

**AUTHORIZATION TO INSTITUTE  
COLLECTION OF DELINQUENT ASSESSMENTS**

**To: Lender's Foreclosure Services, Inc.**  
**P.O. Box 92086**  
**City of Industry, CA 91715-2086**  
**Phone: (626) 579-5350**  
**Fax: (626) 579-2524**

**From:** \_\_\_\_\_  
Name of the Home Owners Association  
\_\_\_\_\_  
Correspondence Address  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

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

We hereby appoint and authorize Lender's Foreclosure Services, Inc. ("LFSI") to act as our agent for the purpose of collecting delinquent assessments on behalf of the above named homeowner's association. We understand that your collection procedures may include initial demand letter, preparing, recording and executing on our behalf Notice of Delinquent Assessment (liens) and/or Notice of Default and any other procedures permitted under sections 1350 through 1372 of the California Civil Code. **THE MANAGEMENT COMPANY AND THE ASSOCIATION WILL NOT ACCEPT ANY MONEY FROM THE HOMEOWNER AND WILL REFER THEM TO LENDER'S FORECLOSURE SERVICES DURING THE COLLECTION PROCESS.**

It is expressly understood and agreed that the association will be responsible for all fees and costs incurred by or on behalf of LFSI or its designated agent. In the event that the association does accept money from the homeowner in settlement of the delinquent assessment, or in the event that the non-judicial foreclosure procedure is terminated for any reasons including, but not limited to, foreclosure of senior lien, bankruptcy, court action by homeowner, the association will be responsible for all the fees and expenses due LFSI, which would otherwise have been due directly from the homeowner.

The Association and its managing agents understand that neither LFSI nor its legal counsel, staff or employees make any representations or warranties regarding the results of the non-judicial foreclosure procedure.

If LFSI is named as a party to a lawsuit concerning the homeowners association and Project/Owner, because of a conflict between them, in which LFSI has no interest or involvement. LFSI is not to be held responsible for any costs involved in defending itself in such a lawsuit. The association hereby agrees to indemnify and accept the responsibility for all of the expenses/costs assumed or incurred by LFSI in defending itself in any such lawsuit, together with any loss, liability or judgment suffered as a result of the same. If there is no conflict of interest, the association shall be entitled to use its own attorney to defend LFSI in such lawsuit. If the association tenders the defense of any lawsuits to its D&O Insurance Carrier and said carrier denies coverage to LFSI, the association shall still be obligated to indemnify, defend and hold harmless LFSI, its principals and employees.

By signing below, the association authorizes LFSI to begin the non-judicial foreclosure procedure. The person signing below is either a member of the Board of Directors or its authorized agent, and certifies that the execution of this agreement has been authorized by the Board of Directors.

Accepted by:

\_\_\_\_\_  
Signature of Authorized Member  
of association or its agent

\_\_\_\_\_  
Your Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DECLARATION OF DEFAULT / AUTHORIZATION TO INSTITUTE COLLECTION OF DELINQUENT ASSESSMENTS

TO: Lender's Foreclosure Services, Inc.  
 P. O. Box 92086  
 City of Industry, CA 91715-2086

Telephone: (626) 579-5350  
 Fax: (626) 579-2524

Date:		
Homeowners Association:		
Management Company:		
Address for Correspondence:		
Contact Person:	Phone:	Fax:

Please check appropriate boxes to indicate which of the following documents are enclosed.

- Recorded copy of Association's CC&Rs
- Copy of current payment history and/or ledger sheet from the time the account became delinquent
- Copy of lien (if one has already been recorded)
- Copies of any delinquency letters or notices mailed to homeowner
- Copy of Association's current Collection Policy pursuant to California Civil Code 1365
- Copies of any correspondence from homeowner relating to the delinquent assessments.

Homeowner Name:	Account#:
Property Address:	Unit#:
City, State:	Zip:
Mailing Address:	Unit#:
City, State:	Zip:

### DELINQUENT ASSESSMENTS DUE ON ACCOUNT

Assessments first became delinquent for the month of  and have remained unpaid for all subsequent months.

Association's regular monthly assessments is \$  due on the  day of the month.

The regular assessment amount will increase to \$  beginning

The Association's late charge per month is \$  which is payable after  days late.

Interest on delinquent assessments is charged at  % (per CC&Rs and California Civil Code.

Special Assessments, penalties and costs of collection are as follows:

\$ <input style="width: 80px;" type="text"/>	for (purpose)	<input style="width: 100%;" type="text"/>	incurred on	<input style="width: 100%;" type="text"/>	through
\$ <input style="width: 80px;" type="text"/>	for (purpose)	<input style="width: 100%;" type="text"/>	incurred on	<input style="width: 100%;" type="text"/>	through