

## **PONDEROSA HOMEOWNERS ASSOCIATION**

### **DELINQUENT ASSESSMENT COLLECTION POLICY**

*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 under the Declaration of Covenants, Conditions and Restrictions (CC&R's) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outline shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Civil Code §1365 (d), the following are the Association's assessment practices and policies:*

Regular assessments are due in advance on the first (1<sup>st</sup>) day of each assessment period and become delinquent if not received in full by the Association within fifteen (15) days after the due date thereof. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall become delinquent if not received by the Association within fifteen (15) days after the due date. A courtesy statement is sent each month to the billing address on record with the Association. The owner of record is required to notify the Association in writing of any changes to their mailing address. It is the owner of record's responsibility to pay each assessment in full each payment period regardless of whether a statement is received. A late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment.

All balances are subject to interest of twelve percent (12%) per annum if the assessment remains unpaid thirty (30) days after the assessment is due.

If any portion of any Regular (Common) Assessment or Reimbursement Assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent to the owner(s) of record. In the case of an unpaid Special Assessment, the "Letter of Intent" may be issued on the 16<sup>th</sup> day after the Special Assessment is due. Please be advised that the Association has the right to collect all reasonable costs of collection.

All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date on the "Letter of Intent" to the time that all such amounts are paid in full.

If the assessment is payable in installments and any installment is delinquent from more than sixty (60) days, the Board retains the right to accelerate the entire unpaid balance of the annual or special assessment and the entire unpaid balance may become immediately due and payable.

If all such amounts have not been received thirty (30) days after the "Letter of Intent" has been sent, a Lien will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

If all such amounts have not been received, in full, with thirty (30) days after the recordation of such Lien, the Association, may, without further notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including,

without limitation, non judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).

All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time all assessment balances are paid, and then to late charges, interest, and costs of collection unless otherwise specified by a written agreement.

The Association shall charge a “returned check charge” of twenty five dollars (\$25.00) for all checks returned as “non-negotiable”, “insufficient funds”, or any other reason plus any costs or fees charged to the Association by the banking institution.

All above referenced notices will be mailed to the owner(s) of record at the last mailing address provided in writing to the Association by such Owner(s).

The mailing address for overnight payments is the same as that for routine assessment payments, which is the address for the Association’s bank. The U.S. Postal Service express delivery service will deliver to a P.O. Box address.

The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.