



# Rules & Regulations

*Revised April 2007*

**Camarillo Miramonte Homeowners Association**

Anchor Community Management, Inc.

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Manager: Colleen Scott

*For parking on Adohr Lane, RV parking, input on entry system:*

Camarillo Springs Common Area Association

Community Property Management (CPM)

(805) 987-8945

*Association Monthly Assessment Payments:*

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P.O. Box 15010

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Security Service:

Cornwall Security (805) 676-1828

## FORWARD

The Board of Directors for the Camarillo Miramonte Homeowners Association has reviewed the Rules & Regulations of the Association with the idea of making changes where necessary to help improve the living conditions for all homeowners within the complex. Most of the changes were minor, but all have impact on each individual owner or resident.

Condominium living by its nature of closeness requires that all homeowners cooperate to make living acceptable for all. Forgetfulness or lack of understanding usually lead one homeowner to infringe on the rights of another homeowner. Noise, parking, and animals are the biggest problems that close living residents encounter. All residents should keep their neighbor in mind when they plan activities. A friendly notice to your neighbor of an upcoming event costs nothing and it generates goodwill. Picking up after your animal tells your neighbor that you care about your home and their home. Parking your vehicle in your garage and leaving guest parking open for visiting guests makes condo living better for everyone.

The Board of Directors desires all homeowners to enjoy the benefits of common living without losing their individuality. To achieve this we must as a group respect our fellow residents. With respect comes consideration and concern for how we all live as individuals.

Remember, this is our Association. Dues are collected to maintain the common assets and to protect the rights of each homeowner. This is kept to a minimum by each homeowner/resident following the rules and keeping the Association informed by writing or calling the management company and keeping the Board informed. Help us keep dues at the lowest possible by doing your share.

Finally, The Board is all always ready to listen to suggestions for improving the life within Camarillo Miramonte. Come to a meeting and give us your input, your suggestions and your concerns. Meetings are each month on the second Monday starting at 6:30 PM in the clubhouse.

Thank you and good living!!

The Board of Directors

### 1. General

- A. The "Rules and Regulations" of the Association known as "Camarillo Miramonte Homeowner's Association" and referred to in this document as "CMHA" is a defining supplement to the CMHA CC&Rs and Bylaws. The CC&Rs and Bylaws are the prevailing guidelines that govern the actions of the homeowners within the CMHA.
- B. The CMHA Board of Directors has the right to suspend any CMHA member from the recreational area at the conclusion of a sustained inquiry into a violation of the CC&Rs, Bylaws, or these Rules and Regulations. Any homeowner and/or tenant is subject to suspension pending a hearing of the violation. The hearings will be conducted in compliance with the California Corporate Code Section 7341.
- C. Notifications of rule violations must be in writing to the CMHA Board of Directors in care

of the management company, by email or by fax (see addresses, etc. at the front of this Rule booklet). The management company will acknowledge receipt of all violation complaints by email/fax/written response or personal acknowledgment. A member of the CMHA must authorize reports of violations of all types and the identity of the informant will remain confidential to the general membership unless otherwise specified by the reporting person.

- D. Persons under the influence of alcoholic beverages or any controlled substance are prohibited from entering the recreation areas.
- E. Any homeowner and/or tenant with information about a crime, which was, or is being committed, should contact the Camarillo Police Department 805-388-5100.
- F. The Board encourages residents to report any activity that may violate the CC&Rs, or may constitute criminal conduct, Camarillo Police (388-5100). Examples: glass containers at the pool, barking dogs, dogs running loose, loud music or parties after hours or trespassing into the pool after hours (10:00 PM.)
- G. Power tools shall be restricted to operation with the garage door open to after 8:00 AM on weekends, holidays or holiday weekends.

## **2. Homeowners, Tenants, Guests**

- A. "Homeowner" means the person (or persons) listed upon the deed of trust for the CMHA single family dwelling parcel.
- B. "Tenant" is defined as a renter or lessee of a homeowner's parcel. Tenant may refer to more than one person and therefore also refers to resident occupants of a dwelling.
- C. "Guests" are defined as visitors of the homeowner or tenant. When daily guests use CMHA facilities, they must be accompanied by the homeowner or tenant. Guests visiting for extended periods of time (more than one week), should be reported to the management company in writing for the purpose of registration and parking.
- D. The Homeowner and/or tenant shall be financially responsible for the acts of all occupants and/or guests.
- E. The Homeowner must inform the management company in writing of new tenants. This information shall be provided within ten calendar days of the new tenant occupancy. The homeowner must complete and return the "Delegation of Rights" form to the management company. The management company must receive specific information regarding the full name of the new tenant and the additional specific information: address of parcel, date of birth of any children, full description and number of motor vehicles to be driven and parked within the CMHA. If this information is not provided within 10 calendar days there will be a fine of \$100.00. If this information is not provided within 30 calendar days there will be an additional fine of \$150.00 each month thereafter.
- F. The Homeowner is required to furnish tenant with a copy of the Rules and Regulations and Conditions, Covenants and Restrictions (CC&Rs) and Bylaws. The homeowner must notify the management company that this has been accomplished. Additional copies of the documents are available and may be obtained by calling the management company.

G. The Homeowner must notify the management company upon sale of the parcel.

**3. Common Areas** - *The entire project, excepting those portions thereof which lie within the boundaries of a unit, as herein above defined.*

- A. No equipment, living plants or other Association property may be removed from the common area unless authorized by the CMHA Board of Directors. This includes all plants and trees on hillsides, greenbelts and front door entryways. Architectural or landscape changes are possible by filing a modification form and waiting for approval from the Association. Forms are available by calling the Association management company.
- B. Any adjustments to lighting equipment and timing devices are strictly prohibited.
- C. Damages to any common area property, including sprinklers, walls, fences, gates, landscaping, light fixtures, etc., shall be deemed the financial responsibility of persons causing such damage along with that of the associated homeowner and/or tenant. Homeowner and/or tenant parents are considered jointly and severally liable for any and all damages caused by their minor children.
- D. Trash cans are to be kept inside garages except on days of trash pickup. Hoses are to be kept inside garages except when in use. No personal items shall be left outside the dwelling or garage.
- E. Satellite Dishes may be installed in the Association with the filing of a modification form. No dishes may be installed on the roof. Owners installing dishes must accept in writing responsibility for any damage that may occur from the wire entering the home and this acceptance must be recorded with the grant deed.

**4. Gates and Security**

- A. Each homeowner and/or tenant will be required to obtain an access card and/or transmitter from the Master Common Area for the entry gates. These access cards and/or transmitters are necessary to gain access into the area when the gates are closed. Proof of residency is required (for example: driver's license with current address; lease; utility bill in your name; letter from homeowner). Each homeowner and/or tenant is also required to have their name on the gate directory in order for vendors, guests and family to call the resident for entry. Access cards and/or transmitters are available through the Master Common Area management company (see information in the front of this booklet).

**5. Vehicles, Including Motorcycles, Mopeds and Motorized Scooters**

- A. All streets within the CMHA community are private roads as defined in the California Vehicle Code. All streets currently have a maximum-posted speed limit of 15 Miles Per Hour. Compliance of the speed limit is the responsibility of each individual homeowner and/or tenant.
- B. All drivers, bicyclists and/or scooter operators (no age limit) must operate their wheeled vehicles and/or bicycles in a reasonable and prudent manner throughout the CMHA and

Master Common Areas. All drivers/bicyclists/operators are expected to comply with the posted speed limits (15 miles per hour).

- C. Bicycles, motorcycles, mopeds, skateboards, roller skates, in-line skates and/or motorized scooter are prohibited from operation on any off-street areas within the CMHA, i.e. pool decks, grassy areas, spa decks. This includes but is not limited to all hillsides, greenbelts, paved walking trails, paved sidewalks, clubhouse and all pool and spa areas.

**6. Parking** - *The Rules and Regulation described herein were established for the benefit of all CMHA residents, homeowners, tenants and guests. They are intended to provide an awareness of the procedures and to promote a good neighbor policy.*

- A. The parking of motor vehicles is restricted to the following areas within Camarillo Miramonte:

within the attached garages of home sites, within the driveways provided at home sites 6135, 6139, 6141, 6143, 6145 & 6149 Paseo Encantada. Length of the driveway must accommodate the motor vehicle's overall length without extending into the street. Parking on Adohr Lane is by permit only. Homeowners and/or tenants with more than two vehicles or high profile vehicles that will not fit in the garage may request a special permit for parking on Adohr Lane. Permits may be requested from the Common Area management company identified below.

- B. **The following streets within the CMHA have been designated as Fire Lanes by the Ventura County Fire Protection District: Paseo Encantada, Via Montanez**

Each entry to these streets has been posted for enforcement under the provisions of Section 22500.1 of the California Vehicle Code. The posted sign reads: "Private Property of Miramonte Homeowners Association, NO PUBLIC PARKING, No Parking in Fire Lanes, Abandon Vehicle Abatement Laws Enforced. Violators Vehicles May Be Cited, Subject to Immobilization, or Towed at the expense of the Owner. For towed vehicles phone Camarillo PD at 388-5100. 22500.1 cvc, 225223(b) cvc, 22658.2(a)(b) cvc, 22669(a) cvc, 22658(a) cvc".

Under the present CC&Rs the Board of Directors is empowered to uphold and enforce the CMHA Rules and Regulations regarding:

1. Garages shall be used for vehicles parking and shall not be converted for living, business activities or general storage (CC&Rs Article XI, section 13).
2. No mobile homes, boats, trucks (except those registered as passengers cars), trailers or recreational vehicles of any kind shall be kept, stored, parked maintained, constructed, or repaired on any common area within the development. Temporary parking is not authorized at any time. Vehicles which are visibly attended will not be towed
3. Any automotive work shall be done in the resident's garage and none is permitted in the common area.
4. It is the responsibility of the homeowner or tenant to contact the common area management company identified below regarding vehicles that do not fit in the

garage, and to comply with their procedures for parking on Adohr Lane.

5. All vehicles must display current registration tags.

### C. Guest Parking

1. Guest vehicles parked on the property must have an approved parking permit clearly displayed in the front window.
2. Resident homeowners and/or tenants shall not use guest parking. Vehicle owners who park in violation of this restriction are subject to fines which may be levied by the CMHA in addition to those penalties which may result from parking violations cited by the security company.
3. Guests are non-resident visitors only. Except in the case of a non-resident owner, owners do not qualify as guests, nor do other residents, tenants, roommates or lessees.
4. The security service will randomly monitor parking. A first violation will result in a warning, which incurs no penalty. A second violation will result in a citation which includes a fine. A third and subsequent parking violation will result in the vehicle being towed. To determine the location of a towed vehicle, contact the security service identified below. This means that residents who park in Miramonte anywhere but in their garage may be warned, cited and towed.
5. Two visitor's parking passes will be issued to each unit. Owners will not be charged for the initial two passes, but will have to pay \$50 for any replacement passes. Residents will have to make sure that they provide their guests with a pass to use any time they are visiting. It will also be up to the residents to make sure that pass is returned when the guest leaves. **No matter what the reason a replacement pass is needed, it will cost the owner \$50 to obtain one.** Passes will only be issued to owners. It will be the owners' responsibility to issue them to tenants, and if needed, to pay for any replacement passes needed.
6. If a resident has more than two guests visiting, the resident may call the security service identified below and let them know how many and for how long those guests will be on site. Be prepared to provide the vehicle description (Year, Make, Model and color) and the license number of each visitor's vehicle.
7. Guests may park in 'Guest Parking' for up to 5 days within a 30-day period of time. Extensions may be granted by contacting the security service. No vehicle may occupy the same Guest Parking space for more than 72 consecutive hours.
8. Homeowners and their tenants are responsible for informing their guests of the Association rules regarding parking, and are responsible for the behavior of their guests.
9. Circumstances may arise wherein it is necessary to park in guest parking. If a resident believes that he or she has a legitimate reason to do so, permission must be obtained in advance from the security service identified below.
10. Newly acquired vehicles must be registered with the Camarillo Miramonte management company and the security service identified below within ten days of

receipt of the license tags.

**Security Service: Cornwall Security (805) 676-1828**

**7. Pets**

- A. Without exception, dogs of all breeds must be maintained on a leash when outside the enclosed patio easements or anywhere in the common area of the CMHA. (City of Camarillo Ordinance & County of Ventura Ordinance)
- B. Homeowners and/or Tenants may only keep domestic cats as indoor pets. The CMHA assumes no responsibility for any pets that are lost, stolen, or taken by any of the indigenous wildlife common to this area.
- C. All pet owners are responsible for the immediate removal of any feces deposited by their animals upon any surface or landscaped regions of the CMHA to include Master Common Area grounds and to include the Nature Trail. Violations are subject to a fine with \$100.00 minimum. This is a violation to County of Ventura Health & safety Code and City of Camarillo ordinance.
- D. All animals and bird that are kept within CMHA must be controlled and kept from making excessive noise Violators are subject to fine, \$100.00 minimum.

**8. Trash, Rubbish**

- A. No trash or refuse of any kind may be deposited or discarded in any area of the CMHA. Landscape cuttings, grass and all types of solid waste products must be appropriately disposed of in individual homeowner and/or tenant receptacles. Normal trash day is Friday; to check schedule contract Harrison Trash 800-41 8-7274, ext 7.
- B. Trash receptacles maybe place out for collection after 7:00 AM the day before collection and must be removed from view by 7:00 PM the day of collection.

**9. Pool, Spa and BBQ Areas** *(Pool heated from June 1st to October 31st each year)*

- A. Recreational facilities are restricted to use by homeowners, tenants and their guests.
- B. No pets, bicycles, roller skates, skateboards, scooter or motorized scooters, or in-line skates are permitted inside the confines of the pool and spa areas.
- C. Use of the pool and spas are limited to the periods from 7:00 a.m. to 10:00 p.m. Monday through Sunday. Evening hours are restricted due to the potential for unreasonable noise levels.
- D. An adult must accompany persons under 14 years of age.
- E. No diving, horseplay or running are permitted in the pool and spa areas.
- F. Alcoholic beverages and/or smoking is not permitted in the pool, spa and BBQ areas.
- G. No glass of any kind is permitted in the pool, spa and BBQ areas.
- H. Homeowners/tenants/guests must not run on decks, climb, sit or jump from fences.

Horseplay of any kind is forbidden at all times.

- I. No masks, fins, snorkels, balls, or other sports equipment is permitted in the pool and spa areas. Swimming goggles are permitted.
- J. Absolutely no soap, oils or other foreign substances are permitted in the pool and spas. Bathing or shampooing hair is prohibited. Persons depositing foreign matter of any kind in the pool or spas may be denied pool/spa privileges and be held liable for any expense incurred by the Association for any corrective action involved.
- K. Persons with colds, coughs, red or infected eyes, skin eruptions, open wounds or sores are not permitted in the pool and spas.
- L. Everyone is requested to take showers before entering the pool.
- M. Radios, cassette players, or any other listening devices are permitted with personal headphones only.
- N. Lounges, chairs, tables, etc. provided around the pool are on a first-come first-serve basis.
- O. Swimmers/spa users must wear swimsuits. No "cutoffs" will be permitted. Babies must be in swim diapers.
- P. Persons subject to fainting or with ailments aggravated by heat should not use the spa.
- Q. Persons with heart trouble or high blood pressure should use the spa with caution.
- R. **The pool rescue equipment is designated for EMERGENCY USE ONLY. No other use of this equipment is permitted under any circumstances.**
- S. Barbecues at the satellite spa area are provided for your convenience. Use of the barbecues is the sole responsibility of the homeowner and/or tenant. Portable BBQ's are not permitted in the main pool area.
- T. Barbecues at main pool area are disconnected and unusable.
- U. Trash receptacles are located in pool areas for homeowner use. Please keep area around these receptacles clean.

## **10. Clubhouse**

- A. The only area that can be reserved for a private party is the Clubhouse. This reservation must be made by a homeowner and/or tenant through the CMHA management company at least two weeks in advance. Contact management company for forms.
- B. The clubhouse will not be rented for private parties of fewer than ten (10) people or more than forty (40).
- C. Each homeowner and/or tenant may reserve the Clubhouse for private parties as defined in "B" no more than once every three (3) months during any calendar year.
- D. There will be a minimum of \$25.00 use fee, a \$225.00 deposit paid in advance at time of reservation for all private parties. Deposits must be in the form of a money order or cashier check only. Any charges for cleaning or damages will be deducted from the \$225.00 refundable deposit and any excess amount billed to the homeowner.



- E. Parties shall terminate no later than 10:00 p.m. Terminate means cleaning is completed and all persons depart by this time. Parties shall be conducted in a manner so as not to disturb other residents.
- F. Homeowner and/or tenant must execute the Agreement for ("Use of the CMHA Clubhouse," with the CMHA management company prior to their party reservations being confirmed.

### **11. Architectural, Buildings, Grounds**

- A. All landscaping in patio areas and visible exterior changes, including painting, must be submitted to the Architectural Committee for approval before proceeding. Please do not overlook this requirement as it can save embarrassment for all concerned.
- B. Balconies, patios and front entrance areas are part of the Units. Homeowners and/or tenants are responsible for keeping patios, front entries and balconies maintained in a neat appearance. Homeowners and/or tenants should, therefore, keep these areas free of debris.

### **12. Rules and Regulations: Schedule of Fines**

- A. The fines for all violations of rules and regulations shall be a minimum of \$100.00 and a maximum of \$1,000.00. The amount will be determined by the severity of the violation. A hearing will be conducted before a fine is imposed.

### **13. Election Rules** – effective 10/11/09

Pursuant to California Civil Code 1363.03, most elections, including those for the selection of directors, must be conducted by secret ballot and are subject as well to other important regulations. As such, the following Election Rules shall be deemed to be a part of the rules and regulations of the Camarillo Miramonte Homeowners Association, a California non-profit mutual benefit corporation ("Association"), and outline the manner in which each such election shall be conducted.

- A. Qualification of Directors
  - 1. No person may be a candidate for election to the Board unless he or she: (i) is not at the time of his or her nomination engaged in litigation, arbitration, or internal or alternative dispute resolution with the Association, and (ii) is not otherwise disqualified under the provisions of the Bylaws or CC&Rs.
  - 2. Once elected, a Board Member shall be deemed disqualified if he or she (i) becomes engaged in litigation, arbitration, or internal or alternative dispute resolution with the Association, (ii) becomes delinquent by more than 30 days in the payment of any assessment, (iii) is found by the Board to be in violation of the Governing Documents, (iv) is arrested and charged with any crime (except routine motor vehicle violations), (v) misses more than four regular meetings of the Board within any 12-month period or misses three consecutive Board meetings, or (vi) is found by

the unanimous decision of the remaining board members to have violated the confidentiality of any matter discussed in executive session or any association documentation.

B. Nomination of Candidates

1. Any person may run for the Board, unless disqualified under Rule 1 above or under the Bylaws or CC&Rs, by submitting his or her name as a candidate to the Association's management company so it is received not less than thirty (30) days before the annual meeting. Nomination for election to the Board of Directors may also be made by a Nominating Committee pursuant to the Bylaws.

C. Voting Rights

1. Each Member shall have those voting rights that are prescribed in the Bylaws and CC&Rs.

D. Inspectors of Election

1. The Board shall appoint three (3) inspectors of election. The inspectors of election shall be independent third party or parties and may include the Association's attorney, accountant, manager, employee, or any other disinterested person including a Member so long as he or she is not on the board or a candidate for the board.
2. The inspectors of election shall perform those duties prescribed in California Civil Code 1363.03(c)(3).

E. Ballots

1. All elections shall be conducted by a secret written ballot only.
2. Two pre-addressed envelopes with instructions on how to return ballots must be mailed by First Class Mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address or lot, parcel, or unit number on the ballot. The ballots shall be returned and counted as prescribed in Section 1363.03(e).
3. Ballots circulated to each Association Member shall identify the proposed action and provide an opportunity to specify approval or disapproval. If the voting is conducted through the mail, it must specify the date upon which to return the ballot to the inspector(s) of election. The voting instructions contained within the ballot materials will show a date by which the ballots must be delivered to the location designated.
4. The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) of election until after tabulation of the vote, at which time custody can then be transferred to the Association. After tabulation, election ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election. (California Civil Code 1363.03(h), (i))

5. In order for the vote for any election to be valid, ballots must be returned by at least a quorum of the Members. If votes are to be cast through the mail, the Board may extend the balloting period to allow for more Owners to vote.

F. Counting Votes and Reporting Election Results

1. All votes shall be counted and tabulated by the inspectors of election in public at a properly noticed open meeting of the Board of Directors or Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. (California Civil Code 1363.03(f))
2. The results of any election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next open Board meeting and shall be available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Members. (California Civil Code 1363.03(g))

G. Equal Access to Association Media

1. No Member or candidate advocating a point of view shall be provided access to Association media more than thirty (30) days prior to an Association election. Thereafter, and within thirty (30) days of an Association election, if any such Member or candidate is provided access to Association media for purposes that are reasonably related to that election, equal access shall be provided to all Members and candidates advocating a point of view, for purposes reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content. (California Civil Code 1363.03(a)(1))

H. Access to Meeting Space and Use of Association Funds

1. The Association shall ensure access to the common area meeting space, at no cost, to all candidates and to all persons advocating a position for purposes reasonably related to an election. (California Civil Code 1363.03(a)(2))
2. Association funds shall not be used for campaign purposes in connection with any Association election, except to the extent necessary to comply with the duties of the Association imposed by law or the governing documents. For purposes of this paragraph, the Association can use its funds to have corporate counsel (or other Board-designated individuals) prepare and review appropriate ballots as well as the copying, printing and mailing costs necessary to provide the ballots and election materials to the Membership consistent with the Association's governing documents and California law. The Association can also add background information and explanation of ballot material. (California Civil Code 1363.04)

**14. Assessment Delinquency Policy**

*Timely payment of regular assessments is of critical importance to the Association. Members' failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to pay a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning collection of delinquent assessment accounts, which incorporate the provisions of the California Civil Code Sec. 1350-1373, and Miramonte's CC&R's.*

- A. All regular assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month, in addition to all regular services and penalties (if applicable). A courtesy billing statement is sent each month to the billing address on record with the Association. **It is the owner of record's responsibility, however, to pay each assessment in full each month regardless of whether a statement is received.**
- B. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment, or in the ballot presenting the special assessment to the members for approval, but in no event earlier than thirty (30) days after the special assessment is duly imposed.
- C. Regular assessments and special assessments shall be delinquent if not paid within fifteen (15) days after they become due.
- D. If an installment payment of a regular assessment or payment of a special assessment is not made within fifteen (15) days after it has become due, a late payment charge of the ten percent 10% shall be imposed, and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums.
- E. If an assessment is unpaid for more than thirty (30) days after it is due, interest shall be imposed on all sums due, including the delinquent assessment, collection costs and late charges, at an annual percentage rate of twelve percent (12%).
- F. If an assessment is unpaid for more than forty five (45) days after it is due, the Association will send a written warning (pre-lien letter) via first class and certified mail to the owner of record. There is an administrative charge for this action, plus the cost of certified postage. The owner has the right to request internal dispute resolution ("IDR"), upon receipt of the pre-lien letter.
- G. If the assessment is unpaid after 30 days following the postmark of the pre-lien letter and fails to request IDR, the Board shall decide, by majority vote in an open meeting, whether to authorize the management company to record a lien in the Ventura County Recorder's Office against the property concerning all sums that are delinquent, including delinquent assessments, plus late charges, costs and reasonable attorney fees. There is an additional administrative/recording charge for this action. Additional charges and costs are incurred by the owner to record a Release of Lien after payment in full.
- H. If an assessment is unpaid for more than ninety (90) days after it is due, the Association may refer the matter to its attorney or trustee or other such designated agent for collection. The Association may cause an action at law to be brought against the owner who is personally obligated to pay the delinquent assessment, or may cause a judicial or non-judicial foreclosure proceeding to be initiated to foreclose its lien against the owner's

unit, when the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, or the assessments are delinquent for more than twelve (12) months. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code Section §1366) and by the Declaration of the Covenants, Conditions and Restrictions (CC&R's) of the Camarillo Miramonte Homeowners Association to recover not only the amount in default, plus late charges and interest, but also reasonable costs of collection, including title company charges and attorney fees. **You could lose ownership of your property if a foreclosure action is completed.**

- I. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR"). An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 1369.510 et seq. before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
- J. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full shall such payments be applied to late charges, interest, and collection expenses, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner. Payments received on delinquent assessments will be applied to the owner's account by the balance forward payment method, i.e., in reverse order so that the oldest arrearage is retired first. Thus, an owner's failure to pay interest or late charges on delinquent assessments will result in continued delinquencies.
- K. Any owner who is unable to pay an assessment will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
- L. If an owner disputes any late charge or other charge levied by the Association, the owner is obligated to pay the amount in question despite such ongoing dispute and will be entitled to a refund or credit if the dispute is resolved in the owner's favor.
- M. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association. Prior to the release of

any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorney's fees, must be paid in full to the Association.

- N. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
- O. The Association shall charge the owner a Twenty Dollar (\$20) fee for any check returned unpaid by the owner's bank.
- P. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest, and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with a duly noticed hearing pursuant to Civil Code Section 1363(h). However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.
- Q. The mailing address for overnight payment of assessments is: Camrillo Miramonte Homeowners Association, c/o Anchor Community Management, 315 Arneill Road, Suite 204, Camarillo, CA 93010.

**We hope that you will never be subject to the above procedures. We appreciate your cooperation and understanding regarding the critical importance of assessment collections.**

#### CHRONOLOGICAL CHART - DELINQUENCIES

<b>Day</b>	<b><u>Action/event</u></b>
1	Assessment due
15	Unpaid assessment becomes delinquent. A 10% late fee is applied.
30	If account is still delinquent, interest shall be imposed on all sums due, including the delinquent assessment, collection costs and late charges, at an annual percentage rate of twelve percent (12%).
45	A Notice of Delinquency (Pre-Lien) is sent via 1 <sup>st</sup> Class and Certified mail, detailing the amount due, the collection procedures of the Association, an itemized statement of the charges owed by the owner including the principal amount, any late charges and the method of calculation, and any attorney's fees, and a statement detailing that any payments towards such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses (Calif. Civil Code Section §1367). Administrative charge + Certified mail fee.
75	The member will have thirty (30) calendar days to cure the payment delinquency. If the delinquency is not cured within thirty (30) calendar days of the Pre-Lien letter, a NOTICE OF ASSESSMENT (Claim of Lien) will be filed on the member's property (administrative/recording charge).
90	Lawsuit or foreclosure procedure or Small Claims Action may be filed (lien service, attorney or paralegal hourly rates + costs).