

THE GREENS OF PARK RIDGE HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION NO. 2019-1

(Collection of Delinquent Assessments Accounts)

WHEREAS, Article V, Section 1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Greens of Park Ridge Homeowners Association, Inc. ("Association") provides that each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual General Assessments or charges, and (b) Special Assessments for capital improvements or other specified items; and

WHEREAS, Article V, Section 1 of the Declaration further state that the Association's Annual and Special Assessments together with such interest and late fees thereon, costs of collection thereof, and related reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made; and

WHEREAS, Article V, Section 1 of the Declaration also provides that each such assessment, together with such interest and late fees thereon, costs of collection thereof, and related reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to its successor in title unless expressly assumed by them.

WHEREAS, Article V, Section 3 of the Declaration provides that the Association must levy-in each of its fiscal years an Annual General Assessment (the "Annual Assessment") against each Lot and the amount of such Annual Assessment shall be established by the Board of Directors, subject to the limitations imposed by Section 4 of this Article V, at least thirty (30) days in advance of each Annual Assessment period; and

WHEREAS, Article V, Section 5 of the Declaration provides that in addition to the Annual Assessment authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of capital improvement upon the Common Area, including the fixtures and personal property related thereto, or other specified purposes, including extraordinary or unbudgeted expenses; and

WHEREAS, Article V, Section 8 of the Declaration provides that if any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum and shall accrue a monthly late fee, in such amount as may be determined by the Board of Directors, not to exceed the amounts described in Section 55-513.3 of the Virginia Code and said late fee shall be assessed on a monthly basis, for so long as any amount owed to the Association is past due; and

WHEREAS, Article V, Section 8 of the Declaration states the Association in its discretion may:

- (a) impose a penalty as previously established by rule;
- (b) bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Property, and take such other legal action as permitted under law to enforce the terms of this Declaration; and

WHEREAS, Article V, Section 8 of the Declaration further provides that all interest, late fees, costs of collection, and reasonable attorney's fees of any action to compel payment shall be added to the amount of such assessment and shall constitute a lien against the related Lot and the personal obligation of the related Owner (whether or not a lawsuit is filed); and

WHEREAS, Article V, Section 8 of the Declaration states that "cost of collection" shall be deemed to include any actual expenses incurred by the Association to pursue collection of a delinquent account, including, but not limited to, administrative charges levied by the Association's management agent, mailing costs, and returned check processing charges imposed by a financial institution; and

WHEREAS, Article V, Section 8 of the Declaration states that in the event of a default in the payment of any installment of any Annual or Special Assessment which extends beyond thirty (30) days from the due date, the Association may declare any remaining installments of said assessment accelerated and due and payable immediately; and

WHEREAS, Article V, Section 8 of the Declaration further provides that a fiscal year's assessments shall be automatically accelerated if the immediately preceding year's assessments are in default beyond thirty (30) days; and

WHEREAS, Article V, Section 8 of the Declaration also states that the Association may apply partial payments on a delinquent account to legal fees, costs of collection, late fees, interest and other charges first and in any order, before application to any outstanding assessment; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of Assessment revenue; and

NOW, THEREFORE, be it resolved that the Board of Directors does hereby adopt the following policies and procedures governing the collection of Assessments or any other fees and charges imposed by the Association for collecting delinquent Assessments and any other charges imposed by the Association:

I. ROUTINE COLLECTION PROCEDURES/DEFINITIONS

- A. All Annual Assessments shall be due and payable in quarterly installments, due on or before the 1st day of January, April, July and October of each year, and all Special Assessments and installments thereof shall be due and payable on the date or dates specified in the notice of such assessment delivered or mailed to the Owners (collectively "Due Date").
- B. All documents, correspondence, and notices relating to Assessments or other charges sent by the Association shall be mailed to the address which appears in the official books and records of the Association or to such other address as is designated in writing by the applicable Owner. Notice of any Assessment shall be sent to each Owner by first class mail. All Owners shall be responsible for providing the Association with timely notice of any changes in their address of record and each non-resident Owner shall furnish the Board with an address where the Owner will at all times promptly and regularly receive mail. Any failure by an Owner to claim a certified mailing sent by the Association will not invalidate the notice issued by the Association.
- C. Non-receipt of payment coupons or other notices shall in no way relieve an Owner of the obligation to pay the amount of any Assessment by the applicable Due Date.
- D. Hereinafter, the term "Assessment" shall be defined to include any Special or Annual Assessment.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

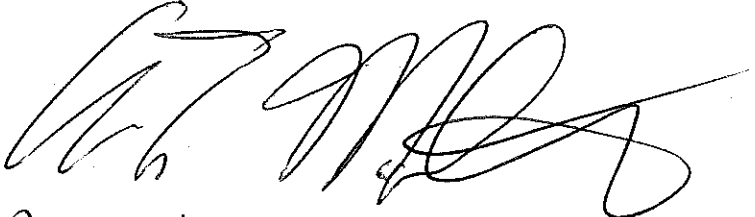
- A. Any Assessment, or installment thereof, not paid within thirty (30) days after the applicable Due Date shall incur a late fee in the amount of ten dollars (\$10.00) each month the account is delinquent.
- B. Any Assessment, or installment thereof, not paid within thirty (30) days after the applicable Due Date shall incur interest at a rate of six percent (6%) per annum, running from the date due, until fully paid.
- C. A "Late Notice" may be sent to any Owner who has not paid any Assessment in full by the close of business thirty (30) days after the applicable Due Date. The Board shall charge the Owner with the costs it incurs through the managing agent or counsel to prepare and send this and any other late notices to the Owner.
- D. The Association has the discretion to send a second notice of delinquency to an Owner who remains delinquent for sixty (60) or more days.
- E. If a check is returned to a Owner because it has been improperly filled out (including but not limited to missing signature, amounts do not match, post dated) and is not resubmitted to the Association within thirty (30) days after the applicable Due Date, the ten dollar (\$10.00) late fee and any costs to process the returned check, including, but not

limited to managing agent's administrative fees or mailing costs, will be assessed to such Owner's account.

- F. If an Owner's check is not honored and is returned to the Association, a thirty-five dollar (\$35.00) returned check charge shall be assessed against such Owner which shall be in addition to any applicable late fees, interest and cost of collection charges.
- G. If payment in full of any Assessment or installment, plus all associated interest, late fees, cost of collection charges are not received by the Association or its appointed agent by the 90th day after the applicable Due Date of such assessment or installment thereof, the Owner's account may be referred to an attorney for collection ("Counsel") and a "Notice of Intent to Record Lien" shall be mailed to the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, via Certified Mail, return receipt requested.
- H. If an Owner's account is more than thirty (30) days past due, the remaining unpaid assessment installments for the remainder of the fiscal year shall be accelerated and declared due and payable. If an account is delinquent for thirty (30) day or more, in a prior fiscal year, the immediately following fiscal year's assessment installments shall be deemed automatically accelerated once the Annual Assessment is assessed on January 1.
- I. The Association's counsel shall be authorized to take appropriate legal action to collect all Assessments and related charges, once an account is turned over to its office. Such legal action shall include, but is not limited to, recordation of a memorandum of lien against the related property, enforcement of said lien, and the filing of lawsuits and post-judgment legal proceedings.
- J. If the Association receives from any Owner, in any accounting year, two (2) or more returned checks for payments of such Owner's assessments or other payments, the Board may require all future payments to be made by certified check or money order for the remainder of such accounting year.
- K. Counsel for the Association shall take such other appropriate legal action as reasonably directed by the Board including foreclosing on the Association's liens.
- L. At its discretion, the Board may grant a waiver of late fees, legal fees and costs, and/or interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.

- M. If an Owner's account becomes more than sixty (60) days past due, the Association shall have the right to suspend an Owner's access to any or all of the common areas, to the extent that access to the Lot through the common areas is not precluded and such suspension shall not endanger the health, safety or property of any Owner.
- N. Once an account has been referred to Counsel for collection, payments received towards the account will be credited in the following order of priority:
1. Charges for legal fees and costs.
 2. Late fees.
 3. Cost of collection charges.
 4. All interest accrued.
 5. All other charges incurred by the Association as a result of any default hereunder.
 6. Any Assessment due for each Lot.
- O. This Resolution shall apply to all Owners who are delinquent at the time this Resolution is adopted and to any Owner who becomes delinquent subsequent to the adoption of this Resolution.
- P. This Resolution supersedes all previously adopted Resolutions governing the collection of routine and delinquent accounts.
- Q. The procedures outlined herein may be curtailed or abbreviated on a case-by-case basis as deemed appropriate by the Board or the Association's managing agent.

This Resolution was adopted this 14th day of June, 2018, by the Board of Directors.


President, GOPR BOD

RESOLUTION ACTION RECORD.

Duly adopted at a meeting of the Board of Directors of the Greens of Park Ridge Homeowners Association, Inc held on 14 June 18

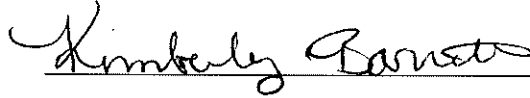
Motion by: Sidney Younger Seconded by: Robert Townsend

DIRECTOR:	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature] Pres.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Sidney Younger, Treas.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Robert Townsend</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2127544

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand delivered to the Members of The Greens of Park Ridge Homeowners Association, Inc., on this August 23, 2018



Kimberly Barrett, Property Manager