

# ANNUAL POLICY STATEMENT

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Tahoe Tyrol Homes Association

FOR THE FISCAL YEAR JANUARY 1st, 2023 TO DECEMBER 31st, 2023

PREPARED BY THE HELSING GROUP | 925-355-2100 | HOMEOWNERSUPPORT@HELSING.COM

# Annual Policy Statement

Tahoe Tyrol Homes Association | 925-355-2100 | tahoetyrol@helsing.com

## **ANNUAL POLICY STATEMENT NOTICE**

The California Civil Code requires disclosures pertaining to (1) the Association's delinquency policy and enforcement practices, including mailing address for overnight payments; (2) Statement of assessment collection policies pursuant to Section 5730; (3) Address for official communications; (4) Posting locations for notices and members' right to receive them individually, (5) Member's right to a secondary mailing address; (6) Members' right to minutes; (7) Alternative dispute resolution; (8) Fine policy; (9) Summary of approval process for modifying property (if applicable). These notes are attachments hereto. If any of these disclosures is missing you should contact your managing agent or Board of Directors.

## **NOTIFYING THE ASSOCIATION OF CHANGE OF OWNERSHIP**

The association has a duty to know who is on the title of each home at all times. Only persons on title are members of the association. Ownership affects most actions involving the association, including but not limited to who management and the Board can discuss association matters with, who can vote, who the association can discuss the status of homeowner accounts with, who is responsible for the actions of guests, and matters concerning delinquencies.

The association has the right to (and does) collect its costs of transferring title from the homeowner. This typically happens through title, and the association's cost is collected at escrow closing. However, if the transfer is an "interfamily" transfer, then the fee is **\$100.00**. We are calling any transfer an "interfamily" transfer if at least one of the new owners (or a trustee) is a previous owner. This charge will be added to your account to reimburse the association for the cost of changing its records.

## **FINE SCHEDULE POLICY**

Imposition of fines, reimbursement assessments and other disciplinary action for remedy of violations.

### **Fine Schedule:**

1 <sup>st</sup> Offense	\$50.00
2 <sup>nd</sup> Offense	\$150.00
3 <sup>rd</sup> Offense	\$200.00
Each Offense thereafter	\$200.00 plus administrative costs & expenses

## **DELINQUENCY POLICY**

Timely payment of regular and special assessments is of critical importance to the Association. Your Board of Directors takes very seriously its obligation under the Association's governing documents to enforce the members' obligation to pay assessments. The failure of any owner to pay assessments creates a cash-flow problem for the Association and impedes the Association's ability to perform its functions.

In order to encourage prompt payment of assessments and other amounts due and so that all owners are informed of the policies the Association will follow in collecting these delinquent amounts, the Board of Directors has adopted this Collection Policy. It becomes effective upon the first close of escrow and will remain in effect until changed by the Board.

### **ARTICLE I: POLICY**

**1. Assessment Due Date.** All regular monthly assessments shall be due, in advance, in equal monthly installments, on the first day of each month. It is the owner's responsibility to pay assessments every month regardless of whether a statement is issued or received. All other assessments, including special assessments, are due and payable on the date specified in the notice imposing such assessment, however, in no event shall a special assessment be due and payable earlier than thirty (30) days after the date the members receive notice of the special assessment.

Assessments should be made payable to Tahoe Tyrol Homes Association, and mailed to:

CIT Bank  
Tahoe Tyrol Homes Association  
c/o The Helsing Group, Inc.  
PO BOX 63755  
Phoenix, AZ 85082-3755

The mailing address for overnight only payments of assessments, unless otherwise noted, is:

Tahoe Tyrol Homes Association  
c/o The Helsing Group, Inc.  
4000 Executive Parkway, Suite 100  
San Ramon, CA 94583

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**2. Late Fees.** Any regular monthly assessment not paid by the close of business on the fifteenth day of the month shall be delinquent and a late charge of ten percent (10%) of the unpaid assessment, or ten dollars (\$10), whichever is greater, will be imposed and a late notice will be sent. All lump-sum special assessments or installments of special assessments not paid by the close of business on the fifteenth day after they become due shall be delinquent and a late charge of ten percent (10%) of the unpaid lump sum assessment or installment of the special assessment will be imposed. A late charge will not be imposed more than once per delinquent installment.

**3. Application of Payments.** Payments will be applied in the following order: (a) assessments, (b) late charges, (c) interest, and (d) collection costs. Payments will be applied to the oldest balances in each of these categories.

**4. Interest.** Interest on all delinquent assessments, reasonable fees and costs of collection, and reasonable attorney's fees at the annual rate of twelve percent (12%), will commence thirty (30) days after the assessment becomes due.

**5. Pre-Lien Notice.** At least thirty (30) days prior to recording a lien on the separate interest property, the Association must provide the owner, in writing, by certified mail at the last known mailing address, and any alternate mailing address provided by the owner, all of the following information:

- a. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the owner of the separate interest has the right to inspect the Association records, pursuant to Section 8333 of the Corporations Code, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

**"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 the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of

collection, reasonable attorney's fees, any late charges, and interest, if any.

- c. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the 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 the Association pursuant to the Association's "meet and confer" program outlined in the Civil Code commencing with section 5900.
- f. The right to request alternative dispute resolution with a neutral third party pursuant to the Civil Code commencing with Section 5925, 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.

**6. Dispute Resolution.** If requested by an owner who is in receipt of a Pre-Lien Notice as described in paragraph 5, the Association will participate in a dispute resolution program. Pending its outcome, the Association will not record a Notice of Delinquent Assessment against the owner's separate interest property.

**7. Recording Notice of Delinquent Assessment.** If an owner does not request dispute resolution within thirty (30) days from the date of mailing of the Pre-Lien Notice, or upon the conclusion of dispute resolution, the Board shall vote, in an open meeting to determine whether a Notice of Delinquent Assessment shall be recorded. Any decision to record a Notice of Delinquent Assessment must be approved by a majority of the Board and shall be recorded in the minutes of that meeting. A copy of the Notice of Delinquent Assessment will be mailed by certified mail to all record owners of the separate interest property no later than ten (10) calendar days following the date of its recordation.

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**8. Payment Plan Requests.** An owner may make a formal, written request to meet with the Board to discuss a payment plan for the debt described in the Pre-Lien Notice. The Board shall meet with the owner, in executive session, within forty-five (45) days of the postmark of the request, if the request is mailed within fifteen (15) days of the date of the postmark of the notice, unless there is no regularly scheduled Board meeting within that period.

## 9. Collecting Delinquent Assessments.

**A. Non-Foreclosure.** For delinquent assessments of an amount less than \$1,800, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, the Association may collect or secure the debt by implementing any of the following methods:

- I. **Small Claims Court.** The Association may file a small claims court action against the owner.
- II. **Record a Lien.** The Association may record a lien against the owner's separate interest property, in accordance with paragraph 7. Once the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds \$1,800 or the assessment is more than twelve (12) months delinquent, the Association may foreclose on the property in accordance with paragraph 9 (B).
- III. **Other Manner Provided by Law.** The Association may collect or secure the debt using any other manner provided by law, except for judicial or non-judicial foreclosure.

**B. Foreclosure.** For delinquent assessments of an amount of \$1,800 or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any assessments that are more than twelve (12) months delinquent, the Association may use judicial or non-judicial foreclosure subject to the following conditions:

- I. Prior to commencing foreclosure, the Association shall offer to an owner, and if requested, participate in dispute resolution pursuant to either Civil Code Sections 5900 or 5925.
- II. The Board of Directors shall meet in executive session and vote as to whether to foreclose upon an owner's separate interest property. A vote to approve foreclosure of a lien shall occur at least thirty (30) days prior to any public sale. The Board shall approve the decision to foreclose by a majority vote and shall record the vote in the minutes of the next meeting of the Board open to all members.
- III. Upon voting to approve foreclosure, the Board will provide notice by personal service to the owner who occupies the separate interest or to the owner's legal representative.
- IV. A non-judicial foreclosure by the Association is subject to the right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale ends ninety (90) days after the sale.

**10. Remedies.** In addition to and/or in place of any other remedy specified in this Collection Policy, the Association shall be entitled to bring an action at law against the owner personally responsible for the payment of the amounts due.

**11. Attorneys' Fees and Costs.** The Association shall be entitled to charge the owner for the reasonable costs of collection, including without limitation attorneys' fees, in addition to the late charges imposed in accordance with this Collection Policy.

## ARTICLE II: DEFINITIONS

**Section 1. DELINQUENT ACCOUNTS DEFINED:** Delinquent Accounts shall be defined as all Regular and Special Assessments of the Association, which have not been received by the 15th day of the applicable month.

**Section 2. DATE WHEN ALL ASSESSMENTS ARE DUE:** All Assessments shall be due as provided in the Declaration on or before the first day of the month.

**Section 3. LATE PAYMENT OF ACCOUNT DEFINED:** All accounts paid after the first day of the month shall be late.

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**Section 4. RECEIPT OF ASSESSMENTS DEFINED:** All assessments shall be posted to the Agent in the amount including all incurred Regular and Special Assessments and all legal charges. Moneys not sent to the Agent or which are less than the amount owed shall not be considered as receipt of assessments but may only be deposited at the direction of this policy, and if deposited will be defined as "Receipt of Partial Assessment".

**Section 5. DELINQUENCY "LATE CHARGE" DEFINED:** The delinquency charge shall be a charge of \$10.00 or 10% whichever is greater on each installment which is not received within fifteen (15) days from the due date.

**Section 6. INTEREST DEFINED:** Interest shall be at the rate of 12% per annum and shall be compounded and will be computed on the basis of all fees and charges expended by the Association.

**Section 7. LATE NOTICE DEFINED:** The late notice as provided in Article I, Section 2 of this Resolution shall contain at least the following information:

- i. The total amount owed.
- ii. That the total amount must be remitted within ten (10) days of the date of the letter.
- iii. The name of the owner and the address of the property that is delinquent.

## ***NOTICE: ASSESSMENTS & FORECLOSURE***

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### ***ASSESSMENTS AND FORECLOSURE***

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure.

Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800.00) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collections, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied

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those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association maybe governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## ***PAYMENTS***

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not

limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

## ***MEETINGS AND PAYMENT PLANS***

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

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## **NOTICE OF ADDRESS FOR OFFICIAL COMMUNICATIONS**

In accordance with Civil Code Section 4035, official documents that owners must deliver to the Association under the Davis-Stirling Common Interest Development Act (such as demands for inspection of Association records, hearing requests, requests to waive late fees, and Requests for Resolution) must be mailed or personally delivered to:

*Tahoe Tyrol Homes Association  
c/o The Helsing Group  
4000 Executive Parkway, Suite 100  
San Ramon, CA 94583*

Alternatively, owners may use the form found under "My Property" on your association's website.

## **POSTING LOCATIONS FOR NOTICES AND OPTION TO RECEIVE INDIVIDUALLY**

Association general notices (such as meeting notices) will either be sent to members individually at the latest mailing address provided, and/or posted in the common area at the clubhouse. Meeting times, dates, and locations are also posted online at [www.helsing.com](http://www.helsing.com).

A member may request to receive all meeting notices individually by mail. If so requesting, please send your request in writing to the address listed above.

## **SECONDARY ADDRESSES**

**For Fiscal Matters:** Any owner who desires that fiscal matters be sent to them at a secondary address as well as their primary address may so request if the request is in writing pursuant to Civil Code Section 5260.

**For Collection Notices:** Any owner who desires that collection notices be sent to them at a secondary address as well as their primary address may do so if the request is in writing and delivered to the association in a manner that shall indicate the association has received it. This can be in person, by overnight delivery, by US Mail with return receipt requested, or any similar manner. Fax or e-mail is not acceptable.

## **MEMBERS' RIGHT TO ASSOCIATION MINUTES**

**Minutes of the Association:** Minutes are available to all members online at [www.helsing.com](http://www.helsing.com) for no charge. Owners are also entitled to physical copies of the meeting minutes. A copy of these minutes can be obtained for a fee of five dollars (\$5.00). Checks should be made payable to The Helsing Group.

The Association may distribute minutes which have not yet been approved by the Board. Minutes which have not been approved will be marked "Draft". The Association shall provide a copy of the requested minutes within thirty (30) days of the meeting date. Requests which are made after the meeting will be honored within thirty (30) days.

## **NOTICE CONCERNING DISPUTE RESOLUTION**

Sections 5925 through 5965 of the California Civil Code discuss "Alternative Dispute Resolution" (ADR) procedures. The law requires that before a common interest development (homeowners association) or an individual homeowner files a lawsuit against the other, for declaratory, injunctive, or writ relief; or for that relief in connection with a claim for money under \$5,000 (other than association assessments); the parties shall endeavor to submit the dispute to alternative dispute resolution. Forms of ADR include mediation, negotiation and arbitration, and may be binding or non-binding with the voluntary consent of the parties.

The ADR process is initiated by one party serving a "Request for Resolution" form upon the other party to the dispute. The form must include (1) a brief description of the dispute, (2) the request for ADR, (3) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (4) a copy of Civil Code Sections 5925-5965. Service of the "Request for Resolution" must be by personal service, first-class or express mail, facsimile, or other reasonable means.

If the individual receiving the request form agrees to ADR, the ADR must be completed within ninety (90) days unless otherwise extended by the agreement. The cost of the ADR process is to be paid by the participating parties.

At the time that a civil suit is begun by the filing of Complaint, the filing party must also submit to the Court a certificate indicating that they have complied with the requirements of the Civil Code, Sections 5925-5965, or stating any excuse for not doing so. Proper

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excuses include (1) a party refused ADR, or (2) that fast injunctive relief is necessary. If no Certificate is filed, it may be grounds for challenging the suit unless the court finds that dismissal of the action would result in prejudice to one of the parties.

Civil Code also allows the Court to send a lawsuit to ADR upon agreement of the parties. The procedures and requirements of the law do not apply to the filing of cross-Complaints.

In determining the amount of fees and costs to award, if applicable, the Court may consider a party's refusal to participate in ADR prior to starting the suit.

**Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.**

The Association has not adopted a procedure for Internal Dispute Resolution (IDR). Therefore, the provisions of Section 5915 of the California Civil Code apply.

## **RIGHT TO PRIVACY NOTICE**

Prior to July 1, 2006, associations were not required to provide their membership roster to homeowners who might desire it for legitimate purposes. Rather, the association could (under the Corporations Code) make the mailing for the member wanting to get information out to other owners. While the Corporations Code still allows such a procedure, changes to Civil Code require your association to disclose your name and mailing address, as well as the address of your unit, to any member of the association who asks for it for a legitimate purpose unless you state in writing that you do not want that information released.

If you do not want that information released, each person on the grant deed who does not want his or her information released must so indicate in writing.

If you do not want your personal information released, any owner wanting to contact you would need to do so by requesting that the Association perform the mailing on their behalf.

## **APPROVAL TO MODIFY PROPERTY**

In addition to the restrictions set forth in the CC&R's and the Rules and Regulations, each Homeowner should also become familiar with the Architectural Guidelines when contemplating any changes to the home. Modifications require written Committee approval which must be obtained **PRIOR** to beginning work.

The Association will send you a letter acknowledging the receipt of your application within 7 days. If you do not receive this letter, you should assume that the Association has not received your application and contact your manager at 925-355-2100.

Your association has 45 days from the date on the receipt letter sent to you to review and issue a decision on each application or it is deemed automatically approved.

**Approval from the city or any other governmental agency does not qualify as permission to proceed from the Association.** If approval is received from the Association, owners are required to get all necessary approvals from the city or government agencies as well as necessary permits.

A copy of the architectural application for the Association can be found on the Association's website by using your homeowner login at [www.helsing.com](http://www.helsing.com). (If not listed separately, may be part of the Resident Information Handbook.)

If you do not have a homeowner login, please contact [tahoetyrol@helsing.com](mailto:tahoetyrol@helsing.com) and request to be granted access.