



# The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

## THE OAKS COMMUNITY ASSOCIATION

### COLLECTIONS POLICY

ADOPTED SEPTEMBER 14, 2021

This notice outlines some of the rights and responsibilities of the Owners of property and of the Members in common interest developments and the associations that manage them per current State and Federal laws, including the Civil Code and the Davis-Stirling Act, as applicable and all of which will prevail if in conflict with any stated policy of the Oaks.

**DISPUTES OR INABILITY TO PAY MUST ALWAYS BE COMMUNICATED TO THE OAKS OFFICE, IN WRITING (MAILED OR EMAILED) OUTLINING ANY DISPUTE, REQUEST FOR PAYMENT PLAN OR REQUEST FOR BOARD HEARING, PRIOR TO THE INVOICE DUE DATE.**

The following policy and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended as required by law, the governing documents and the Board of Directors.

Member rights and privileges may be impacted and suspended by the Board if a Member does not resolve delinquent account balances, as outlined in the governing documents and as allowed by law.

Therefore, pursuant to The Oaks governing documents and Civil Code Section 5600 of the Davis-Stirling Common Interest Development Act, the following is a summary of The Oaks Community Association Collection Policy:

- 1) Annual Assessments (HOA assessment) – Levied annually at the start of the Fiscal Year on January 1 and may be paid in monthly installments (which is how invoices are issued), or may be pre-paid for any period. Installment payments are due on the first of each month and delinquent after the 15<sup>th</sup> of each month.
- 2) Special Assessments – Due on receipt, delinquent 15 days after invoice date.
- 3) Utilities (considered a Utility Assessment, even though based on use) – Due on receipt, delinquent after the 15<sup>th</sup> of each month, and subject to a late fee of \$10.00 or 10%, whichever is greater, after the 15<sup>th</sup>, and finance charges may be applied after 30 days from invoice date if not paid. Utilities are subject to termination of services due to non-payment 45 days after invoice date, or when the utility portion of total bill exceeds \$500.00, whichever comes first. Please see fees and additional Utility information for more on Utility Service Discontinuance and Restoration, including Security Deposits.
- 4) Late Fee - If payment of Assessment, Special Assessment, RV Space Rental, etc. are not received in full by the delinquency date, a late fee of \$10.00 or 10%, whichever is greater, of each unpaid invoice may be assessed after the 15<sup>th</sup>, unless a Promise-To-Pay form (hereinafter called PTP form) has been received by the invoice due date. Late fees do not apply to Fines.
- 5) Interest – If payment is not received in full by the 30<sup>th</sup> day from invoice date, interest at the rate of 12% per annum (1% per month) may be added to the open balance of each invoice and applied each month it remains unpaid. Interest will not compound, and will be assessed on open invoice principal balance only. Interest does not apply to Fines.
- 6) Certified Mail – Collection Warning and/or Delinquent Notice – Certified mail fee may be added to the account when Member has outstanding balances on their account (all types of charges) more than 60 days past due and The Oaks sends out a collection warning letter and statement.
- 7) Promise-To-Pay Agreement - You can request a Payment Plan by calling the office and proposing a payment plan. The General Manager has the authority to approve plans that will pay-off all delinquencies in less than 3 months, in addition to commitment to keep new invoices paid current. If



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the proposed payment plan will exceed 3 months, the proposal must be approved by the Board. If you are a tenant, the lot Owner must also counter-sign any Payment Plan before it will be accepted.

The monthly interest charges will cease with receipt of the first Payment Plan installment payment. Payment must be received by the end of each month to avoid the 1% interest charge posted on the first (1st) of each month. The Association will NOT send you a reminder to pay each month and is not responsible for mail delivery. Payment is due regardless if you receive an invoice or not.

PLEASE NOTE: Verbal promises to pay will not be accepted, nor does a Payment Plan prevent The Oaks from proceeding with recording of a lien. All Payment Plans are immediately nullified if not adhered to on new/current charges or past due balances.

You may also request a Board Hearing if you would like to appear in person to discuss your case. You may request a Board Hearing by calling the General Manager at the office.

8) Collection, Lien and Foreclosure Processing Fees - Once the account is verified to be delinquent, and the Member has not contacted The Oaks to work out a Payment Plan, or they have defaulted on a Payment Plan, the Board will review the file and may vote to turn the account over to a Collection Agency, Attorney, Small Claims or other resources for processing. Additional Certified Mail, Collection Processing Fees and Legal fees may be added to your account as services are incurred and as allowed by law.

9) At the point your case is sent to an agency, all further communications must be directed to the agency and not The Oaks. Owners will be responsible for all collection fees in addition to what is owed to The Oaks. The Oaks Board has the right to direct the agency to pursue collection of any delinquent balance through a Small Claims Action and/or Foreclosure or other, as allowed by law. Utilities must continue to be paid to The Oaks monthly, or you may be subject to Utilities shut-off.

10) Your Rights & Obligations - The homeowner(s) may request a meeting with the Board to dispute the validity of the charges assessed or the Fair Debt Collection Practices notice in writing within 30 days after receipt of said Invoice, Late Notice Delinquent Statement, Certified Mail Lien Delinquency Notice, or the Fair Debt Collection Practices Notice. All requests or disputes must be sent in writing by e-mail to [laurie@theoaksione.com](mailto:laurie@theoaksione.com), or mailed to The Oaks Community Association, 5607 Jackson Valley Road, Lone, CA 95640 by the invoice due date..

11) Small Claims Action - When the past due amount owed to the Association is delinquent, a small claims action may be filed against you in Amador County Superior Court and a Collection Processing Fee may be applied to cover the preparation, time, and administrative costs, in addition to court filing and/or any other costs incurred.

12) Foreclosure of your Property – The Association has the right to conduct a non-judicial foreclosure against your property if your past due assessments are \$1,800 or more in amount or more than 12 months delinquent and are secured by a lien. (See Section 5720 of the Davis-Stirling Common Interest Development Act.). Lien recordings are not subject to these thresholds.

13) Other Fees/Charges – See Current Schedule of Fees, (Attachment A) and Current Schedule of Fines, (Attachment B).

## SCHEDULE OF FEES

### COLLECTIONS POLICY - ATTACHMENT A

ITEM	CHARGE
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<b>TRANSFER FEE BUNDLE – CHANGE OF LOT OWNERSHIP</b>	
Answer Escrow Forms (and follow up on closing)	\$45.00
Welcome Packet	\$20.00
In Office Orientation	\$30.00
Update Member File (new Deed, contact info, etc.)	\$45.00
Close Old Member File (and send any final statement to old owner new address)	\$30.00
Update Security	\$30.00
Inspect Meters and Do Property Audit (reads, violations, maintenance)	\$45.00
Statement of Assessments	\$30.00
<b>TOTAL TRANSFER FEE BUNDLE</b>	<b>\$275.00</b>
<b>MOVE IN BUNDLE – CHANGE TO TENANT/RENTER or OWNER with SIMPLE TITLE CHANGE</b>	
Update Tenant File (copy of new contact info, copy of rent/lease agreement from owner)	\$15.00
Close Old Tenant File (and send any final statement to old owner new address or lot owner)	\$15.00
Update Security	\$15.00
Inspect Meters and Do Property Audit (meter read, violations, maintenance)	\$35.00
Welcome Packet	\$20.00
<b>TOTAL MOVE IN BUNDLE (also used for name change only, within family (due to death, marriage, divorce, etc.), no escrow involved)</b>	<b>\$100.00</b>
<b>Non-Sufficient Funds (NSF) – Returned check Fee</b>	<b>\$35.00</b>
<b>Unregistered Resident, Owner, Tenant, Vehicle, Pet, etc.</b> within 30 days of move-in, change to this information (will apply to both Owners and Tenant accounts in the case of rentals)	\$25.00/month until full registration completed
<b>Pool Key</b>	\$15.00 deposit per key
<b>Gate Remote</b>	\$40.00 deposit per remote
<b>Late Fee on Assessments</b> (regular & special), Due on receipt, delinquent and late fee applied after 15 <sup>th</sup> of each month, per monthly Assessment or Special Assessment billed and not paid (all payments will first be applied to the oldest open assessment invoice, so if current invoices remain unpaid, late fees and finance charges may still be applied)	10%
<b>ITEM</b>	<b>CHARGE</b>
<b>Interest charge on unpaid Assessments</b> (regular & special), applies after 30 days past due, billed monthly on delinquent assessments, special assessments, legal fees, etc. as allowable by law (applied on original bill amount, not compounded)	1%/mo (12% annual)



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<p><b>Utility Late Payments</b> – due on receipt, delinquent if not paid by the 15<sup>th</sup>, late fee applies after the 15<sup>th</sup>, finance charges apply after 30 days from invoice date (applied on original bill amount, not compounded)</p>	<p>\$10 or 10% late fee (whichever is greater), then 1% (12% annual) finance charge</p>
<p><b>Collection or Legal Processing Fee</b> (charged at time file sent to outside agency)</p>	<p>\$50.00</p>
<p><b>Meter re-read fee</b> (if your gate is locked, dogs not secured, etc. that prevent meter reading from occurring and we have to send out again after more than 1 prior warning)</p>	<p>\$25.00</p>
<p><b>Utility Reconnection Fee</b> – during business hours (this fee may be applied at the time we dispatch someone to turn off utilities, regardless if you run to the office and pay while that is occurring, that is already too late)</p>	<p>\$60.00</p>
<p><b>After Hours Utility Reconnection Fee</b> – if available and requested after normal business day/hours (in addition to standard Reconnection Fee above)</p>	<p>\$45.00</p>
<p><b>Utility Credit Deposit</b> – Calculated based on Average Utility bill for the property over the last 12 months, divided by 12, multiplied x 2. Utility Deposit will be required for all new residents, unless you have guarantor agreement from a resident in The Oaks who has lived in The Oaks for more than 12 months and had no late payments in preceding 12 months, or can provide letter from prior utility, on their letterhead, showing on-time payments for preceding 12 months. Security Deposit billing/requirement will also be implemented for residents if you receive more than 2 shut-off notices, or would have been subject to them, in any 12 month period, and must be paid, along with past due utilities, once shut-off has been done, before utilities will be reconnected)</p>	<p>Variable by lot based on utility billing history</p>
<p><b>Tampering with meters</b></p>	<p>Min. \$500.00 per occurrence</p>
<p><b>Certified Mailing Fee</b> each occurrence and per address of all individuals on title and Tenants</p>	<p>\$ = amount charged at Post Office</p>
<p><b>Clubhouse Rental</b></p> <p>*The Oaks may donate space at their discretion, with priority given to residents with advance reservations, for outside community activities as approved by the Board, at no cost.</p> <p>Note: Any requirement for prior day set-up, access will be billed as an additional rental day</p>	<p>Resident \$25.00 per day, \$200.00 cleaning deposit.</p> <p>Non-Residents * \$200.00 per day, \$200.00 cleaning deposit</p>
<p><b>ITEM</b></p>	<p><b>CHARGE</b></p>
<p><b>RV Space Rental</b> – Monthly</p>	<p>\$30.00 to \$40.00/month (see office for current monthly rental charge)</p>



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<b>RV Space Rental – Security Deposit</b> (refundable if all space rental paid in full and space cleaned out by move out date to as-obtained condition)	\$ = 2 x monthly space rent
<b>CC&amp;R's, Rule &amp; Regulations, etc. Fines</b>	Up to \$ 100.00 per violation after notice and opportunity to request hearing, and \$20.00 per each additional day after 30 days that violation is not resolved/corrected
<b>Copies/printing</b>	.10/cents per page
<b>Fax</b> – applies to both outgoing and incoming faxes	.25 cents a page
<b>Convenience Fee</b> (credit card processing fee)	\$2.40 per \$100 charged

## SCHEDULE OF FINES

### COLLECTIONS POLICY - ATTACHMENT B

See full details in The Oaks governing documents, specifically Rules & Regulations

**ENFORCEMENT of MONETARY FINES &/or SUSPENSIONS & REVOCATION of PRIVILEGES**



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1. It is important that all members and residents adhere to the community's Governing Documents in order to preserve and enhance property values. In accordance with the California Civil Code, the Oaks Community Association Board of Directors has adopted a Rule Enforcement Policy. This policy is to help ensure compliance with the Association's Governing Documents," Rules & Regulations", and Architectural Guidelines.
2. Management will notify the owner and if applicable, the tenant, of the nature of the violation, and of the corrective measures necessary to correct the violation. Reasonable time will be allowed to take corrective action. Any uncorrected violation or recurrence of the same violation is subject to a fine of up to **\$100.00 per occurrence. After 30 days** from the date the initial fine was assessed, additional fines may be assessed at a rate of up to **\$20.00 per day, should the violation remain uncorrected.**
3. Violation of parking rules is subject to a fine of up to **\$100 per occurrence.**
4. Violation of Section IV rules is subject to the following:
  - a. Misbehavior .....15-day suspension & revocation of privileges
  - b. Boisterous /violent behavior ..... 60-day suspension & revocation of privileges
  - c. Violation of Suspension .....longer suspension & revocation of privileges
  - d. Violation of a 60 to 90-day suspension will result in an **automatic \$100.00 fine** to the owner/tenant, in addition to another 90-day suspension. In the event the violation was committed by a minor, the parent/guardian, or if guest, the owner will be notified in writing of the infraction and resulting suspension and or fine.
5. Tampering with meters will result in a fine of **not less than \$500.00 per occurrence.** Meter tampering means doing anything that causes the meters to run slower or not at all. It also includes anything that is used to divert electricity, gas or water from around the meters. Meter tampering is theft of utilities from your neighbors and the rest of the Community and is considered a criminal offense. Anyone suspected of meter tampering will be reported to the Amador County Sheriff's Office and the Amador County District Attorney for prosecution.
6. An owner who receives a notice of suspension and or a fine has the right to appeal to the Board of Directors. The appeal must be stated in writing and delivered to The Oaks Office, Located at 5607 Jackson Valley Road, Lone, CA. within ten (10) days of issuance. A Hearing by the Board of Directors will then be scheduled for the next scheduled Board of Directors Meeting. During the violation hearing members have the right to present testimony and produce witnesses.