

What Your California HOA Can Charge You

A cheat sheet for owners and boards: every charge, where the power to make it comes from, and the limit on each. Assessments are charged across the whole community. Everything else lands on one owner.

“S” refers to the California Civil Code (the Davis-Stirling Common Interest Development Act, §§4000–6150). Current as of October 2026, including AB 2050 (Chapter 796, Statutes of 2026), whose reserve rules start January 1, 2032. Your declaration may set lower late charge and interest figures (§5650(b)) and longer notice periods; the 20% and 5% assessment limits apply notwithstanding stricter limits in the governing documents (§5605(b)). The full explanation is in “What Can a California HOA Charge You? Assessments, Fees, Fines, and Late Charges” at haveny.co.

Rule 1: the power has to come from somewhere. Assessments come from the Act. Fines need your governing documents. Fees exist only if your CC&Rs, bylaws, or a valid operating rule create them. Ask “which document creates this?” before “is it too much?”

Rule 2: no more than the cost. An HOA is a nonprofit. No assessment or fee may exceed the cost it is levied to cover (§5600(b)). A \$500 move-in fee needs about \$500 of real cost behind it.

Charged to every owner: assessments

CHARGE	WHAT IT IS	LEGAL BASIS	WHAT THE LAW SAYS	WHAT IT MEANS FOR YOU
Regular assessment	The recurring charge every owner pays, funding operating costs and reserves.	§5600, §5605, §5615, §5300	The association must levy assessments sufficient to perform its obligations, and no more than the cost they cover (§5600(a) and (b)). The board can raise the regular assessment by up to 20% over the prior year without a vote, if it distributed a compliant annual budget report (§5605(a) and (b)). Individual notice 30 to 60 days before an increase is due (§5615).	The board decides the costs: how much to save, which repairs to do, which vendor to hire. The amount should simply cover them. Above 20%, members must approve.
Special assessment	A one-off charge on every owner for a specific project or shortfall that is the association's obligation.	§5600, §5605(b), §5615	Without a member vote, special assessments in a fiscal year cannot add up to more than 5% of that year's budgeted gross expenses (§5605(b)). Decided at a noticed board meeting (§4910, §4920). The same 30-to-60-day notice (§5615). No more than the cost (§5600(b)).	Example: budgeted gross expenses of \$180,000 × 5% = \$9,000 for the whole year, all special assessments together. In a 30-unit building, \$300 per unit for the year.
Emergency assessment	A charge above the normal limits, without a member vote, for something that could not wait.	§5610 (utility failures: §4775(b)(2))	Three grounds only: a court order; an extraordinary expense for a discovered threat to health or safety on property the association maintains; or an extraordinary repair the board could not reasonably have foreseen at budget time, which needs a board resolution with written findings sent with the notice (§5610(c)). The 30-to-60-day notice still applies (§5615).	The main route past the limits without a vote. The third ground is the one most often stretched: ask for the written findings.
Reserve funding special assessment (from Jan 1, 2032)	A special assessment that tops up reserves to the minimum the reserve study calculates.	§5552 (AB 2050)	Required if the association cannot fund its required yearly reserve contribution through its budget (§5552(c)(1)). Same rules as a special assessment under §5605, so up to 5% needs no vote; members vote on any amount above it (§5552(c)(2)). Reserves only (§5552(d)). No more than once every nine years (§5552(e)).	Saving becomes a legal duty, not a board choice. The statute does not say what happens if members vote no.

Charged to one owner

CHARGE	WHAT IT IS	LEGAL BASIS	WHAT THE LAW SAYS	WHAT IT MEANS FOR YOU
Late charge, interest, collection costs	What can be added when a regular or special assessment is paid late.	§5650(b)	Delinquent 15 days after it is due, or later if the declaration gives longer. Then: reasonable collection costs, including attorney's fees; a late charge of up to 10% of the delinquent assessment or \$10, whichever is greater (less if the declaration says so); and interest of up to 12% a year from 30 days after the due date.	Unless the declaration fixes them, the board sets the actual late charge and interest rate, up to these limits, usually in its collection policy. Only on a late assessment, never on a fine (§5850(e)). Example: assessment \$427, owner pays \$399. Delinquent amount \$28; 10% is \$2.80, so the late charge can be at most \$10. No new late fees while you keep to an agreed payment plan (§5665(c)).
Fee (move-in, key fob, parking, amenities)	A price for a service or for using a shared area. No rule was broken.	CC&Rs, bylaws, or an operating rule; §4350, §4360, §4365, §5600(b)	Apart from a few fees it names, such as the resale document fee (§4530(b)), the Act does not create fees; it limits them. A fee set by operating rule must be in writing, within the board's power, consistent with the law and the CC&Rs, adopted in good faith, and reasonable (§4350). A rule on using the common area needs 28 days' notice, a decision at a board meeting after member comments, and notice within 15 days (§4355(a)(1), §4360); owners of 5% or more of the units can call a vote to reverse it (§4365). No more than the cost (§5600(b)).	No hearing, but you can challenge it: which document creates it, was the rule adopted properly, and does the amount match a real cost? If it is not in an adopted document or valid rule, it does not exist.
Fine	A penalty for breaking a rule, by you, your tenant, or your guest, whatever the documents call it.	Governing documents; §5850, §5855, §5310(a)(8)	The documents must allow fines, and the board must adopt a schedule and send it with the annual policy statement or a supplement (§5850(a) and (b), §5310(a)(8)). Before fining: written notice at least 10 days before a hearing, the right to attend and speak, and a written decision within 14 days (§5855). If you fix the problem first, or commit to paying for a fix that takes longer, the board cannot fine you (§5855(c)). Cap: the schedule amount or \$100 per violation, whichever is lower (§5850(c)), unless the violation may harm health or safety, the higher amount is in the schedule, and the board makes a written finding at an open meeting (§5850(d)). No late charge or interest (§5850(e)).	Without the process, the fine "shall not be effective" (§5855(g)). The association cannot foreclose on a fine (§5725(b)).
Damage charge	Repaying the cost of repairing common-area damage caused by you, your tenant, or your guest.	Usually governing documents; §5855, §5725(a)	Written notice at least 10 days before the hearing, the right to attend and speak, and a written decision within 14 days (§5855(a), (b), (f)). Without these, the charge "shall not be effective" (§5855(g)). It can become a lien only if the governing documents allow it (§5725(a)).	Cost recovery, not a penalty for a violation, so on the Act's wording the \$100 cap does not apply (§5850(c)). The amount is what the repair actually cost.
Maintenance the association did for you	Work on something the owner was responsible for, done by the association and billed to the owner.	Your governing documents, usually the declaration; §4775(a) only says who maintains what	The Act allocates repair duties (§4775(a)) but does not itself create this charge. On our reading it exists only if, and as, your governing documents provide.	Read the declaration's procedure. Some declarations require a finding, notice, a hearing, and time to fix it yourself first; read yours.
Copies of records and minutes	Copying and mailing records you ask for; sending board minutes.	§5205(f)–(h), §4950(a)	Actual cost of copying and mailing, disclosed and agreed before sending (§5205(f)). Electronic copies: only the direct cost of producing them (§5205(h)). Redaction up to \$10 an hour, \$200 per request (§5205(g)). Minutes: the actual cost of sending them (§4950(a)).	You agree the cost before anything is copied. For files sent by email, the real cost may be nothing.
Document fee and record change on a sale	What the seller pays for the buyer's document package, and for updating the association's records.	§4528, §4530(b), §4575	Actual cost only, with a written estimate on the §4528 form first, separately stated and billed (§4530(b)). Nothing else may be charged in connection with a transfer of title, beyond the actual cost to change the records (§4575).	On a sale, the document fee plus the actual record-change cost is the ceiling.

A warning about labels. Some declarations call a charge against one owner, or a fine, a "special assessment." The Act's terms mean what the Act says, and where the documents conflict with the law, the law wins (§4205). A late charge still cannot be added to a fine (§5850(e)). **Not on this list:** attorney's fees under §5975(c) are a court award to whoever wins a lawsuit to enforce the governing documents, not something the association can bill.

Fee, fine, or damage charge? How to tell

The name on the statement does not decide which one it is. The reason you are charged does. The same move-in can produce all three.

	FEE (E.G. MOVE-IN FEE)	FINE (E.G. MOVING ON A SUNDAY AGAINST THE RULES)	DAMAGE CHARGE (E.G. MOVERS CRACKED THE LOBBY DOOR)
Why you are charged	You used a service or a shared area. No rule was broken.	A rule was broken.	Common-area property was damaged and the association paid to repair it.
Where the power comes from	Your CC&Rs, bylaws, or an operating rule. Apart from a few fees it names, such as the fee for resale documents (§4530(b)), the Act does not create fees. It limits them (§5600(b)).	Your governing documents must allow fines (§5850(a)). The Act's fine rules give no power of their own (§5865).	Usually your governing documents. The Act does not grant the power itself. It assumes the charge exists and sets the notice and hearing procedure (§5855(a)) and the lien rule (§5725(a)).
How it must be set up	If the fee is set by an operating rule: in writing, within the board's power, consistent with the law and the CC&Rs, adopted in good faith, and reasonable (§4350). A rule on using the common area also needs 28 days' notice to members, a decision at a board meeting, and a possible member vote to reverse it (§4355(a)(1), §4360, §4365).	A schedule of fines adopted by the board, with the same 28-day notice procedure (§4355(a)(3), §4360), and sent to every member with the annual policy statement or in a supplement delivered individually (§5850(a) and (b), §5310(a)(8)).	No schedule. The amount comes from the actual repair bill.
What has to happen before you are charged	No hearing. You pay the published fee, like any price.	Written notice at least 10 days before a board hearing, and your right to attend and speak (§5855(a) and (b)). If you fix the problem before the hearing, or commit to paying for a fix that takes longer, the board cannot fine you (§5855(c)). A written decision within 14 days (§5855(f)). Without all this, the fine is not effective (§5855(g)).	Written notice at least 10 days before the hearing, your right to attend and speak, and a written decision within 14 days (§5855(a), (b), and (f)). Without these, the charge is not effective (§5855(g)). The rule that lets you avoid a fine by fixing the problem before the hearing is written for discipline, so on a plain reading it does not cover a repair charge (§5855(c)).
How much	No more than the real cost of what the fee pays for (§5600(b)).	No more than \$100 per violation, or the schedule amount if lower (§5850(c)). More only if the higher amount is in the schedule, the violation may harm health or safety in the common area or another owner's property, and the board makes a written finding at a board meeting open to members (§5850(d)). Always reasonable (§5850(a)).	What the repair actually cost the association (§5855(a), §5725(a): reimbursing "costs incurred"). On the Act's wording, the \$100 cap does not apply, because a repair charge is not a penalty for a violation (§5850(c)).
Late charge and interest if unpaid	The Act's late charge and interest rules are written for late regular and special assessments (§5650(b)), not fees. Any late charge on a fee would have to come from your governing documents.	Not allowed (§5850(e)).	The Act's late charge and interest rules are written for late regular and special assessments (§5650(b)). Some declarations call a repair charge an assessment. On a plain reading, that label does not bring it under the Act's late charge and interest rules (§5650(b)), so any late charge would have to come from your governing documents.
Can it lead to a lien on your home?	Not under the Act's assessment lien, which covers only the assessment plus collection costs, late charges, and interest (§5675(a)). A fee is not on that list.	Not one the association can foreclose on. A fine cannot be treated as an assessment that becomes a lien enforceable by sale of your home (§5725(b)).	Only if your governing documents give the association that power, and then it can be enforced by sale (§5725(a)).
Same rules for everyone?	Yes. The fee comes from a written rule (§4350(a)), and the same rule applies to everyone who uses the service. Prices can differ only where the rule itself says so, for example by type of service.	Yes. A fine cannot exceed the schedule in effect at the time of the violation (§5850(c)), so the same schedule applies to everyone. Amounts can differ only as the schedule says, for example a higher amount for a repeat violation.	Yes. The same notice and hearing apply to everyone (§5855). The amount differs because it is the cost of that particular repair.
How to challenge it	Was the fee created by a valid document or rule? Was the rule adopted with notice and comment? Does the amount match a real cost?	Did the documents allow fines? Was the schedule adopted and sent properly? Did you get the notice and hearing? Is the amount within the cap?	Did you get the notice and hearing? Is there a real repair bill? Did you, your tenant, or your guest actually cause the damage?

Why calling a fine a “fee” does not work. The Act's fine rules cover “any monetary penalty, including any fee,” imposed for a violation, including one by your tenant or guest (§5850(a)). A “\$200 unscheduled move fee” charged because you moved without booking the elevator is, on the Act's wording, a fine: it needs notice and a hearing, it cannot exceed the schedule amount or \$100, whichever is lower, unless the health or safety exception applies (§5850(c) and (d)), and no late charge or interest can be added to it (§5850(e)). A real fee needs no hearing, but it must come from a valid document and stay within the real cost.

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