

Reply to: 3415 Brookside Road, Suite 200  
Stockton, CA 95219  
(800) 464-2817

October 1, 2024

To: Members of  
Reliez Valley Highlands Owners Association

**RE: PROPOSED FIRST AMENDMENT TO CC&Rs**

Dear Members:

As you may be aware, our firm is legal counsel for Reliez Valley Highlands Owners Association (the “Association”). The Board of Directors (“Board”) for the Association has been working to amend the Association CC&Rs as it relates to responsibility for maintenance of fences and walls, where located on the boundary of a lot and the Association’s common area.

As drafted, Section 6, 6.1(b) of the Association’s CC&Rs currently provide that the Association is responsible for those portions of fences and walls which face the Common Area. The Amendment seeks to delete this language. Section 6, 6.2(a) is being amended to clarify that owners shall be responsible for the maintenance, repair and replacement of fences and walls on the boundary of a lot and the common area.

The Association’s reserves have not and do not account for this expense and as a result, the Association does not have funds that are allocated for this line item and would need to either substantially raise assessments to fund this reserve component or consider a special assessment for all homes to fund the reserves accordingly, if left unchanged. Some fences have already been identified as potentially needing repairs or replacement although the Association does not have sufficient funds to proceed with a community wide fencing project at this time. In order for the Association to facilitate the repair and replacement to fences and walls where needed, adequate funds would need to be in place by way of raising assessments or a special assessment.

By amending the CC&Rs to provide maintenance, repair and replacement responsibility of fences and walls to the individual owners, owners will then have full control over their fences and walls which are on the boundary of their lot and the Association’s common area. So long as the fences and walls are maintained properly and do not pose a danger etc., owners can replace these components at their convenience or as their financial situation allows pending final approval from the Association’s Design Review Committee (“DRC”). Homeowners would then be able to utilize their own contractors to perform this work, which may be more cost effective than utilizing an Association approved vendor. This would further alleviate the need to raise assessments or impose special assessments to fund a component that not all members will gain a benefit from, as the Association is only responsible for fences and walls which lie on the boundary between a lot and common area that faces the Association’s common area.



October 1, 2024

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A **“Yes”** vote means you vote in favor of approving the proposed First Amendment, which will clarify the responsibility for fences and walls, specifying owners shall be responsible for the maintenance, repair and replacement of fences and walls on the boundary of a lot and the common area.

A **“No”** vote means you do not vote in favor of approving the proposed First Amendment. In order for the Association to facilitate the repair and replacement of fences and walls where needed, adequate funds would need to be in place by way of raising assessments or a special assessment.

Enclosed please find an Official Ballot and the proposed First Amendment to CC&Rs for your review. Please pay particular attention to the date and time by which your completed Ballot must be returned to the Inspector of Election in order to be counted. Ballots returned by mail or in advance of the Board meeting must be returned in accordance with the Official Voting Instructions provided on the ballot **for receipt by the Inspector of Election by 4:00 p.m. on November 4, 2024.**

Ballots will be counted at a membership meeting that will begin **at 5:00 p.m. on November 4, 2024** in a hybrid format. The Inspector of Elections and any designated assistants will open and tabulate ballots virtually via Zoom. Members may attend the meeting virtually via Zoom or at the Soroptimist Room at Pleasant Hill Community Center, 320 Civic Dr, Pleasant Hill, CA 94523. The Zoom information is as follows:

**Link:** <https://commoninterest.zoom.us/j/83749375784>  
**Meeting ID:** 837 4937 5784 **Passcode:** 073486  
**Dial In:** 1-669-444-9171

Should you need a replacement ballot, please contact the Inspector of Election, HOA Election Guys at 888-380-3332 or visit their website and submitting a request: <https://www.thehoaelectionguys.com/ballotrequest>.

Thank you for your participation.

Very truly yours,



Megan Hall, Esq.  
ADAMS | STIRLING  
Professional Law Corporation

Encl: Official Ballot  
Proposed First Amendment to CC&Rs



**Recording Requested By:**

Reliez Valley Highlands Owners Association

**When Recorded, Mail To:**

Reliez Valley Highlands Owners Association  
c/o Adams Stirling PLC  
2566 Overland Avenue, Suite 730  
Los Angeles, CA 90064

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*Space above this line for recorder's use*

**FINAL DRAFT**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**RELIEZ VALLEY HIGHLANDS OWNERS ASSOCIATION  
a California nonprofit mutual benefit corporation**

**If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RELIEZ VALLEY HIGHLANDS OWNERS ASSOCIATION  
a California nonprofit mutual benefit corporation**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions (hereafter “First Amendment”) is incorporated into and made a part of the Declaration of Covenants, Conditions and Restrictions, recorded in the office of the County Recorder of Contra Costa County on August 9, 1994 as Document No. 94-199904 (the “CC&Rs”). The CC&Rs and this First Amendment together shall constitute the “Amended CC&Rs.” If any term or provision in this First Amendment conflicts with any term or provision in the CC&Rs, the provisions of this First Amendment shall control.

The legal description of the development is:

Phase 1: Lots 1 through 21, inclusive, and Parcels A and B, as shown on the Map of Subdivision 7151, Reliez Valley Highlands, recorded on August 18, 1993 in Book 367 of Maps at Pages 47 et seq., as amended by the Certificate of Correction recorded February 8, 1994 as Document No. 94-036992 of the Contra Costa County Records.

Phase 2: Lots 22 through 34, inclusive, and Parcels A and C, as shown on the Map of Subdivision 7820, Reliez Valley Highlands II, recorded on June 7, 1994 in Book 373 of Maps at Pages 1 through 7 et seq. of the Contra Costa County Records; Lots 1 through 4, inclusive, and Lots 24 through 26, inclusive, as shown on the Map of Subdivision 7821, Reliez Valley Highlands III, recorded on October 10, 1994 in Book 376 of Maps at Pages 1 et seq. of Contra Costa County Records.

Phase 3: Lots 1 through 10, inclusive, and Lots 17, 20 and 21, as shown on the Map of Subdivision 7820, Reliez Valley Highlands II, recorded June 7, 1994 in Book 373 of Maps at Pages 1 through 7 et seq. of the Contra Costa County Records; Lots 5 through 8, inclusive, and Lots 22 and 23, inclusive, and Parcels A, B and C, as shown on the Map of Tract 7821, Reliez Valley Highlands III, recorded October 10, 1994 in Book 376 of Maps at Pages 1 et seq. of the Contra Costa County Records.

Phase 4: Lots 9 through 21, inclusive, as shown on the Map of Tract 7821, Reliez Valley Highlands III, recorded on October 10, 1994 in Book 376 of Maps at Pages 1 et seq. of the Contra Costa County Records; Lots 11 through 16, inclusive, 18 and 19, as shown on the Map of Subdivision 7820, Reliez Valley Highlands

II, recorded on June 7, 1994 in Book 373 of Maps at Pages 1 through 7 et seq. of the Contra Costa County Records.

## AMENDMENTS

1. Section 6, 6.1(b) which states in part, "If any fence or wall lies on the boundary between a Lot and the Common Area, the Association shall be responsible for its repair and replacement and for the maintenance of that portion which faces the Common Area" **is hereby deleted.**

2. Section 6, 6.2(a) **is hereby amended in its entirety to read as follows:**

"Each Owner, at its sole cost and expense, shall maintain the exterior and interior of its Residence and all fixtures, fences (including fences on the boundary between a Lot and the Common Area), walls (including walls on the boundary between a Lot and the Common Area), walkways, driveways, utility laterals or conduits serving only one (1) Residence and not repaired or maintained by the utility company, appliances or appurtenances therein or thereto; and all other portions of Owner's Lot or Residence in good condition and repair and so that the same does not deteriorate so as to be dangerous, or to present a hazard or nuisance to, or to diminish the value and attractiveness of, any other Lot or the Project. With respect to a Residence, said obligation shall include, without limitation thereto, the duty to promptly repair and replace all broken glass, including windows, maintain (including painting where appropriate) in good, attractive, safe and sanitary condition and repair and replace if necessary all roofs, exterior trim, floors, exterior and interior walls, ceilings, window frames, door frames, glass and doors. With respect to fences and walls on the boundary line between a Lot and the Common Area, said obligation shall include, without limitation thereto, the duty to promptly repair and replace any damaged portions, and to maintain the same in good, attractive, safe and sanitary condition. With respect to other portions of the Lot, said obligation shall include, without limitation thereto, the duty to promptly repair and replace all damaged improvements, to maintain all improvements in good, attractive, safe and sanitary condition, and to maintain and cultivate (no Owner shall allow or permit open portions of its Lot to remain unlandscaped for more than six (6) months from the date of close of escrow for its purchase of the Lot) all landscaping, installed or placed thereon or therein by the Declarant or Owner or occupant of such Lot and to keep such area free from rubbish, litter and weeds. Replacements of fences, roof materials, exterior trim, exterior paint, exterior doors, door frames, windows and window frames by an Owner, unless of the same colors, design and materials as established by Declarant shall be subject to the approval of the Design Review Committee. Landscaping materials, whether installed by Declarant or by Owner and whether new or in replacement of dead or diseased materials, shall utilize California native species and conform to the Contra Costa County policy on water conservation requirements for new developments."

**CERTIFICATION**

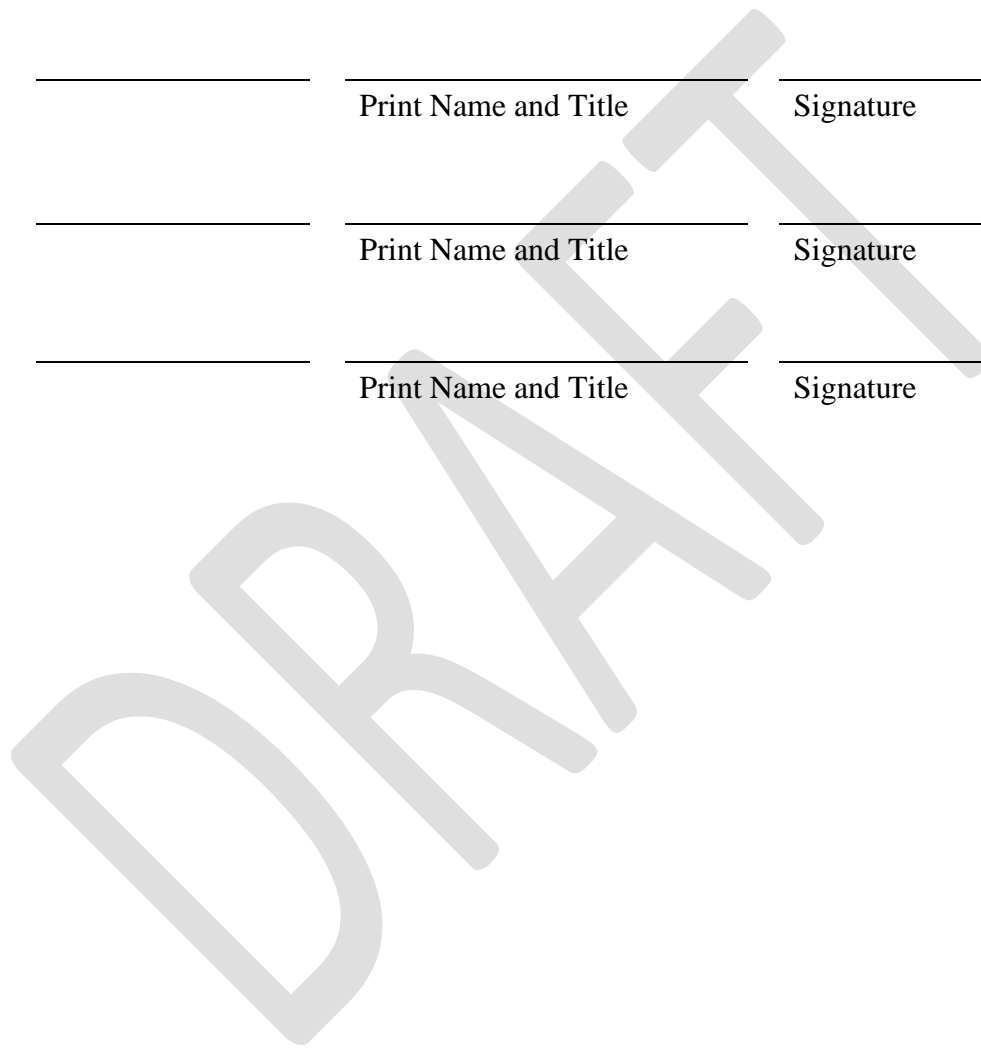
WE CERTIFY under penalty of perjury that this First Amendment to the Declaration of Covenants, Conditions and Restrictions set forth herein has been duly approved and adopted by over fifty percent (50%) of the membership of Reliez Valley Highlands Owners Association on \_\_\_\_\_, 2024.

RELIEZ VALLEY HIGHLANDS OWNERS ASSOCIATION

Date: \_\_\_\_\_  
\_\_\_\_\_ Print Name and Title \_\_\_\_\_ Signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Print Name and Title \_\_\_\_\_ Signature

Date: \_\_\_\_\_  
\_\_\_\_\_ Print Name and Title \_\_\_\_\_ Signature





<b>RELIEZ VALLEY HIGHLANDS OWNERS ASSOCIATION</b> <b>OFFICIAL BALLOT REGARDING FIRST AMENDMENT TO THE CC&amp;RS</b>
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Pursuant to Corporations Code, §7513 and Civil Code, §5115, a Member of Reliez Valley Highlands Owners Association, a California nonprofit mutual benefit corporation, hereby votes by this secret written ballot with the authority of the owners of their respective Lot, on the matters described below:

<b>APPROVAL OF THE PROPOSED FIRST AMENDMENT TO CC&amp;RS</b>		
The First Amendment to Declaration of Covenants, Conditions and Restrictions, a California nonprofit mutual benefit corporation, in the form presented to me with this ballot, should be adopted:	<b>VOTE HERE</b>	
	YES	NO
	_____	_____

**Delivery Requirements:** To be counted, the ballot, with the double envelopes provided, must be delivered by: (1) **First-class mail** to the Inspector of Elections, The HOA Election Guys, Inc. at 27472 Portola Parkway #205-412, Foothill Ranch, CA 92610, or (2) **Hand delivery** to the Inspector of Elections, The HOA Election Guys, Inc. at 27472 Portola Parkway #205-412, Foothill Ranch, CA 92610, Monday through Friday, between the hours of 9:00 a.m. to 6:00 p.m.

**Voting Deadline:** To be counted, the ballot must actually be received by the Inspector of Elections no later than **4:00 p.m., on November 4, 2024**. When mailing your ballot, be certain to send it early enough to ensure timely receipt by the Inspector of Elections. If sufficient ballots to meet a quorum are not received by the initial ballot-counting meeting or if additional participation by the membership is deemed in the best interests of the Association, the Board of Directors and Inspector of Elections reserve the right to repeatedly adjourn the ballot-counting meeting and extend the voting deadline.

**Quorum Requirements:** The **quorum** necessary for votes to be counted at the ballot-counting meeting is the presence either in person, or by ballot, of members entitled to cast more than fifty percent (50%) of the total voting power of the Association as provided in Section 3.8 of the Restated Bylaws. **Forty-one (41) separate interests constitutes a quorum.**

**Approval Requirements for First Amendment to CC&Rs:** The **affirmative votes** of more than fifty percent (50%) of the voting power of the Association, as of the date the ballots are mailed (record date), are necessary to approve the First Amendment to the CC&Rs specified in this ballot as provided in Section 10.1(b) of the CC&Rs. **Forty-one (41) affirmative votes are required for approval of the First Amendment to the CC&Rs.**

**Ballot Counting Meeting:** Ballots will be counted at a membership meeting that will begin at **5:00 p.m. on November 4, 2024** in a hybrid format. The Inspector of Elections and any designated assistants will open and tabulate ballots virtually via Zoom. Members may attend the meeting virtually via Zoom or at the Soroptimist Room at Pleasant Hill Community Center, 320 Civic Dr, Pleasant Hill, CA 94523. The Zoom information is as follows:

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**ELECTION RULES:** The rules governing this election may be found here: [portal.commoninterest.com](http://portal.commoninterest.com)



