

# **Tara Homeowners Association Collection Policy**

Effective: July 9, 2019

The Board of Directors of your Association has the obligation to oversee the collection of all Association regular and special assessments in a timely manner. Based upon the Association's Governing Documents, the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts. All collections costs incurred are charged to the account of the delinquent homeowner, and are subject to change.

## **Regular Assessment Due Date**

Regular monthly assessments are due the first day of each and every month, and are considered late on the 21st of each month. Funds should be made payable to Tara HOA and mailed to 3107-B S. Evans Street, Greenville, NC 27834. Please place unit address on the memo line so the payment can be placed on the right account.

## **Automatic Authorized Drafts**

Automatic authorized drafts from the homeowner's account are available for the regular periodic payment of the monthly association assessment. A draft authorization form may be requested for Management Company and is available by download on the website, [www.hoamgtcompany.com](http://www.hoamgtcompany.com). Once the authorization form is completed and processed, the funds will be drafted from the homeowner's designated account on or after the 15th of the month. Correspondence and/or payment may also be made in person, Monday through Friday, from 9:00 am to 5:00 pm, or placed in the management after hours drop box located to the right of the glass door at the front of the building or through the door.

## **Courtesy Late Statements and Homeowner's Responsibility**

Invoices are not mailed. A late statement is mailed on the 21st or after of each month as a courtesy. It is the homeowner's responsibility to pay each monthly assessment on the first of each and every month. It is also the homeowner's responsibility to pay each and every late fee that is assessed, regardless of the receipt of the monthly late statement. Thirdly, it is the homeowner's responsibility to provide written notice of any changes in the billing address, and/or change(s) in the title of the property, as well as stopping the draft, to the Homeowner's Association in care of its management agency.

## **Special Assessment Due Date**

Special Assessments shall be due on a date specified by the Board of Directors in a notice imposing the assessment. (Due date: Minimum thirty (30) days after the assessments are imposed).

## **Payment Receipts**

Owners can request a receipt from the Association by asking the management company.

## **Returned Bank Items**

All returned bank items will be subject to a \$25.00 Returned Bank Item Fee.

## **Payment Plan Policy**

Request by homeowners for payment plans to cure assessments delinquencies will be considered by the Association on a case-by-case basis. There is no guarantee written or implied that a payment plan will be granted. The Association has sole discretion whether to approve a requested payment plan. The submission of a payment plan request to the Association does not delay collection proceedings, does not constitute a waiver by the Association of any default, and does not relieve the owner of the obligation to pay all of the assessment, late charges, legal fees, collection costs, and interest when due. The homeowner must submit the request in writing, and not later than fifteen (15) days of receipt of the Pre-Lien demand letter. The homeowner should describe in the request any circumstances, which the owner wishes the Association to consider. The homeowner should also attach to the proposed payment plan a check for the amount of the first payment as proposed in the payment plan. If the owner wishes to submit a payment plan request after the owner has been contacted by the Association's attorney regarding the delinquent account, the request for a payment plan with all attachments should be remitted by the owner directly to the attorney.

### **At 21 Days Past Due Date**

A late charge of \$2.40 will be assessed on the delinquent assessment each month.

### **At 60 Days Past Due Date**

The pre-lien demand letter is a demand for payment and offers the homeowner fifteen (15) days to pay the debt in full without incurring attorney's fees and costs associated with the collection of the debt. If the debt is not paid in full within fifteen (15) days from the date of said letter, the account will be turned over to an attorney. A lien may be placed against the homeowner's property. The homeowner is responsible for all legal fees associated with filing a lien and/or collections.

Pre-lien demand letter is sent via first class mail to all owners of record itemizing all amounts due. The pre-lien demand letter via first class mail will be sent to the address on record, unit address, and address on file with the Pitt County Tax Office.

### **At 90 Days Past Due Date**

At three months (3) or ninety (90) days past due date, the Association may file small claims on the owner that has delinquent assessments of at least three (3) months in arrears. *Water damage assessments are not to be included in these arrears unless the Board of Directors chooses to do so.*

### **At 120 Days Past Due Date**

At four months (4) or (120) days past due date, the Association may file foreclosure on the property that has delinquent assessments of at least four (4) months in arrears. Or the Board of Directors may turn the account over to the attorney for collections as per the attorney recommendations. *Water damage assessments are not to be included in these arrears unless the Board of Directors chooses to do so.*

Prior to commencement of foreclosure, The Board of Directors will approve the foreclosure in a Board Meeting and note the approval in the regular minutes of the Association to include either the address of the property or the homeowner or both.