they stay in the SAME residence/address). Please pick up the "Release & Waiver of Use Privileges" form from the Clubhouse. This form will need to be completed by both the Homeowner and the tenant and returned to the Clubhouse. The "Release & Waiver of Privileges" form is not needed for our apartment rental communities: Bernardo Crest, La Serena, Silvergate and The Overlook.

The following are the Clubhouse rules regarding room rentals, use of billiard tables, ping-pong tables, basketball court, tennis courts, swimming pools, use of the exercise room, and Lucido Park (12692 Pasco Lucido). We believe this information will prove useful and we encourage all of our residents to use the Clubhouse.

The Rules and Regulations established for the Bernardo Heights Clubhouse and Lucido Park are designed as guidelines to promote a convenient and efficient operation for the majority of residents. Occasionally these rules and regulations will be revised and updated, as the use of the facility dictates at the Board's discretion.

ASSOCIATION REPRESENTATIVES

A seven-member Board of Directors governs the Community Association of Bernardo Heights. The Board meets every 4th Thursday of each month at 6:00 pm. All correspondence to the Board of Directors should be addressed to the CABH General Manager. A professional management company provides management onsite.

If you wish to speak about a topic at the Board meeting, let the front desk know and you will be added to the Board meeting agenda. One week's notice is required to allow time to add you to the final agenda.

Bernardo Heights Clubhouse facilities are designated for use by owners and residents of Bernardo Heights, including minor children and tenants as defined herein.

DEFINITIONS

Owner: A record owner of a fee simple title to any Lot, Unit or other Parcel of property in the community, whether held by one or other persons or entities. A contract purchaser under a recorded installment land sales contract shall be included as an "Owner" but those merely having an interest in property, as security for performance of an obligation shall not be "Owners". Any adult family members residing in the property who are not designated as "Owners" must bring in proof of residency to receive membership.

Tenant: Individual leasing property from an Owner thereby holding privileges to the Clubhouse as assigned by the Owner.

Membership categories:

Category 1: Member age under 14 years old – no membership

Category 2: Member aged 14-15 years old, with parent's consent

Category 3: Member age 16-17 years old, with parent's consent

Category 4: Member age 18 and above

GENERAL INFORMATION

Persons under 14 years of age (Category 1) must be accompanied by a Member of 18 years or older when using the facilities. Exceptions to this rule will be when accompanied by a sibling at least 16 years old and with signed parental consent for pool use. The 16-year-old must have a valid membership in order to bring in a sibling.

Clubhouse Building/Facilities hours:

Monday - Friday: 7:00 am - 9:00 pm.

Saturday: 7:30am - 9:00 pm

*Sunday - 7:30am - 6:00pm during the winter and 9:00 pm during the summer.

**Hours are subject to change based on daylight savings time.*

The Clubhouse will be closed on the following holidays:

Thanksgiving Day, Christmas Day, and New Years Day,

Other closings will be posted in advance except for emergencies.

The Clubhouse phone number is **(858) 451-3580**. If we are unavailable to answer or it is after hours, an answering machine will record your calls.

In the event of an after-hours emergency, contact the Security Company, Golden Eagle 4 Security at (855) 400-4347. The Security Company will contact the General Manager for all other emergencies.

If it is an irrigation emergency contact O'Connell Landscape at 1-800-339-1106. You may contact the landscaper directly by dialing their number and following the directions to report water or landscape issues.

Vehicles are not to be parked in the parking lot in excess of 6 hours nor three hours past closing. Any vehicle found in violation of this ruling will be subject to towing. Bikes, in-line skates (roller blades), skateboards, roller skates, and razor scooters are not permitted at either Lucido Park or the Clubhouse. Personal barbecues are prohibited at the Clubhouse or the Park.

Pets are not allowed at the Clubhouse or Lucido Park.

CODE OF CONDUCT

CABH encourages a safe and healthy atmosphere by supporting an environment free from: Drugs, smoking, vaping, alcohol, violence, intimidation, harassment, gambling, solicitation, profanity, and abusive language, vandalism, or property damage. This code applies to all participants, spectators, visitors, facility users, organizations, vendors, groups, clubs, staff and volunteers in all CABH activities, programs, field and facility uses.

Violation of this Code of Conduct may result in disciplinary action up to and including immediate and permanent expulsion from CABH programs, cancellation of any facility reservations, forfeiture of all fees, and financial or other restitution for any damages. Acts conducted by a minor are the responsibility of the parent or guardian. Staff reserves the right to ask any individual to leave the facility for failure to comply with any of the stated rules. The offender may be banned from use of the facility until a hearing can be held by the board.

GUEST POLICY

Bernardo Heights Clubhouse and Lucido Park are private, member only community facilities. The members are entitled to financially support the recreation facilities. The following guest policy establishes equitable limits for the non-resident use of its facilities. **Guests are defined as anyone not permanently residing in the home.**

1. Members must sign guest (s) in at the front desk.
2. Maximum of six (6) guests per visit, **per** household/residence for members 18 years of age or older.
3. Members must stay with their guest(s) **at all times.**
4. Guests attending "open" group events must sign in.
5. Guest(s) may not use the facilities without the resident.
6. Residents from ages 16 to 17 years old may bring up to 3 guests per visit, but are subjected to the rule of 6 guests per household.

EXERCISE EQUIPMENT USE - "Use at Your Own Risk"

1. Resident must have current membership and sign the Waiver & Release Agreement.
2. Resident must be at least 14 years old to use the equipment.
3. Those ages 14-17 years old who wish to use the equipment may enter as long as they have a waiver signed by their parent or legal guardian.
4. Guests are not allowed in the Fitness/Weight rooms.
5. Visitors are not allowed in the Fitness/Weight Rooms.
6. Persons under 14 cannot wait in the Fitness/Weight Rooms or any other area of the facility.
7. Appropriate attire and footwear are required.
8. See other posted rules in Exercise Area.
9. During high use periods, there will be a 30 minute limit per apparatus when others are waiting to use the equipment.

FAMILY ROOM/BILLARD TABLE USE

FAMILY ROOM

1. Members may bring guests subject to guest limitations as stated.
2. Residents will be charged for lost or damaged equipment
3. Shirts and shoes are required.
4. No wet bathing suits are permitted in the Community Room.

BILLIARD TABLE USE

1. Members may bring guests subject to guest limitations as stated
2. Resident must be at least 14 years old to use the Pool Table without adult supervision.
3. Ages 10-14 may play pool, but must have adult supervision at all times. Ages 9 and under may not play pool.
4. Jump shots are prohibited on Pool Table.
5. Sitting on the billiard tables is prohibited.
6. A two-game limit (30 minutes each) is in effect when others are waiting to play.
7. No food or drinks allowed on or near the billiard tables.
8. Pool Table equipment is available at the front desk.
9. Residents will be charged for lost or damaged equipment.

PING-PONG/FOOSBALL TABLE USE

1. Members may bring guests subject to the guest limitations as stated.
2. Sitting on the Ping-Pong/Foosball table is prohibited
3. Moving the ping-pong table is prohibited;
4. A time limit may be set by staff when others are waiting to play
5. No food or drink is to be placed on the table
6. Paddles and balls are available at the front desk.
7. Residents will be charged for lost or damaged paddles.

BASKETBALL COURT USE

1. Members may bring guests subject to the guest limitations as stated.
2. Basketballs are available at the front desk.
3. \$25.00 will be charged for a lost ball.
4. No food or drink is to be consumed on the court.
5. A time limit (30 min.) is in effect when others are waiting to play.

SWIMMING POOL, WADING POOL, AND SPA USE

The objective of the following rules is to maintain a safe environment in which everyone can enjoy the use of the pools and spa. Please be aware that Pool Monitor(s) are on duty only certain times of the year. Swimming is at your own risk. **Private, personal**

teaching professionals, other than those approved by the Board, are prohibited.

1. Individuals using the pool and spa should shower before use.
2. All those using the pool must wear appropriate modest swim attire (no cut offs or thongs).
3. No diving, running or pushing allowed.
4. No glass containers permitted.
5. Alcohol is prohibited.
6. Please dispose of all litter in appropriate trash or recycling containers.
7. Children under 14 must be accompanied by an adult member. Moreover, that member

- must provide total visual supervision of that child.
- 8. Siblings who are 16 years old may bring their younger siblings to the pool, provided they have signed parental consent in advance. The 16-year-old will provide total supervision of that younger child or children.
- 9. Music is permitted with the use of earphones.
- 10. Only soft toss balls, noodles or small inflatable toys or supports will be permitted.
- 11. Large inner tubes and large flotation devices are not permitted.
- 12. Any individual who has involuntary bladder or bowel functions shall not be allowed in the pool or spa unless wearing appropriate water-resistant pants.
- 13. Do not hang or sit on lap lanes in the pool.
- 14. Lap lane use is limited to thirty minutes when others are waiting for a lane.
- 15. Food is not permitted in the pool area. Please use the patio for eating snacks and meals to help keep the pool deck clean. Water only is permitted in the pool area to drink.

The Management/Staff/Pool Monitors reserve the right to refuse admittance to or eject from the pool premises any persons failing to comply with any of the above health and safety regulations. Violation of these guidelines may result in up to and including disciplinary hearing and suspension of privileges, with expulsion in force until such hearing is held. fines and monetary penalties for damages.

SWIMMING POOL LAP LANE RESERVATIONS

- 1. Reservations for Lap Lanes are made online at <https://www.yourcourts.com> yourcourts security register access code: 24965350.
- 2. Reservations must be made no more than two days in advance
- 3. Reservation times are for 30-minute segments, starting at 7:30am.

TENNIS COURT USE RULES AND REGULATIONS

- 1. Appropriate tennis attire including shirt is required.
- 2. Shoes with soles that mark tennis courts are prohibited.
- 3. All beverages must be clear liquids (not sticky or colored liquids) and be in non- breakable (no glass) containers.
- 4. Food and smoking are prohibited on the courts.
- 5. Please dispose of any litter and respect the upkeep of the courts.
- 6. The member who made the reservation must accompany all guests.
- 7. Be considerate and cancel reservations as soon as possible.
- 8. Respect the concentration of other players. Shouting, loud and abusive language are prohibited.
- 9. Members are responsible for their guests' behavior.
- 10. Radios and alcohol are prohibited on or around court area.

CABH TENNIS RESERVATIONS POLICY

The overlying CABH facilities use policy is that activities must have at least 50% CABH member participation. This policy is applied to the use of the tennis courts, with certain exceptions.

Limited reserved court time to 90 minutes Rules in effect:

1. Back-to-Back court reservations are not allowed
2. Players may start ahead of their scheduled time if the court is available, and may play after their reservation time is over if there are not others waiting

Enforcement: Non-compliance with the Tennis Reservation Policy will be considered a violation. Violations may lead to suspension of scheduling privileges, tennis court use, or other appropriate action. CABH Staff may eject the violator and suspend use of the courts until a hearing can be held before the Board of Directors.

TENNIS COURT RESERVATIONS

1. Reservations are made online at <https://www.vourcourts.com/vourcourts/security/register/24965350>
2. Reservations must be made no more than two days in advance.
3. Reservation times are for 90-minute segments, starting at 7:30am.
4. If a reserved court is vacant more than 15 minutes after the reservation time, the court is no longer reserved.
5. Walk in players must register with the front desk before playing.
6. Play is prohibited on wet courts. Play at your own risk when courts are damp.
7. CABH Staff has the authority to cancel reservations with notification to members.

TENNIS PROFESSIONAL

No teaching professional may use the facilities without CABH approval. Students under the age of 14 must be accompanied by an adult of at least 18 years of age. Students must check in at the desk prior to lessons.

LUCIDO PARK USE

1. Park hours are Monday - Sunday 7:30 a.m. to 9:00 p.m.
2. A park permit is required for resident groups exceeding more than 10 persons and subject to "Events Not Allowed". (See room reservations below) Permits are issued at the Clubhouse.
3. Pets are not permitted at Lucido Park.
4. Bikes, in-line skates (roller blades), skateboards, roller skates, and razor scooters are prohibited in the park on the walking trail. Small bikes for use by toddlers may be used only in designated areas.
5. Alcoholic beverages and open fires are prohibited.
6. Cooking food must be confined to park installed barbecues.
7. Do not leave the barbecue unattended. Extinguish fire when you are leaving.
8. Vehicles are not to be parked in the parking lot in excess of 6 hours nor 3 hours after closing. Any vehicle found in violation of this ruling will be subject to towing.
9. Softball only is allowed at the backstop and is limited to persons ages 14 and younger hitting the ball.
10. Management must approve use of the field for other purposes.

ROOM RESERVATIONS

Fees & Charges: The following applies to "private party" use:

All fees must be paid in full at the time of the reservation. The reservation will be accepted only from the legal owner or tenant making the reservation. The owner or tenant who made the reservation must be present the whole duration at the event.

Events not allowed: (Violation of these rules will result in forfeiture of deposit fee.)

1. Commercial events (the purpose of which is to enhance the business, revenues, images, membership, etc., of any firm, group, or organization). (See "Meeting Reservations")
2. Religious services of any kind. This includes weddings, even if they are not religious in nature, Bar Mitzvahs, Baptisms and group study of scripture or any other religious training groups or activities.
3. Fundraisers.
4. NO event will be allowed after 9:00 p.m. Events on Sunday are subject to the seasonal time change and may not exceed hours of operation.
5. Maximum reservation time is six (6) hours, which includes requested set-up and "cleanup/ departure" time.
6. A NSF (None Sufficient Funds) fee charge of \$25.00 will be added for returned checks.

MAKING A ROOM RESERVATION

The legal owner or tenant of Bernardo Heights must make reservation and fee payment in person at the time of reservation (no phone reservations permitted). The following rooms are available for Private Party use. Kitchen included in fee, based on availability. **Guests and members of CABH attending reserved event are not permitted to use other portions of the facility and must remain in the respective reserved area during the duration of the event.**

Please ask for Community Fee Structure if needed.

*The Community Room includes the use of bar/billiard tables. Billiard tables can be covered. Number of people based on standing, not seating capacity.

An additional deposit of \$200 is required for all party room reservations. This deposit will be held until after the event to cover any damages. If there are no additional charges, the check will be returned. The Upper Pool and BBQ areas require a \$150 deposit for incidentals.

Patio/BBQ area:

1. Members may use the BBQ area at no charge provided no prior reservations exist.
2. There will be a time limitation of 2 hours if others are waiting to use the BBQ.
3. Up to 6 guests, no reservations required, first come, first serve basis.
4. Reservations are required for private parties or groups of more than 6 guests.
5. For 7-25 people the fee will be \$25 for four hours use.
6. For 25-40 people (maximum allowed) the fee will be \$50 for four hours use.

OTHER FACILITIES INCLUDING; PING-PONG, TENNIS COURTS, PICKLEBALL COURTS, OUTSIDE GRASS AREAS, BILLARDS TABLES AND EXERCISE ROOM ARE NOT AVAILABLE FOR RENT, OR FOR "EVENT" GUEST USE.

Resident must sign in/out and attend the event, or designate, in writing, one week prior to the event, another responsible resident. Violation of this rule will result in forfeiture of fees and deposit.

1. Neighborhood association board may reserve the facility for a neighborhood event free of charge one time per year. The deposit of \$200 is required to be paid at the time the reservation is made.

2. Only three room-reservations can be made per household per calendar year without prior approval by the General Manager.

3. Room availability may be checked by phone; however full payment for the reservation is required to reserve any room, and must be paid at the time of booking.

4. Room reservations may be made six (6) months in advance to the day but no less than three (3) weeks prior approval by management in order to properly staff the event.

5. The resident reserving the room(s) must contact the Clubhouse at least two weeks prior to the event to confirm reservation and room arrangements.

6. No more than one (1) social function may be booked for the Clubhouse during the same day; availability of kitchen facilities is based on the date of the reservation or first come basis.

7. The cancellation policy is as follows:

No Charge Cancellation 61-180 days prior to event.

\$25 fee Cancellation 30-60 days prior to event

\$50 fee Cancellation 7-29 days prior to event

\$100 fee Cancellation less than 7 days prior to event

Use of facility is subject to receipt of all paperwork including caterer's agreement and proof of insurance, alcohol waiver, room set up, and any other required documents requested by staff.

MEETING RESERVATIONS:

Person making reservation must be a member and a fee must be paid at the time of the reservation. Each group is allowed one meeting per month for a period of 6 hours. Reservations will be taken no more than 3 weeks in advance and the meeting must end by 9:00 p.m. Light refreshments are permitted, however use of the kitchen is not included. Subject to availability, the Mesa and Verde Rooms are available for meetings for **verified, non-profit groups ONLY. Proof of non-profit status must be submitted when the application is made and fees are paid.**

Monday - Thursday, for a per meeting fee as noted below:

1-45 persons \$115.00

46-90 persons \$230.00

ALL RESERVATIONS ARE SUBJECT TO MANAGER APPROVAL. APPROVAL WILL BE EMAILED WITHIN 72 HOURS OF APPLICATION DATE.

UPPER POOL RESERVATIONS Residents may reserve the upper pool during the summer months. Dates vary depending on the weather and are determined by the manager. The person making the reservation must be a legal owner or tenant and the fee must be paid at the time of the reservation. The safety of members and guests in use of the pool is of utmost importance and the rules for use are strictly adhered to. No Lifeguard is on duty and use of the pool is "At your own risk".

The fee will include use of the area for 5 hours including the set up and clean up time. Use of the lower pool and spa are not permitted in the rental.

The rules for "Events Not Allowed" applies and violation of this will result in forfeiture of deposit and fees. Management reserves the right to terminate any event for failure to comply with policies.

The Board reserves the right to terminate rental privileges of the upper pool at any time.

Guidelines for reservations are as follows:

1. Reservations are limited to 2 times during the week (M-F).
2. Reservations are limited to 1 weekend day and must end by 8:30 pm.
3. Reservations may be made up to 6 months in advance, but not less than 3 weeks prior to the event without management approval.
4. No more than one party per season per household without prior management approval.
5. Reservations will not be accepted for holiday weekends or during community events such as Memorial Day, July 4th, Labor Day or Annual BBQ.
6. No event to exceed 30 people including supervisors.
7. Each event will be required to have adequate adult supervision with a required adult/child ratio as stated below.
8. Supervisors and member must be present at all times.
9. Resident must designate in writing 72 hours prior to the event the responsible supervisors who will be in attendance. Failure to provide this will result in cancellation of the event and forfeiture of the deposit.
10. Food is permitted but must be kept in the upper pool area only.
11. No cooking/BBQs are allowed in the pool area. Use of the barbecue area can be obtained with additional fees being paid.
12. No alcohol is permitted in the pool area.
13. No live or loud music is permitted.
14. At the end of the event, the Resident is responsible for clean up, furniture in place, trash removed and checking out with the staff to determine status of refund. The refund will be processed within 72 hours after the event. Checks are mailed to the owners address after the event.
15. All guests must sign in at the front desk the day of the event.

Maximum of 20 people under 18 years of age.

1 person-(21 or older) for each 3 people 7-12 year of age.

1 person-(21 or older) for each 5 people 13-17 years of age.

ALCOHOL AND TOBACCO USE POLICY

This is a non-smoking facility. Smoking is prohibited anywhere on the grounds of the Clubhouse outside or within the building. Smoking is prohibited in the parking area. Alcohol is prohibited in the building, pool area, and tennis court or barbecue area at any time. The only exception to this rule is when a private party has been made and the appropriate waiver **has been signed**. The CABH Social Committee may have events where alcohol is served. These events are limited to those **21 years or older**.

PHOTOGRAPHY

Photography of the facility or staff is **prohibited** without prior written consent. This is a private facility and the staff and guests have a reasonable expectation of privacy.

DISCRIMINATION OR HARRASSMENT POLICY

This facility will be maintained free from discrimination or sexual harassment or employee harassment by or against any staff, vendor, member, or guest.

RULES AND REGULATIONS ENFORCEMENT

Non-compliance with any of the aforementioned rules and regulations will be considered a violation. Violations may lead to suspension of use, privileges or other appropriate action up to and including monetary fines and penalties including legal costs. Staff may eject the violator and suspend use of the premises until a hearing can be held before the board.

The first violation will result in a notice to the file and the owner may be called to a hearing before the board. A **hearing will require notice be made to the owner not less than 10 days prior to the hearing date unless waived by the owner. Determination of action by the board will be mailed to the owner within 15 days following the action. The owner may comply with the determination to resolve the violation. Payment of any monetary penalty does not preclude the necessity of ongoing compliance. The violator may also be liable for monetary damages up to and including legal fees. Penalty schedule is attached to this document as Addendum A.**

ADDENDUM A

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 &	\$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, 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
NECESSITY OF COMPLIANCE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LaBarre/Oksnee Insurance 30 Enterprise, Suite 180 Aliso Viejo CA 92656		CONTACT NAME: PHONE (A/C, No, Ext): 800-698-0711 E-MAIL ADDRESS: proof@hoa-insurance.com FAX (A/C, No): 949-588-1275		
INSURED The Community Association Of Bernardo Heights c/o PCM - an Associa Company 16150 Bernardo Heights Parkway San Diego CA 92128		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Philadelphia Indemnity Ins. Co		18058
		INSURER B : PMA Insurance Group		12262
		INSURER C : Accredited Surety And Casualty		26379
		INSURER D :		
INSURER E :				
INSURER F :				

COVERAGES **CERTIFICATE NUMBER: 1411003146** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2611430-002	10/2/2025	10/2/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2611430-002	10/2/2025	10/2/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB884780-002	10/2/2025	10/2/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	2025011491851Y	10/2/2025	10/2/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C	Property Crime/Fidelity Bond Directors & Officers	Y Y	PHPK2611430-002 4125011491851Y 1-SKN-CA-01251816-02	10/2/2025 10/2/2025 10/2/2025	10/2/2026 10/2/2026 10/2/2026	\$10,000 Deductible \$3,077,389 \$10,000 Deductible \$2,000,000 \$25,000 Deductible \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HOA consists of 3,488 units. Located in San Diego, CA.

Management Company is Additionally Insured on the General Liability, D&O Liability, and Fidelity Bond.

See 2nd page of certificate of insurance for further coverage information.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Associa Management Company
16150 Bernardo Height Pkwy
San Diego CA 92128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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AGENCY LaBarre/Oksnee Insurance		NAMED INSURED The Community Association Of Bernardo Heights c/o PCM - an Associa Company 16150 Bernardo Heights Parkway San Diego CA 92128	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage is for COMMON AREAS ONLY

Coverage Includes:

Special Form with 100% Replacement Cost including common area elements

Business Personal Property: \$258,500

Wind/Hail (excludes direct loss to Trees/Shrubs)

Equipment Breakdown

Building Ordinance or Law A+B+C

Severability of Interest / Separation of Insureds

Computer Fraud & Funds Transfer Fraud

No Co-Insurance

Hired & Non-Owned Auto

D&O is a claims-made policy

Excess Crime/Fidelity Bond:

Excess Fidelity Bond Carrier: Westchester Fire Insurance Company

Excess Fidelity Bond Policy Number: G47430240 003

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.