

COUNTRY VIEW HOMEOWNERS' ASSOCIATION DELINQUENCY POLICY

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code Section 1365 (d), the following Association's assessment practices and policies.

1. Assessments, late charges, and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 1367(a); Civil Code Section 1367.1(a)).
2. Regular quarterly assessments are due and payable on the first day of each quarter (Jan 1st, Apr. 1st, July 1st, Oct 1st) . A courtesy billing statement is sent each quarter to the billing address on record with the Association. **However, it is the owner of record's responsibility to pay each assessment in full each quarter regardless of whether a statement is received.** All other assessments, including special assessments, are due and payable on the date specified by the Board of the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. 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, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten dollars (\$10) or ten percent (10%) which ever is greater for each delinquent assessment per unit.
5. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge
6. If an assessment payment is not received more than fifteen days after the second quarterly assessment due date (105 days), the Association will cause a first collection letter to be mailed to the delinquent owner stating all sums that are delinquent and demanding payment. The delinquent owner will incur a charge for this collection letter.
7. If an owner fails to pay the amounts set forth in the first collection letter within thirty (30) days of the date of that letter, the Association will send a final collection letter to the owner to the owner's mailing address of record advising the delinquent status of the account and impending collection action. The owner will be charged a fee for this collection letter.

8. If an owner fails to pay the amounts set forth in the final collection letter within thirty (30) days of the date of that letter, the Association will authorize a collection agency to record a lien for the amount of any delinquent assessments, late charges, and/or costs of collection, including attorneys' fees, against the owner's property. The owner will be charged for the fees and costs of preparing and recording the lien. Thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 1367 (e); Civil Code Section 1367.1(g)).
9. If an owner, within thirty (30) days from the date of recordation of the lien, pays to Association, under protest, all amounts required by Civil Code Section 1366.3 (the amount of assessments, late charges, all fees and costs to date of preparing and filing the lien, including attorneys' fees, not to exceed the statutory allowance), the owner may request resolution of the assessment dispute by Alternative Dispute Resolution as outlined in Civil Code Section 1354, by civil action, or by other procedures available through the Association.
10. Any owner whose check is dishonored will incur a twenty-five dollar (\$25) check charge.
11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
12. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, and costs of collection associated with collection of those assessments.
13. Any owner who is unable to pay assessments 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. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.
14. 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.
15. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, and costs of collection, including attorneys' fees, must be paid in full to the Association.
16. All charges listed herein are subject to change upon thirty (30) days prior written notice.
17. **The mailing address for overnight payment of assessments is:**

Community Association Management
6088 Sunol Blvd., Suite 100
Pleasanton, CA 94566-7850