

LINDA VISTA

Homes Association

www.LindaVistaHomes.org

Email: info@LindaVistaHomes.org

2025/2026 LVHA Annual Newsletter & Budget Summary Statement

ANNUAL MEETING: January 15, 2026 – 7:00 P.M.

Online - Link will be posted (informational, presentation of nominees)

BOARD MEETINGS

The location of the following 7:00 p.m. meetings will be displayed on the LVHA website and LVHA sign post at the corner of Terrace & Loma Vista and at the LVHA Pool, at least 10 days in advance.

2026 Dates – February 19 – April 16 – July 16 – October 15

2025/2026 UPDATE

Announcements: LVHA posts all meeting announcements and relevant information on our website at www.LindaVistaHomes.org and also emails periodic announcements to homeowners. To be added to the email list send a message to Info@LindaVistaHomes.org

Improvements: The Board made plumbing repairs and will continue to replace aging plumbing as needed at the pool. Repairs were made for pump house access. Tree trimming and removal is an ongoing process. Painting of the pool house is planned for the coming year.

LVHA Community Events:

- Spring Egg Hunt – Wednesday, April 1 (pool parking lot)
- Pool Opening Day – Thursday, May 21 (Thursday before Memorial Day weekend)
New pool keys will be required for 2026 and will be distributed at the Pool Opening.
- End-of-Summer Pool BBQ Party & Pool Closing Day – Sunday, September 27

*****ATTENTION HOMEOWNER*****

Community Financials (CF) is Linda Vista Homes Association financial services/management company. You will receive your 2026 statement from CF in December/January. Statements will include a coupon, payment mailing address and information on payment methods. Payment address and electronic payment options will be noted on your statement. Please **DO NOT** mail payments to the LVHA post office box. It is the responsibility of the homeowner to provide CF with a current physical address and email address for mailing statements. You can update your contact information through SmartWebs, call CF at 833-266-3646 and press 6 for the Customer Service Operator, or email support@communityfinancials.com.

NOTE - Community Financials (CF) will only send ONE LATE NOTICE before proceeding to submit for collection. If payment is not received by the date indicated on the late notice or an agreement for payment has not been submitted by the homeowner and approved by the Board, the Board will authorize the management company to proceed with collection at the July Board Meeting. Collection fees that accrue to the homeowner are substantial. Linda Vista Homes Association does not benefit or receive any portion of collection fees charged by the collection agency or management company. Referenced below, LVHA Delinquent Assessment Collection Policy.

Linda Vista Homes Association (LVHA) Board publishes the annual newsletter to provide information to homeowners about the past year of operation, solicit nominations for elections to the Board, and provide information that we believe is of interest. The annual budget and assessment information are included.

A Summary of the Election Process. The law regarding Homeowner Association elections changed effective July 1, 2006. To be in compliance with the California Civil code, LVHA revised its voting practice beginning in 2007. The annual meeting cannot be used for elections to the Board and instead serves as an informational meeting. Homeowners are welcome to add names to the slate of people nominated for positions on the Board. If we have more than five (5) candidates for the Board positions, an election will be conducted by mail-in ballots if an election is required if more than 5 candidates are nominated. If we have five (5) or fewer candidates, we do not need to have an election according to our attorney's interpretation of the new laws.

The annual meeting format allows homeowners to share information and community news as well as any concerns. Also at the meeting we will ask for volunteers for Board member positions and give all Board candidates the opportunity to speak. If we end up with more than five (5) candidates, we will solicit three (3) election volunteers who are not on the Board and are not running for a Board position. One volunteer will become the Election Inspector and the other two will be Election Committee members. Before the meeting closes, we will schedule a date for a future Board meeting to count the ballots and announce the election results.

Here are some election details in the event we need to run an election. In order to maintain ballot secrecy, the Election Inspector will send ballots with two special envelopes to all owners by U.S. Mail. Instructions will direct you to seal your completed ballot in a smaller plain envelope and to place this sealed envelope in a larger envelope. You will write your property address and sign the larger envelope, and then mail it to the Election Inspector by election closing date. Prior to the Board meeting, the Election Inspector will verify the owner information on the outside larger envelope, open it and place the unopened smaller ballot envelope in a separate pile. These ballot envelopes will be opened and counted at the Board meeting. This new election process will take approximately six (6) weeks to complete.

Proposed Slate of 2026 Nominees: Don Talley, Sharon Borglin, Ron MacArthur, Regina Gaspari
(Please notify the Board of any additional nominees)

Enclosure: The following is included in this mailing:
2025/2026 Newsletter Budget Summary Statement
2026 Pro Forma Operating Budget
2026 Pro Forma Reserve Budget

2026 BUDGET SUMMARY

Please refer to the attached 2026 Pro-forma Budgets for Operating and Reserve accounts.

- As of January 1, 2006 - In compliance with California Civil Code, LVHA now manages two funds/budgets:
 - 1) Operating Fund – for expenses related to the day-to-day operation of the association
 - 2) Reserve Fund – monies reserved for long term capital replacement of items with a useful life greater than 3 years
- 2026 contribution to the reserve fund from assessments is \$9,700 or \$86.61 per member

NOTICE OF INCREASE IN ASSESSMENT FOR 2026

The regular assessment will increase to \$455.00 per member for 2026. The Board deems it necessary to increase at this time to meet the Associations obligations.

Sincerely,

Linda Vista Homes 2025 Board of Directors:

Don Talley, President	925 937-5074
Sharon Borglin, Treasurer	925 437-9396
Ron MacArthur, Vice President	925 876-6107
Regina Gaspari, Secretary	925 413-9225

LVHA DELINQUENT ASSESSMENT COLLECTION POLICY
Revised for new law compliance (SB137) effective 1/1/06

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other association expenses in a timely fashion. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest. The Association will not use non-judicial foreclosure to collect fines or penalties but other remedies are available to collect these and any sums not suitable for collection by non-judicial foreclosure. The association shall comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments. If an error is made that requires termination of any collection proceeding or beginning a collection process over, the Association shall bear the costs; otherwise, the owner is responsible for all costs as identified above. (Note: Civil Code Section 1367 applies to the collection of liens recorded before January 1, 2003, and 1367.1 applies to liens recorded on or after that date.)

2. Annual assessments are due on the first day of February and are delinquent at 5:00 p.m. on the 15th of March, at which time a late charge of \$10 or 10% of the assessment (or special assessment), whichever is greater will be charged [per the governing documents] on the 16th of March. All balances due as of 5:00 p.m. on the 30th day of March will be subject to interest of 10% per annum. All such amounts must be paid in full and the Association shall not be required to accept partial payments absent a written agreement.

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

4. On or about the 46th day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the delinquent record owner(s) have provided a written notice of a secondary address, all notices shall be sent to that address also. Such notice will include an itemized statement of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any, and a notice that the owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.

5. The decision to record a lien shall be made by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting referring to the property by parcel number, and not name of the owner. Likewise, the decision to file in small claims shall be made by the Board and not the Association's agent.

6. On or about the 30th day after the Pre-Lien Notice is sent the Association may record a lien on the property to secure the debt; however, there are limitations that may preclude foreclosure of the lien at this time (see paragraph 7).

7. If all sums secured by the lien are not paid in full within thirty (30) days after recordation, and the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to initiating foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

8. The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of an open meeting in the same form as the decision to record a lien was made (by parcel number only). A Board vote to approve foreclosure of a lien must take place at least 30 days prior to any public sale.

9. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

10. A non-judicial foreclosure by an association shall be subject to the owner's right to redeem the property up to 90 days after the sale.

11. All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with execution of a mutually agreeable payment agreement. Arrangements for such an agreement must be made with the Association's Agent assigned to the collection of the account or the Board or Board representative, at a meeting arranged under the "meet and confer" process of the Association.

12. When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it.

13. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late and collection expenses, unless an alternate agreement is entered into between the Association and the owner.

14. An owner may request the association to consider a payment plan to satisfy a delinquent assessment. The Board will inform the owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: If an owner's request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), the Board will meet with the owner in executive session within 45 days of the postmark of that request. However, if there is no regularly scheduled Board meeting during that period, the Board may designate one or more Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period, however they shall not impede an association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

15. Any check returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the unit and a \$25.00 administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever administrative fees as the Agent provides.

16. The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noted.

17. An owner of a separate interest has the right to inspect the association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.

18. Except where prohibited by law, the Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so. To the extent there are any general discretionary changes (rather than compliance related to the law or governing documents), the Board shall circulate the policy to owners at least 30 days before the meeting at which the revisions will be considered.

ANNUAL MINUTES DISCLOSURE

The association must annually disclose to its members their right to receive minutes of open board meetings within 30 days of the meeting, and how and where those minutes may be obtained. The following disclosure will satisfy the requirement: Minutes of all open meetings of the board are available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes may be obtained by contacting the current Board Secretary or sending a request to: LVHA, P. O. Box 4599, Walnut Creek, CA 94596. In addition, the minutes, proposed minutes or summary will be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution.

ALTERNATIVE DISPUTE RESOLUTION

Summary of Civil Code: Section 1354 of the Civil Code requires that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the association's governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution ("ADR"). Forms of ADR include mediation, negotiation, and binding or non-binding arbitration. This provision does not apply to the filing of cross-complaints. The ADR process is initiated by one party serving a Request for Resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code §1354.

If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Section 1354. Failing to do so would be grounds for challenging the lawsuit. Although the prevailing party is entitled to reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR when making the award.

NOTE: Failure by any member of the association to comply with the pre-filing requirements of Civil Code §1354 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents.

INSURANCE DISCLOSURE SUMMARY

Name of Insurer: **State Farm General Insurance Company**

Insurance Agent: JP Reed 925-934-2277

Policy# 97-BA-J711-3

PROPERTY INSURANCE: (Common Areas)

Policy Limits: \$140,000

Amount of Deductible: \$1,000

LIABILITY: (Common Areas)

Policy Limits: \$3,000,000

Aggregate: \$6,000,000

DIRECTORS & OFFICERS LIABILITY:

Policy Limits: \$3,000,000

This summary of the association's policies of insurance provides only certain information, as required by subdivision (b) of Section 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.

LHVA Assessment and Reserve Funding Study - Dated November 2019 (Civil Code 1365.2.5)

(1) The **assessment per unit for 2026 is \$ 455.00** per year for all owners.

(2) **No additional or “special” assessments are scheduled.** Please refer to the reserve-funding plan, which forecasts periodic future annual reserve fund contribution increases. However, changes to the assessment itself cannot be estimated without also projecting operating budget increases/decreases over the 30-year period.

(3) Based upon the most recent reserve study and other information available to the board of directors, currently projected reserve account balances are 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.

(4) All known major components are included in the existing reserve study.

(5) As of the last reserve study or update, the current balance in the reserve fund is **\$25,214.98**. Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the required amount in the reserve fund is **\$62,000**. The LVHA Board believes that **\$25,214.98** is a sufficient reserve fund balance at this time, and will continue to make reserve fund contributions to maintain reserve funding to an amount supported by the calculations in the reserve study-funding plan. The calculation method of Section 1365.2.5 referred to above does not consider our Association's future planned contributions and their timing over the 30 year projection. The 30-year Reserve Study projection shows a surplus in each of those 30 years.

The LVHA reserve study was previously distributed to homeowners and is provided by the title company at escrow for new homeowners. If you would like a copy of the reserve study, copies will be provided at no charge upon request.

The associations mailing address is: **Linda Vista Homes Association, P.O Box 4599, Walnut Creek, CA 94596**

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.

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.

LINDA VISTA Homes Association**2026 Pro Forma Operating Budget Statement**

Period Ended 9/30/2025 + Estimated 4th Qtr		Year to Date	Est. 4th Qtr	Total 2025	2025 Budget	Pro Forma 2026
Revenue						
40000	Assessment Income	\$ 32,340.00	\$10,780.00	\$ 43,120.00	\$ 43,120.00	\$ 50,960.00
40200	Interest		\$ -	\$ -	\$ -	\$ -
40700	Less: Reserve Provision	\$ (7,274.97)	\$(2,424.99)	\$ (9,699.96)	\$ (9,700.00)	\$ (9,700.00)
40900	Other Revenue	\$ 308.00	\$ -	\$ 308.00	\$ -	\$ -
Total Revenue:		\$ 25,373.03	\$ 8,355.01	\$ 33,728.04	\$ 33,420.00	\$ 41,260.00
Expenses						
Landscape						
51000	Landscape Contract	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,600.00	\$ 1,600.00
51100	Landscape Improvements	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
51500	Roto Tilling	\$ 550.00	\$ -	\$ 550.00	\$ 450.00	\$ 550.00
Total Landscape:		\$ 550.00	\$ -	\$ 550.00	\$ 2,300.00	\$ 2,400.00
Utilities						
56200	PG&E Elect	\$ 3,276.29	\$ 500.00	\$ 3,776.29	\$ 4,026.29	\$ 4,002.87
56350	PG&E Gas	\$ 2,590.05	\$ 250.00	\$ 2,840.05	\$ 2,840.05	\$ 3,010.45
56500	Refuse Disposal	\$ 688.70	\$ 230.00	\$ 918.70	\$ 655.40	\$ 973.82
56700	EBMUD - Water	\$ 1,193.67	\$ 200.00	\$ 1,393.67	\$ 1,408.18	\$ 1,477.29
Total Utilities:		\$ 7,748.71	\$ 1,180.00	\$ 8,928.71	\$ 8,929.92	\$ 9,464.43
Pool						
52000	Pool Contract	\$ 4,100.00	\$ 1,366.67	\$ 5,466.67	\$ 4,920.00	\$ 6,720.00
52200	Pool Inspection/License Fees	\$ 912.50	\$ -	\$ 912.50	\$ 730.00	\$ 912.50
52300	Pool Supplies/Repairs	\$ 2,581.52	\$ 860.51	\$ 3,442.03	\$ 1,610.25	\$ 3,500.00
Total Pool:		\$ 7,594.02	\$ 2,227.17	\$ 9,821.19	\$ 7,260.25	\$ 11,132.50
General Maintenance						
50050	Common Area	\$ 260.74		\$ 260.74	\$ -	\$ 250.00
50085	Clean Up Day/BBQ	\$ 130.00	\$ 100.00	\$ 230.00	\$ 200.00	\$ 200.00
50250	Plumbing Repairs	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 750.00	\$ 1,000.00
50090	Bathroom Janitorial	\$ -	\$ -	\$ -	\$ 1,526.00	\$ 1,500.00
Total General Maintenance:		\$ 1,590.74	\$ 100.00	\$ 1,430.00	\$ 2,476.00	\$ 2,950.00
Insurance						
63000	Insurance Expense	\$ 4,819.00	\$ -	\$ 4,819.00	\$ 4,187.65	\$ 4,819.00
Total Insurance:		\$ 4,819.00	\$ -	\$ 4,819.00	\$ 4,187.65	\$ 4,819.00
Administration						
60100	Copies/Printing		\$ 130.00	\$ 130.00	\$ 133.77	\$ 130.00
60400	License/Dues/Subscriptions		\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
60450	Postage		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
60550	Storage Fees			\$ -	\$ 459.00	
60550	Office Supplies/Other Admin			\$ -	\$ 1,186.40	\$ 50.00
61000	Accounting (CF)	\$ 4,761.00	\$ 1,587.00	\$ 6,348.00	\$ 3,300.00	\$ 6,348.00
61100	Audit/Review/Tax Prep	\$ 400.00		\$ 400.00	\$ 350.00	\$ 400.00
64000	Legal		\$ -	\$ -	\$ 750.00	\$ 750.00
65100	Contingency			\$ -	\$ 19.35	\$ -
65530	P O Box		\$ 296.00	\$ 296.00	\$ 280.00	\$ 296.00
65550	Office Expenses			\$ -	\$ 467.75	\$ -
Total Administration:		\$ 5,161.00	\$ 2,273.00	\$ 7,434.00	\$ 7,206.27	\$ 8,234.00
Total Expenses:		\$ 27,463.47	\$ 5,780.17	\$ 32,982.90	\$ 32,360.09	\$ 38,999.93
Taxes						
67500	Property Tax	\$ 2,672.42	\$ -	\$ 2,672.42	\$ 1,780.54	\$ 1,780.54
67000	Income Taxes	\$ -	\$ -	\$ -	\$ 25.00	\$ 25.00
Total Taxes:		\$ 2,672.42	\$ -	\$ 2,672.42	\$ 1,805.54	\$ 1,805.54
Total Tax + Expense		\$ 30,135.89	\$ 5,780.17	\$ 35,916.06	\$ 34,165.63	\$ 40,805.47

Period Ended 9/30/2025 + Estimated 4th Quarter

Revenue		Year to Date		Est. 4th Qtr		Total 2025		2025 Budget	Pro Forma 2026
80000	Reserve Income	\$	5,355.00	\$	1,785.00	\$	7,140.00	\$	9,700.00
80100	Interest	\$	27.73	\$	8.97	\$	36.70	\$	-
Total Revenue:		\$	5,382.73	\$	1,793.97	\$	7,176.70	\$	9,700.00
Expenses									
80516	Pool Repairs - Major	\$	-	\$	-	\$	-	\$	-
	Reseal Parking Lot	\$	-	\$	-	\$	-	\$	2,800.00
	Painting & Repair	\$	-	\$	-	\$	-	\$	6,000.00
	Pool Furniture	\$	-	\$	-	\$	-	\$	1,500.00
	Chem Pump	\$	-	\$	-	\$	-	\$	-
	Fence	\$	-	\$	-	\$	-	\$	-
	Jungle Gym	\$	-	\$	-	\$	-	\$	1,200.00
	Tree Trim	\$	9,400.00	\$	-	\$	9,400.00	\$	9,500.00
	Front and Side Gate Repair	\$	-	\$	-	\$	-	\$	5,000.00
80573	Plumbing - Sewer Lines	\$	-	\$	-	\$	-	\$	1,000.00
Total Expenses:		\$	9,400.00	\$	-	\$	9,400.00	\$	19,200.00
Net Income (Loss):		\$	(4,017.27)	\$	1,793.97	\$	(2,223.30)	\$	(12,060.00)