

**RULES & REGULATIONS**

**PREPARED FOR**

**VICTORIA GROVE**  
**MAINTENANCE ASSOCIATION**

**Adopted by the Board of Directors**

**Date:** September 5, 2005

**Revised:** October 19, 2010

**Revised:** June 20, 2017

# VICTORIA GROVE MAINTENANCE ASSOCIATION

## RULES AND REGULATIONS

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**VICTORIA GROVE MAINTENANCE ASSOCIATION  
A PLANNED COMMUNITY**

**MEMBERSHIP INFORMATION**

Victoria Grove Maintenance Association offers many advantages to the home buyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members of the Association.

Victoria Grove Maintenance Association is a California non-profit corporation consisting of those Owners of Lots within the ultimate boundaries of Victoria Grove.

The purpose of the Victoria Grove Maintenance Association is to ensure that the Common Area and Common Facilities will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Master Association provides a membership base to share the future costs of maintaining the community.

The attached rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&R's) they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

## **VICTORIA GROVE MAINTENANCE ASSOCIATION**

### **SECTION 1 - COMMON AREA RULES AND REGULATIONS**

Section 1.1. Noxious and offensive activities may not be carried on upon the Properties or on any public street abutting or visible from the Properties.

Section 1.2. No Owner may (a) permit or cause anything to be done or kept on the Properties or on any public street abutting or visible from the Properties which may cause to make one of the following to occur (i) increase the rate of insurance in the Properties, (ii) result in cancellation of such insurance, or (iii) obstruct or interfere with the rights of other Owners, or (b) commit or permit any nuisance thereon or violate any law.

Section 1.3. Each Owner is accountable to the Master Association and other Owners for the conduct and behavior of persons residing in or visiting his/her Lot.

Section 1.4. Any damage to the Master Common Area, personal property of the Master Association or property of another Owner caused by such persons shall be repaired at the sole expense of the Owner of the Lot where such persons are residing or visiting.

Section 1.5. No items which may interfere with television or radio reception to any Lot, and objects which create or emit loud noise or noxious odors may be located, used or placed in the Properties or on any public street abutting the Properties, or exposed to the view of other Owners without the Board's prior written approval.

Section 1.6. No trash may be kept or permitted upon the Properties or on any public street abutting or visible from the Properties, except in containers located in appropriate areas screened from view.

Section 1.7. Trash containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).

Section 1.8. No clothing, household fabrics or other unsightly articles may be hung, dried or aired on or over any Lot, nor within any window so as to be visible from any common area.

Section 1.9. No plants or seed infected with noxious insects or plant diseases may be brought upon, grown or maintained upon the Properties.

Section 1.10. Basketball backboards have been allowed through Architectural Guidelines under specific situations. Hours of play for basketball are 9:00 a.m. to 9:00 p.m. Basketball play shall occur only upon an Owner's property and shall not extend onto the common area sidewalks or streets.

Section 1.11. Posting of signage at community gates, or mailboxes, or upon any common area is strictly prohibited. Any owners posting such signs shall be responsible for the costs of paint and repair occasioned by the sign posting. Any such signs shall be removed at the discretion and direction of the Board.

Section 1.12. No unaccompanied minors shall walk, loiter, or play upon Association common areas or streets after 10:00 p.m.

Section 1.13. No private “garage sales,” or any type of short-term sale of personal property occurring upon an Owner’s or Tenant’s property, are allowed. Signage in support of such “garage sales” directing or allowing the public into the Association is not allowed. Any such signs shall be removed at the discretion and direction of the Board. Notwithstanding the general prohibition against garage sales, the Board of Directors may, at its sole discretion, allow community garage sales.

## **VICTORIA GROVE MAINTENANCE ASSOCIATION**

### **SECTION 2 - TENANT RULES AND REGULATIONS**

Section 2.1. The Owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association.

Section 2.2. For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.

Section 2.3. Each Dwelling Unit on a Lot shall be used as a residence for a Single Family and for no other purpose.

Section 2.4. Owners may also rent his/her Dwelling Unit on a Lot to a single Family provided that the Lot is rented pursuant to a written lease or rental agreement subject to all provisions of the Master CC&R's. Any violations are the responsibility of the Owner.

Section 2.5. Each Owner shall comply with all requirements of the local or state health authorities and with all laws regarding occupancy and use of a Dwelling Unit.

Section 2.6. Any Owner in a Dwelling Unit may maintain a child care service and/or a home office to conduct services and business activities therefrom on the following conditions: (i) such services and activities are conducted in conformance with all applicable governmental ordinances, (ii) no such activity or service increases the liability or casualty insurance obligation or premium of the Declarant, and (iii) such services and activities are consistent with the residential character of the Association and conform to provisions of the CC&R's.

## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 3 - PARKING & VEHICLE RULES

Section 3.1. The provisions contained within the California Vehicle Code are hereby incorporated herein by this reference to the extent they do not conflict with the Rules and Regulations.

Section 3.2. The following vehicles are Authorized Vehicles: standard passenger vehicles, including automobiles, passenger vans, designed to accommodate ten (10) or fewer people, motorcycles, and pickup trucks having a manufacturer's rating or payload capacity of one (1) ton or less. No Owner may park a vehicle in a manner which either restricts the passage of pedestrians or vehicles over streets or sidewalks within the Properties, or extends beyond the limits of the space where the vehicle is parked.

Section 3.3. The following vehicles are **Prohibited Vehicles**: (i) recreational vehicles (e.g., motorhomes, travel trailers, camper vans and boats, personal watercraft, etc), (ii) commercial-type vehicles (e.g., stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines, etc.), (iii) buses or vans designed to accommodate more than ten (10) people, (iv) vehicles having more than two (2) axles, (v) trailers, inoperable vehicles or parts of vehicles, (vi) aircraft, or similar vehicles or any vehicle or vehicular equipment deemed a nuisance by the Board except as allowed in paragraph 4 below and (vii) go carts, mini-bikes, mini-choppers, pocket bikes, motorized scooters, motor-driven cycles, motorized bicycles, golf carts or other off-road vehicles, (viii) damaged and/or non-functioning vehicles.

Section 3.4. Prohibited Vehicles may not be parked, stored or kept on any public or private street in, adjacent to or visible from the Properties except for brief periods (not to exceed four (4) hours for loading, unloading, making deliveries or emergency repairs. However, Recreational Vehicles will be allowed to be stored on Lots where sufficient space has been provided on the side of the home behind the fence and screened from view of neighboring properties in the opinion of the Architectural Review Committee (ARC). Architectural approval must be obtained prior to storing a recreational vehicle on the Lot. Please see the Architectural Guidelines or contact the Association's management representative for an application. Prohibited Vehicles which are parked, stored or kept on the Properties for more than four (4) hours for loading, unloading, making deliveries or emergency repairs or are stored without prior approval from the ARC shall be subject to towing at the Owner's expense.

Section 3.5. No repair, maintenance or restoration of any vehicle may be conducted on the Properties except within an enclosed garage when the garage door is closed, or on the Owner's Lot appropriately screened from view in the opinion of the ARC, provided such activity is not undertaken as a business, and provided that such activity may be prohibited entirely by the Board if the Board determines that it constitutes a nuisance.

Section 3.6. The streets within the Properties are designed to allow on-street parking for Authorized Vehicles, except in the areas designated as NO PARKING by the red curb markings.

Section 3.7. In accordance with California Vehicle Code section 22658.2, any vehicle parked along a red curb or blocking an entrance to the Common Area facilities or blocking an Owner's driveway shall be subject to towing at the Owner's expense.

Section 3.8. Any vehicle parked for more than seventy-two (72) consecutive and continuous hours in the Common Area may be considered a stored vehicle and will be subject to a review by the Board of Directors or its designated Parking Committee. No vehicle which is "for sale" or which bears a "for sale" sign may be parked on the Common Area. A vehicle deemed to be either an obstruction or a nuisance shall be removed at the Owner's expense.

Section 3.9. The driving of off-road motor vehicles on the Association streets is prohibited. The term "off-road motor vehicles" shall include, but not be limited to, dirt bikes, go carts, motorized scooters, mini-bikes, mini-choppers, pocket bikes, motor-driven cycles, motorized bicycles, golf carts, or similar vehicles not licensed or intended for driving on public streets. The driving of off-road motor vehicles is also prohibited on the MWD easement.

Section 3.10. Damaged and/or non-functioning vehicles shall not be stored upon Association street curb space or upon an Owner's driveway space. Such vehicles stored upon Association street curb space shall be subject to towing at the Owner's expense. Such vehicles may be stored within an Owner's garage space or outside of the Association.



## **VICTORIA GROVE MAINTENANCE ASSOCIATION**

### **SECTION 4 - PET RULES**

Section 4.1. No animals, fowl, reptiles, poultry or insects of any kind (“animal”) may be raised, bred or kept on the Properties, except that dogs, cats, fish, birds and other usual household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, not in unreasonable quantities nor in violation of any applicable local ordinances. Unreasonable quantities shall ordinarily mean more than four (4) pets per household; provided, however, that the Board may determine that a reasonable number in any instance may be more or less.

Section 4.2. The Master Association, acting through the board, may limit the size of pets and may prohibit maintenance of any animal which, in the Board’s opinion, constitutes a nuisance to any other Owner.

Section 4.3. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash held by a person capable of controlling the animal.

Section 4.4. Any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by such Owner’s family, tenants or guests.

Section 4.5. Each Owner shall clean up after such Owner’s animals which have used any portion of the Properties or public street abutting or visible from the Properties.

Section 4.6. No animals, including dogs, cats, birds and other domesticated animals, are permitted in the pool area or pool park area at any time. Dogs are permitted in the park when accompanied by an Owner, provided that the Owner carries bags intended for and used to clean up after the Owner’s dog(s).

Section 4.7. All animals shall be restrained when on the Properties. All animals must be on a leash and attended by their Owner at all times when on the Properties.

Section 4.8. Owners shall be provided one (1) warning for the first offense of any of these pet rules. Each offense thereafter may result in fines, as described herein in the Enforcement Policy.

## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 5 - SIGN RULES

Section 5.1. Subject to the provisions of California Civil Code Sections 712 and 713, no sign, poster, display, billboard or other advertising device shall be displayed in the Properties or on any public street within or abutting the Properties except as permitted herein.

Section 5.2. The following signs are allowed so long as they comply with the law; (a) one (1) nameplate or similar Owner name or address identification sign which complies with Architectural Review Committee rules; (b) one (1) sign which may be displayed on each Lot advertising the Lot for sale or lease; provided that such for sale or lease signs comply with the following requirements:

- (i) the sign is not larger than eighteen inches (18") by thirty inches (30");
- (ii) the sign is attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three inches (3") in diameter (i.e. posts, pillars, frames or similar arrangements are prohibited);
- (iii) the top of the sign is not more than three feet (3') in height above the ground level.

## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 6 - POOL/SPA RULES

- Section 6.1. All pool users must enter the east gate using a VGMA-issued key. No person, at any time, shall be permitted to jump fences for entry or exit.
- Section 6.2. Upon entry pool users will be required to give name and address to the security guard.
- Section 6.3. Pool users will be required to state the number of people in their party that live at their residence and the number of guests that are entering with them.
- Section 6.4. No glass objects are allowed in the pool/spa area.
- Section 6.5. Use of pool and spa facilities and common area is a privilege which is enjoyed by all Owners or occupants, however, consideration of others concerning noise is also important.
- Section 6.6. If Owner elects to rent or lease his/her Dwelling Unit and gives right of access to lessee, then the Owner relinquishes his/her access rights.
- Section 6.7. Children under the age of 14 years must be accompanied by an adult resident when using the pool. Children under the age of 14 years are not allowed to use the heated spa.
- Section 6.8. Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool/spa or Common Properties shall not be allowed. At no time shall pool users be permitted to conduct themselves in a manner that may harm or disturb other users.
- Section 6.9. No soap, bath oils, etc., are allowed in the pool or spa.
- Section 6.10. No jumping or diving is permitted.
- Section 6.11. No running, pushing or boisterous play is permitted.
- Section 6.12. Pool/Spa Hours:       **October 1 - April 30 / 9:00 a.m. through 9:00 p.m.**  
  **May 1 - September 30 / 8:00 a.m. through 10:00 p.m.**
- Section 6.13. Radio/stereo units must be kept at low levels so as not to annoy other persons using the recreation facility or living in surrounding Dwelling Units.
- Section 6.14. Guests must be accompanied by an Owner or Tenant. A maximum of four (4) guests per day may be invited by each Owner. Those who reside at a property in Victoria Grove shall not be counted as guests for purposes of this section.
- Section 6.15. No pets (dogs, cats, etc.) are allowed in the pool/spa area.
- Section 6.16. Sunflower seeds, or any other food or beverage that may create a nuisance, may not be used or consumed while in the pool area.

Section 6.17. Food and drinks shall not be consumed while in the pool or spa water.

Section 6.18. Alcoholic beverages and tobacco products are strictly prohibited in the pool area and the surrounding park areas at all times.

Section 6.19. All toddlers must be in rubber pants or water leak proof protection wear before entering the water.

Section 6.20. No tents or shade awnings are permitted to be erected in the pool area. However, tents and shade awnings are permitted outside in surrounding park areas.

Section 6.21. All users of the pool area and surrounding park areas shall place all of their own trash in the provided receptacles.

Section 6.22. The pool and spa area may not be reserved for any private party or gathering.

Amended 6/20/17

## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 7 - USE OF ASSOCIATION SPORTS FIELD AND PARK

Section 7.1. The Association Sports Field and Park are for use of Victoria Grove Maintenance Association members and their guests. Members are those persons holding a membership in the Master Association. Members must be in good standing and current with assessment dues. Guests must be accompanied by a Member at all times while using the Sports Field and Park, and must remain present at all times while the Sports Field and Park are being used. A member shall have the right to assign his rights of use to a lessee or tenant, contract purchaser or sub-tenant. Additionally, the Board of Directors, at its sole discretion, may allow non-members use of the Sports Field and Park.

Section 7.2. Permission to enter and use the Sports Field and Park may be revoked at any time. The Board of Directors may restrict the use of the Sports Field and Park by a Member, following a duly noticed hearing, for any violation of the Victoria Grove Maintenance Association's rules, delinquent assessments, or deliberate abuse of the Sports Field and Park or common areas by a member or their guests.

Section 7.3. The Sports Field and Park may not be used for commercial purposes. By using and/or reserving to use the Sports Field and Park, the Member hereby warrants that there will be no charge to his/her guests for admission, food, beverages, or entertainment on the premises.

Section 7.4. The Sports Field and Park facilities may be reserved on a non-recurring use basis through submittal of the Sports Field and Park Reservation Agreement form to the Association's property management company two weeks prior to requested date of use. Reservations will be on a first-come, first-served basis, and limited to a 4-hour time period. The hours the Sports Field and Park area can be reserved are 10:00 a.m. until 6:00 p.m. Reservations cannot be accepted for use on a Holiday. Holidays include New Years Eve and Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day. Requests for reservations by a Member must show proof of membership in Victoria Grove. The Sports Field and Park facilities use may be subject to a user fee per the attached schedule.

Section 7.5. The Member shall be completely responsible for his/her own set up and clean up, including trash removal. All clean up shall be completed immediately after the use. Should any damage occur to the Sports Field and Park, including failure to adequately clean up the area used by the Member, the Association shall have the right to hold a hearing and thereafter assess the Member and to withhold some or all of a deposit to cover any damages to the Sports Field and Park that results from the Member's reservation and/or use of the Sports Field and Park.

Section 7.6. The fees for reserving a portion of the Sports Field and Park must be paid to the Victoria Grove Maintenance Association at least 24 hours prior to the time of reservation and shall include the following:

A completed Sports Field and Park Reservation Agreement.

B. Copy of applicable insurance policy.

C. A non-refundable Use Fee: \$50.00

D. A Refundable Deposit: \$100.00

Section 7.7. Refund of deposits will be reduced to cover cost(s) incurred for:

A. Damage to the Sports Field and Park or surrounding areas by the Member and/or their guests;

B. Any violation of the Rules and Regulations;

C. Failure to remove all trash from the Recreational Facility after use;

D. Excessively loud or obnoxious noises emanating from the event that are classified by the Board as a “noise nuisance.”

Section 7.8. Every Member, by their use of any portion of the Sports Field and Park, accepts the terms of this policy and by such use agrees to be bound thereby. Specifically, any Member utilizing any portion of the Sports Field and Park agrees to indemnify and defend the Association from any and all claims, damages or liability in connection with such use.

Section 7.9. Upon reservation of the Sports Field and Park, the Member must supply proof of endorsement with a general liability provision of at least one million dollars which names the Association and Association’s property management company as additional insureds on the date of the event and for all times that the Sports Field and Park will be used, as well as for the time spent setting or cleaning up. Reservations are not required for casual play. The Member’s insurance shall be primary and non-contributory. In addition, the member must sign an “Indemnification and Hold Harmless Agreement” in favor of the Association.

Section 7.10. A request for reservation for use of the Sports Field and Park by a sports team will only be issued to a team whose head coach lives in Victoria Grove. The sports team must be comprised of at least fifty percent (50%) Victoria Grove residents. Those teams not comprised of at least fifty percent (50%) Victoria Grove residents shall pay an additional reservation fee of \$120.00 for every two hours, with a two hour minimum reservation required.

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**SPORTS FIELD AND PARK RESERVATION AGREEMENT**

Responsible Member: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Location(s): [ ] \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

(Include preparation and clean up time)

Type of Event/Description of activities planned: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Adults (over 18) \_\_\_\_\_ Children (under 18)

Name and phone number of person(s) responsible for clean up (if different from above)

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_ (Initial) I, the undersigned applicant, have read the Sports Field and Park Reservation Rules and agree to comply with them. **I agree to indemnify any claim, demand, liability, or lawsuit that might be brought against Victoria Grove Maintenance Association, or its officers and/or agents, arising out of, in connection with, or related to the Member's use of the Sports Field and Park, or the use of any tenant, guest, family member or invitee. I also agree to pay all of Victoria Grove Maintenance Association's attorney fees in the event of a dispute over this Reservation Agreement.** I understand that violation of the Association's Rules and Regulations could lead to loss of future recreational facilities privileges and/or fines per the Victoria Grove Maintenance Association's Rules and Regulations.

\_\_\_\_ (Initial) A Reservation Form must be completed at least two (2) weeks prior to the event and submitted to the managing agent. A refundable deposit of \$100.00 for the facility must be paid to Victoria Grove Maintenance Association at the time of application for reservation. In addition, a non-refundable use fee of \$50.00 is also required.

\_\_\_\_ (Initial) Deposit will be refunded in whole or part following the event, after the inspection of the premises. Costs incurred for cleaning, damage to facility and/or its contents, damage to recreational facilities or common areas by members or guests will be deducted from refundable deposit. If repair/maintenance costs exceed the deposit, the Association will then assess these costs back to the Member and apply this balance on the homeowner's assessment account.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

RETURN TO:

Victoria Grove Maintenance Association  
c/o Encore Property Management  
526 Queensland Circle  
Corona, CA 92879-1381

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**SECTION 8 - KEY POLICY**

Adopted by the Board of Directors  
10/19/10

Keys will be made available upon request for the charges listed below:

First Key -               \$25.00

Second Key -             \$50.00

Any key requests above the second key will be charged at \$75.00.



## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 9 - ENFORCEMENT POLICY

Any violation that is an alleged violation of the Governing Documents or Rules and Regulations of the Master Association will be processed according to the procedure outlined herein. In the event one or more Members of the Master Association or Board of Directors file a Violation Report, the matter would be handled in the following manner:

Section 9.1. A courtesy letter will be sent to the Owner stating the alleged violation and presenting a date for the Owner to bring his or her property into compliance.

Section 9.2. Upon expiration of the cure date, if the violation still exists, a Notice of Hearing will be sent presenting a description of the Rules and Regulations that have allegedly been violated and the facts suggesting that a violation occurred. The Owner will be asked to attend the Hearing with the Association's Enforcement Review Committee (the "ERC"). The ERC shall be appointed from the homeowners by the Board of Directors.

Section 9.3. The ERC shall meet to hear all facts and evidence relating to an alleged violation and make determinations regarding whether a violation of the Association governing documents has occurred. If a violation is found, the ERC shall also determine the appropriate penalty to be assessed for the violation.

Section 9.4. The Owner will be notified as to the decision rendered by the ERC as a result of the Hearing within fifteen (15) days. If the Owner is not satisfied with the written decision of the ERC then they may appeal the ERC's decision to the Board of Directors by making a written application for such an appeal to management within twenty (20) days following the date of the written decision. Appeals will be heard within sixty (60) days of the date that they are received.

Section 9.5. After two (2) or more fines have been levied, or if the Board determines that more aggressive enforcement measures are warranted, enforcement may be pursued by the Board, which may seek any of the following remedies: (a) Request Alternative Dispute Resolution ("ADR") such as mediation or arbitration; (b) levy a Special Assessment; (c) suspend or condition the respondent's right to use any recreational facilities the Association owns, operates or maintains; (d) suspend the respondent's voting privileges as a Member; (e) enter upon a Lot to make necessary repairs or perform maintenance which is the responsibility of the respondent; (f) record a notice of noncompliance; or (g) a combination thereof.

Section 9.6. If the decision is to pursue a monetary fine system, the Victoria Grove Maintenance Association Fine Schedule will apply.

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**RULES AND VIOLATION REPORT**

There may be **two** Owners representing two separate Lots of the Master Association to pursue violations that cannot be viewed during an inspection of the community (i.e. noise nuisance, garage storage, etc.). Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Master Association’s legal documents.

**REPORT FILED BY:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Alleged Violator’s Name) (If known)

Description of alleged violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed, please use reverse side of form)

Dates and times alleged violation occurs? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**SECTION 10 - FINE SCHEDULE**

1. A letter will be sent to the Owner stating the alleged violation with a cure date.
2. A second letter will be sent to the Owner stating the alleged violation has continued and if the alleged violation is not cured by the date given the next step will be a Hearing.
3. Hearing Notice will be mailed stating the alleged violation and give the Hearing date, Time and Location. If the Hearing results with assessing a fine, the fine will be applied to the Owner account. The following is how the fines will be assessed:
4. Installation/Construction of Improvements without written ARC..... \$1000.00  
2nd month of Non-Compliance..... \$ 250.00  
3rd month of Non-Compliance..... \$ 500.00
5. Parking/Vehicle Violation..... \$ 250.00  
2nd month of Non-Compliance..... \$ 350.00  
3rd month of Non-Compliance..... \$ 450.00
6. All other Violations..... \$ 150.00  
2nd month of Non-Compliance..... \$ 250.00  
3rd month of Non-Compliance..... \$ 350.00

The Board may determine to use Alternative Dispute Resolution (“ADR”) to cure/correct the violation, and the Owner may be responsible for legal fees and/or reimbursement of costs to the Association.

Note: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Special Assessment. For example, if party damages a fence, tree or other Association Property, the repair and replacement costs will be charged to the party causing the damage. If your guest causes the damage, you as the Owner within Victoria Grove will be responsible for the reimbursement.

Adopted  
10/19/10

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

1. Introduction and hearing session procedures.
2. Statement of violation by acting chairperson.
3. Invitee's statement and presentation of oral or written evidence.
4. Review of CC&R requirements, Bylaws, and Rules and Regulations of the Master Association.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board's decision within ten (10) business days.
8. Board ruling will be held in Executive Session.
9. Enforcement procedures as applicable.
10. Adjournment.

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Alleged Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Ruling: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

# VICTORIA GROVE MAINTENANCE ASSOCIATION

## SECTION 11- COLLECTION PROCEDURES & POLICIES

Adopted 10/19/10

Amended January 19, 2016 Civil Code Only

### PROCEDURES:

Regular Assessments are due on the first (**1st**) day of each month and are deemed delinquent if not received within fifteen (15) days. Special assessments are due on the day specified and are delinquent if not received within fifteen (15) days of the due date.

For any assessment not received within fifteen (15) days of the due date, a **Late Charge** equal to (\$10.00 or 10%, whichever is greater, will thereafter be charged to the Owner's account. Thereafter, the Association or its agent, will prepare and send a demand letter to the Owner, reminding the owner of the amounts past due and giving the Owner fifteen (15) days to bring the account current. The charge for this letter will not exceed \$ 55.00

If the account is delinquent for more than forty-five (45) days in any amount, or if the Owner has passed an NSF check to the Association, or if the Owner has breached a payment plan, or if an Owner has made numerous late payments, overnight payments must be certified funds.

At the expiration of the time stated in the demand letter, if any delinquency remains unpaid, the delinquent account is turned over to the Associations attorney who prepares an **Intent to Lien** letter in accordance with California Civil Code 5655, which is sent to the Owner with information that the Association shall proceed to record a lien against the Owner's property within the Association ("Property") in the event full payment is not received within **thirty (30) days**. With the Intent to Lien letter, a notice and offer will be sent to the Owner of the Owner's right to dispute an assessment debt by submitting a written request to meet with the Board pursuant to California Civil Code commencing at section 5900. The collection charge to prepare and issue the Intent to Lien letter shall be charged to and payable by the delinquent Owner(s) and shall not exceed \$400.00, not including mailing costs. **At this point and forward in the collection process, all payments for delinquent amounts must be made to the Association's attorney on behalf of the Association and certified funds may be requested. Once the account is sent to legal counsel for collection, payment in full may be required, unless a payment plan is accepted by the Association. If partial payments are received, these may be returned to the Owner.**

Should any delinquency remain unpaid after the expiration of the thirty (30) day period set forth in the Intent to Lien letter, a **Notice of Delinquent Assessment Lien** on behalf of the Association against the Owner's property within the Association is prepared and recorded and mailed to the purported owner of record along with notice of the right to seek a Meet and Confer with the Board under California Civil Code commencing at Section 5900 or alternative dispute resolution under California Civil Code commencing at Section 5925, before the foreclosure is California Civil

Code commencing at Section 5925 before the foreclosure is commenced. The Association's attorney is authorized to prepare, sign and issue this lien. The delinquent owner's account shall be charged for the fees and costs associated with the preparation and recording of the assessment lien. These fees shall not exceed \$400.00, not including mailing and recording costs.

At least thirty (30) days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent in any amount, the Association's attorney may, in lieu of foreclosure against the Property, at the Board's discretion, proceed with a lawsuit suit for collection of the unpaid assessments. Alternatively, at least thirty (30) days after the Notice of Delinquent Assessment Lien is recorded, if the account remains delinquent in the principal assessment amount of \$1,800 or an assessment is delinquent for more than twelve (12) months, at the direction of the Board, the Association's attorney shall initiate foreclosure upon the assessment lien. All fees and costs associated with the foreclosure and/or the lawsuit for collection shall be charged to and payable by the delinquent Owner(s);

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

COLLECTION POLICIES:

In addition to the within Procedure for the collection of delinquent Assessments, the board of directors has established the following Policies to establish a uniform standard for the payment and collection of delinquent assessments:

**Assessments** - Assessments subject to the Collection Policy include the monthly regular assessments and any levied special assessments (or any additional assessment regardless of what is called).

**Costs of Collection** - The costs of collection for delinquent assessments, including trustee fees and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any Assessment Lien recorded against the property and the amount of any collection recovery action by the Association against the Owner(s).

**Delinquency** - The term Delinquency shall include any delinquent unpaid regular or special assessments, (and any additional assessment regardless of what it is called), late charges, interest, and costs of collection incurred or any portion thereof.

**Partial Payments** - If a partial payment is received which is less than the entire unpaid balance owed on the member's account, including the collection charges, provided the Notice of Delinquent Assessment Lien has not been recorded, the partial payment may be credited to the oldest outstanding balances on the member's account and the remaining unpaid balance shall be subject to this Procedure and Policy for collection. If the Notice of Delinquent Assessment Lien has been recorded, partial payment may not be accepted and applied to the account, until the

owner and Association have entered into a written payment plan. The Association may, but is not required to accept a payment plan; acceptance of any payment plan is at the discretion of the Board.

**Payments** - Payments received by the Association after a delinquent account has been assigned to the Association's attorney for collection shall be forwarded by the Association to the attorney and all further communications for the collection of the delinquent account are to be through the Association's attorney. For any assessment paid on time, the owner shall not be liable to pay a late charge, interest or costs of collection as it relates to that assessment, however, the Association need not accept such an assessment payment if the account is already delinquent. Amounts which are not yet delinquent, but are due, will be required to be paid at the time delinquent amounts are paid.

**Notice of Dispute and Hearings** - The owner may dispute the debt noticed in the intent to lien letter by submitting to the board a written explanation of the reasons for his or her dispute. The Association shall respond in writing within fifteen (15) days of the postmark date of the request. Further, the owner may make a written request to meet with the Board to discuss a payment plan, and the Board shall meet with the owner at an executive session within forty-five (45) days of the postmarked date of the request, if the request is mailed within fifteen (15) days of the postmarked date of the intent to lien letter, otherwise the Board may appoint a committee or one or more members to meet with the owner. These dispute and hearing provisions are in addition to those rights under California Civil Code Section 5650(b)(1-3).

**Payment Plans** - Upon written request by a delinquent Owner(s), short term Payment Plans may be approved in the sole discretion of the Board of Directors based upon the justifying circumstances of each delinquent Owner. However, the Association is not a bank and does not intend on the long term financing of an Owner's Delinquency.

**Returned Check Charges** - A charge of \$ 15.00 - \$25.00 shall be added to the account of any member whose check to the Association or its attorney or management company, is returned dishonored by the member's bank.

**Statements** - Monthly or other statements or coupons are a courtesy to the members and not an invoice for payment. If an owner does not receive a statement or a coupon, or such statement or coupon is for something less than everything due the Association, nevertheless payment must be made to the Association at the last given address, provided the account is not delinquent. If the account is delinquent payments may only be made according to this policy. Additionally, a statement and coupons with or without a stated unpaid balance, may not reflect any or all of the collection costs incurred on a delinquent Owner's account, including attorney or trustee fees and cost which have been charged to the member's account according to this Collection Policy and Procedure. **Therefore, a delinquent owner must communicate with the Associations's attorney to confirm the total delinquency owed.**

**No Waiver of collection Charges - If a member's account becomes delinquent and the Association is required to incur collection charges dues to the member's delinquency, the Association's policy is not to waive the delinquent member's payment of these collection charges since it would not be fair to the members who pay their dues to also pay for the collections charges incurred by the Association dues to another Owner's delinquency.**

**The mailing address for overnight payment of assessment is:  
Victoria Grove Maintenance Association  
c/o/ Encore Property Management  
526 Queensland Circle  
Corona, CA. 92879**



## VICTORIA GROVE MAINTENANCE ASSOCIATION

### SECTION 12- INTERNAL DISPUTE RESOLUTION POLICY

Section 12.1. The Internal Dispute Resolution (IDR) process to resolve any dispute between a Member and the Association may be begun by either the Association or the Member (the “requesting party”) requesting the same in writing, and serving the other party (the “responding party”) with a copy of the written request by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall hereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

Section 12.2. Within forty-five (45) days following the receipt of the written request for Internal Dispute Resolution by the responding party, the Board shall inform the Member in writing, by certified mail, of the representative or representatives it has designed to represent the Association in the process, and of a proposed date, time and place for the Association’s designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meet and confer within sixty (60) days following the responding party’s receipt of the written request for Internal Dispute Resolution. At the Member’s request, as an alternative to a meet and confer, the parties may mediate their dispute through the Mediation Committee of the Orange County chapter of the Community Associations Institute (CAI), if such mediation may be scheduled to occur within sixty (60) days following the responding party’s receipt of the written request for Internal Dispute Resolution, or if both parties agree to extend the time to complete mediation in the event that the Mediation Committee is unable to schedule a mediation within sixty (60) days. The Member shall not be charged a fee to participate in such a mediation; any fees shall be paid by the Association.

Section 12.3. The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, the Member shall give the Association ten (10) business days’ written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well.

Section 12.4. Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board’s representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the President or Vice President of the board shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding upon the parties if such action is taken by the Board of Directors. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be

returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Association's business records.

Section 12.5. If the parties do not reach tentative agreement at the meet and confer or mediation, the Board of Directors shall send its written decision regarding the issue or matter in dispute to the Member by certified mail, within fifteen (15) days following the next regularly scheduled meeting of the Board of Directors following the meet and confer or mediation. If the Member participates in the meet and confer or mediation but the dispute is resolved by decision of the Board of Directors rather than by agreement of the parties, the Member may appeal to the Board to reconsider its decision by submitting written request for the same to the Board of Directors, by certified mail, within fifteen (15) days of the Member's receipt of the Board's written decision. If the Association requested IDR and the Member refused to participate in the process, the Board of Directors' decision shall be final and not subject to reconsideration or appeal.

**VICTORIA GROVE MAINTENANCE ASSOCIATION**

**DISCLAIMER**

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE  
SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS  
INTERPRETATION IS CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR  
INVOLVEMENT IN A MASTER ASSOCIATION.**