

DUQUETTE PINES HOMEOWNER'S ASSOCIATION FEES (ASSESSMENTS) POLICY

This "Fee Policy" has been written to provide a blanket document for uniform treatment of handling delinquent accounts, to make known the escalating steps in the collection process to give homeowners a reasonable chance to pay their past due assessments before more drastic action is taken, to lay out the late fees and other penalties that will be incurred by a delinquent homeowner and so that there is no confusion, for incoming Board members, about what the Association Fees Policy is and how delinquent property owners are handled.

The assessments (fees) are billed annually on July 1st. The fees, for the current billing, are due within 30 days of receipt. Property owners will have a grace period of ninety (90) days before late fees will be assessed. A late fee of 4.5%, on outstanding fees, will be charged to each property owner's account that is delinquent beyond the 90 day grace period or after the first quarter has passed. A liens will be filed when the property owner is delinquent for three (3) consecutive quarters. In the event that a lien is filed to collect on delinquent assessments and fees, a filing fee of \$35 (which also covers the lien removal) will be charged to the homeowner's account and the lien will be removed when all fees are paid in full. Liens will be extended if fees are not paid in full. Second year lien renewal will be at the discretion of the Board and may start the process of small claims court.

The excerpts below are from Duquette Pines Covenants, Conditions and Restrictions and pertain to the above:

Div. 1 #17, Div. 2 #18, Div. 3 #18 - The Board, as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth and shall have the power to assess against the owners of each lot specified herein up to \$150.00 per year for maintenance, site care, development and maintenance of roads. It is recognized, however, that should actual costs (to perform the foregoing services) exceed the assessment ceiling of \$150.00 per year, the Board may increase such assessment by a percentage factor necessary to defray the additional reasonable, and proper costs incurred by the Board in performing this service. In the event of an assessment increase, written notice of such increase will be sent to owners, and owners may, upon due inquiry of the Board, review the cost computations used by the Board in arriving at such assessment increase to determine the reasonableness of same.

Div. 4 Sec 6.2, A, B & C and Sec 7.6 - Covenant To Pay Assessment: By acceptance of a deed to any lot in the property, each owner or owners, of such lot hereby covenant and agree to pay, when due, any assessments or charges made by the Declarant, its successor, or Association, including all regular, special and limited assessments and charges made against such property pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment constitutes lien: Such assessments shall bear interest at a rate established by the Declarant or subsequent Board on an annual basis, both of which shall constitute a lien and be a charge against such property until satisfied in full. Such lien includes not only the initial assessment and interest, but any reasonable costs or attorney's fees incurred in the collection of such assessment whether or not suit is filed.

B. Assessment is Personal Obligation: Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the owner or owners of such Lot. A transfer of title shall affect liability to the new owners. The personal obligation for delinquent assessments shall remain the owner or owners' personal obligation regardless of whether he or she disposes of the property.

C. Enforcement: Enforcement and collection of the assessments shall be enforced by the Declarant or the Board. All assessments are due and payable within 30 days of receipt and if not paid within said 30 days, written notice shall be provided to the owner or owners of record and a lien may be placed against the property or suit filed for their collection. Declarant specifically reserves the right and intends to afford itself of all remedies at law and equity.

Section 7.6: Cost and Attorney's Fees: In any action or proceeding under these documents by the party which seeks to enforce this Declaration and prevails, shall be entitled to recover its cost and expenses in conjunction therewith, including reasonable attorney's fees and expert witness fees. Action or proceeding as herein stated shall include without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

This policy has been reviewed by the Board and approved at the Duquette Pines HOA meeting held on February 6th, 2017 and will remain in effect until which time updates or changes need to be made to the document by this Board or any subsequent Board.

Lisa Burt, President
Duquette Pines Homeowner's Association