

TALL FIRS HOA COLLECTION POLICY

General

Homeowner's Dues, Special Assessments, and Fines are due in full by the 1st of the month and are delinquent after the 15th of the month.

Delinquency Notice(s)

At 15 Days:

The Property Management Firm will send the first written Delinquency Notice (known as the Notice) via First Class Mail and is considered delivered requesting payment in full for Homeowner's Dues, Special Assessments, Fines and Late Fees.

Also advised in the Notice that non-compliance may result in Legal Action and Electrical Service may be terminated if the account is not current within 30 days from the original due date. A late fee of \$50.00 per month will be added to the Homeowner's account (which includes a Property Management Firm Administrative Fee of \$10.00 per month).

The Notice shall state that any request for special consideration of Hardship Circumstances must be in writing to the Board before the Assessment becomes 30 days delinquent and must include appropriate documentation.

Per Tall Firs Declaration 12.3 and Washington State Law if a Homeowner is delinquent on Homeowner's Dues, Special Assessment, Late Fees and Fines for more than 60 days the association will charge interest at 1% per month, 12% per annum.

Homeowner's references – see end of document.
Delinquency Notice Letters standard content ¹
Right to Dispute Debt ²
Stipulation for Judgment ³

At 30 Days:

The Property Management Firm will send the second written Delinquency Notice by Registered Mail and Regular Mail requesting payment in full plus late fees.

The Notice will advise that in 15 days from the date on the Registered Letter a Lien may be filed against the property.

In addition, the Notice will also state 10 days after the Lien is filed Electrical Services may be terminated. A posting of Termination Notice will be placed on the door of the Unit, unless the Homeowner has entered into and adhered to a signed Payment Plan^{1,2,3} with the Property Management Firm.

At 45 Days:

The Property Management Firm will file a Lien against the property.

At 55 Days:

Electrical Services will be terminated without further notification with a posting of Termination Notice on the door of the Unit, unless the Homeowner has entered into and adhered to a signed Payment Plan^{1,2,3} with the Property Management Firm.

If a Homeowner is on a Payment Plan and they become delinquent on their Plan, Electrical Services will be terminated each time future payments are more than 15 days late. Additional Notice will not be required.

At 60 Days:

If a Homeowner is delinquent on Homeowner's Dues, Special Assessments, Late Fees and Fines for more than 60 days the Association will charge interest at 1% per month, 12% per annum as allowed by Tall Firs Declaration 12.3 and by current Washington State Law.

If a Unit is rented from the Homeowner, the Property Management Firm will collect the rent from the Unit's Tenant to recover all delinquent amounts and fees due the Association.

Homeowner's references – see end of document.
Delinquency Notice Letters standard content ¹
Right to Dispute Debt ²
Stipulation for Judgment ³

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At 90 Days: If a Homeowner has not entered into and adhered to a signed payment Plan^{1,2,3} with the Property Management Firm the Homeowner's account may be turned over to the Association's Attorney for collection at the discretion of the Association Board.

¹ Delinquency Notice Letters

Each letter will contain the following statement and an itemized statement of charges owed by the Homeowner.

The Notice shall state that any request for special consideration of Hardship Circumstances must be in writing to the Board and sent to the Property Management Firm before the assessment becomes 30 days delinquent and must include appropriate documentation for Board consideration in Executive Session.

² Request to Dispute Debt

Homeowner's may request a meeting with the Board in person or by written request to dispute the debt with explanation. The Board will respond within 10 days of the meeting or postmarked written request from the Homeowner as to the request.

³ Stipulation for Judgment

Failure to adhere to the signed Payment Plan will cause the Association to immediately file a Stipulation for Judgment without further Notice.

All Legal Filings and Attorney Fees are the responsibility of the Homeowner to pay and are non-refundable.

ADDITIONAL NOTES:

Returned Checks: Returned checks will be subject to the Association's Bank Fees and will be charged to the Homeowner.

Multiple Infractions: If two or more incidents for late payments for Homeowner Dues, Special Assessments or Fines occur within a twelve (12) month period, the Board will require a Security Deposit equal to three (3) months Homeowner Dues. (Tall Firs Declaration 12.13) All Fines double with the second infraction.

Partial Payments: The Association is not required to accept partial payments or installment payments toward delinquent assessments without agreement on a payment plan.

Lien Errors: If a Lien is recorded against a Homeowner's property in error, the person who recorded the Lien is required to record a Lien release as soon as possible and to provide the Homeowner with documentation confirming the release.