

Weatherby Estates Assessment Collection Policy

Adopted by the Board of Directors on Nov 15, 2008
Effective as of Dec 16, 2008

This policy is a part of the Weatherby Estates Homeowners Association (HOA) Neighborhood Rules and Guidelines (“Rules”) and is posted on the Weatherby Estates Website www.weatherbyestates.org.

1. “Assessment” shall mean all sums chargeable by the association against a Lot including, without limitation:
 - (a) Regular and special assessments for common expenses, charges, and fines imposed by the association;
 - (b) Interest and late charges on any delinquent account; and
 - (c) Costs of collection, including reasonable attorneys' fees, incurred by the association in connection with the collection of a delinquent Owner's account.
2. The Board of Directors (“the Board”) shall fix the amount of the annual assessment against each Lot in advance of each annual assessment period.
3. Written notice of the annual assessment shall be sent to every Owner subject thereto.
4. Any notice permitted or required to be delivered under the provisions of the Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty four (24) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the Owner of the Lot at the most recent address given by the Owner to the Board in writing for the purpose of receiving such notice, or to the most recent address known to the Board. Notice to the Owner(s) shall be sufficient if mailed to the Lot, regardless if another mailing address has been given.
5. The due dates for Annual Assessments and delinquency notices are as follows:
 - a. January 2: Annual assessments shall be sent out to all Owners.
 - b. January 31: Annual assessments shall be received from all Owners on or before the thirty-first day of January, or the first business day thereafter, if the 31st falls on a weekend. Annual assessments received after this date shall be considered delinquent.
 - c. February 1: First letter to Owner delinquent in paying assessment sent out, reminding them of past HOA dues.
 - d. March 3: Second letter to Owner delinquent in paying assessment, stating that the HOA dues are past due and a 12% per Annum interest is being charged; the starting date of interest charged will be February 1. The HOA dues are due in 15 days. If there are extenuating circumstances, the Owner may request to be heard at the HOA Board Meeting the 3rd Sunday of March.
 - e. April 1: Third letter to Owner delinquent in paying assessments, stating that a lien will be placed on Owner’s property if assessment, interest penalties, lien fees and attorney fees (of not less than \$150) are not paid by April 15.
 - f. April 15: HOA Board will mail lien to court.
6. If amount owed is less than \$10, will be invoiced once. If not paid, it will be tacked onto next year’s assessment, accruing interest until it is paid in full.
7. Special assessments and all other assessments shall be received on or before the last business day of the month in which they are due. Non-annual assessments received after the last day of the month in which they are due, shall be considered delinquent.
8. If any Owner is delinquent, the Board, its agents or assigns, may place a written lien against the Lot. The cost of any such lien, and the costs to release any such lien, shall be assessed to the Lot/Owner.
9. The assessment shall remain delinquent until the assessment, any fees, interest, costs, and reasonable attorney’s fees incurred in any effort to collect (whether or not suit is filed) are paid in full.
10. All Assessments shall be received by the Weatherby Estates Treasurer or member of Board of Directors. (Treasurer’s and Director’s names are listed on the Weatherby Estates website www.weatherbyestates.org).

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11. The Association may foreclose the lien against the Lot by judicial or non-judicial procedures, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment.

12. No Owner may waive or otherwise escape liability for the assessments provided for in the Declarations by non-use of the Common Areas or abandonment of his/her Lot.

13. For annual assessments, the Board may, but is not obligated to, provide reminder letters to the Owner(s) who are 30 and/or 60 days delinquent. The failure of the Board to provide these letters does not preclude the Association from collection of any delinquent amounts.

14. The Board may, in its sole and exclusive discretion, transfer any delinquent account to an attorney or collection agency for collection. Once turned over to the Attorney, in addition to the interest and late fees, an additional monthly service fee, plus all attorney's fees and costs of collection will be assessed against the delinquent account. Costs of collection may include, but not be limited to, the hiring of third parties such as private investigators, skip tracers, or performing asset searches in any effort to collect. Owners shall communicate with the Attorney directly, and shall make all payments to the Attorney until they bring their account current unless the Owner, the Agent, and the Attorney agree otherwise in writing. The Association will also decide with the consultation of the Attorney what further steps, if any, the Association needs to take to protect the community's best interests.

15. In addition to constituting a lien on the Lot, each assessment shall be the joint and several obligation of the Owner or Owners of the Lot to which the same are assessed as of the time the assessment is due. In a voluntary conveyance the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover personal judgment for any delinquent assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

In sum, fees and costs are assessed as follows:

12% interest per annum (assessed monthly) Interest

Minimum of \$50.00 Cost to file lien

Minimum of \$150.00 Fee to transfer to Attorney

Variable Attorney's Fees and Costs

These amounts are subject to change from time to time without notice. These fees and costs are for late payment of assessments, and are not fines, which are discussed elsewhere in the rules.

Authority:

Washington State RCW 64.38.020 (1) grants the Association power to "adopt and amend bylaws, rules and regulations".

Bylaws Article V: Board of Directors, Section 5.1 Management by Board

Bylaws Article XVI: Rules and Regulations

CC&Rs Article IV: Association Regulations and Assessments