

## Colony West Homeowners Association (HOA) and Condo Association (COA) Policy for Collection of Delinquent Assessments

### 1. Purpose

This policy outlines the procedures and actions the Colony West HOA and COA will take to collect delinquent assessments, fees, and other charges owed by members, in accordance with any applicable governing documents and applicable state laws. The board recognizes its fiduciary responsibility to collect delinquent monies on behalf of all Colony West owners. Thus, this policy must be enforced.

### 2. Assessment Due Dates

- Regular assessments are due on the 1st day of each month.
- An initial grace period of 30 days will be provided.
- Payments not received by the 15th of the month will be considered delinquent.
- An owner may choose to pay in advance any amount to be owed within the calendar year.

### 3. Late Fees

- A late fee of \$25 or 10 percent of outstanding delinquent monies owed, including late fees, whichever is greater, will be assessed on any delinquent account every month until all monies and late fees in arrears are paid in full.

### 4. Notice of Delinquency

- A written Notice of Delinquency will be sent by mail or electronic communication no later than 15 days after the due date.
- The notice will include the total amount due, including late fees and interest, and a deadline to bring the account current.

### 5. Payment Plans

- Delinquent homeowners may request a written payment plan.
- The HOA and/or COA may approve or deny such requests at its discretion but will make reasonable efforts to accommodate hardship cases.

### 6. Collection Actions

If the account remains delinquent for more than 60 days, the following actions may be taken:

- Filing of a Notice of Lien against the property
- Sending a final Demand Letter from the HOA and/or COA legal council
- Pursuit of legal action, including foreclosure of property: If foreclosure is deemed necessary the HOA and/or COA will file for a court order that allows the HOA and/or COA (a) the right to take possession of the property or properties of the delinquent

owner, (b) the removal of the owners possessions from the property, (c) rental of the property until all monies are paid from rent including management fees, property removal fees, attorney fees, court costs, and any other monies paid by the HOA/COA to recover delinquent monies. If the owner is renting the property to another party then rent payments will be directed to the HOA/COA until all monies owed are paid in full. If that tenant leaves before the account is paid in full then all cost of renting the unit, including cleaning the unit before renting, will be charged to the owner's account.

#### **7. Costs of Collection**

- As stated above, all costs incurred by the HOA and or COA in the collection process, including attorney fees, court costs, lien recording fees, and administrative expenses, will be added to the homeowner's account.

#### **8. Suspension of Privileges**

- The HOA and/or COA may suspend voting rights and access to community amenities until the account is brought current.

#### **9. Confidentiality**

- All collection matters will be handled with discretion and in accordance with privacy laws.

#### **10. Policy Review**

- This policy will be reviewed annually and may be amended by the HOA and COA Boards of Directors.

Contact:

Colony West Property Management; IM High Maintenance, LLC  
31 Colony West Drive  
Champaign, IL 61820  
217-359-3405

Effective Date:

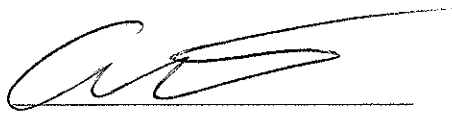
Approved By: HOA and Condominium Association Boards

COA Vote:

HOA Vote:



COA President



HOA President