

COPPER COVE UNIT 8A OWNER'S ASSOCIATION 2018 DELINQUENCY POLICY

Timely payment of regular and special assessments is of critical importance to the Association. Member's failure to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has once again adopted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. All regular assessments shall be due and payable on the first day of each quarter being January 1, April 1, July 1, and October 1. All special assessments shall be due and payable on the date(s) specified by the Board upon their adoption.
2. Assessments shall be delinquent on the 15th day after they become due, if not actually received prior to such date.
3. If any assessments are not received, in full, prior to the delinquency date, a late charge of ten dollars (\$10.00) shall be due, and the Association may then commence enforcement actions. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorney's fees, that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.
4. If any assessment payment is due and unpaid for more than 30 days, interest shall be imposed on all sums due, including the delinquent assessments, collection costs (including attorney's fees), and late charges, at a rate of 12% per annum.
5. Once any assessment is delinquent after 150 days, the Association may cause a notice to issue by certified mail to the owner's address of record of the existence and amount of the delinquency, and providing other relevant information ("Delinquency Notice")
6. Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "Meet and confer" dispute resolution program. If the Association received any such request, the Association will "meet and confer" with the owner making such request in accordance with the Association's "Meet and Confer" procedure.
7. Owners desiring a repayment plan to resolve the Delinquency Notice may submit a written request for consideration by the Board of Directors by mail or electronic mailing. Provided that such request is mailed within 15 days of the Delinquency Notice and a regular meeting of the Board of Directors is scheduled to occur within 45 days, so the Board can discuss approval/denial of such agreement. If there is a scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner. The Board may also give permission to the accountant to make such decisions. Payment plan agreements may be reviewed on a case by case basis. Payment plans shall contain such terms as the

- Board, its designated committee, and/or accountant, and shall be signed by the owner(s) and an authorized representative of the Association.
8. If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause this to be recorded in the County Records Office a Notice of Delinquent Assessment (“Lien”) concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorney’s fees, to confirm and give public notice that the Association claims a lien against the delinquent owner’s property which may be subject to foreclosure by either non-judicial or judicial foreclosure.
 9. Prior to the time the Association retains counsel to handle an assessment delinquency, the mailing address for overnight payment of assessments to the Association is: **971 Feather Drive #122, Copperopolis, CA 95228**. From and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communication to the Association relating to delinquent and/or new accruing obligations for assessments and other charges due to the Association. And restricting the authorized addresses and/or recipients for any notices or other communications to the Association was concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice.
 10. Subject solely to the provisions of Paragraphs 6 & 7 above, once the Association has retained counsel to handle an assessment delinquency for the Association, all communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien, until any such delinquency is fully satisfied
 11. From and after the recordation of a Lien, the Association may pursue enforcement of the Lien and collection of any amounts due with respect to the Lien in any manner permitted by law, including without limitation judicial or non-judicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.
 12. Owners have the right to submit a written request to the Association identifying a secondary address for the purposes of assessment enforcement notices. If the Association received any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices, or other required correspondence, issued in support of the Association’s assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association.
 13. The association may charge a service fee of **\$60.00** on all checks returned by the bank.