

General Notice of Proposed Rule Change

In accord with Section 4360 of the Civil Code, *Approval of Rule Change by Board*, the attached document entitled “Collection Policy” is a proposed restatement of the collection policy and guidelines relating to the collection of assessed dues by the Gold Ridge Forest Property Owners Association. The proposed rules largely restate previously adopted collection policies.

However, the proposed rules add a process as required the Association’s Second Restated Bylaws contained in its Article 18, which became effective in August 2023. The bylaws now require a specific process when a member’s rights are suspended by the Board of Directors. The proposed collection policy proposes a procedure to ensure due process for the suspension of a member’s privilege to use the recreation area facilities when the member has not paid their required dues assessment. The procedure includes notice of the proposed suspension and a hearing date for the member to address the Board of Directors in executive session.

Collection Policy - Gold Ridge Forest Property Owners Association

This document serves as the policies and procedures regarding assessment and collection of dues of the Gold Ridge Forest Property Owners Association (“Association”). It is designed to comply with Civil Code sections 5730(a) (Statement of Collection Procedure) and 5310(a)(6 & 7)(Annual Statement of collection procedures and policies and practices in enforcing lien rights or other legal remedies for defaults in the payment of assessments) of the Davis-Sterling Common Interest Development Act. This document sets forth some of the rights and responsibilities of members. Members may wish to consult with an attorney if there is a dispute regarding an assessment.

1. Assessments are Personal Obligations. Assessments, late charges, interest and collection costs (including any fees or costs of attorneys or other costs of collection) are the personal obligation of the owner of the property at the time of assessment. Assessments will comply with Association’s First Restated Declaration of Covenants, Conditions and Restrictions (“CC&R), Article IV on Assessments.
2. Assessments are Due and Payable Quarterly. Association assesses regular dues on a quarterly basis. Thus, regular assessments become due and payable on the first day of each quarter, i.e., January 1, April 1, July 1, and October 1. Any special assessments or special individual assessments are due and payable on the date specified in the notice of assessment, which date must be at least 30 days after the notice of assessment.
3. Billing. Members are required to timely pay assessments regardless of whether the member receives a bill. Association will make efforts to issue a courtesy billing statement to each member prior to the beginning of each new quarter. Members are responsible for keeping Association informed of their street and e-mail addresses.
4. Application of Payments. All payments received by Association shall normally first be applied to outstanding regular assessments. Only after all regular assessments are paid in full shall payments be applied to late charges, interest, and costs of collection. Members may request a receipt for their payments to Association.
5. Late Charges. If a payment is not received by Association within 15 days of a due date for assessment, then a late fee will be charged and become due and owing in an amount equaling 10% of the assessed amount. For example, if the quarterly assessed amount is \$107.00, then the late charge shall be \$10.70.
6. Interest. An interest charge at the rate of 12% per year will be assessed against any amount due and owing from assessments, late charges and costs of collection after 30 days of non-payment. Thereafter, interest will continue to be assessed each 30 days to the extent such balance remains unpaid.

7. Initial Association Actions upon Member Delinquency: phone call and initial notices. If a member fails to pay a regular quarterly assessment in a timely manner, Association may place a courtesy phone call to the member after the assessment is due and payable for over 30 days. If a member fails to pay two regular quarterly assessments in a timely manner, Association shall issue a first written delinquency notice to the member. The first written delinquency notice will inform the member, among other things, that if that the delinquency is not paid within 30 days, then a second delinquency notice will be issued proposing that the member's access to Association recreation areas will be suspended until the matter is addressed with Association and will inform a member that they may meet with the board of directors to discuss the matter in a scheduled closed executive session to take place at least ten days after the second delinquency notice. See samples of the first and second delinquency notices appended to this policy.

8. Suspension of Recreation Area Access. Upon the issuance of the second delinquency notice, suspension of the member's electronic access to Association's pool and tennis areas will be proposed, regardless of whether the member uses a fob, card, or smart phone app. A member may continue recreation access through paying their account in full, agreeing to a payment plan, or other arrangements with Association. The second notice will schedule a hearing with the board of directors in executive session. After the hearing a Notice of Decision will be issued by the board.

9. Pre-Lien Notice. If an assessment is not paid or other arrangements made with Association, then Association will issue a pre-lien notice by certified mail as set forth in Civil Code section 5660. In accord with section 5560, the pre-lien notice will include the following information:

(a) A copy of this Collection Policy; the method by which the assessment was calculated; that the member has the right to inspect Association records pursuant to Civil Code section 5205; and the following statement in capital letters, "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."

(b) An itemized statement of charges owed by the member indicating the amount of delinquent regular assessments, late fees, interest, and reasonable costs of collection including reasonable attorney fees.

(c) A statement that the member shall not be liable to the charges, interest, and costs of collection if it is determined the assessment was paid on time to Association.

(d) The right to request a meeting with the board as provided by Civil Code section 5665.

(e) The right to dispute the assessment debt by submitting a written request for dispute resolution to Association pursuant to the default meet and confer procedures established in Civil Code section 5915(b).

(f) The right to request alternative dispute resolution with a neutral third party pursuant to the provisions of Civil Code section 5925, et. seq.

10. Lien Filing Decision by Board of Directors. In accord with Civil Code section 5673, the board of directors of Association shall decide whether to record a lien with El Dorado County for a delinquent assessment only when a majority of directors make such a determination in an open meeting.

11. Applicable Association Records are Available to Members. In accord with Civil Code section 5205, a member may request inspection and/or copying of applicable Association records.

12. Lien Recording with El Dorado County. If after 30 days from issuing a pre-lien notice, the charges from such notice have not been paid or other arrangements made with Association, then Association may cause to be recorded with El Dorado County a notice of delinquent assessment pursuant to Civil Code section 5675. The member will be charged for the fees and costs of preparing recording the lien. 30 days following the recording the lien, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure.

13. Payment Plans. A member is entitled to submit a written proposal for a payment plan to the board of directors of Association in accord with Civil Code section 5665. A member is entitled to meet with the board in executive session to discuss the terms of any proposed payment plan. The board will consider each request on a case-by-case basis and is under no obligation to agree with the member on a payment plan. In general, and by way of example only, the board has a history of approving proposals where at least \$100 is paid monthly. If an agreement is reached, the terms of the agreement will be set forth in a written agreement signed by the member and a representative of the board. The agreement may be cancelled if breached.

14. Association Address. All payments may be hand-delivered or mailed to Association at its business address: Gold Ridge Forest POA, 4101 Opal Trail, Pollock Pines, CA 95726.

15. Return Check Fee and Consequences. If a personal check to Association is returned for insufficient funds, Association will contact member and inform that a \$25 fee is being assessed for seeking payment from member's bank a second time. If the check is returned for insufficient funds a second time, then the member will be required to pay their charges through certified funds.

16. No Waiving of Association Rights. Nothing herein limits or otherwise affects Association's right to proceed in any lawful manner to collect the delinquent sums owed to Association.

17. Statement of Collection Procedure. This Collection Policy is intended to comply with all requirements of Civil Code section 5730. To the extent this policy inadvertently omits any requirement of section 5730, it is hereby incorporated by reference.

Name(s) of Member

Address

Email

Re: First Notice of Delinquent Association Dues

Dear _____:

The Association has not received a payment from you. Perhaps the tardy payment is merely an oversight. The Association depends on timely payments from members so that it can pay its bills and maintain high operating standards. If you believe this is an error, please contact the office.

Our records indicate that you have not paid your association dues which were due and payable on or before _____ 20 _____. Your outstanding balance is \$ _____. A statement itemizing your charges is enclosed. Please pay your outstanding balance right away. Everyone in our community depends on everyone paying their share.

The rules provide that a member's access to our swimming pools and tennis courts will be suspended for not paying regular assessments. If you continue to not pay your regular assessments and another quarter's assessment occurs, then the Association will issue you a Second Notice of Delinquent Association Dues and propose to suspend your recreation areas privileges. In accord with the bylaws, that second notice will provide you an opportunity to privately talk with the board of directors at an executive session.

If your account continues to remain outstanding after the second notice, Association will take further actions, including issuing a pre-lien notice, recording a lien with the county, and/or seeking to foreclose.

Association considers all proposals for payment plans from members. If you agree to a payment plan, your recreation area privileges will be restored, and no more late charges will be assessed if you honor the plan.

Sincerely,

Name(s) of Member

Address

Email

Re: Second Notice of Delinquent Association Dues

Dear _____:

This is your second notice of delinquent Association dues. As of the date of this letter, your outstanding balance is \$ _____.

In the first notice, we informed you that if you continued to not pay your Association dues, then the Association would suspend your access to the swimming pools and tennis courts. Since you have not paid your Association dues, your access to our recreation areas is hereby proposed. In accord with Article 18 of the Second Restated Bylaws of our Association, a hearing date for this proposed suspension of your recreation privileges is scheduled with the board of directors in executive session for Wednesday (date) at 7:00 pm at the Lodge. At the hearing you have the right to present evidence in your defense either in writing or in person. After the hearing, the board will issue a Notice of Decision. If the proposed suspension is upheld by the board, your recreation access will be indefinitely suspended five days after the Notice of Decision.

Even if your recreation area privileges are suspended, you still owe to the Association all of the outstanding charges. This is your personal financial obligation and Association will pursue its legal remedies to collect the funds it is owed. This may include issuing a statutory pre-lien notice, recording the lien with El Dorado County, and foreclosure.

Please pay your outstanding balance or make other arrangements with the Association. All proposals for a payment plan from members will be carefully considered by the board of directors. If you agree to a payment plan, your recreation area privileges will be restored, and no more late charges will be assessed if you honor the plan.

The board of directors looks forward to hearing from you soon.

Sincerely,