

THE COURT II CONDOMINIUM ASSOCIATION INC
ADMINISTRATIVE RESOLUTION 4-2015
PROCEDURES RELATIVE TO ASSESSMENTS
Relating to collection of routine and delinquent payments

WHEREAS, the Board of Court II Condominium Association is charged with the responsibility of collecting assessments for common expenses from Unit Owner pursuant to the Master Deed the Bylaws; and

WHEREAS there is a need to establish orderly procedures for the billing and collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED THAT the following assessment procedures be adopted:

I. ROUTINE COLLECTIONS

A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month ("Due Date").

B. A coupon book for monthly assessments will be provided by the Association. The appropriate coupon is to accompany each monthly payment.

C. All coupon books, documents, correspondence, and notices relating to the charges shall be mailed to the address, which appears on the books of the Association or as modified in writing, by a Unit Owner.

C. Non-receipt of an invoice shall in no way relieve a Unit Owner of the obligation to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENT

A. If payment is not received by the Association by 1:00 Pm on the 15th of the month wherein such assessment is due, the account shall be deemed late and a late fee of \$25.00 shall automatically be added to the account and such late fee shall accrue at the rate of \$25.00 per month until that month's assessment is paid in full and thereafter be a part of the continuing lien for assessments as provided for in the Bylaws until all sums including such late charges shall have been paid in full.

B. The Administrator is directed to send any Unit Owner who is more than fifteen (15) days delinquent in a payment of a regular or special assessment or other charge authorized by the Association's governing documents (hereinafter referred to as "Assessments", a written notice (hereafter referred to as the "First Notice") of the late fee and a request for immediate payment.

C. The First Notice sent by the Administrator to a delinquent owner shall state that any request for a special consideration of hardship circumstances including all reason why the Board should consider the request, must be submitted in to the Board before the assessment becomes forty-five (45) days delinquent, together with a request for a hearing, or in the alternative, a request that the determination be made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived.

E. The Administrator shall send to a Unit Owner who is more than forty-five (45) days delinquent in the payment of assessments, written notice (hereafter referred to as the "Second Notice") that if the account is not paid in full within fifteen (15) days, the matter will be turned over to the Association's attorneys for handling and that additional cost including attorney's fees will be assessed against the unit.

F. If payment is not received within fifteen (15) days of the receipt of the Second Notice, the Administrator may turn over the matter to the attorneys for the Association or the Board may institute other measures against the Unit. If the matter is turned over to the attorneys for the Association, he shall serve upon the Unit Owner a written notice (the "Third Notice") which shall comply with the Fair Debt Collection Practices Act, and which shall indicate that if payment is not made within thirty

(30) days, an action will be commenced against the Unit Owner personally and/or against the unit for collection of the outstanding assessment.

G. The attorney is directed to serve the Third Notice and is further directed to send a copy thereof to the Unit Owner's lender.

H. The Administrator is directed to consult with the Association's attorneys and turn over for collection immediately and account where the Owner's files are subject for relief in bankruptcy or lender has commenced any action for foreclosure of its lien against the unit.

I. The Association's policies shall apply to all delinquent accounts turned over the Association's attorneys for collection:

1. All contacts with delinquent Unit Owners shall be handled through the Association's attorneys. Neither the Administrator nor any Association's officer or director shall discuss the collection of the accounts directly with a Unit Owner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.

2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.

3. Pursuant to the Master Deed and of the Bylaws, the delinquent unit owner shall be responsible for legal fees incurred in connection with collection of the delinquent assessments in minimum amount of \$750.00 or as permitted by law. The Association's attorney's legal fees associated with the collection of the delinquent shall be assessed against the delinquent unit and its owners (including repeat offenders). That amount shall be credited against the fees and cost incurred in collection of the unit owner's account. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent unit and owner and shall be collectible as an assessment is provided in the governing documents. In the event that its owner rents a delinquent unit, and the tenant has executed an Association approved lease rider, The Association's attorneys are authorized to demand and collect the rent from the tenant in a unit and to commence necessary legal proceedings to effect collection of the rent.

4. To the extent that the Association's attorneys, in their discretion, consider it be appropriate under the circumstances, they are authorized to enter into an installment payment plan, secured by stipulation for judgments; provided, however, that any payment plan which provides for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or where monthly payments are less than twice the current assessment amount, or when duration is in excess of six (6) months shall require the approval of the Administrator. During any payment plan, the then current assessments must be paid on time and in full.

5. Where, at the expiration of the period specified in Association's attorneys demand letter, an account remains delinquent and without a payment plan embodied in a signed stipulation for judgment or a signed agreement by renter to pay rent, or in the event of a default under the terms of either agreement, the Association's attorneys are authorized to take further action as they in consultation with the Board's president, believe to be in the best interest of the Association's claim not limited to

(a) Filing suit against the delinquent unit owner for money due;

(b) Filing a proof of claim in bankruptcy; or

(c) Instituting a judicial action for foreclosure of the Association's lien and seeking the appointment of receiver

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