

**LAKE OF THE PINES ASSOCIATION  
POLICIES & PROCEDURES**



**Collection**

**A. ASSESSMENT ACCOUNT**

1. Lake of The Pines Association, Inc. collects the Regular Assessment in monthly installments, which are **due, in advance, on the first (1<sup>st</sup>) day of the month** and delinquent if not received, in full, by the Association within fifteen (**15**) days after the due date thereof. Payments may also be made semi-annually (due January and July) or annually (due January). Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (**15**) days after it is due. A late charge of ten dollars (**\$10.00**) or ten percent (**10%**) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment past due in excess of 15 days.
2. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (**30**) days, at the rate of twelve percent (**12%**) per annum.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (**60**) days after the original due date thereof, the total amount due may be assigned to the Association's collection agency and the Association thereafter cannot accept any payments. A "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent by regular and certified mail to the record owner(s) in addition to certain documents, including a general description of the Collection Policy; lien enforcement procedures; the method of calculating the amount; and an itemized statement of the charges owed. Please be advised that the Association has the right to collect all reasonable costs of collection, attorney's fees, late charges, monthly interest, court costs, filing fees and publication costs.
4. If all such amounts have not been received ninety (**90**) days after the original due date thereof, a Lien may be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.
5. For delinquent assessments in excess of one thousand eight hundred dollars (**\$1,800.00**) or more, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any assessments that are more than twelve (**12**) months delinquent, the Association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Section 5700 through 5720 of the Civil Code, inclusive).

6. 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 costs of collection unless otherwise specified by written agreement.
7. All above-referenced notices will be mailed to the record owner(s) at the last known mailing address and secondary address provided in writing to the Association by such owner(s).

## **B. OTHER ACCOUNTS**

1. This portion of a member's account is for all other charges, except Regular, Special and Special Individual Assessments. Member statements for all accounts with an outstanding balance will be mailed monthly.
2. The balance is due and payable upon receipt and delinquent if not received, in full, by the Association within 15 days after the due date thereof.
3. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (**30**) days, at the rate of twelve percent (**12%**) per annum.
4. If any portion of the account balance, including late charge, interest or cost of collection remains unpaid sixty (**60**) days after the original due date thereof, a "Letter of Intent" to file a sue may be prepared and sent by regular and certified mail to the record owner(s) in addition to certain documents, including a general description of the Collection Policy; enforcement procedures; the method of calculating the amount; and an itemized statement of the charges owed. Please be advised that the Association has the right to collect all reasonable costs of collection, reasonable attorney's fees, late charges and interest. The Association has the right to recover by means of civil action in Small Claims Court or any other manner prescribed by law.
5. All such amounts and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.
6. If all such amounts have not been received one hundred twenty (**120**) days after the original due date the Association may pursue collection in Small Claims or Superior Court to obtain a judgment.

## **C. PAYMENTS**

1. Payments may be mailed to Lake of the Pines at 11665 Lakeshore North, Auburn, CA 95602 or delivered in person to the Association's Administration Office during regular business hours (9:00 AM to 5:00 PM Monday through Friday), located at 11665 Lakeshore North, Auburn, CA 95602, or paid by credit card or electronic check by calling Official Payments at 1-800-

272-9829 or going online to [www.officialpayments.com](http://www.officialpayments.com). or by visiting the [lop.org](http://lop.org) website and clicking on the “Make a Payment” link.

2. The Association must inform owners of a mailing address for overnight payments. The address is Lake of the Pines Association, 11665 Lakeshore North, Auburn, CA 95602.
3. When an owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of payment, amount received, lot number and the person who received it.
4. An owner may dispute an assessment debt by submitting a written request for dispute resolution to the Association. In addition, the Association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party, if so requested by the owner.
5. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time.
6. The Board of Directors or designee shall meet with an owner who makes a proper written request for a meeting to discuss a Payment Plan. These Payment Plans must conform to the Payment Plan standards of the Association.

#### **D. MONTHLY PAYMENT PLAN**

1. The Association offers monthly Payment Plans for delinquent accounts, however, certain restrictions apply and must be approved by the General Manager or his/her designee.
2. Assessments based on the Monthly Payment Plan payments are due, in advance, on the first (1<sup>st</sup>) day of each monthly assessment period, and are delinquent if not received by the Association within fifteen (15) days.
3. To initiate the Monthly Payment Plan, the owner must execute and mail or deliver a Payment Plan Agreement to the Association’s Accounting Office during regular business hours (9:00 AM to 5:00 PM).
4. Payment Plans shall not impede the Association’s ability to record a lien on the owner’s separate interest to secure payment of delinquent balances, fees and costs. Failure to meet the terms of the Payment Plan Agreement may accelerate all unpaid amounts to become due and payable immediately.
5. In the event of a default or returned check on any Payment Plan, the Association may resume its efforts to collect the delinquent balances, fees and costs from the time prior to entering into the Payment Plan.
6. Monthly Payment Plan Agreements are not transferable upon sale of property.

## **E. RETURNED CHECKS**

1. If the Association is notified by the bank of a returned check for reasons such as “non-negotiable”; “insufficient funds”; “stop payment”; “account closed” or any other reason, the payer will be mailed a written demand letter and a copy of the returned check by certified mail, return receipt requested.
2. A service charge not to exceed twenty-five dollars (**\$25.00**) for the first check or thirty-five dollars (**\$35.00**) for each subsequent check plus the cost of mailing the written demand will be assessed.
3. If the full amount of the demand is not paid by cash, money order or cashier’s check within 30 days from the date the written demand was mailed, the payer shall then be liable for treble damages not to exceed one thousand five hundred dollars (\$1,500.00) according to California Civil Code Section 1719. The Association may pursue collection in Small Claims Court to obtain a judgment.
4. The payer will not be held liable for the treble charges or any service charges, if payment on the check was deliberately stopped due to an actual, good faith dispute with the payee.
5. The payer can avoid liability for damages under the statute upon written confirmation to the payee that the returned check resulted from an error on the part of the payer’s financial institution, or from an inadvertent error or delay of payment of a governmental assistance institution (such as Social Security) upon which the payer relied to cover the amount of the returned check.

## **F. MEMBERSHIP RIGHTS**

1. CC&R’s, Article XIII, Section 6, grants the remedy of suspension of the member’s rights to use recreation Common Facilities and suspension of the member’s voting rights to enforce the member’s obligation to abide by the Association’s policies and rules. Suspension of membership rights may be imposed when any portion of the member’s account (assessment and/or other) remains unpaid 60 days or more after the original due date.
2. The appeal of a fine to the Covenants Committee and/or Board of Directors does not reinstate a member to “good standing” or membership rights.

Revised: September 19, 2012 – R-13-025 (Effective October 15, 2012)

Attorney Change: December 10, 2015

Administrative Change: November 7, 2018