

NISQUALLY PINES COMMUNITY CLUB
COLLECTION POLICY
JANUARY 1, 1997
Revised and effective October 1, 2014

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6 1. PURPOSE
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8 To establish procedures for the collection of delinquent dues and assessments as
9 established by the members and Board of Directors of Nisqually Pines Community
10 Club, Resolution 94-1, and other policies.
11

12 2. DEFINITIONS
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- 14 • The delinquent amount is that part of the balance that exceeds the amount due
15 as monthly payments.
- 16 • Any water use and special assessments, (i.e. infraction, fines) are in addition to
17 this amount.
- 18 • Regular monthly payments are calculated by dividing the annual assessment by
19 12.
20

21 3. PROCEDURES
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23 A. The Pine's office will mail a statement to each member's account
24 approximately the 25th day of each calendar month. This statement will
25 show the amount owed by each member, plus any special assessments,
26 fines, or any accrued interest on the account. The total amount shown on
27 this statement is due in full by the end of the 15th day, (or at the end of the
28 first business day after the 15th day), of the following calendar month from
29 which the statement was issued.
30

31 B. If no payment is received on an account by the Pine's office as stated in
32 3A and the account is \$40.00 or more past due, a \$20 late charge is
33 automatically added to the account of that lot.
34

35 C. After the 15th day of a calendar month, a 1% interest will apply on the
36 unpaid balance and will increase by 1% each month the account is
37 delinquent for a total of 12% on the unpaid balance.
38

39 D. At the end of the first business day after the 15th day if an account is
40 deemed delinquent, over 60 days past due a letter will be mailed to the
41 owner, explaining that the account balance is overdue.
42

43 E. At the beginning of business hours of the Monday after the 16th of the
44 month of any calendar month, the water manager and/or maintenance

45 staff will place a door hanger on the door handle or fence gate of the
46 residence, explaining that water service will be terminated on the
47 Wednesday following the Monday after the 16th.

- 48
- 49 F. If the water service to any residence is terminated, by the water manager
50 or maintenance staff, a \$20 disconnect/ reconnect fee, is automatically
51 added to that delinquent account.
- 52
- 53 G. Once a residence has the water service terminated due to a delinquent
54 account, the entire dollar amount of the account must be paid in full before
55 water service is restored.
- 56
- 57 H. The Nisqually Pine's Board of Directors can act in the best interest of the
58 Community and negotiate a workable settlement for restoration of water
59 services with any member when his or her water service is terminated for
60 account delinquency. The property owner who will lose water service can
61 appear and plead their case, or work out a payment schedule with the
62 Board of Directors at the next board meeting. The Board of Directors may
63 change the meeting and water shutoff dates due to holidays and
64 scheduling conflicts. (If the member's lot has no water service hook up,
65 the letter will be mailed and actions will proceed to (I).
- 66
- 67 I. Whenever an account reaches a \$500.00 balance due a lien will be filed
68 against the real property or if the Board in its discretion deems it in the
69 best interests of the association to file a lien against a lot it may do so at
70 any time so long as the account for that lot is delinquent and the Board
71 determines that reasonable efforts have been made to encourage
72 compliance and payment, and further delay is not likely to be productive. A
73 \$200.00 charge will be added to offset the cost of preparing, filing, and
74 eventual release of the lien. A copy of the lien will be mailed to the
75 member.

- 76
- 77 1. If the balance is not paid after 30 days from the date of the lien
78 notice a letter will be sent explaining that the account has been
79 referred to the attorney, and that further action will follow if the
80 member takes no action. All costs will be added to the member's
81 account. The attorney will then follow procedures for collections.
- 82

83 At any time, if the member brings the account current, all actions will stop and
84 a release of lien will be prepared and filed. Any costs for actions in process at
85 the time of the payment will be added to the member's account.

86

87 4. 12-MONTH SPECIAL PAYMENT PLAN

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89 A. When a member is unable to pay the full delinquent amount, and the
90 account has not been referred to the attorney for collection, the member
91 can set up a 12-month special payment arrangement as follows:
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93

94 1. Members who cannot make this payment arrangement must
95 appear before the Board of Directors to discuss their account and
96 an agreed upon payment plan.
97

98 2. All payment plans will be put in the form of a promissory note and
99 signed by the property owner and authorized staff.

100 3. Failure to keep the terms of the promissory note will result in
101 immediate collection action. (See PROCEDURES, Item (3D).
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104 5. RETURN CHECK POLICY
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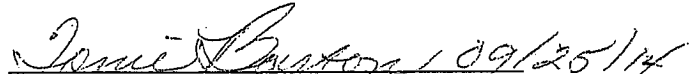
106 A. \$15.00 Returned check fee will be placed on account that a check has
107 been returned for non-payment.
108

109 B. Checks will no longer be accepted for payment by a member who writes 2
110 or more checks within 1 year that are returned by a bank for any reason.
111

112 6. PAST DUE ACCOUNTS
113

114 A. All accounts six months past due will be forwarded to the Board of Directors
115 for consideration for foreclosure.
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118
119
120
121
122  9/25/14
Eric Weaver, President / Date

123  09/25/14
Tonie Barton, Vice President / Date