

# SYCAMORE CREEK OWNERS ASSOCIATION



## RULES AND REGULATIONS

REVISED 2008

### I. GENERAL RULES AND REGULATIONS

1. Signs of any type are prohibited in the common area. One (1) 'For Sale' or 'For Rent' sign allowed in the window of the unit, and one *magnetic* sign of reasonable size and design on the garage door. Signs on garage doors may **not** be attached by any other means. Reasonable size is meant to indicate the average size used by local real estate professionals in their line of work.
2. No major auto repairs or dismantling of vehicles is to be done on the premises, including in garages.
3. Exterior alterations, repairs or additions which affect the exterior appearance of a building thereof, must have the *prior written consent* of the Board.
4. Nothing shall be attached to the exterior of the building such as signs, clotheslines, and nails, without the *prior written consent* of the Board.
5. Exterior painting of any structure in the complex without *prior written consent* of the Board is prohibited.
6. Unit owners shall be responsible for the actions of and any damage caused by their tenants, the tenant's children or guests of the tenant.
7. Owners are responsible for keeping their tenant registration information up to date with management. This information is needed in case of emergency and for parking security. Owners who fail to provide this information prior to their tenants moving in will be subject to the same fines listed elsewhere in this booklet.
8. No article shall be hung or shaken from the balconies, doors or windows.
9. No articles (i.e.: bicycles, exercise equipment, firewood, trash cans, etc.) shall be stored outside in either the common areas or the exclusive use common areas (such as balconies and patios), unless those objects are barbecues, patio furniture, flower pots on coasters, and hoses (not attached to wall). All plants within the patios, which are visible to others, must be kept in good condition, i.e.: no dead or dying plants.
10. Absolutely no firearms, fireworks or incendiary devices may be discharged in complex.
11. Throwing balls or any other objects against building or around plants and shrubs is not allowed.

12. The County and City Ordinances pertaining to dogs apply to this project. These ordinances provide in part that dogs must be kept on a leash or confined within the owner's unit. If any pet becomes a general nuisance, restricting action may be taken by the Board. Pets are the responsibility of the owner. No food is to be left outside for animals of any kind. All animals in Sycamore Creek must be on a leash when outside. The person walking the animal on a leash is expected to immediately clean up any waste left by the animal. Damage to grounds, animals off leash and offenses involving animals are subject to the fine schedule.
13. Only Association sponsored garage sales are permitted.
14. Residents are not permitted to remove any equipment from the common areas.
15. All streets, driveways, sidewalks, entries and passages in the complex shall remain unobstructed.
16. No obnoxious or offensive activity, or excessive noise shall be carried on upon any portion of the development.
17. Only items that fit into the dumpster are to be left in the trash areas. Larger items such as appliances, box-spring mattresses, etc. will not be permitted and must be disposed of by the owner. Failure to comply with this rule will result in an assessment to the owner for the cost of having the item removed.
18. Any abuse to gates, including but not limited to climbing over them, forcing them open or propping them open, will result in a violation warning and/or a monetary fine assessed to the homeowner, plus any costs for the repair of the gate being imposed upon the violator.
19. Garages may not be used as living quarters. No person or persons are allowed to sleep or live in garages.
20. Littering is not allowed. Trash of any kind, including but not limited to cigarettes and bottles, may not be dropped anywhere on the ground, including the creeks.

The Association shall enforce these rules within the requirements contained in Civil Code §1363 which state in part:

“(h) When the board of directors is to meet to consider or impose discipline upon a member, the board shall notify the member in writing, by either personal delivery or first-class mail, at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a member may be disciplined, and a statement that the member has a right to attend and may address the board at the meeting. The board of directors of the association shall meet in executive session if requested by the member being disciplined. If the board imposes discipline on a member, the board shall provide the member a written notification of the disciplinary action, by either personal delivery or first-class mail, within 15 days following the action. A disciplinary action shall not be effective against a member unless the board fulfills the requirements of this subdivision.”

## **II. POOL RULES AND REGULATIONS**

We would like to emphasize that the pool is for the use of all residents of Sycamore Creek. These rules were established to ensure safety for all who use the pool. Therefore, the Board will not hesitate

to levy fines and/or suspend pool and spa privileges to anyone abusing the rules.

Infractions are recorded and kept on file for a period of three years. Any violation of the pool or spa rules will result in a warning and/or a monetary fine assessed to your account. The fine schedule is as follows:

- 1<sup>st</sup> violation - Warning**
- 2<sup>nd</sup> violation - \$25.00 fine with a hearing before the Board**
- 3<sup>rd</sup> violation - \$50.00 fine**
- 4<sup>th</sup> and higher violation - \$100.00**

1. THERE IS NO LIFEGUARD ON DUTY.
2. Pool and spa hours are:
  - 8:00 a.m. - 10:00 p.m. - Sunday through Thursday
  - 8:00 a.m. - 12:00 midnight - Friday and Saturday
3. All guests must be accompanied by an adult resident (18 years or older) at all times when using the pool or spa.
4. Children under 14 years MUST be accompanied by an adult resident (18 years) when using the pool or spa. Parents are urged to contact their physician in order to determine if there are any health risks to their children.
5. Six guests plus unit occupants are allowed in the pool and spa.
6. Pool users must shower before entering pool.
7. No toys, bicycles, skateboards, rollerblades or inflatable swimming devices are allowed in or around the pool and spa.
8. No running, pushing or rough-housing, diving or jumping into pool or spa is allowed.
9. Intoxication in the pool and spa area is not allowed.
10. No litter is to be left at pool area.
11. No glass is allowed at pool or spa areas.
12. Only toilet trained children are allowed in the pool. No children in diapers are allowed in the pool or spa.
13. Reserving the lounges is not allowed. They are provided on a first come-first served basis.
14. Per the Ventura County Environmental Department ordinances, pets are not allowed in the pool or spa or surrounding areas. Violators may receive a fine and be levied an assessment totaling the actual costs involved in cleaning the pool or spa.
15. Swimming suits must be worn. Cut-offs or trousers are not allowed.
16. The tossing of objects into the pool or spa is strictly prohibited.

***ALL CHILDREN 14 YEARS AND UNDER MUST BE ACCOMPANIED BY AN ADULT RESIDENT (18 YEARS OR OLDER) AT ALL TIMES WHILE IN THE POOL AND SPA AREAS.***

### **III. ARCHITECTURAL RULES**

Violations of these rules will result in the following actions being taken:

- 1<sup>st</sup> violation - Warning**  
**2<sup>nd</sup> violation - \$25.00 fine with a hearing before the Board**  
**3<sup>rd</sup> violation - \$50.00**  
**4<sup>th</sup> violation - \$100.00**

1. No changes may be made to exterior of buildings or units without prior written consent of the Board.
2. All requests for maintenance repairs must be made in writing and sent to Management.
3. Antennas and satellite dishes (diameter or diagonal measurement of 36" or less) may be installed within the complex, providing that such installations are in compliance with the FCC ruling and the OTARD Rule (also FCC). Homeowners must receive written Architectural Committee approval prior to installation. The Architectural Committee will determine the location of the satellite dish. Selected locations will allow for proper reception while maintaining the desirability and attractiveness of the community. Failure to obtain written approval from the Architectural Committee will constitute a violation of the CC&R's and shall require modification or removal of unauthorized work or improvements at your expense.
4. Plants may not be planted in the common area without the prior approval of the Board. If a resident wishes to donate a plant to the common area, Management will have the landscaper determine if the plant is appropriate for the locale. If it is determined that the plant is appropriate, the landscaper will maintain the plant.
5. No trimming or pruning of landscape by anyone but the landscaper is allowed. Requests for landscape maintenance may be made, in writing, to the Management Company.
6. Window treatments will be kept in good condition. No sheets or foil will be allowed. Screens must be maintained in good repair. If replaced, they must be replaced with like screen.
7. No signs, stickers or decals advertising products or businesses or the like may be placed in windows except acceptable signs advertising 'For Sale' or 'For Rent'.
8. Residences are to be used for living purposes only.
9. Garage doors are to be closed at all times, except when someone is in attendance.

#### **IV. SECURITY AND SAFETY RULES**

Infractions of security and safety rules are recorded and kept on file for a period of three (3) years. Any violation of the Security and Safety rules will result in a violation warning and/or a possible monetary fine assessed to your account. Violations of these rules will result in the following actions being taken:

- 1<sup>st</sup> violation - Warning**  
**2<sup>nd</sup> violation - \$25.00 fine with a hearing before the Board**  
**3<sup>rd</sup> violation - \$50.00**  
**4<sup>th</sup> violation - \$100.00**

1. The speed limit in the complex is 10 mph. Speeding or driving the wrong way will result in a violation being issued.
2. Parents/guardians are responsible for children's behavior on the grounds at all times.

3. Willful destruction or vandalism to property will result in a violation being issued, as well as prosecutions and restitution.
4. Climbing on rocks, trees, roofs or any other Association property is not allowed. When walking in the community, residents are prohibited from leaving the walkways, i.e.: stepping on plants or shrubs, entering creek, climbing fences or walls, etc. Parents whose children do so are subject to a violation notice.
5. Glass is not allowed at pool or spa areas.
6. No running, skateboarding, skating or rollerblading are allowed in complex. Bicycles may be ridden outside of fenced area only.
7. Absolutely no firearms, fireworks or incendiary devices may be discharged in complex.

***A VIOLATION WARNING AND/OR FINE WILL BE ASSESSED TO ANYONE FOUND TAMPERING WITH LIGHTS, GATES OR ANY ASSOCIATION PROPERTY.***

### **V. PARKING RULES**

The following parking rules will supersede all other parking rules for Sycamore Creek. These rules were developed with input from legal counsel and from the City of Camarillo, with respect to parking ordinances for the city. In developing these rules, the Board of Directors was sensitive to the many viewpoints of the homeowners while still attempting to solve the parking problems. They are confident you will find these rules to be fair and complimentary to the needs of most residents. In addition to having their vehicles towed and attendant costs, residents may expect the following violations and fines to be levied by the HOA for each parking infraction:

**1<sup>st</sup> violation - Warning**

**2<sup>nd</sup> violation - \$25.00 fine with a hearing before the Board**

**3<sup>rd</sup> violation - \$50.00 fine**

**4<sup>th</sup> and higher violation - \$100.00**

#### **A. RESIDENT PARKING**

**No parking or stopping is permitted in the red zone.** Residents must first use their garages for the parking of their vehicles. All residents of Sycamore Creek HOA must provide their vehicle information to Security every time that information changes, or when requested. If residents have three or more vehicles, some provisions for the parking of the third vehicle may be made by the Board. However, there are specific requirements residents and/or their vehicles must meet in order to qualify for a third vehicles assigned space. Those requirements are as follows.

#### **B. THIRD VEHICLE PARKING**

1. All vehicles whose owners are applying for a third vehicle status **must be registered to a resident of Sycamore Creek with a Sycamore Creek address.**
2. Residents may purchase an additional third parking space (subject to availability) for a fee of \$40.00 per month. All third vehicle parking will be in assigned spaces.

#### **C. TEMPORARY PARKING**

1. **Two Temporary resident only parking spaces can be approved by reservation only by contacting Anchor Community Management.** These temporary parking spaces are subject to availability. Residents receiving approval for temporary parking may utilize the space

for a period of no more than five days within a six-month period. All vehicles must be operable and must be registered with the Management Company. Vehicles, with a temporary vehicle permit, can be towed if parked in any space but the one explicitly assigned that vehicle.

2. Commercial vehicles and/or company cars may **not** be parked in any Sycamore Creek parking space. Residents having a company vehicle registered in their name must park that vehicle in their garage. Residents owning a third vehicle registered to a Sycamore Creek address may apply for a third vehicle permit.

#### D. GUEST PARKING

The Sycamore Creek CC&R's specifically state that *Guest Parking* spaces are reserved for the exclusive use of guests of Sycamore Creek residents and **not** for the residents themselves.

1. A "Guest Pass" placard, visible from the front window of the vehicle, must be displayed in all vehicles belonging to guests.
2. Vehicles belonging to a guest without a "Guest Placard" displayed will be towed
3. Vehicles registered to a resident of Sycamore Creek HOA parked in designated guest only parking will automatically be towed
4. Guests may park in 'Guest Parking' for 5 days out of a 30 day period. The "Guest Placard" must be visible in the vehicle at all times. Exceptions may be granted by Cornwall Security by calling (805) 676-1828. Please keep in mind that roommates, tenants or lessees are not considered guests.
5. "Guest Parking" passes must be obtained through Anchor Community Management. A \$25 fee is levied for each pass. These passes will not be issued to tenants without prior written approval from the owner of the unit.

#### E. RV PARKING

1. **Motorhomes:** Only self contained and self-propelled motorhomes will be allowed to park in Sycamore Creek. Boats, trailers, pop-ups, fifth wheels, utility trailers, and the like will not be accommodated.

2. **Dimensions:** RVs may not exceed any of the follow dimensions:

Motorhomes 22 feet in length or less may be located in any designated RV parking space. Motorhomes may be parked on the premises only if suitable parking is available. No portion of the vehicle may overhang the landscaping or curbing.

Height may not exceed 12 feet in height as measured from the ground to the highest point on the unit, including attached accessories and antenna.

Width may not exceed 8 feet including any attached accessories, but excluding mirrors. Mirrors shall be "turned in" when parked on the premises.

3. **Quantity:** Only one RV will be permitted per unit. Proof of ownership of an RV is required. The motorhome must be registered to a Sycamore Creek owner at Sycamore Creek address. Properly registered SC tenants may apply for an RV space, with all the same requirements.
4. **Exterior:** Unit must be kept in good repair. Units must either be covered or cleaned on a

regular basis. Cleaning must occur not less than once every 60 days unless the unit is covered, and cleaning may not occur on the premises. Covers must be fabric, custom fitted for the unit and must be maintained in good repair. **Under no circumstances are vinyl or plastic tarps, or plastic sheeting to be used to cover units.**

5. **Insurance:** Proof of current insurance is required. Proof of insurance must be provided to the Management Company (at least) once per year.
6. **Running:** All motorized RV must be in drivable condition at all times.
7. **Discharge:** Under no circumstances shall any fluids be discharged from an RV unit onto the ground including water, sewage, and oils. Units may not attached to electrical or water connections at anytime.
8. **Occupancy:** Under no circumstances is any unit to be lived in for **any** period of time while being stored on the premises.
9. **Removal:** Temporary removal of motorhomes may be asked of owners for a period of not less than 72 hours, a minimum of 4 times per year in order to accommodate cleaning of the surrounding area. It is the responsibility of the RV owner to make secondary parking arrangements for their RV.
10. **Temporary:** There is no temporary RV parking permitted. All RV's parked on the premises shall have a current and valid permit.
11. **Loading:** Loading and unloading of RV's on premises is permissible, provided it does not interfere with other residents' access to their garages and parked vehicles. Loading and unloading activities are limited to 24 hours either before leaving or after returning. All other Association rules of homeowner conduct apply.
12. **Application:** An application form and fee of \$100.00 to off-set administrative expenses must be submitted to the Management Company **prior** to a permit being issued. The fee is non-refundable. A new application and payment of fees is required for every new RV permitted, whether or not an existing permit has been issued to a homeowner. Permits are non-transferable. Applications must be submitted 2 weeks in advance of date needed.
13. **Fees:** A \$100 administrative fee is due and payable when a new permit is issued and again on the first of the year, every year, for every RV permit issued. This fee is non-refundable. No partial month or yearly fees will be levied. Regardless of when you apply for a permit, you will be charged an entire year's fee.
14. **Violations:** A warning will be issued for any violation of these regulations. Violations must be corrected within 72 hours. Failure to correct the violation will result in a hearing before the Board of Directors and possible revocation of permit for a period of not less than six months. Three or more warnings in any calendar year will result in administrative revocation of the permit and require a hearing before the Board of Directors for reinstatement.
15. **Damages:** Any damages to the complex as a result of RV parking are the sole responsibility of the person issued a permit. Any expenses involved in enforcement of these rules and regulations, including administrative costs and towing expenses, shall be the responsibility of the permit holder.

## **VI. ELECTION AND VOTING POLICY - CALIFORNIA CIVIL CODE § 1363.03**

The following Rules and Procedures shall apply to all elections regarding assessments legally requiring a vote of the membership, election and removal of members of the Association's board of directors, amendments to the governing documents, or the grant of exclusive use of common area property pursuant to Civil Code Section 1363.07.

### **A. CAMPAIGNING**

1. 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.
2. 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.
3. 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 communication sent pursuant to this policy).

### **B. NOTICE OF ELECTION MEETING AND NOMINATION OF CANDIDATES**

1. At least sixty (60) days before an election meeting of the Association, the Board of Directors or its agent shall send a Notice of Election Meeting to each member of record. This Notice shall state the location and date and time of the meeting, and shall further specify whether cumulative voting is permitted by the governing documents and that cumulative voting will apply at said election. Concurrently with the mailing of the Notice of Election Meeting, the Association shall mail to each owner a Candidate Nomination Form.
2. The qualification(s) to serve on the Association's Board of Directors are as set forth in Article V of the Bylaws.
3. Owners may nominate themselves or another person; provided, however, all candidates must meet the qualifications identified in Section 2.2.
4. Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.
5. All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot.
6. The Candidate Nomination Form must be returned to the Association at the address provided on, and by the deadline stated on such form. Nominations from the floor of the

election meeting shall be permitted if allowed under the Bylaws, but due to the mail balloting procedure, the names of nominees from the floor will not have appeared on the ballots mailed to all members.

7. In addition to the above nomination method, the Association's governing documents may provide for the nomination of candidates from the floor of membership meetings or nomination by any other manner.

### **C. SECRET BALLOT PROCEDURE; RECORD DATE**

1. 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 thirty (30) days prior to the deadline for voting. If cumulative voting is permitted, the Ballots shall specify that members may cumulate their votes.
2. Ballots must ensure the confidentiality of the voters.
  - a. A voter may not be identified by name, address, or lot, parcel or unit number on the ballot;
  - b. The ballot may not require the signature of the voter;
  - c. 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 owner's name, address, and lot, or parcel, or unit number that entitles him or her to vote is printed. The owner must sign his or her name on the outside of the return envelope. The second envelope is addressed to the inspectors of election, who will be tallying the votes.
3. 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 inspectors of election prior to the polls closing shall be counted.
4. A member may request a receipt for delivery.
  - a. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
5. The voting qualifications and voting power of each membership are as set forth in Article III of the Bylaws and Article I of the CC&Rs.

### **D. INSPECTORS OF ELECTION**

1. The Board shall appoint three independent third parties as inspectors of election before the secret ballots are mailed to all of the owners. Independent third parties include, but are not limited to:
  - a. a volunteer poll worker with the County registrar of voters;
  - b. a licensee of the California Board of Accountancy;
  - c. a notary public;
  - d. 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;
  - e. a person who is currently employed or under contract to the Association for any

compensable services.

2. Prior to secret ballots being mailed to all of the owners, inspectors of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector").
3. The inspectors of election shall also do all of the following:
  - a. determine the number of memberships entitled to vote and the voting power of each;
  - b. determine the authenticity, validity, and effect of proxies, if any;
  - c. receive ballots;
  - d. hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
  - e. count and tabulate all votes;
  - f. determine when the polls shall close;
  - g. determine the results of the election;
  - h. 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 Association regarding the conduct of the election that are not in conflict with this section.
4. 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.
5. Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.
6. 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.

#### **E. HANDLING OF BALLOTS**

1. 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 unit/lot. The first secret ballot received for any unit/lot shall be the ballot which is counted. Any subsequent ballots for the same unit/lot which are received shall be deemed invalid and shall be discarded. Ballots received by the Ballot Collector shall be irrevocable.
2. The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote. After the counting of ballots and the certification of the election results by the inspectors of the election, the ballots shall be transferred to the Association as provided for in Civil Code Section 1363.03(h).
3. 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 to be counted and tabulated.
4. After the transfer of the ballots to the Association, 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. In the event of a recount or other challenge to the election process, the Inspectors of Election or 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.

#### **F. MEETING AT WHICH SECRET BALLOTS SHALL BE TABULATED**

1. The inspectors of the election shall tabulate the ballots for the election of the directors or other matters to which this policy applies at a meeting of the owners, or if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the general meeting of the Association called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of the annual or other general meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.
2. Except as provided for in Section 6.1 and in the governing documents, a secret ballot may be distributed and voted upon by the membership without a meeting.

#### **G. TABULATION OF VOTES; QUORUM REQUIREMENT**

1. All votes shall be counted and tabulated by the inspectors 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.
2. The inspectors of election shall confirm that no more than one ballot was returned for each unit/lot.
3. Any candidate or other member of the Association may witness the counting and tabulation of the votes.
4. 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.

#### **H. ANNOUNCEMENT OF RESULTS**

1. 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.
2. Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.
3. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

#### **I. PROXIES**

1. Proxies for establishment of a quorum are permitted as provided by the Association's Bylaws and in compliance with California law. Proxies shall not be treated as a secret ballot.
2. A person submitting a valid proxy at an election meeting shall be provided with a secret ballot as prescribed herein, provided that the giver of the Proxy has not cast a secret ballot.

## VII. 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 Sycamore Creek'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 10% of the assessment 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 Sycamore Creek 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, 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: Sycamore Creek Owners Association, c/o Anchor Community Management, Inc., 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

#### Day Action/event

- 1 Assessment due
- 15 Unpaid assessment becomes delinquent. A late fee of 10% of the assessment 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).