



Lea Manor Homes Association HOA Assessments and Collection Policy

The following policies and procedures were adopted by the Board of Directors of Lea Manor Homes Association (the "Association") pursuant to a regular meeting of the Board of Directors on January 22, 2018.

RESOLVED the following policy shall apply to the Association's collection of sums alleged to be due from each owner, person or corporation, of the legal title of any lot or tract in Lea Manor, a subdivision in Kansas City, of Jackson County, Missouri ("Owner").

Policy: Assessments and Collection

1. Annual assessments (sometimes called dues) shall be invoiced to the most recent address registered with the Association by Owner, on or before the last day of January of each year, and are due and payable no later than the last day of March of such year ("Due Date").
2. Any special assessments shall be invoiced to the most recent address registered with the Association by Owner, and are due and payable no later than the date specified in the special assessment ("Special Assessment Due Date").
3. Assessments, annual or special, must be paid by personal check (or third-party bill pay service), cashier's check, or money order. The Association cannot accept cash as payment under any circumstances.
4. Assessments, annual or special, shall be considered delinquent if not paid by the Due Date or Special Assessment Due Date, as the case may be, and shall accrue interest at a rate of 8% per annum until paid in full.
5. The Association will charge the Owner a fee of thirty-five dollars (\$35.00) as a result of a returned or rejected check or other instrument, to cover direct costs and return check charges from the Association's bank.
6. Once an assessment is delinquent, the Treasurer of the Association will mail a monthly reminder notice in the form of a statement, notifying Owner of delinquency and current total amount due (including all late fees).
7. An Owner's payment of less than the full amount owed to the Association at any time shall be applied to the following, if applicable, in the order listed, from oldest to most recent in each category:
 - a. Accrued interest
 - b. Assessments, annual
 - c. Assessments, special

The Association shall have, in its sole discretion, the right to return any partial payment that directs payment other than in the above priority.

8. Any delinquency exceeding an amount of seven hundred fifty dollars (\$750.00), including assessments and interest, will be submitted to the Association attorney for lien preparation. The Owner will be advised by regular mailing via United States Postal Service and by Certified Mail that a lien will be filed on Owner's home if payment is not made by a certain date (thirty (30) days from the date of the letter) or arrangements made otherwise. Non-communication from Owner after the end of the thirty (30) days will be noted as a failure to pay or communication of an arrangement otherwise. At this time, the Association's attorney will be contacted to prepare and file the lien. Once lien in filed, the Owner is required to pay all outstanding assessments, late fees, and legal costs associated with the lien prior to its removal. Upon full payment, the Association's attorney will then prepare and file the lien release if the Owner pays the additional fees for such service. The Owner may also choose to file the release on their own, in which the Treasurer or other duly appointed officer of the Association will sign lien release document in the presence of a Notary Public once it is confirmed that all outstanding dues and expenses are paid.

9. Generally alleging a failure of the Association to comply with provisions of the Association's governing documents shall not constitute a defense or set-off of the lawfully imposed assessments.

Adopted this January 22, 2018, by the Board of Directors of Lea Manor Homes Association.

By 

Michael Claypool, Chairman of the Board and President
Lea Manor Homes Association

Policy Effective Date: January 22, 2018