

Mill Creek Summer Homeowners Association
DELINQUENT ASSESSMENT COLLECTION POLICY

1. Regular assessments are due in advance or within sixty (60) days of the invoice date each year and delinquent if not received, in full, by the Association within sixty (60) days after the due date thereof. Special Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within sixty (60) days after it is due. A late charge of ten percent (10%) shall be due on any such delinquent assessment. **The issuance of periodic account statements by the Association is a courtesy only, not a requirement. Owners are responsible for ensuring the timely receipt of assessment payments by the Association.**
2. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for ninety (90) days, at the rate of twelve percent (12%) per annum.
3. If any portion of any such assessment or late charge remains unpaid ninety (90) days after the original due date thereof, a delinquent assessment reminder notice may be prepared and sent to the record owner(s). Please be advised that the Association and its authorized representatives have the right to collect all reasonable costs of collection.
4. If any portion of any such assessment or late charge remains unpaid for ninety (90) days after the original due date thereof, the Association reserves the right to refer the delinquent account to an outside collection agency which will pursue collection of the debt. Referral to a collection service will immediately generate additional fees for which the owner is liable.
5. At least thirty (30) days prior to the recordation of a lien, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") may be prepared by the collection service and sent to the record owner(s), and all resulting collection fees and costs will be added to the total delinquent amount.
6. If all such amounts have not been received, in full, within thirty (30) days of the deadline listed in the Letter of Intent to Lien, the Association may prepare and record a Lien as to the delinquent property and the owner thereof, and all resulting collection fees and costs will be added to the total delinquent amount.
7. If all such amounts have not been received, in full, after the recordation of such Lien, the Association may, without further advance notice and within a reasonable timeframe and not less than allowed by law, proceed to take any and all additional enforcement remedies as the Board, acting on behalf of the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the owner(s).
8. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest, and cost of collection unless otherwise specified by written agreement.
9. The Association may charge a "returned check charge" of twenty-five dollars (\$25.00) for all initial checks returned as "non-negotiable", "insufficient funds", or any other reason. The Association may charge a minimum of thirty-five dollars (\$35.00) for any subsequent checks returned as "non-negotiable", "insufficient funds", or any other reason. In addition to the collection agency's fees, the management company may charge a minimum fee for each account referred to the collection agency in the process outlined in Section 4, above.
10. All above referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).
11. The mailing address for overnight payment of assessments is:
Mill Creek Summer Homeowners Association
c/o David Hagen EA, 819 Jefferson Street, Red Bluff, CA 96080
12. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis.
13. The deadlines set forth in these Rules shall be enforced unless waived by the Board following an owner's request.