



# HOMEOWNER ASSOCIATION

## Maintenance Fees and Billing Options

**Authority** – This policy is developed under the authority of the Articles of Association (Section 2.5 – Membership Levy), the Management Agreement (Section 5.7 – Assessment, Billing and Collection, Schedule “D” Compensation Section (5) Billing and Collection), and the Time Share Agreement (Article 4 – Financial Matters).

**Policy Statement** – Maintenance Fee invoices are normally sent to the member prior to December 1. Payment is requested by a specified due date. Should the member not receive a bill, it does not relieve them of their responsibility for payment by the due date. It is up to the member to request a duplicate bill if not received.

### Policy Detail

#### Annual Billing Option

If the member chooses the Annual Billing Option, the maintenance fee will be billed once.

Due Date	January 15
Delinquency Date	February 20
Final Notice of Delinquency	February 25

Interest accrues at 1.5% per month on any account that falls delinquent.

February 20 - \$50 Reinstatement Fee

February 20 - \$29 Owner Privilege Blocking Fee

*(see delinquency information below for explanation of this fee.)*

Once delinquent, in order for the member to reinstate occupancy and voting rights, the member must pay the billed maintenance fee, plus any other accrued charges, in full.

#### Installment Option

If the member chooses the Installment Billing Option, the maintenance fee will be billed in four (4) installments.

	1	2	3	4
Due Date	January 15	February 28	May 31	August 31
Delinquency Dates	February 20	March 20	June 20	September 20

There will be a \$5 fee per installment for owners who choose the installment billing option. Interest accrues at 1.5% per month on any account that falls delinquent.

February 20 - \$12.50 Reinstatement Fee

March 20 - \$12.50 Reinstatement Fee

June 20 - \$12.50 Reinstatement Fee

September 20 - \$12.50 Reinstatement Fee

**We reserve the right to withdraw the member’s installment payment option should their payments not be made in a timely manner.**

If installment billing account becomes 60 days delinquent, a \$29 Owner Privilege blocking fee will be assessed.

**Delinquency Information** – If the member becomes delinquent, their ownership privileges may be blocked. This includes voting rights, day use, use of ownership week, Bonus Time and Resort Travel Exchange (RTX), banking and exchanging of ownership week. Confirmed exchanges are subject to cancellation. Should this action be taken, there is no guarantee of replacement reservations or exchange of the member’s current year’s ownership week.

**Additional Action** – The Board of Directors may, at its discretion, request any or all of the following actions:

1. Engagement of professional collection agency services
2. Cancellation of Membership
3. Filing of Small Claims suit

*Any related costs for the above will be added to the delinquent owner’s account.*

**Reinstatement** – In order to reinstate the member’s occupancy and voting rights, they must pay the billed assessment plus any other accrued charges, in full.

*NOTE: A \$25 charge may be added to the owner’s account for any payment which is not honored.*

**Purpose** – The purpose of preparing a policy on Maintenance Fees and Billing Options is to ensure that all members understand their responsibilities and options concerning the levy and payment of Maintenance Fees and the remedial process should the Maintenance Fees fall into delinquency.

**Definitions**- Any definitions listed below apply to this policy only.

*Reinstatement Fee* – Fee charged to member who has been delinquent but now pays their fees and wants to be reinstated in good standing.

*Owner Privilege Blocking Fee* – A \$29 charge assessed to members who become delinquent.

*Default* – Failure to pay fees on or before the date due or on the appointed installment dates

*Delinquent* – Accounts that have not paid their fees by the specified delinquency date

*Late Fees* – Interest calculated at 1.5% per month, reinstatement fees, Owner Privilege blocking fee; these fees are avoided by paying in full and on time



## Maintenance Fees and Billing QUESTIONS AND ANSWERS

### **Q** *Definition of Maintenance Fee:*

**A** The Maintenance Fee consists of Operating Assessment and Capital Reserves. The Operating Assessment covers seven days of vacation ownership. This covers the day-to-day operations of the property including everything from staffing to landscaping to utility bills to regular maintenance, etc. Capital Reserves are set aside to cover expenses outside of the day-to-day expenses. This portion of the maintenance fee ensures that we will be able to refurbish and repair the resort facilities and maintain unit quality for the life of the property. Reserve studies are completed annually to ensure that we have planned appropriately for any major expenditure such as replacement of furniture or the roof, etc.

### **Q** *When is my Maintenance Fee considered late?*

**A** We have provided the Maintenance Fee Billing and Collection Policy in document BGMRA-08-01. This will provide the billing schedules, as well as when late fees and interest are assessed.

### **Q** *What are my options if I cannot pay in full at this time?*

**A** We encourage owners to take advantage of the installment billing option. This allows members to pay in 4 easy installments throughout the year. There is a \$5 per installment fee for the use of this installment option.

### **Q** *Can I still deposit and/or exchange my week if I am on the installment billing option or do my maintenance fees have to be prepaid?*

**A** We allow Owners to deposit and/or exchange their vacation use week as long as all fees that have been billed are current.

### **Q** *What forms of payment do you accept for my maintenance fee payment?*

**A** Visa, MasterCard, Discover or American Express payments can be made online at: <https://payments.laturhotelsandresorts.com> or by calling our toll free line listed on your invoice. Cheques can be mailed in the enclosed payment envelope. Please be sure to list the Owner ID number which is located on the invoice. Please do not mail your payment to the actual resort address. This may cause a delay in receiving your maintenance fee payment on time.