THE ROOFS/GUTTERS/SIDING DAMAGED AND REPAIRED DUE TO STORMS

7574 Burgoyne

4103 Brookfield

4105 Brookfield

4107 Brookfield

4115 Brookfield

4116 Brookfield

4123 Brookfield

4125 Brookfield

4131 Brookfield

4135 Brookfield

4147 Brookfield

4167 Brookfield

4193 Brookfield

60 Creeks Edge

4074 Savannah

4075 Savannah

4080 Savannah

4083 Savannah

4094 Savannah

4050 Weymouth





4064 Weymouth

4066 Weymouth roof and gutter

4072 Weymouth

4075 Weymouth

4077 Weymouth

4078 Weymouth

4081 Weymouth

4082 Weymouth

4083 Weymouth

4112 Weymouth

4092 Savannah gutter

EXCEPTION:

4093 Weymouth – owner must remove the solar panel before work can commence

4094 Weymouth

4098 Weymouth

4109 Weymouth



PAGE 2 - AGENDA

PAGE 3 – MINUTES

PAGE 4 – LIENS & FORECLOSURESIN THE QUE

PAGE 5 - PROJECTS AND OTHER INFO

PAGE 10 - EDUCATION CORNER -

ATTACHMENTS

VIOLATIONS

CREDIT REPORTING

PENDING HOA LEGISLATION



Wildwood HOA **Board Meeting Agenda** March 24, 2023

CALI to order:	Time:
Attendees:	
respond to stateme Speakers must obs disruptive behavior before sitting down	each attendee may address the board for up to 3 minutes. A director or manager may briefly ents made or questions posed. Herve rules of decorum and not engage in obscene gestures, shouting, profanity, or other If a speaker is in the middle of a sentence when time is CALled, he/she may finish their thought The time guidelines ensure that others have an opportunity to speak. Speakers may not allot All persons must follow Meeting Rules "Roberts Rules".

•	Approval of minutes
	M
	S
	С
•	Treasurer's report*

М

S C

Manager's report to include Insurance Renewal** Μ

S C

Liens

M

S C

Adjournment of open meeting



Board Meeting Minutes September 20, 2022 Meeting Time: 3:00 P.M

CALI to order: 3:05 p.m.

Attendees: Patrick, Diana, Fred, Lisa

Absent:

No community members were in attendance.

• The Board resolved the approval of minutes for July 2022.

M - D

S-Y

C - All

• The Board resolved to accept the Treasurer's report.

• M - D

S-Y

C - All

• The Board resolved to accept the Manager's report. **

M - D

S-Y

C - All

Liens N/A

- Adjournment of open meeting: 8:00 p.m.
- Report posted online @ lisafranchoa.com within 30 days of the meeting.
- ** Report posted online @ lisafranchoa.com within 30 days of the meeting.

KEY:

M= MOTION S= SECOND C= CARRIED A=AII

Secretary,

Diana Pop

LIENS AND FORECLOSURES

049-0310-004-0000	**3600
049-0320-050-0000	4200
049-0320-019-0000	**1500
049-0310-025-0000	6200
049-0310-041-0000	*22000
049-0310-049-0000	*8000
049-0310-048-0000	29000
049-0320-035-0000	5130
049-0310-010-0000	11500
049-0310-020-0000	6624
049-0320-020-0000	6500
049-0320-032-0000	6550
049-0320-038-0000	1882
049-0330-015-0000	#1680
049-0350-019-0000	##16630
049-0320-007-0000	2530
049-3020-017-0000	9000

- * IN ESCROW CLOSING STATUS
- ** CC&R VIOLATIONS ONLY
- ## CC&R VIOLATIONS, DUES DELINQUENT
- # REQUESTS MEET & CONFER (SEE BELOW)

From: Ramu P < rpgbat@gmail.com>

To: Lisa Lindsay < lweymouth@yahoo.com>

Cc: lisa allen <lisafranchoa@gmail.com>; Janelle <janelle@residentialequitymgmt.com>

Sent: Sunday, March 19, 2023, at 12:25:48 PM PDT

Subject: Re: 4197 Brookfield Dr - March 8 letter - Dispute 1120\$ A1-assessment

As you might have known us owning this unit for more than 9 years, we are responsible homeowners who take care of their units well and tenants well by maintaining high standards for units, and pays monthly dues on time. As a landlord, we have our expenses of mortgage, maintenance, bills etc....to take care of. 1150 dollars is a big expense for us. If there is an option for bulk pickup as mentioned during the call, I feel all homeowners/tenants have to be notified. Similar to spring cleaning, we can have community wide set dates where folks can bring unwanted stuff to dispose of. This would be a good service for residents living there, please consider this and send details in communications and post it to the community as well. I can talk with the Board as well during the meeting. This will help make our community better in-time for the spring season. Tenant had disagreed at that time when we brought it to their attention, and our property manager came in person at that time to discuss this regard as well. Pls advise on next steps.

Did you not see in the pictures attached, that your tenant left documents with your unit address in the trash/refuge they dumped on the sidewalk.

Additional dumped items were in the street and leaned up against the Association's common area fence.

The dumping is on the other side of the common area fence that aligns your carport.

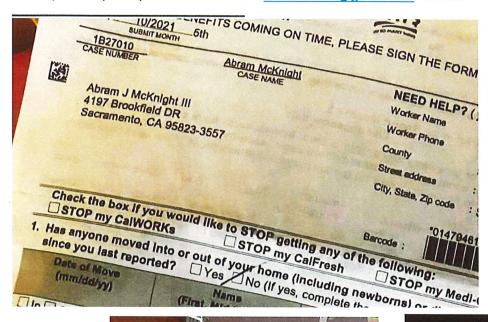
What intrigues me is how some residents display disregard for these properties and owners seem to support that.

On Saturday, March 18, 2023, 6:50 PM, Ramu P < rpgbat@gmail.com > wrote:

At that time tenant confirmed it is not them

Pls help solve and let me know on board meeting date and time to attend and appeal

On Sat, Mar 18, 2023, 9:08 AM lisa allen lisafranchoa@gmail.com> wrote:









On Fri, Mar 17, 2023 at 11:09 AM Ramu P < rpgbat@gmail.com > wrote:

Hi Lisa,

We received a letter indicating a balance due of 1680.00. Looking at the statement, I find an A1-assessment of 1120. We have been paying our dues every month diligently through autopay. I am not able to understand why it has a balance of 1680, as I see checks for every month. Please help check for discrepancies.

As mentioned by you, this 1120 charge date 04/30/21 is related to dumping. At that time, we talked to tenants and they confirmed it was not them. Our prior property manager came in person to address this issue as well, we though all along this has been resolved. It was a surprise to find a pending balance after more than 2 years. As a HOA management company, can you please help provide owners any pending balance issues immediately to address instead of sending to owners after a period of 2 years.

I want to bring these issues to Board meeting. Please add our item to board meeting agenda, and let me know the next Board zoom/virtual meeting details to come in front of board to tell our side of the story and appeal on this issue.

++ Property manager @Janelle fyi

Thanks, Ram

6504833480

PROJECTS:

Asphalt

The asphalt company couldn't start the 1st week of March per our contract due to off and on rain. They are hoping to start after 5 days of dry weather.

THE CONTRACT

Clean out potholes throughout HOA (16) areas totaling approx 976 sq ft We propose to furnish all labor, materials, equipment, transportation, taxes & nsurance to perform the following work as per specifications.

- 1. Proceed with caution avoiding property markers drains etc. Saw-cut & demo existing pavement surface down 3" on average in multiple areas Dispose of materials off job site Inspect grounds to ensure that surface is stable & suitable for new pavement. NOTE: Saw-cut & remove any visible tree roots.
- **2.** Prep grade existing sub-base to level surface slope were necessary for proper water drainage away from any building structures directing water flow into all functional storm drains on property.
- **3.** Wet & compact sub-base to industrial standards to ensure surface is compacted & stable to a minimum of 95% relative compaction on average.
- **4.** Apply a ss1-h adhesive bonding tac oil glue to existing vertiCAL edges to bond with new layer.
- 5. Install a 3" layer of hot 1/2" asphalt mix over prepared surface compact Individual layer surface at 95% relative compaction. approximately 600sqft.

NOTE: North CAL paving has reserved the rights to this wording and format on estimate it shall not be shared with any other contractors to avoid legal action.

NOTE: That all workmanship performed by North CAL paving is backed by a 3 year guarantee doesn't cover any acts of nature including cracks weeds sink holes and accidental damage.

NOTE: North CAL paving will notify USA north to determine underground utilities to avoid any damage to Hidden underground Utilities.

NOTE: North CAL paving will provide their own water for project use and will provide a portable restroom for all employees on job site.

NOTE: North CAL paving will provide safety cones and caution tape for all vehicle and foot

traffic to create a safe working zone.

1 x \$7,000.00

Total = \$7,000.00



MORE STORM DAMAGE

FRANK HAS REAIRED 34 ROOFS

SIDING ON 6 UNITS

REPLACED TRIM BLOWN AWAY IN THE STORM ON 2 UNITS

REPLACED GUTTERS ON 5 SO FAR







Invoice Number:	7592-1
Service Date:	Feb 01, 2023
Invoice Date:	Feb 02, 2023
Customer Name:	Wildwood HOA Lisa Manager
Service Address:	4105 BROOKFIELD

Services	qty	unit price	amount
Sub pump and sewer line	1.0	\$3,200.00	\$3,200.00
This estimate is to install a drain line from the front of the house to front. We will dig a trench to install a sub pump to manage the was towards the street so front of house won't get flooded. We will dig a drain line towards the street so the water will drain down street install a <u>weather proof</u> electrical plug outside of the house in orde gump, this is only to the sidewalk as soon as we hit concrete side out and jack harmmer the <u>side walk</u> in order to install the drain and street. We will also repair the concrete once our work is done			
Saw cut and Jack hammer	1.0	\$1,200.00	\$1,200.00
this is to saw cut and jack hammer the sidewalk <u>in order to</u> install and jack <u>hammer</u> we will do any concrete repair necessary on the			
Warranty - Standard Warranty and/or permits or inspection.	1.0	\$0.00	\$0.00
Pipe repair of any kind. We will warranty our work for 1 yea Water line replacement warranty. We will warranty water li	an an And wid an And was an And that an and sad was and was un		

installed in copper. We will warranty for 1 year if pyc is used.

Sewer line replacement warranty. We will warranty sewer line for leaks and labor for 5 years. We can not warranty against ground movement or tampons or baby wipes or grease. We will also not cover any foreign objects.

Sewer spot repair. Warranty 1 year for leaks and labor on our pipe and connections. We <u>can not</u> warranty the old pipe side unless stated separately. No warranty on orange burg pipe.

Water heater installed will come with 1 year warranty. Manufacturer will cover remainder of warranty.

Toilet install will come with 1 year warranty. Manufacturer will cover the remainder.

We will not warranty any Kitec repairs. We always suggest entire house to be repiped.

Drain cleaning comes with standard <u>30 day</u> warranty unless noted otherwise. We will not warranty any grease or hair or foreign objects.

No warranty on any commercial drains or toilets augers

Hydrojetting. We will warranty any hydrojetting services for 6 months. No warranty on commercial

Customer accepts all responsibility for any permits or inspections unless otherwise noted in invoice. If we pull <u>permits</u> we will charge actual cost of permit plus \$150 administrative fee.

> TOTAL: 1.0 SO.00 4400.00

as per customers request, we installed a grollo 1/3hp submerged water sub pump on front of property in order to keep <u>tenants</u> front door entrance from over flowing during the rains. I dug a trench along the walkway and sawed onto the sidewalk on order for the line to drain anto the curb drain. I ran 20 ft of 11/2 PVC pipe from front door to the curb drain. All that is 4105 WAS SUBJECT TO INTERIOR DAMAGE AS THERE WAS NO DRAINAIGE IN FRONT OF THE DOORS ALONG UNITS FACING **BROOKFIELD WHERE THE** POST OFFICE IS LOCATED.

THE WATER GOT THROUGH THE SANDBAGS STACKED IN FRONT OF THE UNITS DOOR. & GOT INTO THE LIVING ROOM.

THIS STORM DID AN UNBELIEVABLE AMOUNT OF

FRONT DOOR ROOFS

REPAIRED OR REPLACED 15 TO DATE – ON HOLD UNTIL STORM DAMAGE REPAIR IS COMPLETE AND WEATHER IMPROVES.

DRYROT/PAINT

RESTORING 4071- 4077 WEYMOUTH COMPLETED NEW WOOD AND PAINT COMPLETED

RESTORING 4121- 4133 BROOKFIELD PUSHED TO OCT - COMPLETED

UPCOMING RESTORATIONS.

4102-4116 WEYMOUTH

4086 - 4094 SAVANNAH

CAMERAS

CONTINUED INSTALLATION OF ATTENNAS FOR WIRELESS TRANSMISSION AND TO ELIMINATE COMCAST ACCOUNTS.

TROY COMMUNICATIONS, OUR CAMERA VENDOR, HAD VOICE CAPABLE CAMERA'S RETURNED FROM ANOTHER CLIENT THAT WAS SOLD TO WILDWOOD AT ½ PRICE.

FOR RESIDENTS LIVING IN THE PORTION OF THE ASSOCIATION THAT IS EXPERIENCING HEAVY CATALYTIC CONVERTER THEFT, CAR THEFT, AND INTRUSION ON PATIO'S FROM PEOPLE COMING OUT OF THE CREEK, IF REQUESTED, MAY BE GIVEN ACCESS TO THE CAMERA'S ON THEIR PHONES.

IN APRIL, WILL BEGIN TO RESTORE THE OFFICE AS THE OWNER HAS INDICATED HE PLANS TO SELL SOON.
SEE THE NEW RULES SENT IT A SEPARATE EMAIL.

EDUCATION CORNER

HOA DEBT COLLECTION LICENSE REQUIRED?

Great news for HOAs collecting delinquent assessments! After over a year of confusion created by <u>Senate Bill 908</u>, which seemed to require that HOAs be licensed to collect assessments, California's Department of Financial Protection and Innovation (DFPI) decided that routine HOA assessment activities do not require a license.

The **DFPI's website** posted FAQs that:

- Routine HOA assessments do not constitute a consumer credit transaction under the Debt Collection Licensing Act (DCLA).
- Routine HOA assessments are not considered consumer debt.
- Collection of assessments does not turn an HOA into an entity engaged in the business of debt collection.

The DFPI decision aligns with recent case law:

The Association is not a debt collector for the purpose of the Rosenthal Act, because the definition of debt collector is premised upon the act of collecting consumer debt. In other words, because the Court finds that homeowner's assessments are not a consumer credit transaction for the purpose of the Rosenthal Act, it necessarily follows that the Association cannot be a debt collector under that statute (i.e., the Association does not in the ordinary course of business, regularly, on behalf of that person or others, engage in the collection of consumer debt). (*Dickson v. Century Park East*; internal quotation marks removed.)

What does this mean for HOAs? No license is required for routine assessment collection activities. Even for delinquent collections, the root of the transaction is not an extension of credit. Therefore, no license is required.

The reference to *routine* includes, "A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with subdivision (b), shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied." (Civ. Code § 5650(a).)

In summary, a debt collection license is not required for routine assessment collection activities. Boards should consult legal counsel with any questions about their collection policies and practices.

Many thanks to our partner Melissa Ward for this article.

