

Halifax Plantation Phases II & III Homeowner's Association, Inc

DELINQUENT ASSESSMENT POLICY

WHEREAS The Association is charged with certain responsibilities regarding the care, maintenance and service of certain portions of the common property, and

FURTHER The Association must have the financial ability to carry out its duties and responsibilities, and

FURTHER The Board of Directors is required to pursue collection of assessments and other charges from all owners, and

FURTHER The Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association, therefore

BE IT RESOLVED

- 1) **DUE DATE** The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation and Bylaws shall be due and payable in **four** installments due on the **1st day** of each calendar quarter (unless such date shall fall on a holiday or weekend, in which case it shall be due on the next business day following the 1st day of each calendar quarter), AND
- 2) **PAST DUE** Assessments, or other charges or any portion thereof not paid to the Association **5 days** after the DUE DATE established in (1), above, shall be considered past due and delinquent, AND
- 3) **INTEREST** Any past due and delinquent amount (including but not limited to LATE CHARGE(S), ACCELERATED ASSESSMENT(S), RETURNED CHECK CHARGES and/or COLLECTION COSTS), shall accrue INTEREST at the rate provided in the Declaration and said INTEREST shall be due and payable immediately with the delinquent assessment or other charge, AND
- 4) **LATE CHARGE** The Association shall, unless waived by a vote of a majority of the Board of Directors, impose a twenty-five dollar (\$25.00) late charge on any homeowner account with a past due and delinquent amount **5 days** after each DUE DATE established in (1), above, and said LATE CHARGE(S) shall be due and payable immediately with the delinquent assessment or other charge, AND
- 5) **PERSONAL OBLIGATION** The annual assessment, accumulated INTEREST, and LATE CHARGE(S) shall be the PERSONAL OBLIGATION of the owner(s) of the unit against which the assessment, INTEREST, and/or LATE CHARGE(S) have accrued, and
- 6) **ACCELERATION OF ASSESSMENT** Pursuant to the provisions of the Declaration, if an owner fails to pay an installment of any assessment levied against his/her unit for **90 days**

Adopted at the Sept 17, 2018 Board of Directors meeting

beyond the DUE DATE established in (1), above, the Association, at its option, may accelerate the remainder of the annual assessment installments and declare them immediately due and payable in full, AND

- 7) **RETURNED CHECK CHARGES** In addition to any and all charges imposed under the Declaration, Article of Incorporation and Bylaws, the Rules and Regulations of the Association, or this Resolution, a fee of no less than the greater of twenty-five dollars (\$25.00) or twice that cost incurred by the Association shall be assessed against an owner in the event any check or other instrument (including but not limited to ACH transactions) attributable to or payable for the benefit of such owner is not honored by the Association's financial institution or is returned by the Association's financial institution for any reason whatsoever, including but not limited to insufficient funds, AND
- 8) **COLLECTION COSTS** As an additional expense permitted under the Declaration, Articles of Incorporation and Bylaws, the Association shall be entitled to recover from the responsible homeowner(s) its actual collection costs, including but not limited to attorney's fees, incurred in the collection of delinquent amounts. Such COLLECTION COSTS shall be due and payable immediately when incurred by the Association, AND
- 9) **APPLICATION OF PAYMENTS MADE TO THE ASSOCIATION** Payments received from owners shall be credited in the following order, with any remaining payment amount applied only after each prior category is paid in full:
 - a. RETURNED CHECK CHARGES
 - b. INTEREST
 - c. LATE CHARGES
 - d. COLLECTION COST
 - e. PAST DUE ASSESSMENTS
 - f. CURRENT ASSESSMENTS, AND
- 10) **COLLECTION LETTERS** After an assessment or other charge due the Association becomes PAST DUE, the Association may, but is not required to, cause a LATE NOTICE (in such form as determined by the Treasurer) to be sent to the homeowner(s) who are PAST DUE in payments. In accordance with the COLLECTION SCHEDULE, below, the Association may, but shall not be required to, send a NOTICE OF INTENTION TO REFER ACCOUNT TO THE ATTORNEY to homeowners who are PAST DUE in payments, AND
- 11) **CLAIM OF LIEN** The Association may record a CLAIM OF LIEN against any property subject to the Association's authority owned by a unitholder (homeowner) with a PAST DUE amount in accordance with the terms and provisions of the Declaration and Florida Statutes, AND
- 12) **REFERRAL OF PAST DUE AMOUNTS TO ATTORNEYS** The Association may, but shall not be required to, refer PAST DUE accounts to its attorneys for collection. Upon such

referral, the attorneys shall take all appropriate action to collect the amounts due the Association, AND

- 13) **COLLECTION TIMETABLE** The following schedule shall apply to the collections of installment payments of the annual assessment and associated charges:

All installment payments are due and payable as specified in (1), above. Payments received the date specified in (2), above, will be considered late and delinquent.

Unit owners with unpaid charges **30 days after the DUE DATE** will be notified by regular mail that the delinquent charges are immediately due and payable, and that the Association reserves the right to assess LATE FEES in the amount of 1.5% per month from the DUE DATE, and any collection costs should that become necessary. The unit owner is invited to contact the Association offices in the event of extenuating circumstances or hardship and arrange a payment schedule consistent with Paragraph 12, herein.

Unit owners with unpaid charges **60 days after the DUE DATE and who have not contacted the Association offices to arrange a payment schedule** will be notified by regular mail that the delinquent charges are immediately due and payable, and that the Association has assessed LATE FEES in the amount of 1.5% per month from the DUE DATE on the delinquent amounts. The unit owner is again invited to contact the Association offices in the event of extenuating circumstances or hardship and arrange a payment schedule consistent with Paragraph 14, herein.

Unit owners with unpaid charges **90 days after the DUE DATE and who have not contacted the Association offices to arrange a payment schedule** will be notified by certified mail that the delinquent charges are immediately due and payable, and that the Association has assessed LATE FEES in the amount of 1.5% per month from the DUE DATE on the delinquent amounts. The unit owner will be notified that the past due and delinquent amounts are subject to collection action and/or a lien on the unit, and that the unit holder is liable for all COLLECTION COSTS.

The Board of Directors, at its discretion and after consultation with legal counsel as appropriate, may initiate collection actions including, but not limited to, attorney demand letters, acceleration notices, notices of Intent to Lien, liens and foreclosure for accounts seriously (**greater than 90 days**) overdue, AND

- 14) **THE ASSOCIATION MAY GRANT A WAIVER OF ANY PROVISION HEREIN** Upon a petition in writing by a homeowner showing a personal hardship, the Association by vote of a majority of the Board of Directors, may grant such owner relief from any provision of this policy. Such relief shall be documented in the files of the Association by the Secretary.

The relief may be granted only for a period certain, such period to be determined in the sole discretion of the Board of Directors. Relief may be continued in whole or in part beyond such period, or modified, by majority vote of the Board of Directors, AND

15) **NOTIFICATION TO OWNERS** The Association shall cause all owners to be notified of this resolution, and the policies and procedures set forth herein, which shall come into full force and effect immediately upon adoption by the Board of Directors, AND, FINALLY

16) **DISCRETION AND REQUIRED ACTIONS** The Association shall apply this policy consistently and uniformly to all unit owners. However, nothing in this policy shall limit the Association in its discretion under Paragraph 14, herein, nor shall it require the Association to take specific actions other than the notices and Late Fee assessments provided for in Paragraph 13, herein.

Adopted at the September 17, 2018 Board of Directors meeting.



Margaret Thiem Bodenrader, Secretary

Adopted at the Sept 17, 2018 Board of Directors meeting