

April 21, 2026

**WICKFORD HOMEOWNERS ASSOCIATION**  
**Proposed Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs**

Dear Wickford Homeowners Association Homeowners:

At the request of the Board of Directors, this notice is to inform the membership of a proposed Policy and Procedures document that the Board will be considering for adoption at the upcoming **Board of Directors Meeting on May 21, 2026, at 6:30 P.M.**, to be held via ZOOM Conference Call.

The proposed Policy and Procedures relate to the Association's implementation efforts for the collection of delinquent assessments, fees, charges, and costs. A copy of the proposed document has been provided for your review in accordance with the 28-day member comment period required under Civil Code § 4360.

Homeowners are encouraged to review the proposed policy and submit any comments in writing to management prior to the meeting. Written comments may be sent to:

**Wickford Homeowners Association**  
**c/o The Management Trust**  
**100 E. Thousand Oaks Blvd., Suite 115**  
**Thousand Oaks, CA 91360**

or by email to the Community Manager at:  
[frank.jauregui@managementtrust.com](mailto:frank.jauregui@managementtrust.com)

Homeowners may also attend the meeting to voice their opinions directly to the Board.

Please note that the final decision regarding adoption of this Policy and Procedures document rests solely with the Board of Directors of Wickford Homeowners Association.

The purpose of adopting this proposed policy is to clearly outline the methods and processes the Association will use when pursuing the collection of delinquent assessments, fees, charges, and costs.

Please review the attached proposed Policy and Procedures for adoption consideration.

**Sincerely,**  
**By Direction of the Board of Directors for Wickford Homeowners Association**  
Frank Jauregui, CCAM, CMCA  
Senior Community Association Manager

*Please be advised that you may find these notices posted to the association's homeowner portal at <https://my.managementtrust.com> per Civil Code Section 5310*

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## WICKFORD HOMEOWNERS ASSOCIATION

### Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

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 to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5730 and payment plan standards consistent with CC §5665:

**POLICY:** Effective June 1, 2026, the Policy for Collection of Delinquent Assessments and Costs is as follows:

**Assessments:** Assessments subject to this Policy include the regular assessments as defined in the governing documents of the community, any special assessments levied, and other sums that may be collected as assessment debt pursuant to California Civil Code section 5650.

**Collection Fees and Costs:** The costs of collection of delinquent assessments, including late charges, interest, and reasonable other fees or costs, and reasonable attorney fees and costs, are included as a charge against a homeowner's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

**Delinquency:** The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

**Foreclosure:** A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

**Partial Payments:** Partial payments will be accepted; however, it shall not act as a waiver of the Association's right to require payment of all sums.

**Payment Application:** Payments received after a delinquent account is assigned to the Association's attorney for collection may be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding assessment balances on the homeowner's account pursuant to California Civil Code section 5655; only after assessments are paid in full may payments be applied to fees, costs of collection, attorney fees, late charges, or interest, and any remaining unpaid balance shall be subject to this Policy.

**Payment Plans:** An owner may submit a written request for a payment plan. The Association, through the Board of Directors or its managing agent, shall review the request and respond within forty-five (45) days in accordance with California Civil Code section 5665. A payment plan shall not impede the Association's ability to record a lien; however, upon approval and while the owner remains in compliance with an approved payment plan, the Association will not proceed with foreclosure for amounts subject to the plan, and upon default may resume collection efforts as permitted by law. The Association may assess a payment plan administration and monthly monitoring fees for payment plans exceeding four (4) months.

**Personal Liability:** All assessments, late charges, interest, and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

**Returned Check Charges:** The bank charge, plus an additional fee that may be assessed by The Management Company, shall be added to the account of any homeowner whose check to the Association is returned dishonored by the homeowner's bank.

**Statements:** Monthly statements are a courtesy to the homeowners and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

**Waiver of Charges:** If a homeowner's account becomes delinquent and the Association is required to incur certain charges due to the homeowner's delinquency, the Association's policy is to not waive the delinquent homeowner's payment of these charges.

**Due Date:** Regular Monthly Assessments are due in full on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees and costs are due upon the date incurred.

**Delinquencies:**

**Fifteen (15) Days Past Due:**

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the delinquent assessment amount, whichever is greater, is charged to the delinquent homeowner's account.

**Thirty (30) Days Past Due:**

**Interest** commences at the rate of twelve (12%) percent per annum on all regular and special assessments late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account.

**Sixty (60) Days Past Due:**

A "Notice of Intent to Lien" is sent to the homeowner(s) at the homeowner's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the Association's "meet & confer" program and that the Association may record a lien against the homeowner's property without additional notice in the event full payment of lienable assessments is not received within **thirty (30) days**.

**Ninety (90) Days Past Due:**

Upon Board approval and expiration of thirty (30) days after the "Notice of Intent to Lien" is mailed, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The decision to record a Notice of Delinquent Assessment Lien shall be approved by a majority vote of the Board of Directors in an open meeting and recorded in the minutes, in accordance with California Civil Code section 5673. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation and recordation of the lien, including title, recording, and mailing charges, for the Lien and Release of Notice of Delinquent Assessment. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First-Class Mail.

**Pre-Foreclosure:**

Upon Board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within thirty (30) days of the Lien, the Association has the option to proceed with non-judicial foreclosure. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation of the notice, plus mailing charges and the costs to obtain current title records. This letter shall also advise the homeowner of their right to participate in dispute resolution under the Association's "meet and confer" program or by alternative dispute resolution.

**Foreclosure:**

Upon Board approval, if not paid by 30 days of the Notice of Intent to Foreclose letter, the homeowner's account will be charged for the preparation and assignment of the account to the Attorney, as well as for any fees and costs assessed by the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 in the same manner as Deeds of Trust. No foreclosure sale shall take place until delinquent assessments exclusive of late charges, interest, attorney fees, and costs of collection exceed \$1,800.00, or the assessments are more than twelve (12) months delinquent, in accordance with applicable law.

**Other Collection Remedies:**

In lieu of proceeding with non-judicial foreclosure of the assessment lien, or as stated in any prevailing Civil Code section. The Board may elect to proceed with a judicial suit or other legal means to enforce the delinquency.

**Address for Overnight Delivery:**

The Association's address for overnight delivery shall be:  
The Management Trust: 4160 Temescal Canyon Rd #301, Corona, CA 92883