

**VIÑA DEL MAR HOMEOWNERS ASSOCIATION
RULES & REGULATIONS**

1. The lots are to be used for residential purposes only. A home office within a residence is permitted as long as it does not unreasonably increase noise or odors, pedestrian or vehicular traffic within the properties. This home office shall not create a nuisance to the neighborhood per the CC&R's (pg. 45, section 8.8)
2. Each owner shall be accountable to the Association and other owners for the conduct and behavior of children and any other family members or persons residing in or visiting his lot. Any damage to the Association property, personal property of the Association, or property of another owner, caused by such children, family members or other persons under contract or visitation, shall be repaired at the sole expense of the owner of the lot where such children, family members or other persons are residing and visiting.
3. No offensive activities, which interfere with the quiet enjoyment of the neighborhood, will be allowed. Any behavior or activity which becomes an annoyance or nuisance to any owners, or in any way cause an increase of insurance rates to the Association, will not be tolerated.
4. Prior review and approval from the Architectural Review Committee is required before the following items may be placed on residence, such as:
Decorative screens, sunshades, awnings and arbors.
Any architectural modifications, changes or alterations to the exterior of the residence such as landscape, exterior paint, major re-landscaping, fencing etc.
No radio or television receiving or transmitting antenna, or external apparatus or satellite dish antenna, shall be installed on any lot except those permitted by the California Civil Code Section 1376, and/or by regulations adopted by the Federal Communications Commission. Roof mounted equipment should be placed in an area that is not obtrusive. Please refer to CC&R's, page 43, section 8.5
5. All rubbish, trash, and garbage must be regularly removed from the Residence and shall not be allowed to accumulate. All clotheslines refuse containers, wood piles, storage areas, and machinery and equipment are prohibited at any residence, unless obscured from adjoining lots and streets by a fence or appropriate screen approved by the Architectural Review Committee.
6. Rubbish and recycle containers must be placed at curbside no sooner than the evening before pickup and removed the evening of pickup.
7. Skateboarding/rollerblade ramps or structures, and sports equipment such as hockey nets, soccer nets or basketball standards or nets are not permitted in the streets or common areas of the Property.
8. Yard sales, community sales, boutiques or sales involving the community or public population of any kind are not permitted in the community of Viña Del Mar.
9. No Flag Pole over 6 feet in height is allowed in the City of Camarillo. *Per City of Camarillo Municipal Code Section 17.20.090*
10. **Basketball backboards and sports apparatus:** No basketball backboards or other sports apparatus can be attached to the front of any house. Portable backboards are not permitted on the streets or Association property. All portable sports apparatus must be stored so as not to be visible from any street or Association property when not in use.

PET RULES

1. The only animals that may be raised, bred or kept in any residence are dogs, cats, fish, birds, reptiles and other usual household pets, provided that they are not kept, bred or raised for commercial purposes, in unreasonable quantities or sizes or in violation of the CC&R's. 'Unreasonable quantities' ordinarily means more than two (2) pets per Residence; however, the Association may determine that a reasonable number in any instance may be more or less.

2. The Association may limit the size of pets and may prohibit maintenance of any animal that in the Association's opinion constitutes a nuisance to any other owner.
3. Animals must be either kept in an enclosed area or on a leash held by a person capable of controlling the animal. Owners will need to pick up and dispose of pet waste immediately.
4. Each person is liable for any unreasonable noise and for damage to person or property caused by any animals brought or kept on the Properties by such person.
5. County ordinances pertaining to pets shall apply to this community. If any pet becomes a nuisance, as defined by county ordinance, restrictive action will be taken. All animals are the responsibility of their owners and their owners must clean up animal waste products immediately.
6. Every person bringing an animal upon or keeping an animal at Viña Del Mar shall be liable, pursuant to the laws of the State of California, the County of Ventura, the City of Camarillo and the rules and regulations of the Viña Del Mar Homeowner's Association, to each and all persons. Any person who keeps any animal, insect or reptile in the Properties shall indemnify, defend and hold harmless the Association, its officers, directors, contractors, agents and employees from any claim brought by any person against the Association, its officers, directors, agents, employees for personal injuries or property damage caused by such animals.

PARKING RULES AND REGULATIONS

1. General Restrictions: All authorized vehicles owned and operated by or within the control of an owner or a resident of an owner's lot and kept within the property, shall be parked in the assigned garage of that owner to the extent of the space available therein, or on the driveway within such owner's lot if no garage space remains available; provided that each owner shall maintain his/her garage in a manner which ensures that it is capable of accommodating at least the number of vehicles for which it was originally designed.
2. All trailers, campers, motor homes, or other recreational vehicles, mobile equipment, boats, boats on trailers, commercial trucks, or inoperative automobiles are not allowed to be parked or stored on any street within the property, in any part of the Common Area, or at any residence. The abovementioned items can be stored in a private garage and/or screened from public view, the screening must be to the satisfaction and approval of the Architectural Review Committee.
3. The Cul-de-Sacs are not to be used for perpendicular parking. Vehicles should be parked parallel to the curb and with the flow of traffic. Parking on the streets is for guests only, and limited to duration of 72 hours. Our streets should be clear and free of clutter and able to accommodate emergency vehicle traffic, the cul-de-sacs should accommodate the normal course of traffic.
4. Skateboarding, rollerblading, bicycling or the use of scooters of any type is not permitted on the slopes, block walls or benches of the common areas. Waxing of the curb or street for the purpose of skateboarding, or any other type of recreational activity is not permitted. Skateboarding/rollerblade ramps or structures, and sports equipment such as hockey nets, soccer nets or basketball nets or standards are not permitted in the streets or common areas of the property.
5. All unlicensed motor vehicles, including but not limited to motorized scooters, golf carts, dirt bikes, etc., are banned from the streets, sidewalks, paseos, and all Common Area property.
6. No parking shall be permitted on the fire lanes in the properties.
7. No repair, maintenance or restoration of any vehicles may be conducted on the properties except in an enclosed garage when the garage door is closed.
8. Owners shall be responsible for the prompt cleanup of any foreign substance spilled or leaking from any vehicle such as motor oil, coolant or any other substance that may leak from a mechanized vehicle.
9. Temporary parking of 24 hours or less for a house trailer, camper or motor home solely for the purpose of loading and unloading is permitted. No parking is allowed on City streets as per the City of Camarillo Ordinances.

ENFORCEMENT POLICY

The list of the general areas where fines are required will be upheld by the Board of Directors and the Management Company. This list is not comprehensive and additions will be made as required.

Fines may vary depending on the severity of the infraction: \$25.00 is the first level of fines and increase due to repetition of violations.

The payment of any and all legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Homeowner. It is the Homeowner's responsibility to inform their tenants of the rules.

These Enforcement Procedures and Policies are valid from the inception date beginning January 1, 2009 and can be modified or changed by the Board of Directors.

ENFORCEMENT PROCEDURE

Below is an enforcement policy and fine schedule that will be used in accordance with the Enforcement Procedure. The primary objective of the Board of Directors Rules Enforcement Policy is to ensure rules compliance. The California Civil Code now requires HOA Associations to publish a fine schedule. Enforcement and fines may vary depending on the Board's interpretation of the facts presented.

Any violation that is an alleged violation of the rules of the Association will be processed according to the procedures outlined herein.

Schedule of Fines, Fees & Penalties

In order to enforce the Documents of the Association, the Board of Directors may levy fines for violations. Prior to any fines being imposed upon a member and per California Civil Code §1363(H), the member will be notified in writing at least 10 days in advance of a hearing date. The owner who committed the alleged violation shall have the opportunity to appeal such violation by speaking before the Board at a hearing.

Within 15 days of the conclusion of the hearing, the Board shall advise the owner in writing whether or not they are imposing a disciplinary action, including a fine. As always, homeowners are encouraged to attend monthly meetings. Fines may be imposed as follows:

First Offense: Written Notice

Second Offense*: \$25.00 Penalty and a hearing before the Board

Third Offense*: \$50.00 Penalty

Fourth Offense*: \$75.00 Penalty

Fifth Offense*: \$100.00 Penalty

Subsequent Violations*: \$500.00 PENALTY and subject to legal action, the homeowner is responsible for attorney's fees.

**of the same violation within a twelve month period*

Failure to submit an architectural application as required in Article IV, Section 4.2, page 20 of the CC&R's of the Association - \$250.00

The Homeowner will be notified as to the decision rendered by the Board as a result of the hearing. If the Homeowner is found to be in violation of the Association's documents, the Board will either a) seek remedy by use of the legal system, b) apply monetary fines to the Homeowner's assessment billing, c) choose to correct (or cause to be corrected) the violation and assess the Homeowner for reimbursement of costs, or d) a combination thereof. If the decision is to pursue a monetary fine system, the Viña Del Mar Homeowner's Association Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R's, Bylaws, Rules and Regulations, or Architectural Guidelines of the Association.

ELECTION RULES – *Adopted March 2010*

Pursuant to California Civil Code Section 1363.03, the following rules and procedures shall apply for the Election and Removal of Directors.

1. Meeting at Which Secret Ballots Shall Be Tabulated.
 - a. The inspector(s) of election shall tabulate the ballots for the election of directors at the annual meeting of the owners or, if no quorum is present, at an adjourned meeting duly noticed. The Board of Directors shall determine the date, time and place of said annual meeting and/or adjourned annual meeting of the owners in accordance with the Association's Bylaws.
2. Nomination of Candidates.
 - a. At least sixty (60) days before the date of the meeting, at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Candidate Nomination Form.
 - b. According to the Association's Bylaws "The affairs of the Association shall be governed and managed by a Board of Directors, each of whom, except for those appointed and serving as first Directors, must either be an Owner or an agent of Declarant for so long as Declarant owns a Lot in the Project or is entitled to add any of the Annexable Territory to the Property without the vote of the Members pursuant to the Declaration. Prior to the first annual meeting of the Members, the Board shall be composed of three (3) Persons. At the first annual meeting, the Members shall elect five (5) Persons to the Board, and the Board shall thereafter be composed of five (5) Persons..." [Bylaws, Article IV, Section 4.1]
 - c. "Directors shall be elected by secret written ballot of the Members. At the first annual meeting of the Members, new Directors shall be elected by the Members as provided in these Bylaws, and all positions on the Board of Directors shall be filled at that election. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at any special meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. The term of the office of the three (3) Directors receiving the highest number of votes at the first annual meeting shall be two (2) years and the term of office of the two (2) Directors receiving the next highest number of votes at the first annual meeting shall be one (1) year. At each annual meeting thereafter, new Directors shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past Directors. The term of office of each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director shall be two (2) years. The term of office of each Director elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any person serving as a Director may be reelected, and there shall be no limitation on the number of terms during which he may serve..." [Bylaws, Article IV, Section 4.5(a)]
 - d. Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications set forth in Section 2.2 hereinabove, and must confirm their willingness to run for election to the board. Any candidate nominated by another person, prior to the deadline for nominations by the candidate nomination form, will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. Write-in candidates and candidates nominated from the floor, at the meeting, must be present to accept said nomination.
 - e. All candidates who meet the qualifications to serve on the Board, if any, and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
 - f. The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on, such form, which deadline must be at least thirty (30) days before the date the ballots for the election of directors are scheduled to be counted.
3. Inspector(s) of Election.
 - a. The Board shall appoint one or three independent third party(ies) as inspector(s) of election after the close

of candidate nominations, but before the secret ballots are mailed to all of the owners. An independent third party includes, but is not limited to:

- i. a volunteer poll worker with the county registrar of voters;
 - ii. a licensee of the California Board of Accountancy;
 - iii. a notary public;
 - iv. a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related to a member of the Board of Directors or a candidate for the Board of Directors; and,
 - v. a person who is currently employed or under contract to the Association for any compensable services.
- b. Prior to the secret ballots being mailed to all of the owners, the inspector(s) of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which may be the Association's property manager, if any.
 - c. The inspector(s) of election shall also do all of the following:
 - i. determine the number of memberships entitled to vote and the voting power of each.
 - ii. determine the authenticity, validity, and effect of ballots, proxies, etc., if any;
 - iii. receive ballots;
 - iv. hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - v. count and tabulate all votes;
 - vi. determine when the polls shall close;
 - vii. determine the result of the election;
 - viii. perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section.
 - d. The inspector(s) of election may appoint and oversee additional persons to count and tabulate the votes as the inspector(s) deem(s) appropriate.
 - e. An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
 - f. Any report made by the inspector or inspector(s) of election is prima facie evidence of the facts stated in the report.
 - g. The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.
4. Secret Ballot Procedure; Record Date.
- a. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting.
 - b. Ballots must ensure the confidentiality of the voters.
 - i. A voter may not be identified by name, address, or lot, parcel, or unit number on the ballot;
 - ii. The ballot may not require the signature of the voter;

- iii. The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address (separate interest identifier) with unit number if any, that entitles him or her to vote. The second envelope is addressed to the inspector(s) of election of the Association, who will be tallying the votes. Failure to do so will invalidate the ballot and member's vote.
 - c. Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided, only those ballots which are delivered to the inspector(s) of election prior to the polls closing shall be counted.
 - d. A member may submit a written request to the Association for a receipt for delivery of the election materials.
 - e. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
 - f. Once cast, secret ballots cannot be revoked; they are irrevocable.
 - g. The polls shall open on the date the ballots are mailed, and close when the voting period is officially closed at the annual membership meeting by the Inspectors of Election.
5. Campaigning.
- a. All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may 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.
 - b. All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.
6. Handling of Ballots.
- a. As secret ballots are returned to the Ballot Collector, the Ballot Collector shall check off on a sign-in sheet that a ballot has been received for such a resident. The first secret ballot received for any residence shall be the ballot which is counted. Any subsequent ballots for the same residence which are received shall be deemed invalid and shall be discarded.
 - b. The sealed ballots at all times shall be in the custody of the inspector(s) of election, Ballot Collector, or at a location designated by the inspector(s) until delivered to the inspector(s) at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspector(s) of election, the ballots shall be transferred to the Association.
 - c. No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
 - d. After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.
7. Tabulation of Votes; Quorum Requirement.
- a. All votes shall be counted and tabulated by the inspector(s) of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.
 - b. The inspector(s) of election shall confirm that no more than one ballot was returned for each residence.
 - c. Any candidate or other member of the Association may witness the counting and tabulation of the votes.

- d. The inspector(s) of election may establish a physical boundary or buffer zone around them during the tabulation of ballots.
 - e. In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners.
8. Announcement of Results.
- a. The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.
 - b. Upon certification of the election results by the inspector(s) of election, the newly elected Board members shall be deemed to have taken office.
 - c. Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all members.
9. Other Voting/Campaign Issues.
- a. The total number of memberships entitled to vote equals the total number of residences in the Association. However, owners whose voting rights have been suspended in accordance with the Association's governing documents after notice and hearing shall not be entitled to vote.
 - b. "...Cumulative voting shall be used in the election of Directors for any election in which more than two (2) Directors are to be selected, subject only to the procedural prerequisites to cumulative voting in the following sentence. A member may cumulate his votes for any candidate for the Board if the candidate's name has been placed in nomination prior to the voting and if such Member, or any other Member, has given notice at the meeting prior to the voting of such Member's intention to cumulate votes. If a Member cumulates his votes, such Member may cast a number of votes equal to the Member's share of the voting power as set forth in the Declaration, multiplied by the number of Directors to be elected." [Bylaws, Article IV, Section 4.5(2)]
 - c. Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the association (except the ballot and voting materials and equal access communications sent pursuant to the Section, above, entitled "Campaigning").
 - d. The Board of Directors may enact and implement a "Meeting Code of Conduct" to govern the conduct of members at meetings.

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 Viña Del Mar's CC&R's.

1. 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.**
2. 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.
3. Regular assessments and special assessments shall be delinquent if not paid within fifteen (15) days after they

become due.

4. 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 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.
5. 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%).
6. 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.
7. 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.
8. 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 Viña Del Mar 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.**
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. The Association shall charge the owner a Twenty Dollar (\$20) fee for any check returned unpaid by the owner's bank.
16. 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.
17. The mailing address for overnight payment of assessments is: Viña Del Mar Homeowners Association, c/o Anchor Community Management, Inc., 215 E. Daily Drive, Suite 10, 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

Day Action/event

- 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 1st 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).