

CHIMNEY HILL OWNERS ASSOCIATION, INC.

COLLECTION POLICY

Revised and Approved : 2/21/26

One of the many advantages of living in a community association is sharing with other members the costs of certain maintenance, repairs, and amenities that are often too expensive for a single-family homeowner. All Chimney Hill members are legally bound to share those costs.

WE'RE IN THIS TOGETHER!

To properly maintain Chimney Hill's common areas, it's imperative that all assessments, whether regular or special, be paid in full and on time. Delinquencies throw the association's entire budget off course and negatively affect all members' property values and lifestyles.

KEEPING UP YOUR END OF THE BARGAIN

To adequately maintain our community, state statutes and our governing documents give Chimney Hill's Board of Directors the authority to impose and collect assessments and other allowable charges from members. In fact, the board owes a duty to all members to make sure everyone pays. The board has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

1. Expenses

The term "Common Expenses" refers to any amount a member must pay to Chimney Hill shared association expenses, it includes regular annual assessments, and special assessments.

"Service Fee" refers to any amount a member must pay for having CHOA provide services specific to their property. These fees could include plowing, sanding, rubbish removal, any other ancillary services, renters fee, owners' services, fines, late fees, and any other fees, interest, or charges imposed under this policy.

2. Where to Send Payment

Deliver all payments to the Chimney Hill management office:

Chimney Hill Owners Association, Inc.

P.O. Box 415, # 9 Haystack Road

Wilmington, Vermont 05363

3. When Expenses Are Due

Annual assessments are due on the first day of April and apply to the Chimney Hill fiscal year (April 1 - March 31). Assessment invoices are mailed to all owners of record in late March and are due 30 days after the date of the invoice. If a member does not pay in full any common expenses by its due date, that payment is delinquent. All Service Fee invoices are emailed or mailed monthly and due within 30 days of the date of the invoice.

The association encourages owners to provide email addresses for billing purposes as the USPS delivery times can vary substantially. An email address gives owners access to an online portal to

the association's accounting and management software where payments can be made and billing and payment history seen.

4. Late Payments

Once a Common Expense or Service Fee is delinquent, Chimney Hill may take any or all of the following actions:

Late fees and interest. If Chimney Hill does not receive payment for any Common Expense or Service Fee in full on or before the 60th day of the first invoice, delinquent member shall pay late fees and interest as follows:

- I. Once payment is 60 days late, a 15% late fee will be added to the amount due. Thereafter a monthly 1.5% late fee will be added to the amount due.
- II. If a bill remains unpaid after 90 days and the homeowner participates in the CHOA rental program, the Association can apply all rental payments received from a tenant toward the a member's arrearage. If any funds are left over after the Association deducts the amount owed to it, the balance shall be credited to the member's account.
- III. After 120 days of a bill remaining unpaid, a \$250 first legal notice fee charged, and foreclosure action being filed by the legal counsel and all legal costs and fees incurred thereafter will be added to the Owner's account for payment.
- IV. For consistently delinquent payers, the association will impose additional late penalties. The first 60 day delinquency will result in a 15% late fee, If a second 60 day delinquency occurs within one year of the first delinquency, the fine will be \$250, for the third, if within one year of the second, \$750, and for each subsequent notice after that \$1,500. This charge may be waived by the board upon petition of the Owner if circumstances so warrant.

5. Returned check fees and bank charges.

For each check to Chimney Hill that is returned by a bank for any reason, the following charges will apply: any related bank charges that Chimney Hill incurs because of the returned check.

6. Suspension of privileges and access to all amenities and services.

If an account contains delinquencies after 60 days, Chimney Hill will give the member notice of suspension from the following privileges:

- i. Use of Clubhouse, pools, playground, tennis courts, basketball court, fishing/skating areas, trail system and other recreational facilities.
- ii. If common expenses are delinquent, ancillary services will not be offered or provided, and any payments received for ancillary services not rendered, the prorated amount will be applied to the delinquent common expenses.

Note:

**Suspension of privileges as outlined above will pertain to owners, renters and guests.
Suspension of privileges will remain in effect until all arrearages are paid in full.**

iii. Attorney's fees and cost of collection. The delinquent member shall be responsible for all of Chimney Hill's attorney's fees and costs of collection, including court costs.

7. Crediting Late Payments

All delinquent accounts remain delinquent until paid in full. No partial payments will waive Chimney Hill's right to pursue full payment and/or to enforce the provisions of this policy. Chimney Hill will apply partial payments to the outstanding balance in the following order:

8. Notices

Unless otherwise required by law, all notices will be sent by email, recorded in the owners online portal, or by first class mail, postage prepaid, to the delinquent member's address as shown in Chimney Hill's books and records on the date the notice goes out.