

THE PERUQUE HILLS ESTATES HOMEOWNERS ASSOCIATION
DELINQUENCY AND COLLECTION POLICY

Adopted Nov 19, 2018

We, the Board of Directors for the Peruque Hills Estates Homeowners Association, hereby resolve to accept the following policy for the collection of assessments. The authority for this procedure is provided in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for this Association ("Covenants"), dated June 11, 2014, and shall be consistently implemented by the managing agent. *(Recorded June 13, 2014)*

Prompt payment of the Assessments by all Owners is critical to the financial health of the Association and to the property values of our homes. The Board of Directors takes very seriously its obligation under the Covenants to enforce the members' obligation to pay assessments. The policies and practices outlined 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 Covenants, the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the lot at the time the assessment or other sums are levied.
2. Annual assessments are due and payable on the first day of January or other date as set forth by the Board of Directors. A courtesy billing statement is sent each year to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each annual assessment in full each January regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.

3. Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within *thirty (30) days* of the stated due date are delinquent and shall be subject to a late charge of *ten dollars (\$10.00)* for each delinquent assessment per unit.

The late charge shall continue to be assessed each month until the account is brought current. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than *thirty (30) days*, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge as provided above.


5. If an assessment is not received within *thirty (30) days* after the assessment becomes delinquent, the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the owner, by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account and impending collection action. The owner will be charged a fee for the pre-lien letter.
6. If an owner fails to pay the amounts set forth in the pre-lien letter within thirty (30) days of the date of that letter, the Association or its designee will record a lien for the amount of any delinquent assessments, late charges and/or costs of collection, including attorneys' fees against the owner's property. The owner will be charged for the fees and costs of preparing and recording the lien. Thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.

7. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, applicable interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
8. The mailing address for payments of assessments by overnight delivery is: P.O. Box 103; Wentzville, MO 63385. Please note that should an account be referred to a collection service, the collection service will provide the new address for overnight payments.
9. Any check returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the lot and a \$25.00 administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Association's agent for collection and a check is returned the account will be assessed whatever administrative fees as the agent provides.
10. **IMPORTANT NOTICE IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**
11. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Missouri Revised Statutes, Section 355.826.
12. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges and costs of collection associated with collection of those assessments.
13. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An owner may also make a written request to meet with the Board in executive session to discuss a payment plan. If the owner requests to meet with the Board to discuss a payment plan within fifteen (15) days of receiving the pre-lien letter, then the Board **shall** meet with the owner within forty-five days of the postmark on the owner's request, **unless there**

is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests.

14. Statements will be mailed from the managing agent as a courtesy AND MAY NOT REFLECT the collection costs, attorneys' fees or other charges, or payments received by a collection service.
15. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association, including, but not limited to, court action for breach of contract.
16. 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. To the extent there are any general discretionary changes (rather than compliance related to the law or governing documents), the Board shall circulate the policy to owners at least thirty (3) days before the meeting at which the revisions will be considered.


PERUQUE HILLS ESTATES HOMEOWNERS ASSOCIATION



Juan Arechederra, President

11-19-18

Date



Anthony Morgan, Vice President

11/19/18

Date



Mike Laack, Secretary

11/19/18

Date

BEING ALL OF THE DIRECTORS