



**Pine Mountain Estates  
Property Owners Assoc., Inc.**

# Collections Policy

Contains Step-by-Step Procedures  
To Collecting Unpaid  
Dues/Assessments

Approved  
by  
Pine Mountain POA, Inc.  
Board of Directors

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**Overview**

**Mission:** Pine Mountain Property Owners Association, Inc. (PMPOA) is a non-profit organization dedicated to the safety and well-being of all property owners while offering a uniquely challenging, family oriented, golf experience to all guests and members.

According to the Articles of Incorporation, the Board of Directors is required to promote health, safety, and welfare of owners and occupants of residential, commercial and other properties within PMPOA and any additions to such properties as fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration and the By-Laws, Rules and Regulations of the Association; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

The POA Dues Collection Policy is designed to serve as a guide to collect delinquent assessment dues owed to the Pine Mountain Property Owners Association, Inc., in an effective process as laid out in North Carolina Governing Statutes 47F and 55A.

The Association, through its Board of Directors and/or legal counsel, will pursue the collection of delinquent POA accounts from an owner. Should the recovery of delinquent accounts require legal proceedings, those proceedings will be conducted under the direction of the Board of Directors in accordance with the provisions of this "POA Dues Collection Policy" and pursuant to the Declaration of Covenants and Restrictions and applicable North Carolina law.

## **Annual Assessments – By Law Requirements**

### **Pine Mountain Articles of Incorporation:**

The Association shall determine, based upon feasibility of extension of services, which Properties shall have water services only and which shall have both water and sewer service. The cost of the construction of extensions, maintenance, capital improvements, operation, taxes, and other expenses incident to the water system and sewer system, and operation of each, shall be paid from assessments against each Unit of PML Property as herein provided, and from charges made for furnishing such service.

The costs of maintenance, subsequent capital improvements, operation, taxes and other expenses incident to all Common Properties including recreational facilities, golf course and amenities shall be the obligation of the Association and shall be paid from assessments against each Unit of PMPOA Properties as herein provided and from fees for the use of the Common Properties.

### **Pine Mountain Covenants and Restrictions:**

**Creation of Lien and Personal Obligation.** Each Owner of a Unit of PML Property by acceptance of a deed or Certificate of Ownership therefore, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, Certificate of Ownership, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Association: annual assessments or charges; and special assessments for capital improvements.

Annual and special assessments are to be fixed, established and collected from time to time as provided. The annual and special assessments will include all costs of collection including reasonable attorney's fees, charges on the land and liens upon each Unit of PMPOA property against which each such assessment made.

Each such assessment, together with such interest, costs and reasonable attorney's fees shall further be the personal obligation of the party who was the Owner of such Unit of PML Property at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

**Purpose of Annual Assessments.** The annual assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of such owners in the PML Properties and, in particular, for the construction, improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon the PML Properties, including, but not limited to, construction of extensions to the water system and sewer system; the payment of taxes and insurance on the Common Properties, and repair, replacement, operation, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitations aforesaid shall not preclude the use of assessments levied hereunder for maintenance of ways of access

for vehicles and roads and streets within the PML Properties, even if subsequently dedicated to the public.

**Annual Assessments.** The annual assessments shall be fixed by the Board of Directors of the Association and may, on a respective uniform basis, vary as to different categories of Units of PML Property, depending upon the nature and extent of services available thereto.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a greater or lesser amount. In like manner, the Board of Directors of the Association may, after consideration of the lack of improvements as to Units of PML Property in a certain area, fix the assessment for any year as to these particular Units of PML Property at a lesser amount.

**Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, the sewer system, and the ways of access for vehicles and roads and streets within the PML Properties, even though the roads and streets may have been dedicated to the public; and also other capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% of the votes of each class of Members entitled to vote and who are voting in person or by proxy at a meeting duly called for that purpose. Written notice of such a meeting shall be sent to all voting Members at least 30-days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Association may, after consideration of lack of improvements as to Units of PML Property in a certain area, fix the actual assessment for any year as to these particular Units of PML Property at a lesser amount.

**Date of Commencement of Annual Assessments: Due Date.** The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association as the date of commencement. In no event shall the assessment commence as to any particular Unit of PML Property until a contract of sale covering such Unit of PML Property has been entered into by the Developer. When the assessment so commences as to a Unit of PML Property, it shall remain in effect during the life of the contract of sale and after delivery of a deed or certificate of ownership from the Developer to the Purchaser.

The first annual assessment shall be for the balance of the year in which commenced and shall be apportioned over the remaining months of said calendar year, in the amount which bears the same relationship to the annual assessment as the remaining number of months in said year bears to twelve. The assessments for any year, after the first year, shall become due and payable on the first day (or such other day as fixed by the Board of Directors of the Association) of January of said year, and shall be payable either in full or in such periodic increments as the Board shall determine.

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The amount of the annual assessment which may be levied as to any Unit of PML Property against which the assessment commences subsequent to the beginning of the annual assessment period shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in that assessment year bears to twelve.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, and it shall be payable in full or in such periodic increments as the Board of Directors of the Association shall determine.

**Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Unit of PML Property for each assessment period at least 30-days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Units of PML Property and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for the assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. A certificate showing payment shall be conclusive evidence of payment of any assessment therein stated to have been paid.

### **Delegation of Collection of Assessment.**

The Association may delegate the collection of the assessments herein provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Association, the Association, in the delegation of the collection of the assessments, may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be considered a default in performance of a contract of sale as to a Unit of PML Property.

### **Effect of Non-Payment of Assessment; The Lien; The Personal Obligation; Remedies of Association.**

If the assessments are not paid on the date when due, as specified in Section 6 hereof, then such assessment shall become delinquent and shall thereupon become a continuing lien on the Unit of PML Property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid as provided in Section 6, the assessment shall bear interest from date of delinquency at the rate of 6% per annum, and the Association may foreclose the lien against said property or may bring an action at law against the individual(s) or entity personally obligated to pay the same. Both actions shall be cumulative, and neither shall preclude the other. There shall be added to the amount of such assessment legal fees and costs incurred in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided.

**Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon the Unit of PML Property subject to assessment. The ordinary sale or transfer of the Unit of PML Property subject to assessment shall not affect the assessment lien. However, the sale or transfer of any Unit of PML Properties which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure under such mortgage or deed of trust or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, nor shall the prior Owner be relieved from his personal liability for prior assessments.

**Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) Common Properties, Common Areas, Greenways,
- (b) Utility Easements and all other easements,
- (c) Reserved Properties,
- (d) Utilities,
- (e) Properties owned by Declarants or any of them.

**Covenants for Maintenance Assessments Applicable Only to Members of the Commons.**

**Creation of Lien and Personal Obligation.** Each Owner (with the exception of Developer) of any Village Interest, by acceptance of a deed or Certificate of Ownership therefore, or by entering into a contract of purchase with the Developer, whether or not it shall be so expressed in any such deed, Certificate of Ownership, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay to the Commons annual assessments or charges. Such annual assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Purposes and Utilization of Annual Assessments.**

The annual assessments levied hereunder shall be used exclusively for the purposes of promoting the health, safety, and welfare of Owners of Village Interests in the PML Properties, for the further purposes of maintaining, protecting, improving and beautifying the various Village Commons areas, and for the further purposes of providing for or helping Village Interest Owners defray the periodic expenses of painting or applying other exterior finish replenishment to Owners' Country Houses situate within the various Villages to the extent necessary or desirable for the protection of said improvements and for

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maintaining a consistent and pleasing exterior appearance thereon. The annual assessments levied and collected hereunder shall be held and maintained by the Commons or its duly designated agent for the uses and benefits above stated and shall be utilized for no other purposes whatsoever.

The regularity with which Country Houses shall be painted or the exterior finish thereof otherwise replenished and the determination of the amount of the assessment funds that shall be expended per Country House Unit for that purpose shall be determined by the Commons and/or the applicable Village Division and the administration thereof delegated to the Commons Committee and/or the applicable Village Divisions executive committee.

In the event assessment funds available are not sufficient to wholly bear the expense of the assessment purposes above stated, the Commons shall levy a special assessment of the pro-rata cost thereof not defrayed by assessment funds against only the Village Interests to which the benefit of the expenditures accrued and said special assessment shall, upon ten (10) days prior written notice to Owners of such Village Interests have the same force, effect, due date, and consequence and, in all respects, be of identical import as a regular annual assessment, unless provided to the contrary by resolution of the Board of Directors of the Commons.

**Annual Assessments.** The annual assessment shall, on a uniform basis, be less per Village Interest to which the Owner does not hold title under a deed of conveyance than for a Village Interest to which the Owner holds title under a deed of conveyance.

The Board of Directors of the Commons may, after consideration of current costs and expenses and future needs of the Commons, fix the actual assessment for any year at a greater or lesser amount. In like matter, the Board of Directors of the Commons may, after consideration of the lack of expenses incurred as to certain Village Interests, fix the actual assessment for any year as to those Village Interests at a lesser amount.

**Supplemental Assessments.** Any Village Division (established by the Commons) may provide for and levy an annual assessment (to be called a Supplemental Assessment) against each Village Interest within the singular Village in which said Village Division has jurisdiction, it being contemplated that the Directors of the Commons will establish an organized Village Division of each separate and singular Village within the PML Properties. Such Supplemental Assessment shall be levied only as against those Village Interest to with an Owner, other than the Developer, holds record fee title by deed of conveyance.

Such a Supplemental Assessment may be levied by a Village Division only with the assent of 51% of the votes of the above said class of Owners whose Village Interest is subject to such assessment who vote in person or by proxy at a meeting called for that purpose upon not less than 30-days prior written notice of the meeting and the purpose of the same.

A Supplemental Assessment shall not exceed 50% of the then effective Commons annual assessment and shall be effective for not more than three (3) consecutive years unless renewed or extended by vote taken in like manner to that required for initiation of the assessment as aforesaid; provided, however,

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that in the event no Commons annual assessment is in effect, the Supplemental Assessment may be fixed and levied in an amount which shall not exceed the last effective Commons annual assessment.

Supplemental Assessment funds so derived shall be managed and administered by the Executive Committee of the Village Division which shall levy the same and shall be utilized only within that singular Village within the jurisdiction of the assessing Village Division and only for purposes substantially identical to those for which Commons assessment funds may be expended or for such other purposes as shall be mutually beneficial to the assessed Village Interests and the Owners thereof.

The same procedure for administering the Supplemental Assessment shall apply as is set forth in the Covenants and Restrictions, Section 6, of Article II with the exception that the assessing Village Division and its Executive Committee shall have charge of the same.

### **Exterior Maintenance**

In the event the Owner of any Unit of PML Property shall fail to properly provide for exterior maintenance as to buildings or grounds, the Developer or the Association may, but shall not be obligated to do so, provide exterior maintenance as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

**Assessment of Cost.** The cost of such exterior maintenance shall be assessed against the Unit of PML Property upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Unit of PML Property is subject under this Declaration. As part of such annual assessment or charge, it shall be a lien, subject, however, to lien by reason of a first mortgage or first deed of trust and shall become due and payable in all respects as provided for payment of assessments in this Declaration. Upon collection by the Association, the cost shall be paid to Developer, if the Developer has performed the work.

### **Pine Mountain By-Laws:**

#### **Membership:**

The rights of Membership and Associate Membership are subject to the payment of annual and special assessments levied by the Association. The obligation of the assessments which are imposed against a particular Unit of PM Property becomes a lien upon the property against which such assessments are made and also become a personal obligation of the owner of such Unit of PM Property.

The Membership and Associate Membership rights of any person or entity whose Unit of PM Property is subject to assessment by the Association, whether or not he is personally obligated to pay such assessments, may, by action of the Association, be suspended from Membership during the period for which the assessments remain unpaid; upon payment of such assessments, his rights and privileges shall be automatically restored.

If the Association has adopted and published rules and regulations governing the use of the Common Properties as provided in Article IX, Section 1(d) hereof and the personal conduct of any person is in violation of those rules and regulations, the Association may, in its discretion, suspend the rights of any such person for the period not to exceed thirty (30) days. The applicability of the Section 4 shall also run to any Membership or Associate Membership rights which may have been delegated.

## **North Carolina Governing Statute 47F**

### **47F-3-107. Upkeep of planned community; responsibility and assessments for damages.**

The association is responsible for causing the common elements to be maintained, repaired, and replaced when necessary and to assess the lot owners as necessary to recover the costs of such maintenance, repair, or replacement except that the costs of maintenance, repair, or replacement of a limited common element shall be assessed.

Each lot owner is responsible for the maintenance and repair of his lot and any improvements thereon.

Lot owners are legally responsible for damage inflicted on any common element or limited common element, the association may direct such lot owner to repair such damage, or the association may itself cause the repairs to be made and recover damages from the responsible lot owner.

### **47F-3-107.1. Procedures for fines and suspension of planned community privileges or services.**

A hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12).

Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board.

The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116. If it is decided that a suspension of planned community privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured. The lot owner may appeal the decision of an adjudicatory panel to the full executive board by delivering written notice of appeal to the executive board within 15 days after the date of the decision. The executive board may affirm, vacate, or modify the prior decision of the adjudicatory body.

**47F-3-115. Assessments for common expenses.**

Until the association makes a common expense assessment, the declarant shall pay all common expenses. After any assessment has been made by the association, assessments thereafter shall be made at least annually.

All common expenses shall be assessed against all the lots in accordance with the allocations set forth in the declaration. Any past-due common expense assessment or installment thereof bears interest at the rate established by the association not exceeding eighteen percent (18%) per year. Interest may be charged on any past-due common expense assessment or installment only if the declaration provides for interest charges, and where the declaration does not otherwise specify the interest rate, the rate may not exceed eighteen percent (18%) per year.

Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the lots to which that limited common element is assigned, equally, or in any other proportion that the declaration provides; any common expense or portion thereof benefiting fewer than all of the lots shall be assessed exclusively against the lots benefitted; and the costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

If any common expense is caused by the negligence or misconduct of any lot owner or occupant, the association may assess that expense exclusively against that lot owner or occupant's lot.

**47F-3-116. Lien for sums due the association; enforcement.**

Any assessment attributable to a lot which remains unpaid for a period of 30 days or longer shall constitute a lien on that lot when a claim of lien is filed of record in the office of the clerk of superior court of the county in which the lot is located in the manner provided in this section. Once filed, a claim of lien secures all sums due the association through the date filed and any sums due to the association thereafter. Unless the declaration provides otherwise, fees, charges, late charges, and other charges imposed pursuant to G.S. 47F-3-102, 47F-3-107, 47F-3-107.1, and 47F-3-115 are subject to the claim of lien under this section as well as any other sums due and payable to the association under the declaration, the provisions of this Chapter, or as the result of an arbitration, mediation, or judicial decision.

The association must make reasonable and diligent efforts to ensure that its records contain the lot owner's current mailing address. No fewer than 15 days prior to filing the lien, the association shall mail a statement of the assessment amount due by first-class mail to the physical address of the lot and the lot owner's address of record with the association and, if different, to the address for the lot owner shown on the county tax records for the lot. If the lot owner is a corporation or limited liability company, the statement shall also be sent by first-class mail to the mailing address of the registered agent for the corporation or limited liability company. Notwithstanding anything to the contrary in this Chapter, the association is not required to mail a statement to an address known to be a vacant lot on which no dwelling has been constructed or to a lot for which there is no United States postal address.

A claim of lien shall set forth the name and address of the association, the name of the record owner of the lot at the time the claim of lien is filed, a description of the lot, and the amount of the lien claimed. A claim of lien may also appoint a trustee to conduct a foreclosure, as provided in subsection (f) of this

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section. The first page of the claim of lien shall contain the following statement in print that is in boldface, capital letters, and no smaller than the largest print used elsewhere in the document: "THIS DOCUMENT CONSTITUTES A LIEN AGAINST YOUR PROPERTY, AND IF THE LIEN IS NOT PAID, THE HOMEOWNERS ASSOCIATION MAY PROCEED WITH FORECLOSURE AGAINST YOUR PROPERTY IN LIKE MANNER AS A MORTGAGE UNDER NORTH CAROLINA LAW."

The person signing the claim of lien on behalf of the association shall attach to and file with the claim of lien a certificate of service attesting to the attempt of service on the record owner, which service shall be attempted in accordance with G.S. 1A-1, Rule 4(j), for service of a copy of a summons and a complaint. If the actual service is not achieved, the person signing the claim of lien on behalf of the association shall be deemed to have met the requirements of this subsection if service has been attempted pursuant to both of the following: (i) G.S. 1A-1, Rule 4(j)(1)c, d, or e and (ii) by mailing a copy of the lien by regular, first-class mail, postage prepaid to the physical address of the lot and the lot owner's address of record with the association, and, if different, to the address for the lot owner shown on the county tax records and the county real property records for the lot. In the event that the owner of record is not a natural person, and actual service is not achieved, the person signing the claim of lien on behalf of the association shall be deemed to have met the requirements of this subsection if service has been attempted once pursuant to the applicable provisions of G.S. 1A-1, Rule 4(j)(3) through G.S. 1A-1, Rule 4(j)(9). Notwithstanding anything to the contrary in this Chapter, the association is not required to mail a claim of lien to an address which is known to be a vacant lot on which no dwelling has been constructed or to a lot for which there is no United States postal address. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the filing of the claim of lien in the office of the clerk of superior court.

A claim of lien filed under this section is prior to all liens and encumbrances on a lot except (i) liens and encumbrances, specifically including, but not limited to, a mortgage or deed of trust on the lot, recorded before the filing of the claim of lien in the office of the clerk of superior court and (ii) liens for real estate taxes and other governmental assessments and charges against the lot. This subsection does not affect the priority of mechanics' or materialmen's liens.

The association shall be entitled to recover the reasonable attorneys' fees and costs it incurs in connection with the collection of any sums due. A lot owner may not be required to pay attorneys' fees and court costs until the lot owner is notified in writing of the association's intent to seek payment of attorneys' fees, costs, and expenses. The notice must be sent by first-class mail to the physical address of the lot and the lot owner's address of record with the association and, if different, to the address for the lot owner shown on the county tax records for the lot. The association must make reasonable and diligent efforts to ensure that its records contain the lot owner's current mailing address.

Notwithstanding anything to the contrary in this Chapter, there shall be no requirement that notice under this subsection be mailed to an address which is known to be a vacant lot on which no dwelling has been constructed or a lot for which there is no United States postal address. The notice shall set out the outstanding balance due as of the date of the notice and state that the lot owner has 15 days from the mailing of the notice by first-class mail to pay the outstanding balance without the attorneys' fees and court costs. If the lot owner pays the outstanding balance within this period, then the lot owner shall have no obligation to pay attorneys' fees, costs, or expenses. The notice shall also inform the lot owner of the opportunity to contact a representative of the association to discuss a payment schedule for the outstanding balance, as provided in subsection (i) of this section and shall provide the name and telephone number of the representative.

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Except as provided in subsection (h) of this section, the association, acting through the executive board, may foreclose a claim of lien in like manner as a mortgage or deed of trust on real estate under power of sale, as provided in Article 2A of Chapter 45 of the General Statutes, if the assessment remains unpaid for 90 days or more. The association shall not foreclose the claim of lien unless the executive board votes to commence the proceeding against the specific lot.

The following provisions and procedures shall be applicable to and complied with in every nonjudicial power of sale foreclosure of a claim of lien, and these provisions and procedures shall control to the extent they are inconsistent or in conflict with the provisions of Article 2A of Chapter 45 of the General Statutes:

- a. The association shall be deemed to have a power of sale for purposes of enforcement of its claim of lien.
- b. The terms "mortgagee" and "holder" as used in Article 2A of Chapter 45 of the General Statutes shall mean the association, except as provided otherwise in this Chapter.
- c. The term "security instrument" as used in Article 2A of Chapter 45 of the General Statutes shall mean the claim of lien.
- d. The term "trustee" as used in Article 2A of Chapter 45 of the General Statutes shall mean the person or entity appointed by the association under subdivision (6) of this subsection.
- e. After the association has filed a claim of lien and prior to the commencement of a nonjudicial foreclosure, the association shall give to the lot owner notice of the association's intention to commence a nonjudicial foreclosure to enforce its claim of lien. The notice shall contain the information required in G.S. 45-21.16(c)(5a).
- f. The association shall appoint a trustee to conduct the nonjudicial foreclosure proceeding and sale. The appointment of the trustee shall be included in the claim of lien or in a separate instrument filed with the clerk of court in the county in which the planned community is located as an exhibit to the notice of hearing. The association, at its option, may from time to time remove a trustee previously appointed and appoint a successor trustee by filing a Substitution of Trustee with the clerk of court in the foreclosure proceeding. Counsel for the association may be appointed by the association to serve as the trustee and may serve in that capacity as long as the lot owner does not contest the obligation to pay or the amount of any sums due the association, or the validity, enforcement, or foreclosure of the claim of lien, as provided in subdivision (12) of this subsection. Any trustee appointed pursuant to this subsection shall have the same fiduciary duties and obligations as a trustee in the foreclosure of a deed of trust.
- g. If a valid debt, default, and notice to those entitled to receive notice under G.S. 45-21.16(b) are found to exist, then the clerk of court shall authorize the sale of the property described in the claim of lien by the trustee.
- h. If, prior to the expiration of the upset bid period provided in G.S. 45-21.27, the lot owner satisfies the debt secured by the claim of lien and pays all expenses and costs incurred in filing and enforcing the association assessment lien, including, but not limited to, advertising costs, attorneys' fees, and the trustee's commission, then the trustee shall dismiss the foreclosure action and the association shall cancel the claim of lien of record in accordance with the provisions of G.S. 45-36.3. The lot owner shall have all rights granted under Article 4 of Chapter 45 of the General Statutes to ensure the association's satisfaction of the claim of lien.
- i. Any person, other than the trustee, may bid at the foreclosure sale. Unless prohibited in the declaration or bylaws, the association may bid on the lot at a foreclosure sale directly or through an agent. If the association or its agent is the high bidder at the sale, the trustee shall allow the association to pay the costs and expenses of the sale and apply a credit against the sums due by the lot owner to the association in lieu of paying the bid price in full.

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- j. Upon the expiration of the upset bid period provided in G.S. 45-21.27, the trustee shall have full power and authority to execute a deed for the lot to the high bidder.
- k. The trustee shall be entitled to a commission for services rendered which shall include fees, costs, and expenses reasonably incurred by the trustee in connection with the foreclosure, whether or not a sale is held. Except as provided in subdivision (12) of this subsection, the trustee's commission shall be paid without regard to any limitations on compensation otherwise provided by law, including, without limitation, the provisions of G.S. 45-21.15.
- l. If the lot owner does not contest the obligation to pay the amount of any sums due the association or the validity, enforcement, or foreclosure of the claim of lien at any time after the expiration of the 15-day period following notice as required in subsection (b) of this section, then attorneys' fees and the trustee's commission collectively charged to the lot owner shall not exceed one thousand two hundred dollars (\$1,200), not including costs or expenses incurred. The obligation to pay and the amount of any sums due the association and the validity, enforcement, or foreclosure of the claim of lien remain uncontested as long as the lot owner does not dispute, contest, or raise any objection, defense, offset, or counterclaim as to the amount or validity of any portion of the sums claimed due by the association or the validity, enforcement, or foreclosure of the claim of lien. Any judgment, decree, or order in any action brought under this section shall include costs and reasonable attorneys' fees for the prevailing party.
- m. Lot owners shall be deemed to have the rights and remedies available to mortgagors under G.S. 45-21.34.

The provisions do not prohibit or prevent an association from pursuing judicial foreclosure of a claim of lien, from taking other actions to recover the sums due the association, or from accepting a deed in lieu of foreclosure. Any judgment, decree, or order in any judicial foreclosure or civil action relating to the collection of assessments shall include an award of costs and reasonable attorneys' fees for the prevailing party.

A claim of lien securing a debt consisting solely of fines imposed by the association, interest on unpaid fines, or attorneys' fees incurred by the association solely associated with fines imposed by the association may only be enforced by judicial foreclosure, as provided in Article 29A of Chapter 1 of the General Statutes.

The association, acting through its executive board and in the board's sole discretion, may agree to allow payment of an outstanding balance in installments. Neither the association nor the lot owner is obligated to offer or accept any proposed installment schedule. Reasonable administrative fees and costs for accepting and processing installments may be added to the outstanding balance and included in an installment payment schedule. Reasonable attorneys' fees may be added to the outstanding balance and included in an installment schedule after the lot owner has been given notice. Attorneys' fees incurred in connection with any request that the association agrees to accept payment of all or any part of sums due in installments shall not be included or considered in the calculation of fees chargeable.

Where the holder of a first mortgage or first deed of trust of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of a first mortgage or first deed of trust, the purchaser and its heirs, successors, and assigns shall not be liable for the assessments against the lot which became due prior to the acquisition of title to the lot by the purchaser. The unpaid assessments shall be deemed to be common expenses collectible from all the lot owners, including the purchaser, its heirs, successors, and assigns. For purposes of this subsection, the term "acquisition of title" means and refers to the

recording of a deed conveying title or the time at which the rights of the parties are fixed following the foreclosure of a mortgage or deed of trust, whichever occurs first.

**47F-3-118. Association records.**

The association shall keep financial records sufficiently detailed to enable the association to comply with this Chapter. All financial and other records, including records of meetings of the association and executive board, shall be made reasonably available for examination by any lot owner and the lot owner's authorized agents as required in the bylaws and Chapter 55A of the General Statutes. If the bylaws do not specify particular records to be maintained, the association shall keep accurate records of all cash receipts and expenditures and all assets and liabilities. In addition to any specific information that is required by the bylaws to be assembled and reported to the lot owners at specified times, the association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge and within 75 days after the close of the fiscal year to which the information relates. Notwithstanding the bylaws, a more extensive compilation, review, or audit of the association's books and records for the current or immediately preceding fiscal year may be required by a vote of the majority of the executive board or by the affirmative vote of a majority of the lot owners present and voting in person or by proxy at any annual meeting or any special meeting duly called for that purpose.

The association, upon written request, shall furnish to a lot owner or the lot owner's authorized agents a statement setting forth the amount of unpaid assessments and other charges against a lot. The statement shall be furnished within 10 business days after receipt of the request and is binding on the association, the executive board, and every lot owner.

In addition to the limitations of Article 8 of Chapter 55A of the General Statutes, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of the association's executive board or to a business, business associate, or relative of an officer or member of the executive board, except as expressly provided for in the bylaws or in payments for services or expenses paid on behalf of the association which are approved in advance by the executive board.

**North Carolina Governing Statute 55A**

55A-6-23. Member's liability for dues, assessments, and fees. A member may become liable to the corporation for dues, assessments, or fees; provided, however, that a provision in the articles of incorporation or bylaws or a resolution adopted by the board of directors authorizing or imposing dues, assessments, or fees does not, of itself, create liability.

55A-6-31. Termination, expulsion, and suspension.

- a. No member of a corporation may be expelled or suspended, and no membership may be terminated or suspended, except in a manner that is fair and reasonable and is carried out in good faith.
- b. Any proceeding challenging an expulsion, suspension, or termination shall be commenced within one year after the member receives notice of the expulsion, suspension, or termination.

## Pine Mountain POA Collection Policy

- c. A member who has been expelled or suspended may be liable to the corporation for dues, assessments, or fees as a result of obligations incurred or commitments made by the member prior to expulsion or suspension.

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### **STEP BY STEP INSTRUCTIONS:**

#### **PMPOA Members:**

Every person or entity who is the record owner of a fee, or undivided fee, interest in any Unit of Pine Mountain property is subject, by Declaration of Record, to being assessed by the Association, and shall be a Member of the Corporation, unless that person or entity holds such an interest only as security for the performance of an obligation shall not be a Member.

The due date for dues is determined by the Board of Directors per Pine Mountain's Covenants and Restrictions, Part Three, Article I, Section 6 "Date of Commencement of Annual Assessments: Due Date." Balances are due at the start of each quarterly billing (July, Oct, Jan, Apr). Invoices are either mailed or emailed to be delivered to the owner's mailbox or email no later than the first week of the first month of each quarter. Owners have the option, per Board decision dated September 9, 2017, to pay either annually, quarterly or monthly. If an owner decides to pay annually and payment has not been received by January 15<sup>th</sup>, the POA Office will automatically bill them quarterly. If a property owner elects to pay their bill quarterly and payment is not received by the last business day of the 3<sup>rd</sup> month of the quarter, payment is considered late. Monthly payments are late 5 days after billing date.

The POA will make every reasonable effort to provide each property owner with a statement. However, failure to receive an invoice does not exempt any property owner from paying their annual assessment. It is the property owner's responsibility to ensure the POA Office has their correct USPS mailing address and their correct email address.

Failure to pay dues (assessment charges) will result in loss of all of Membership rights, privileges and/or services due to becoming delinquent and/or any other disciplinary proceedings or by operation of a specific provision in the Articles of Incorporation, By-Laws and/or Covenants and Restrictions, a lien on the delinquent property and legal action to collect the past due amounts.

All dues/payments will be mailed to:

Pine Mountain Association Office  
2885 Pine Mountain Dr.  
Connelly Springs, NC 28612

If payment is not received by the due date, a "Second Notice" will be delivered by USPS or emailed to the owner's address on file and preference of communication with the Board. A late fee will also be assessed on the unpaid balance of the delinquent fees. (See attached "Second Notice" letter)

If payment is not received within 15-days after the date of the "Second Notice" a "Hearing Notice" (see attached "Second Notice" letter) will be mailed out either by USPS or emailed to the owner's address on

## Pine Mountain POA Collection Policy

file and the owner will automatically be placed on a monthly billing schedule. The "Private Hearing Notice" will provide the delinquent owner a date, time and location to meet with the Board of Directors for a private hearing, in accordance with NC G.S. 47F-3-107.1. Failure to comply will result in an automatic 6% late fee added to the owner's account annum and loss of all membership rights, privileges and services effective immediately.

If payment is still not received or a resolution is not reached by the Board of Directors after 45 days past the due date, the matter may be immediately turned over to an attorney or collection agency for resolution. This delay in payment or resolution not reached within 45 days past the due date will result in a Lien against properties affected by the lack of payment. The lien will remain against the property until all fees and penalties are paid in full. Any fees and/or costs incurred by the POA to collect payment will be charged to the owner's account.

Pine Mountain Property Owners Association may recover the following costs incurred during the collections process of any delinquent accounts and will be collected in the same manner as dues:

1. Any handling charges, collection costs, administrative fees, postage, taxes, interest, attorney fees or other expenses incurred by the Association in connection with the collection of any account.
2. Any check tendered for payment of dues by an owner or on behalf of an owner that is returned by the bank for any reason will result in the addition of returned check fee of \$35.00.
3. Any late fees and/or penalty fees accrued from the due date.

All collection correspondence will be directed to the person or entity who is the owner and will be sent to the most current address of the owner according to the Association's records. It is the responsibility of the owner to update the Association in regard to address, phone numbers, email address, etc. changes ownership changes, or changes in other contact information. Any correspondence directed to the owner will be considered valid until such written notification of changes has been received by the Association regarding contact information.

In the event the collection letters as set forth above does not result in payment by the owner, the Board of Directors action with input and recommendation from legal counsel, will evaluate what course of legal action appears in the best interest of the Association for the recovery of unpaid dues.

### **Step by Step Procedures for the POA Office:**

1. Any assessment not paid within 30-days of the invoice date will be advised of late fees and assessment (dues) through the "Second Notice" letter automatically.
2. Any assessment not paid within 45-days (15-days after mailing "Second Notice" letter) with no payment received, the office needs to:
  - a. Create "Collections Outline" on the owner and property involved.
  - b. Mail the appropriate Hearing Notice to the owner once scheduling has been completed with the Board of Directors. Scheduling includes: date, time and location.

## Pine Mountain POA Collection Policy

- c. Create "Installment Payment Plan Agreement" for the Board's use during the Hearing process. The Installment Payment Plan Agreement can be initiated by any delinquent lot owner through their own discretion.
3. "No Show:" Owners have the right to reschedule their hearing date with the Board of Directors through the POA Office. Any owner that decidedly elects not to show for their scheduled hearing will be notified, by mail, of the outcome of their hearing.
4. Any assessment not paid within 60-days of the due date, a lien will be filed either by the POA Office, an attorney for collection or a collection agency. (Note: Liens are only good for 3-years)
5. If assessments are not satisfied with a prompt payment, the POA has the option to follow North Carolina foreclosure process.

### **Make sure the Association documents provided for:**

1. Attorney fees – for both collection and defense
2. Compound interest
3. Late fee if not paid on time
4. All other costs involved

### **Additional Information:**

1. Do NOT talk, email or otherwise communicate with an owner about the debt, payoff, or the amount owed at any time once the account has been sent to an attorney or collection agency for collections.
2. Always refer the owner to the attorney to discuss the debt. The reasons for this are:
  - a. It will avoid the problem becoming personal, since the owner is your neighbor.
  - b. The Association considers and charges the delinquent owner for the attorney fees and costs to:
    - (1) Dismiss the collection action
    - (2) Satisfy the lien; and/or
    - (3) Satisfy the judgement
  - c. The Association does not know the total attorney fees and costs incurred that have not been billed yet.
  - d. It is contrary to the Collection Policy to reward untimely payments and instead encourages more untimely payments.

This "POA Dues Collection Policy" is effective upon adoption, to remain in force until revoked, modified or amended.

### **Letters and Forms associated with Pine Mountain's Collections Policy are:**

1. POA Letter (PM-CP-LTR-NRC): "Notice of Returned Check"
2. POA Letter (PM-CP-LTR-2<sup>ND</sup>-NOTICE): "Second Notice"
3. POA Letter (PM-CP-LTR-PRIVATE-HEARING): "Private Hearing Notice"
4. POA Letter (PM-CP-LTR-HEARING): "Hearing Notice"
5. POA Form (PM-HEARING-OUTLINE FORM-2017) "Hearing Meeting Outline"

Pine Mountain POA Collection Policy

6. POA Form (PM-CP-OUTLINE FORM): Collections Outline
7. POA Form (PM-CP-FORM-PAYMENT-PLAN-2017): Installment Payment Arrangement

This is to certify that the foregoing policy was adopted by the POA Board of Directors to be effective December 10, 2017.

**President's Certification:**

The undersigned, being the President of Pine Mountain Property Owners Association, Inc., a North Carolina nonprofit corporation, certifies that the foregoing Collection Policy was approved, adopted and/or modified by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association on December 10, 2017 and in witness thereof, the undersigned has subscribed his/her name.

**Pine Mountain Property Owners Association, Inc.**

A North Carolina non-profit Corporation:

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President

# Pine Mountain Property Owners Association

## Collections Outline

Effective (Start) Date: \_\_\_\_\_ Amount Due: \$ \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property affected by delinquency: \_\_\_\_\_

(Use additional sheets, if necessary.)

Date "Second Notice" letter mailed out: \_\_\_\_\_

Response/Date if any: \_\_\_\_\_

Date "Warning Letter" mailed out: \_\_\_\_\_

Response/Date if any: \_\_\_\_\_

Private Hearing: Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Did the **Private Hearing** occur? Yes \_\_\_\_\_ No \_\_\_\_\_

Results: Sign Installment Plan Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

Notes: \_\_\_\_\_

Date Lien filled on property: \_\_\_\_\_ Lien #: \_\_\_\_\_

Filed By: \_\_\_\_\_

Other legal action: \_\_\_\_\_



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## -- NOTICE OF RETURNED CHECK --

<< Owner's Name >>  
<< Mailing Address >>  
<< City, State, Zip >>

<<Today's Date>>

Reference: << Pine Mountain Property Location >>

Dear << Owner's Name >>

We received check # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ as payment for your account, lot # \_\_\_\_\_. However, your check was returned by your banking institution for insufficient funds.

Please send a certified check, money order or call the Pine Mountain POA Office with your credit card information for the amount listed above and an additional \$35.00 to cover the returned check fee.

If the amount above is not received within 15-days from the date of this letter, this matter will be turned over to the Court Magistrate Office and Collection procedures will take effect immediately.

If you have any questions, please call the Pine Mountain **POA Office, 828-437-4894**.

Sincerely,

<< President's Name >>  
President, Board of Directors  
Pine Mountain, Property Owners Association, Inc.



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

-- LATE NOTICE --

<< Owner's Name >>  
<< Mailing Address >>  
<< City, State, Zip >>

<<Today's Date>>

Reference: << Pine Mountain Property Location >>

Dear << Owner's Name >>

Our records indicate there's an unpaid balance on your account for \$ \_\_\_\_\_. This amount could be an oversight through record keeping and we'd like to provide you with an opportunity to correct any discrepancies within your account.

Pine Mountain Estates relies on everyone's prompt payment of assessment dues to ensure we meet our obligations in a timely manner.

Please forward your payment immediately to avoid additional late fees and penalties. If you have any questions, please contact the POA Office at your convenience.

Office hours are: Mon - Fri 9:00 am – 1:00 pm. Expenses

Sincerely,

<< President's Name >>  
President, Board of Directors  
Pine Mountain, Property Owners Association, Inc.



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

-- SECOND NOTICE --

<< Owner's Name >>  
<< Mailing Address >>  
<< City, State, Zip >>

<<Today's Date>>

Reference: << Pine Mountain Property Location >>

Dear << Owner's Name >>

Our records indicate an unpaid balance on your account for \$ \_\_\_\_\_. **Please pay in full within 15-days from the date of this letter** to avoid loss of membership rights, privileges and services. A late fee has been applied to your balance.

Pine Mountain Estates relies on everyone's prompt payment of assessment dues to ensure we meet our obligations in a timely manner.

Please forward your payment immediately to avoid additional late fees and penalties.

Sincerely,

<< President's Name >>  
President, Board of Directors  
Pine Mountain, Property Owners Association, Inc.



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## -- HEARING DECISION --

<< Owner's Name >>  
<< Mailing Address >>  
<< City, State, Zip >>

<<Today's Date>>

Reference: << Notice of Hearing >>

Dear << Owner's Name >>

As you know, members of the association are subject to following the rules provided within the Pine Mountain governing documents. These documents also describe the board's responsibilities. One such responsibility is the enforcement of the governing documents. Sometimes this requires the imposition of fines, penalties and the loss of membership rights and privileges against those who violate the association's restrictions. The board always regrets taking such measures and would prefer to minimize them whenever possible.

In this case, you are alleged to have violated: <list violations>. Accordingly, a hearing has been set so that you may have an opportunity to appear before the board to discuss the matter and/or contest the evidence. You are requested to appear in person with a written or verbal response. If the board determines that a violation occurred, it may impose a fine (or daily fines for continuing violations) and/or suspend privileges.

The hearing will be held as indicated below:

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Location: \_\_\_\_\_

Upon timely written request and for worthy cause, you may be granted a short continuance to a new hearing date.

This letter is under the direct guidance of our Board of Directors, please contact the office if you have any questions.

Sincerely,

<< President's Name >>  
President, Board of Directors  
Pine Mountain, Property Owners Association, Inc.



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## -- PRIVATE HEARING NOTICE --

<< Owner's Name >>  
<< Mailing Address >>  
<< City, State, Zip >>

<<Today's Date>>

Reference: << Pine Mountain Property Location >>

Dear << Owner's Name >>

We sent you a Late Notice, dated \_\_\_\_\_ concerning the amount owed to Pine Mountain Estates. As of the above date, you continue to owe \$ \_\_\_\_\_.

If there is a reason why you are withholding payment or if you are experiencing financial hardship which is preventing you from making a payment, please contact Pine Mountain's POA Office to discuss the matter. Failure to take immediate action either by making full payment or contacting this office will force us to proceed with the Collection Procedure approved by the Board of Directors.

Your failure to pay the balance due to Pine Mountain Estates not only creates problems for our Community in meeting its financial obligations but will result in additional costs to you since you are legally responsible for any costs incurred by Pine Mountain to order to collect your delinquent balance.

In accordance with NC G.S. 47F-3-107.1 you are hereby requested to attend a **Private Hearing** with the Board of Directors to determine if additional fines and continued suspension of rights, privileges and services are in order:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

If you fail to show at the above mentioned Private Hearing, 6% annum late fees will be added to your account and **continued loss of all membership privileges** (rights, privileges and services).

Pine Mountain's legal documents and the governing statutes of North Carolina provides legal action to be initiated to collect delinquent balances. These actions include filing a Lien against your home/property that will lead to foreclosure.

You are hereby notified that Pine Mountain intends to pursue all legal actions allowed by law to collect the amount you owe. Once collection procedures are initiated, loss of all membership privileges and actions will continue until full payment of delinquent assessments/dues, late fees, interest, attorney's fees and other costs have been collected.

Sincerely,

<< President's Name >>

President, Board of Directors

Pine Mountain, Property Owners Association, Inc.

PM-CP-LTR-PRIVATE-HEARING-02-2018

# Pine Mountain Property Owners Association

## Hearing Meeting Outline

Hearing Date/Time: \_\_\_\_\_ Location: \_\_\_\_\_

Member's Name: \_\_\_\_\_

Violation: \_\_\_\_\_

Established total **time** allowed for the Hearing: \_\_\_\_\_

Establish order of who may speak and when:

1. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_
2. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_
3. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_

Any Opening Statements: Yes / No

---

---

Any Evidence: Yes / No

---

---

Any Testimonies: Yes / No

---

---

Any Questions: Yes / No

---

---

Board / Panel Decision: \_\_\_\_\_

---

---

Attendance:

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Date Verdict and/or Decision Mailed: \_\_\_\_\_

# Pine Mountain Property Owners Association

## Hearing Meeting Outline

Hearing Date/Time: \_\_\_\_\_ Location: \_\_\_\_\_

Offender's Name: \_\_\_\_\_

Violation: \_\_\_\_\_

Established total **time** allowed for the Hearing: \_\_\_\_\_

Establish order of who may speak and when:

1. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_

2. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_

3. \_\_\_\_\_ / Relation to the violation: \_\_\_\_\_

Any Opening Statements: Yes / No

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Any Evidence: Yes / No

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Any Testimonies: Yes / No

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---

Any Questions: Yes / No

---

---

Board / Panel Decision: \_\_\_\_\_

---

---

Attendance:

---

---

---

Date Verdict and/or Decision Mailed: \_\_\_\_\_

# Pine Mountain Property Owners Association

## Installment Payment Plan Arrangement

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Dear \_\_\_\_\_

This is to confirm the amount you are delinquent, as of the date of this arrangement, is \$ \_\_\_\_\_. This arrangement under which we will accept monthly payments of \$\_\_\_\_\_ in installments until your outstanding balance is paid in full. You must sign this agreement indicating admission of the full amount of the account and acceptance of the terms of our agreement.

### **Terms of Agreement:**

Pine Mountain Property Owners Association, Inc. will accept payment in the account of, together with interest at the rate of 6% per month, in consecutive monthly installments beginning (date) \_\_\_\_\_ and continuing until (date) \_\_\_\_\_ or each successive month until paid off in full. Each payment will be applied first to accrued interest and second to principal. In accordance with Pine Mountain's Association Declaration and By-Laws, NC G.S. 47F and NC G.S. 55A all rights and privileges have been suspended due to your delinquency and therefore you are not to be considered a "Member in Good Standing" until which time all dues and charges have been paid in full.

If there is a default in making any payment, at our option the full balance owed on the account, together with accrued agreed interest, shall become due and payable and continue to accrue interest, before and after judgement, at the same rate of interest until paid off in full.

### **Admission and Acceptance**

Your name, signature and contact information is required on this agreement:

Sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_; Email: \_\_\_\_\_

Property assessment dues are delinquent: \_\_\_\_\_

(Use additional sheets, if necessary.)

Installment Payment Plan Agreement between \_\_\_\_\_ and the POA Board of Directors on this date will become effective immediately. First payment under this agreement is due: \_\_\_\_\_. Expected date to complete this agreement: \_\_\_\_\_. Failure to adhere to this agreement will result in immediate disciplinary proceedings through the POA law office and all charges will be added to the delinquent's account.

Date: \_\_\_\_\_

Signature – Board of Director: \_\_\_\_\_

Name/Title of Board of Director: \_\_\_\_\_



# Pine Mountain Estates Property Owners Assoc., Inc.

2885 Pine Mountain Drive,  
Connelly Springs, NC 28612  
Phone 828-437-4894  
Fax 828-438-1583

## -- RECORDS UPDATE --

<< Owner's Name >>

<<Today's

Date>>

<< Mailing Address >>

<< City, State, Zip >>

Reference: << Records Update >>

Dear << Owner's Name >>

Our records indicate that you received an opportunity to meet with the Collections Committee for being delinquent in payment of Pine Mountain dues (assessment). Unfortunately, our records are incomplete with all the required paperwork and we ask that you come in to give us an opportunity to ensure your records are up-to-date.

Pine Mountain recently adopted a new Collections Policy that includes North Carolina Governing Statutes requirements that now requires standardized forms that layout policy and financial agreements between Pine Mountain and its members during times of delinquency. By updating these forms and your records, any previously made agreements will be automatically adopted without having to meet another panel or the board of directors.

This matter should only take a couple of minutes of your time. Please contact the Office within the next 10 days to schedule a date and time to take care of this matter. If we do not hear from you, the Board of Directors will fill out these forms for you and notify you of any changes and updates that will be made without you or your approval.

This letter is under the direct guidance of our Board of Directors, please contact the office if you have any questions.

Sincerely,

<< President's Name >>

President, Board of Directors

Pine Mountain, Property Owners Association, Inc.