

RIO VISTA COMMUNITY ASSOCIATION

December 1, 2023

Rio Vista Community Association Owners

Re: **2024 Annual Disclosures and Supplemental Information – Policy Statement and Annual Budget Report**

Dear Owners:

Please find enclosed the above referenced disclosures and supplemental information, most of which are required under California Civil Code; and the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (Rio Vista) recorded on November 29, 2005, as document number 0205330185 in the Office Records of the Kern County Recorder's Office (the "CC&Rs"). Each section that follows identifies the authority mandating disclosures as appropriate. The name of the association for our community is the Rio Vista Community Association ("RVCA"). The words "Owner" and "Members" are used interchangeably in this notice.

The Board of Directors approved the 2024 Operating Budget. **The Regular Assessment for 2024 shall remain at \$100.00 per month.** Billing will be sent monthly on the 1st of the month unless the 1st falls on a weekend or holiday, then the billing will be mailed on the first weekday prior to the weekend or holiday. Payment is due on the 1st of each month regardless of receipt of monthly invoice and will be considered past due on the 16th of each month.

All actions taken by the Board of Directors shall be consistent with the CC&Rs and governing law. RVCA has contracted with HOA Management Solutions, Inc. to provide its association management services ("Management").

All Owners are invited to the Board of Directors meetings, which are set forth in the enclosed 2024 Calendar of Events for RVCA. Please refer to www.hoacity.com/rvca for meeting updates, agendas, meeting minutes, governing documents, architectural forms, the Community Manual, policies, and procedures, and much more.

Meeting agendas will be posted a week prior to the meeting but in no case less than four days prior to the meetings. Meeting minutes will be available within 30 days of the meeting. Meetings are generally held in close proximity to RVCA, via Zoom video conferencing, or at the management office at 2225 E Street, Suite 201, Bakersfield, California 93301, unless otherwise designated. Although in-person board meetings have resume, they are usually simultaneously presented on Zoom video conferencing.

The 2024 Board of Directors are Fred Wiley, President; Phil Crosby, Vice President; Raj Doshi, Chief Financial Officer; Bill Slocumb, Secretary; and there is one vacancy. The Board will appoint an Owner to fill that vacancy in the first quarter of 2024.

Additionally, RVCA is a Subsidiary Association of Rio Bravo Community Association ("RBCA") and RVCA's current Delegate is Craig Michaud, and the Alternate Delegate is Raj Doshi. Delegates for 2024 will be elected on December 29, 2023. The Delegate and Alternate Delegate represent the interest of RVCA, including voting on behalf of RVCA Owners, when necessary, in the RBCA affairs.

Page 1 of 22

RIO VISTA COMMUNITY ASSOCIATION

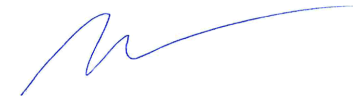
RVCA Board of Directors can be any Member nominated pursuant to the Election Rules. Delegates are voted upon per the RBCA governing documents.

The primary purpose of these disclosures is to provide you with annual policy statements and budget reports at RVCA, so you understand why you pay assessments, how much you pay, and how the money is utilized by RVCA. The documents and information that follow provide additional details. You may express any comments you have regarding these disclosures by contacting RVCA. Please note that RVCA's annual disclosures do not replace or supplement any required disclosures by Rio Bravo Community Association.

Although an effort to ensure the accuracy of these administrative and financial disclosures was made, the Board of Directors reserves the right to correct, update, or otherwise modify these disclosures. References to California Civil Code sections are taken from the Condominium Bluebook and from www.davis-stirling.com.

If you have any questions, please call, or email me at the contact reference on this letterhead.

Respectfully submitted,



Mario Valenzuela, President
HOA Management Solutions, Inc., and Manager for
Rio Vista Community Association

MV:

Enclosures

12-1-23 RVCA 2023 Annual Disclosures Final

RIO VISTA COMMUNITY ASSOCIATION

DISCLOSURES OR SUPPLEMENTAL INFORMATION – Policy Statement

- **Declaration, Articles, & Bylaws (Governing Documents) Availability**

If requested by an Owner in writing, within 10 days, RVCA will provide a true and correct copy of the CC&Rs, Bylaws, and Community Manual, or other related documents. There is a nominal fee for this request if a physical copy is desired. Complimentary copies are available online at www.hoacity.com/rvca.

- **Designated Recipient for Rio Vista Community Association**

You are hereby notified pursuant to California Civil Code § 4035, that RVCA has designated HOA Management Solutions, Inc. to receive official communications on its behalf.

Mailing Address

HOA Management Solutions, Inc.
Attention: Rio Vista Community Association
Post Office Box 12710
Bakersfield, California 93389-2710

Physical Address* (Overnight Mail/Deliveries)

HOA Management Solutions, Inc.
Attention: Rio Vista Community Association
2225 E Street, Suite 201
Bakersfield, California 93301-3837

*Reception personnel are available during business hours. Appointments are encouraged for Management.

- **Right to Submit Second Address**

You are hereby notified pursuant to California Civil Code § 4040(b), that you have the right to designate a second address for purposes of receiving certain documents set forth in California Civil Code § 5300, Annual Budget Report; California Civil Code § 5650, Debt of Owner; Late Charges and Interest; and California Civil Code § 5710, Foreclosure Procedure. You must submit your request in writing.

- **Owner Requirement to Update Contact Information and Property Status**

You are hereby notified pursuant to California Civil Code § 4041 to provide an annual update to your contact information and property status. More specifically, your address or addresses to which notices from RVCA are to be delivered; An alternate or secondary address to which notices from RVCA are to be delivered; the name and address of your legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of your extended absence; and the status of your property, such as whether you are the owner-occupier, the property is rented out, the parcel is developed but vacant, or if the parcel is undeveloped land.

- **General Notice Location**

You are hereby notified pursuant to California Civil Code § 4045(a)(3), the location designated for posting of a general notice will be on or adjacent to the mailbox structures for RVCA. Additionally, information and notices will be available online at www.hoacity.com/rvca.

RIO VISTA COMMUNITY ASSOCIATION

- **Right to Individual Delivery**

You are hereby notified pursuant to California Civil Code § 4040(b), that you have the right to have general notices delivered individually. Individual delivery includes first-class mail, postage prepaid, registered, or certified mail, express mail, or overnight delivery by an express service carrier. If a recipient consents in writing, individual delivery includes E-mail, facsimile, or other electronic means. The consent may be revoked, in writing, by the recipient.

- **Right to Attend Meetings & Receive Minutes**

Every Member has the right to attend board meetings. Rio Vista Community Association is a transparent organization that complies with Common Interest Development Open Meeting Act California Civil Code § 4900.

You have the right to receive copies of the Minutes pursuant to California Civil Code § 4950(b).

Copies of all minutes, except executive sessions, are available to all Owners within (30) days of a meeting and are posted online at www.hoacity.com/rvca.

- **Collection and Lien Policy**

You are hereby notified pursuant to California Civil Code § 5730 of the assessment collection policy, as follows:

POLICY AND PROCEDURE FOR COLLECTION OF DELINQUENT ASSESSMENTS, FEES, CHARGES AND COSTS

The Board of Directors at their meeting of November 22, 2005, adopted the following policies and procedures regarding the payment and collection of Delinquent Assessments, Fees, Charges and Costs. An amendment to these policies was approved on October 7, 2015.

Assessments – Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs – The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency – The term “delinquency” shall include any delinquent unpaid regular or special assessments, fees and costs owed on the account.

Partial Payments – If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all amounts due prior to the Association's obligation to inform the Owner that of any rights to resolve any dispute pursuant to California Civil Code § 5975, civil action, or any other procedure available through the Association.

RIO VISTA COMMUNITY ASSOCIATION

Payments – Payments received after a delinquent account is assigned to the Association’s attorney for collection shall be forwarded by the Association directly to the attorney. If a partial payment is accepted, it shall be credited first to outstanding principal balances on the member’s account pursuant to California Civil Code § 5655 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans – The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the pre-lien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the Board of Directors based upon the circumstances of each delinquent account.

Personal Liability – All assessments, late charges, interest, and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied per California Civil Code § 5650(a).

Returned Check Charges – The return check charge shall be \$25 and then increases pursuant to California Civil Code § 1719 and shall be added to the account of any member whose check to the Association is returned dishonored by the member’s bank.

Statements – Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection cost incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges – If a member’s account becomes delinquent and the Association is required to incur certain charges due to the member’s delinquency, the Association’s policy is to not waive the delinquent member’s payment to these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member’s delinquency.

Collection Timeline – The following collection timeline will apply to delinquent accounts.

NON-JUDICIAL FORECLOSURE COLLECTION TIMELINE	
Due Date (All dates applicable following monthly billing.)	1 st Day
Past Due	16 th Day
Late Fee Imposed	16 th Day
Late Reminder	25 th Day
AFTER 30-DAYS	
Finance Charge Imposed	31 st Day
Courtesy Call	31 st Day
Collection Monitoring	31 st Day
Monitoring Fee	31 st Day
Pre-Lien Notice & IDR	35 th Day
Courtesy Call	45 th Day
AFTER 60-DAYS	
Propose on Regular Meeting agenda	30 days after Pre-Lien Notice

RIO VISTA COMMUNITY ASSOCIATION

Vote to lien in open session	During Regular Meeting
Notate decision in minutes or writing	After Meeting
Record Lien	After Board vote
Send Recorded Copy of Lien via Certified Mail	Within 10 days after recording
Set on Executive Meeting agenda	30 days after recording lien
Vote to foreclose, NOD and NOS	During Executive Session
Notate decision in minutes or writing	After meeting
AFTER 100-DAYS	
15-Day Notice of Intent to Foreclose	
AFTER 120-DAYS	
Record Notice of Default	Assessments must be at least \$1,800- or 12-months' delinquent
Send Recorded Copy of Notice of Default via Certified Mail	Within 10 days after recording
Personal Service of Recorded Notice of Default	Immediately after recording, serve same as a Summons
AFTER 160-DAYS	
Record Notice of Sale	Must be 90 days after Notice of Default is recorded
Publish and Post Notice of Sale	Must be done 3 weeks prior to sale
Sale Conducted	
Record Certificate of Sale	After Sale
AFTER 185-DAYS	
Mail copy of Certificate of Sale	
AFTER 275-DAYS	
Issue Trustee's Deed	After 90-day redemption period expires

In lieu of proceeding to a nonjudicial foreclosure sale against the property, the Board may elect to proceed with a judicial suit for collection of the delinquencies, including judicial foreclosure. All fees and costs associated with the foreclosure or judicial suit for collection shall be charged to the delinquent homeowner's account.

- **Assessment and Foreclosure Notice**

The following notice regarding assessments and foreclosure is required under California Civil Code § 5730 and 4040(b).

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 NONJUDICIAL FORECLOSURE

RIO VISTA COMMUNITY ASSOCIATION

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the lien is not paid. Assessments become delinquent 15 days after they are due unless the governing documents of the association provide for a longer time. (§§ 5600(a), 5605(a), 5605(c) and 5650(a) of the Civil Code)

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests if the governing documents provide for this. (§§ 5600(a), 5605(a), 5605(c) and 5650(a) of the Civil Code)

The association must comply with the requirements of § 5650(a) 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. (§ 5650(a) 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. Among these documents, the association must send 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. (§ 5650(a) 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. (§ 5650(a) 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. (§ 5650(a) of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (§ 5650(a) of the Civil Code)

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (§ 5650(a) of the Civil Code)

RIO VISTA COMMUNITY ASSOCIATION

- **Address for Overnight Payments**

You are hereby notified pursuant to California Civil Code § 5655 that the mailing address for overnight payment of assessments is:

Rio Vista Community Association
In care of: HOA Management Solutions, Inc.
2225 E Street, Suite 201
Bakersfield, California 93301-3837

- **Rules Enforcement Policy**

You are hereby notified pursuant to California Civil Code § 5850 of the rules enforcement policy, as follows:

VIOLATION AND FINE PROCEDURE

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Notice of Hearing” and shall request appearance on a specified date to be heard by the Board of Directors.
3. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may impose a fine and / or seek legal relief.

The fine schedule is as follows:

Description of Items	Amount
MINOR VIOLATIONS	
First Infraction	\$100.00
Second (same infraction)	\$200.00
Third (same infraction)	\$300.00
MAJOR VIOLATIONS (per occurrence)	\$100.00
i.e., Failure to obtain architectural (ARC) approval prior to making	
an exterior modification, negligent damage to Association property,	
life-threatening or safety violations, etc.	

Please note: Special Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

RIO VISTA COMMUNITY ASSOCIATION

Reporting Violations:

Except in those cases where a violation is visually verified (i.e., storage of garbage containers, unauthorized architectural improvements, recreation vehicle storage in driveways, etc.), concerned homeowners may report a violation in writing and the complaint must be signed by a minimum of two (2) separate Lot Owners.

Anonymous letters or complaints will not be acted upon unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee the name will remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, should the matter come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor in compliance with the neighbor-to-neighbor dispute resolution policy.

- **Dispute Resolution Procedures Summary**

You are hereby notified pursuant to California Civil Code §§ 5965, 5850 of the dispute resolution procedures, as follows:

Alternative Dispute Resolution Notice required under California Civil Code § 5965.

The Alternate Dispute Resolution requirements are set forth in detail in the CC&Rs, Article XIX. Notwithstanding the requirements of Article XIX, an association or a member may not file an enforcement action in court unless the parties submit their dispute to alternative dispute resolution under Article XIX of the CC&Rs. Alternative dispute resolution does not apply to Small Claims actions and other limitations may apply.

"Failure of a member of the association to comply with the alternative dispute resolution requirements of § 5930 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

Internal Resolution Procedure, California Civil Code § 5915.

“5915. (a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article 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.

RIO VISTA COMMUNITY ASSOCIATION

(2) A member of an 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.

(c) An agreement reached under this section 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 common interest development or 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.

(d) A member of the association may not be charged a fee to participate in the process.”

- **Architectural Review Procedures**

You are hereby notified pursuant to California Civil Code § 4765 that RVCA has detailed procedures for any architectural request. No structural alterations or modifications to the exterior are permitted without the prior written consent of the Design Review Committee (DRC) as provided in the Association’s CC&Rs.

The architectural procedures are set forth in detail with the ARCHITECTURAL REQUEST FORM and is available online at www.hoacity.com/rvca or by written request.

- **Community Handbook**

RVCA provides a Community Handbook, which is available at www.hoacity.com/rvca with further information on a number of policies, including General Rules, Architectural Procedures and Forms, Landscape and Design Review Requirement, Neighbor-to-Neighbor Dispute Policy, Violation Report Form, and more. The Community Handbook is not exhaustive and is a progressive document that should be consulted often.

RIO VISTA COMMUNITY ASSOCIATION

- **Calendar**

January 18, 2024 – Thursday	Board Meeting – Election of Officers Accounting Reconciliation & Debt Review Formation of Committees / Review of Annual Goals Insurance Policies and Renewal Review
March 21, 2024 – Thursday	Board Meeting Review of 2023 Financial Statements & Tax Returns
May 16, 2024 – Thursday	Board Meeting
May 30, 2024	Early Notice of Nomination Deadline [Board Members & RBCA Delegates]
July 18, 2024 – Thursday	Board Meeting
July 29, 2024	Notice of Delivery Date for Nomination Procedures and Deadline [Board Members & RBCA Delegates]
July 29, 2024 – August 21, 2024	Reminder Notice of Nomination Deadline
August 28, 2024	Nomination Deadline
September 19, 2024 – Thursday	Board Meeting
September 2 – September 11, 2024	Select Inspector of Elections
September 17, 2024	Pre-Ballot Notice Date
October 11, 2024	Voter List and Candidate Registration List Correction Deadline
October 17 – October 22, 2024	Ballot and Election Rule Mailing Date and Finalize Voter List
October 17, 2024 – Thursday	Board Meeting 2025 Operating Budget Preparation 2025 Calendar of Events Preparation 2025 Operating Budget and Annual Disclosures
November 21, 2024 – Thursday	Board Meeting Voting Deadline and Ballot-Counting Meeting Annual Board Meeting
December 6, 2024	Election Results Deadline

RIO VISTA COMMUNITY ASSOCIATION

DISCLOSURES AND SUPPLEMENTAL INFORMATION – Annual Budget Report

The 2023 financial information are under review by a Certified Public Accountant and will be mailed to Owners. A copy will be made available in the Documents tab of www.hoacity.com/rvca. The Board contracted with Joyce Jimenez, Jimenez and Company, as the Certified Public Accountant and is awaiting the completion of the financials.

- **2024 RVCA Operating Budget**

The pro forma operating budget is required under California Civil Code § 5300(b)(1). The 2024 Operating Budget is set forth below for your review.

Rio Vista Community Association 2024 Operating Budget January - December 2024

		Total
Income		
4021 Cost Sharing Reimbursement		10,000.00
4105 Rio Vista Community Association		52,800.00
		0.00
Total Income	\$	62,800.00
Gross Profit	\$	62,800.00
Expenses		
Accounting		
6020 Accounting Services - Financials		1,000.00
6021 Accounting Services - Tax Preparation		200.00
Total Accounting	\$	1,200.00
General & Administrative		
6010 Bank Service Charge		60.00
6040 Insurance-		2,300.00
6055 Reserve Study		1,020.00
6081 Facility Rentals		1,400.00
6096 Cost Sharing		8,520.00
Total General & Administrative	\$	13,300.00
General Landscaping Maintenance		
6074 Water		4,000.00
6087 Landscaping Maintenance		8,400.00
6088 Landscaping Repairs		1,500.00
6094 Gardening - Extras Supplies		2,100.00

RIO VISTA COMMUNITY ASSOCIATION

Total General Landscaping Maintenance	\$	16,000.00
General Management		
6022 Accounting Website Subscription		680.00
6035 Management		9,000.00
6045 Website Maintenance		120.00
6060 Office Expense		4,176.00
6061 Office Supplies		200.00
6062 Copying & Printing		1,380.00
6063 Postage & Shipping		420.00
6070 Telephone		150.00
6075 Property Records Subscription		60.00
Total General Management	\$	16,186.00
General Street Maintenance		
6073 Electricity Street Lights		1,200.00
6082 Street Sweeping		360.00
6086 Street Maintenance		300.00
6091 Street Lighting Maintenance		500.00
Total General Street Maintenance	\$	2,360.00
Legal		
6050 Legal Services		1,210.00
6051 Legal Costs		492.00
Total Legal	\$	1,702.00
Repair & Maintenance		
6084 Storm Drain Cleanout		1,008.00
6085 Repairs and Maintenance		840.00
Total Repair & Maintenance	\$	1,848.00
Taxes		
6030 Corporation Regulatory Fees		60.00
6031 Corporation Taxes		144.00
Total Taxes	\$	204.00
Total Expenses	\$	52,800.00
Net Operating Income	\$	10,000.00
Other Expenses		
Cost-Sharing Out		10,000.00
7501 Reserve Contributions		0.00
Total Reserves Expenses	\$	10,000.00
Total Other Expenses	\$	10,000.00
Net Other Income	-\$	10,000.00

RIO VISTA COMMUNITY ASSOCIATION

Net Income

\$

0.00

- **Reserve Study Summary / Funding Plan / Major Component Repairs / Calculations / Assessment & Reserve Form**

This reserve study summary notice is provided pursuant to California Civil Code § 5300(b)(3) in conformance with California Civil Code § 5565.

Excerpts of the October 23, 2021, Reserve Study for fiscal calendar starting January 1, 2022, Preliminary Report pages performed by Reserve Study Specialist are included below. Reserves allocations are consistent with the Reserve Study recommendations. Any member may receive the full reserve study plan upon request from RVCA. A full inspection Reserve Study will take place in 2024. The 2021 reserve study will be posted at hoacity.com/rvca.

RVCA funds reserves from the monthly assessments. An unforeseen event could cause the RVCA to consider a special assessment and/or a loan to deal with such unforeseen event.

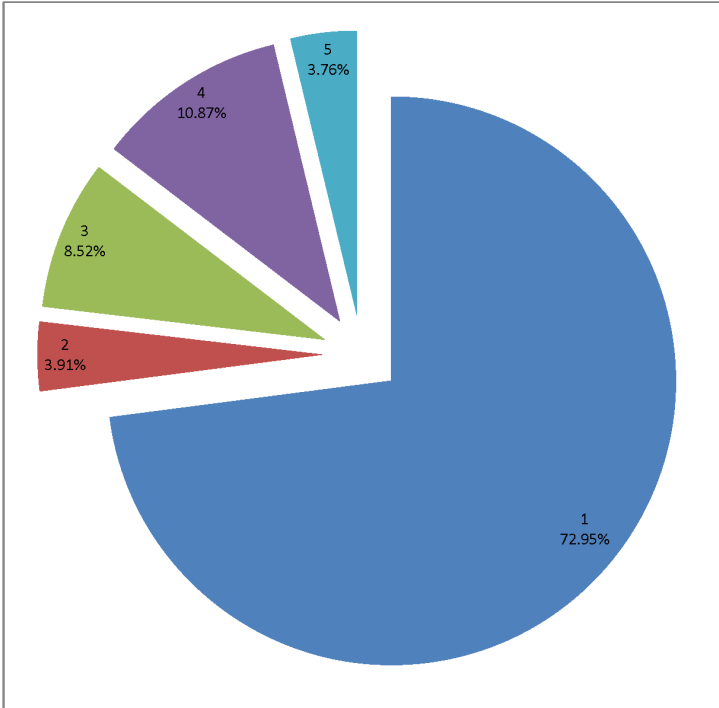
The reserve study summary notice provides calculations utilized to create the reserve study projections. The Assessment & Reserve Form provided pursuant to California Civil Code § 5570 is included in the reserve summary below.

Based on the October 23, 2021, Reserve Study Report, RVCA provides this Assessment and Reserve Funding Disclosure Statement for Fiscal Year 2024. The current assessment per unit is \$100.00 per month average per unit. There are no additional regular or special assessments planned for 2024 at this time.

RIO VISTA COMMUNITY ASSOCIATION

PRESENT % ANNUAL LIABILITY OF MAIN EXPENSE CATEGORY

RIO VISTA CA



1- ASPHALT	72.95%
2- CONCRETE REPAIRS	3.91%
3- LIGHTING	8.52%
4- LANDSCAPING	10.87%
5- OTHERS	3.76%

RIO VISTA COMMUNITY ASSOCIATION

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY¹

RIO VISTA CA Oct 23, 2021, For the Fiscal Year Ending Dec 31, 2021

- (1) The regular assessment per ownership interest is \$100.00 per month
 Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.

- (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:

Date assessment will be Due:	Amount per Ownership Interest per Month (If Assessments are variable, see note immediately below):	Purpose of the Assessment
None at this time.		
	Total:	

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

- (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

NOTE: If the association does not adopt the recommended 30-year funding plan in this reserve study the answer to the question #3 could be NO.

- (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 will be Due:	Amount per Ownership Interest per Month:
	Total:

¹ Civil Code, Section 5570 effective January 1, 2014

RIO VISTA COMMUNITY ASSOCIATION

Page 2 of 2

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY

RIO VISTA CA Oct 23, 2021, For the Fiscal Year Ending Dec 31, 2021

- (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 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$185,048, based in whole or in part on the last reserve study or update prepared by Reserve Study Specialists as of Oct 23, 2021. The projected reserve fund cash balance at the end of current fiscal year is \$127,500, resulting in reserves being 68.90% percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$127,500. (See attached explanation)
- (7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 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 ATTACHED 30 YEAR FUNDING PLAN) 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 ATTACHED 30 YEAR FUNDING PLAN) leaving the reserve at (SEE ATTACHED 30 YEAR FUNDING PLAN) 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 ATTACHED 30 YEAR FUNDING PLAN), leaving the reserve at (SEE ATTACHED 30 YEAR FUNDING PLAN) 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 0.10 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.00 percent per year.

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 55530 [sic; s/b 5550]. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.

[Civil Code Section 5570 (b)(4) referred to paragraphs (6) and (7) provides: "For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the Board to fund in accordance with this calculation."]

DISCLAIMER: The information contained in this disclosure is a PROJECTION ONLY. Because the reserve study is a projection, the estimated lives and costs of components will likely change over time depending on a variety of factors such as (i) future inflation rates, (ii) levels of maintenance applied by future boards, unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience longer lives while others will experience premature failures. Some components may cost less at the time of replacement while others may cost more.

Page 17 of 22

RIO VISTA COMMUNITY ASSOCIATION

30 YEAR RESERVE FUNDING PLAN (RECOMMENDED)

RIO VISTA CA

Calendar Year	Starting Reserve Balance	Total Annual Expenditure	Annual Reserve Contribution	Reserve	Reserve	Contribution	Special Assessment	Interest Received	Tax on Interest	End of Year Balance	Fully Funded Balance	Percent Funded	Deficiency
				Contribution Per Unit Per Month	Contribution Increase %	Increase Per Month							Surplus () Per Unit
2022	\$127,500	\$7,496	\$11,560	\$21.89	1056.00	\$20.00	\$0	\$133	\$33	\$131,664	\$205,328	64.12%	\$1,674
2023	\$131,664	\$2,681	\$22,120	\$41.89	91.35	\$20.00	\$0	\$143	\$36	\$151,210	\$231,698	65.26%	\$1,829
2024	\$151,210	\$60,680	\$32,680	\$61.89	47.74	\$20.00	\$0	\$168	\$42	\$123,336	\$201,547	61.19%	\$1,778
2025	\$123,336	\$18,095	\$33,533	\$63.51	2.61	\$1.62	\$0	\$140	\$35	\$138,878	\$213,783	64.96%	\$1,702
2026	\$138,878	\$10,465	\$34,408	\$65.17	2.61	\$1.66	\$0	\$156	\$39	\$162,938	\$234,746	69.41%	\$1,632
2027	\$162,938	\$1,227	\$35,306	\$66.87	2.61	\$1.70	\$0	\$181	\$45	\$197,153	\$266,325	74.03%	\$1,572
2028	\$197,153	\$1,264	\$36,228	\$68.61	2.61	\$1.75	\$0	\$215	\$54	\$232,279	\$299,589	77.53%	\$1,530
2029	\$232,279	\$39,102	\$37,173	\$70.40	2.61	\$1.79	\$0	\$251	\$63	\$230,538	\$296,808	77.67%	\$1,506
2030	\$230,538	\$49,617	\$38,143	\$72.24	2.61	\$1.84	\$0	\$250	\$62	\$219,251	\$284,248	77.13%	\$1,477
2031	\$219,251	\$10,116	\$39,139	\$74.13	2.61	\$1.89	\$0	\$239	\$60	\$248,453	\$311,658	79.72%	\$1,436
2032	\$248,453	\$7,651	\$40,161	\$76.06	2.61	\$1.93	\$0	\$269	\$67	\$281,164	\$343,224	81.92%	\$1,410
2033	\$281,164	\$1,465	\$41,209	\$78.05	2.61	\$1.99	\$0	\$302	\$75	\$321,134	\$382,820	83.89%	\$1,402
2034	\$321,134	\$81,548	\$42,284	\$80.08	2.61	\$2.04	\$0	\$342	\$86	\$282,127	\$344,443	81.91%	\$1,416
2035	\$282,127	\$9,873	\$43,388	\$82.17	2.61	\$2.09	\$0	\$304	\$76	\$315,869	\$377,540	83.66%	\$1,402
2036	\$315,869	\$11,728	\$44,520	\$84.32	2.61	\$2.14	\$0	\$338	\$85	\$348,915	\$410,756	84.94%	\$1,405
2037	\$348,915	\$6,864	\$45,682	\$86.52	2.61	\$2.20	\$0	\$372	\$93	\$388,012	\$450,839	86.06%	\$1,428
2038	\$388,012	\$4,178	\$46,875	\$88.78	2.61	\$2.26	\$0	\$411	\$103	\$431,018	\$495,851	86.92%	\$1,473
2039	\$431,018	\$49,996	\$48,098	\$91.09	2.61	\$2.32	\$0	\$455	\$114	\$429,461	\$497,464	86.33%	\$1,546
2040	\$429,461	\$452,979	\$49,353	\$93.47	2.61	\$2.38	\$0	\$454	\$114	\$26,176	\$97,245	26.92%	\$1,615
2041	\$26,176	\$29,850	\$50,642	\$95.91	2.61	\$2.44	\$0	\$51	\$13	\$47,006	\$109,283	43.01%	\$1,415
2042	\$47,006	\$7,492	\$51,963	\$98.42	2.61	\$2.50	\$0	\$73	\$18	\$91,532	\$145,209	63.03%	\$1,220
2043	\$91,532	\$1,969	\$53,320	\$100.98	2.61	\$2.57	\$0	\$118	\$30	\$142,971	\$188,941	75.67%	\$1,045
2044	\$142,971	\$112,555	\$54,711	\$103.62	2.61	\$2.64	\$0	\$170	\$43	\$85,255	\$124,639	68.40%	\$895
2045	\$85,255	\$8,187	\$56,139	\$106.32	2.61	\$2.70	\$0	\$113	\$28	\$133,292	\$164,053	81.25%	\$699
2046	\$133,292	\$15,761	\$57,604	\$109.10	2.61	\$2.78	\$0	\$162	\$41	\$175,257	\$198,392	88.34%	\$526
2047	\$175,257	\$5,451	\$59,108	\$111.95	2.61	\$2.85	\$0	\$205	\$51	\$229,068	\$245,426	93.33%	\$372
2048	\$229,068	\$2,282	\$60,651	\$114.87	2.61	\$2.92	\$0	\$259	\$65	\$287,631	\$298,436	96.38%	\$246
2049	\$287,631	\$67,191	\$62,234	\$117.87	2.61	\$3.00	\$0	\$319	\$80	\$282,912	\$289,566	97.70%	\$151
2050	\$282,912	\$5,956	\$63,858	\$120.94	2.61	\$3.08	\$0	\$315	\$79	\$341,050	\$343,145	99.39%	\$48
2051	\$341,050	\$18,271	\$65,524	\$124.10	2.61	\$3.16	\$0	\$374	\$93	\$388,584	\$387,542	100.27%	(\$24)

RIO VISTA COMMUNITY ASSOCIATION

- **Anticipated Special Assessments Statement**

Right to receive a statement as to whether the Board anticipates a special assessment is required under California Civil Code § 5300(b)(4).

The Board does not anticipate any special assessments in 2024.

- **Deferred Maintenance**

The Board does not have any plans to defer maintenance within the RVCA community.

- **Loans**

There are no existing loans to RVCA currently with a third party.

- **Current Insurance Summary**

This insurance summary notice is provided pursuant to California Civil Code § 4920.

The insured is:	Rio Vista Community Association
The type of insurance cover,	Buildings, \$1
policy limit, and deductible are:	Building Ordinance and Law, Covered, \$25,000 & \$10,000
	Specified Property, \$100,000
	Association Fee and Extra Expense, \$100,000
	Automatic Building Increase, 8%
	Property Deductible, \$2,500
	Glass Deductible, \$100
	Master Key, \$100/\$5000
	Backup of Sewer and Drain, \$5,000
	Hired Auto Liability, \$2,000,000
	Non-Owned Auto Liability, \$2,000,000
	Accounts Receivable, \$5,000
	Valuable Papers, \$5,000
	Electronic Data Processing, \$5,000
	Newly Acq Prop or Const Bldg, \$250,000
	Pers Prop at Newly Acq Premise, \$100,000
	Outdoor Signs, \$2,500, \$500 deductible
	Employee Dishonesty, \$300,000, \$2,500 deductible
	Money and Securities, \$5,000, \$500 deductible
	Outdoor Property, \$2,500
	Directors and Officers, \$2,000,000 claim/aggregate
	Liability. \$2,000,000 claim/\$4,000,000 general aggregate
	Medical Expense, \$5,000 per person

RIO VISTA COMMUNITY ASSOCIATION

Tenants Liability, \$75,000 per occurrence
The carrier is: Truck Insurance Exchanges/Farmers Insurance
The policy number is: 60507-25-09

“This summary of the association's policies of insurance provides only certain information, as required by subdivision (a-b) of § 5300 of the Civil Code and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling.

Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.”

- **Record Retention Policy**

On September 24, 2019, the RVCA adopted the Davis-Stirling.com Record Retention Policy with changes, including making all scanned files available to the Secretary of the Board each term for safekeeping.

The following Record Retention Policy was adopted from the policy located at: <https://www.davis-stirling.com/HOME/Records-Retention-Policy> and it does not cover all records or situations but does cover most circumstances. Records may be kept in digital format or tangible form.

A. Permanent

1. Governing Documents

- CC&Rs
- Articles of Incorporation
- Parcel Map
- Bylaws
- Condominium Plan

2. Minutes

- board and membership meetings. (Civ. Code § 5210(a).)
- committees with decision-making authority.

3. Deeds to Property Owned by the Association

4. Architectural Plans for the common areas.

B. Seven Years. To ensure that all statutes of limitations have passed, the following records should be kept for seven years before disposing of them.

1. Financial Records

- budgets
- expense analysis and expense distribution schedules

RIO VISTA COMMUNITY ASSOCIATION

- general ledgers, journals, and charts of account
- year-end financial statements
- accounts payable
- accounts receivable ledgers, trial balances and billing records
- canceled checks and bank statements
- invoices from vendors
- deposit slips
- reconciliations
- petty cash vouchers
- purchase orders

2. Expired Contracts

3. Personnel Records (Per Labor Code 1198.5(c)(1) employers are obligated to keep employee records at least 3 years following the date of termination/separation. Employers can keep them for a longer period, but 3 years is the minimum. Personnel records must be kept indefinitely as long as someone remains an employee.)

4. Insurance Records

- accident reports
- settled claims
- expired policies
- fidelity bonds
- certificates of insurance

5. General Correspondence

6. Closed Litigation Files

7. Newsletters

8. Expired Warranties

9. Tax Returns

10. Owner architectural submittals.

C. One Year. Ballots must be stored by associations in a secure place for no less than one year after the date of the election. (Civ. Code §5125.)

D. Secure Destruction. Whenever an association disposes of records, it must ensure that the records are completely destroyed, preferably by shredding or incineration. Simply throwing them into the trash can result in potential liability if confidential records end up in the wrong hands.

E. Litigation Hold. Records should not be destroyed if the association has notice of or reasonably believes it will be involved in a lawsuit. Based on various California cases, the destruction of records could result in sanctions as summarized below:

Unless justified by the responsible party, the intentional or negligent destruction, concealment, alteration or failure to preserve documents, data, information, or other evidence, reasonably known, at the time when it is eliminated, to be relevant to the issues or subject matter of reasonably knowable, pending or probable litigation, shall be subject to appropriate sanctions imposed in the pending action against a party if and to the extent such elimination of potential evidence is a reasonably certain cause of the substantial impairment of or significant prejudice to the ability to prove or disprove an element of the cause of action or defense.

RIO VISTA COMMUNITY ASSOCIATION

Intentional, grossly negligent, or other culpable conduct, done for the purpose of destroying or preventing the use of evidence or without reasonable concern for preserving evidence, and proximately causing the destruction or unavailability of relevant evidence in known pending or reasonably imminent litigation, may result in exemplary or punitive sanctions in order to adequately compensate the victim of such conduct or to deter future culpable conduct.

Corrections or updates to this Annual Disclosures will be updated via the newsletter, mailing inserts, or the RVCA website.