

Fox Glen Homeowner's Association, Inc.

Policy Resolution #2: Policy Resolution Relating to Delinquent Assessments

As Amended: 6/1/2014

Effective: 6/1/2014

WHEREAS, Article 4(b) of the Fox Glen Homeowner's Association, Inc. Declaration of Protective Covenants which states each owner agrees to timely pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration.

WHEREAS, Article 4(c) of the Fox Glen Homeowner's Association, Inc. Declaration of Protective Covenants all assessments and charges shall accrue late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum of the principal amount due), costs, including without limitation, reasonable attorney's fees actually incurred. The assessments and charges shall be a continuing lien upon the Lot against which each assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

NOW, THEREFORE, BE IT RESOLVED THAT these collection procedures shall be followed:

1. AMOUNTS PAYABLE TO THE ASSOCIATION include, but are not limited to, regular assessments, special assessments, remedy assessments, repairs to the common area that are an owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.

2. PAYMENT SCHEDULE. Originally, the regular assessment was due on the 1st of each year. In approximately the year 2000 the Fox Glen Board agreed to move the due date to March 1st, and also allow split payments to ease the burden of the year-end holidays. If split payment terms are not requested, fees that are not received within 10 days of the due date are considered past due. Requests for split payments have to be approved by the management company. *If residents elected the split payment option a \$5.00 fee per payment would apply. The first payment is also due March 1st, final payment April 1st. Fees not received within 10 days of the due date(s) will be considered past due!*

3. NSF & INTEREST CHARGES.

- A late fee of \$25.00 per month that the account remains delinquent.
- A \$25.00 NSF (Non-Sufficient Funds) charge will apply to any returned check.

4. ORDER OF CREDITING PAYMENTS. Per Article 4(m) of the Fox Glen Homeowner's Association, Inc. payments received shall be first applied to costs, then to late charges, then to interest and then to delinquent assessments. Costs can include but are not limited to: legal fees, collection fees, late fees and fines.

5. PROCESS FOR DELINQUENCY NOTIFICATION. For all balances that are not received by the due date, the following notification process applies:

- **FIRST NOTICE:** First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to an owner whose balance is ten (10) days past due.
- **2ND NOTICE:** 15 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 15 days. Attorney actions include but not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure.
- **PAYMENT PLANS:** Requests for payment plans must be submitted in writing to the management company stating the proposed payment amount and length of time expected to bring the account current. The board reserves the right to approve, deny or modify any payment plan request at their discretion.

Any assessment that remains unpaid for a period of ninety (90) days or more will be forwarded to the Association's attorney for collections where a lien will be levied against the Lot. The owner shall be charged the Association's reasonable attorney fees and related costs in accordance with the Declaration of Protective Covenants, in addition to regular and special assessments, interest and/or late charges. Once an account is sent to an attorney for collection, the Board of Directors may require the entire unpaid annual and special assessments be accelerated and declared immediately due and payable.

Recorded in the Book of Minutes on June 01, 2014

Signed: _____, 2014

Charles F. Motta Jr.
Board Member

Carrie J. Epp
Board Member