

**THE RESERVE AT GOLD HILL HOMEOWNERS ASSOCIATION, INC.
COLLECTION POLICY**

I. DEFINITIONS

HOMEOWNER: The legal owner or co-owners of a Lot (house or undeveloped lot) in The Reserve at Gold Hill Homeowners Association, Inc.

MANAGEMENT COMPANY: The Property Management Company (i.e.: Kuester Management Group) contracted by The Reserve at Gold Hill Homeowners Association, Inc. to handle its business affairs.

II. CHARGES

1. Authority

The authority for The Reserve at Gold Hill Homeowners Association, Inc. to assess late fees and penalties (example; revoke pool privileges) for late payment of assessments is granted under Article 9 of the "Declaration of Covenants, Conditions, and Restrictions for The Reserve at Gold Hill Homeowners Association, Inc."

2. Late Charge

- A.** For each month that a The Reserve at Gold Hill Owner is delinquent they will be charged a **late charge of \$15.00**
- B.** The Reserve at Gold Hill Homeowners Association, Inc. Board of Directors, at its discretion and upon receipt of a written request from the homeowner, may waive the Late Charge.

III. COLLECTION POLICY

1. GENERAL PROVISIONS:

- A.** All assessments shall be received by or before the due date. Payments received after the due date will be assessed a Late Charge as described above.
- B.** A homeowner may stop the collection process at any time by contacting either the Management Company or the Attorney and either making payment or arranging to make payments.
- C.** Payment plans will be permitted only in cases of hardship, such as loss of employment, or if otherwise permitted by the Board, who will review all requests for such plans. The periodic payments on a plan will be made by bank draft only. Homeowners paying according to a payment schedule may be subject to late fees and interest charges by The Reserve at Gold Hill Homeowners Association, Inc.

2. STEP 1: FRIENDLY REMINDER NOTICE

If the account is delinquent ten (10) days after the due date, the Management Company will send a reminder notice to the homeowner charging the homeowner's account the applicable late fees,

3. STEP 2: 1ST WARNING LETTER

The Management Company will send a 1ST WARNING LETTER.

- A.** Demanding payment in full within (30) business days, and
- B.** Charging the homeowner's account applicable late fees if either
 - i.** The account is delinquent sixty (60) days after the due date of the payment, or
 - ii.** The homeowner lists or otherwise offers the house for sale while there is an outstanding delinquent assessment against the property. The letter will be issued as soon as the Management Company is advised that the house has been listed or otherwise offered for sale and may precede a FRIENDLY REMINDER NOTICE.

4. **Step 3: 15-day DEMAND LETTER**

The Management Company will send a 15-day DEMAND LETTER demanding payment in full within fifteen (15) days.

5. **STEP 4: Lien Request**

- A. If the outstanding balance of a delinquent account is not paid by the date specified on the 1st WARNING LETTER (as described in Step 2), a lien request is made to the Attorney.
- B. Once the account is turned over to the attorney, Management can no longer have contact with the homeowner. The homeowner must contact the attorney directly.
- C. The attorney files a lien against the property if payment is not made. All costs incurred are the responsibility of the delinquent homeowner.

6. **STEP 5: Foreclosure**

Thirty (30) days after the lien is filed the attorney will begin proceedings to foreclose the lien. All costs incurred are the responsibility of the homeowner. At this time, the legal fees incurred are on a per hour basis not including the previous amount charged to the homeowner.