

# CAMERON STATION COMMUNITY ASSOCIATION, INC. (CSCA)

## Policies and Procedures Relative to the Collection of Routine and Delinquent Assessment and other Costs

WHEREAS, PURSUANT TO Article 5, Section 5.7, Owner Assessments: Owner will be obligated to pay quarterly assessments and special assessments in amounts established by the Board of Directors.

WHEREAS, PURSUANT TO Article 5, Section 5.5, The Board of Directors has the power to assess an Owner of a lot, individually: (i) for the amount of any costs incurred by the Association pursuant of Article VIII; and (ii) for any other costs incurred by the Association due to any act or omission for which an Owner is responsible. Each such Assessment will be due 10-days after the notice unless the notice specifies a later date.

Therefore , the CSCA Board of Directors adopts the following “Policies....”

### 1. Payments:

Each Single family Lot and Cluster Housing Lot will be assessed a full rate quarterly as established by the Board of Directors.

Condominium Unit will bear an assessment rate of 80% of the full rate.

Each Multi family Rental Unit will pay 80% of the rate assessed against Condominium Units.

- A. Assessment shall be collected quarterly, in advance, due and payable on the first day of each quarter. Notice of the assessment shall be mailed to the lot owner(s) approximately thirty (30) days before the due date. No lot owner will be excused from the obligation to pay the assessment if notice is not received. Each lot owner has an obligation to seek information from the Association about the assessment if the notice is not received. Payments may be mailed to the address indicated in the assessment coupon booklet or delivered to the HOA office.
- B. Non-resident lot owners must furnish the Board with a current telephone number and Address where they can be contacted; otherwise, all notices shall be sent to the property address, the lot owner shall be charged with notice of the information contained therein, and the Association’s notice obligations will be satisfied.
- C. To be in good standing, the lot owner must have a zero balance on his/her assessment account and have no outstanding covenants or rules violation(s) or outstanding legal fees from past covenants or rules violations. Installment payments are due on the first of each month. Lot owners who choose to

make monthly installment payments will be charged a service fee, the amount and timing of which shall be set by the Board of Directors prior to Board approval of the Annual Budget.

## **2. Delinquent Accounts**

- A. Assessments are delinquent if not received by 5:00 p.m. on the tenth day of each quarter. All payments shall be made payable to the Cameron Station Community Association. Accounts with delinquent balances will be charged a \$10.00 late fee for each instance when an assessment payment is delinquent. Late fees, when assessed, shall become part of the owner's assessment.
- B. In the event that the tenth day of the month falls on a weekend or a recognized federal or state holiday, the delinquent date shall be 12:00 Noon on the first day of resumption of normal business operations immediately following the weekend or holiday.
- C. The Board may grant one late fee waiver to an owner who has not incurred any late fees on his/her account in the preceding two (2) years, if requested in writing by the owner within thirty (30) days of the date of the Delinquent Notice (as per Section 3.A) and if payment has been made prior to the mailing of a Notice of Intent to Accelerate Assessment Installments, in accordance with 4.A, below.

## **3. Delinquent Notice**

- A. If an assessment payment is delinquent, a Delinquent Notice shall be sent to the lot owner requesting immediate payment in full, including the applicable late fee (See Exhibit "A"). In the event an assessment payment is made after the delinquent date but prior to the receipt of the Delinquent Notice, the account shall still be assessed a late fee.

## **4. Acceleration Notice, Legal Notice, and Suspension of Rights, Privileges, & Benefits**

- A. If the delinquent assessment is not received within thirty (30) days from the date of the delinquent notice the Association shall send the owner a Notice of Intent to Accelerate Assessment Installments and advise the owner that the remaining assessment installments, if any, will be accelerated through the end of the fiscal year and will be due and payable in full if the installment due is not paid in full including the late fee within fifteen (15) days from the date of the notice. All costs incurred by the Association in sending notices required by this paragraph shall be charged to the owner's account and shall become part of the assessment. Furthermore, the owner shall be notified that any additional delinquencies in the current fiscal year shall result in immediate acceleration of the account.
- B. If the delinquent assessment is not received within fifteen (15) days from the date of the Notice of Intent to Accelerate Assessment Installments, a Notice of

Acceleration of Installments shall be sent to the owner stating that the remaining installments, if any, have been accelerated through the end of the fiscal year and are due and payable in full . All costs incurred by the Association in sending notices required by this paragraph shall be charged to the owner's account and shall become part of the assessment.

- C. The Board of Directors may suspend a lot owner's rights, privileges and benefits of membership for failure to pay a delinquent assessment. Before suspension is imposed, the lot owner shall have a right to a hearing before the Board of Directors. Notice of the hearing shall be sent by Certified Mail or Hand-Delivery at least fourteen (14) days prior to the hearing. In the event a suspension is imposed, the lot owner will be notified of the suspension by the Managing Agent in writing.
- D. Suspension of a lot owner's rights, privileges, and benefits of membership may include, but is not limited to, the following:
  - \* Voting rights
  - \* Use of all CSCA recreational facilities
  - \* Use of all CSCA amenities
  - \* Use of services
- E. Once imposed, the suspension will remain in effect until all delinquent assessments and all other charges or fees have been paid in full to the Association. Owners whose rights, privileges, and benefits have been suspended shall be responsible for all costs and legal fees which the Association incurs while effectuating the suspension and/or reinstatement of the rights, privileges and benefits of membership. Such costs and legal fees shall become part of the owner's assessment.

## **5. Collection Procedures**

- A. Once an account is referred to the Association's legal counsel, legal counsel is authorized to file a Warrant in Debt and seek judgment for the delinquent balance and all associated costs and attorney fees. Once the judgment is granted, judgment interest will be assessed on the delinquent balance until the balance is paid in full. The lot owner shall be charged a fee for each Warrant filed in addition to attorney fees, filing an/or service costs. The Association's legal counsel will request and docket an Abstract of Judgment (lien) after the applicable appeal period has expired. The Judgment Lien, once docketed, will remain in place until the judgment amount is paid in full, and will be released as soon as practicable after the judgment amount, together with all accumulated interest, is paid in full. All costs incurred by the Association in sending notices required by this paragraph shall be charged to the owner's account and shall become part of the assessment.

## **6. Payment Plans**

- A. The Association may allow an installment payment arrangement with an owner for purposes of satisfying a delinquent account balance over a period of time, provided that all late fees are included and that the judgment and judgment lien are obtained by the Association and remain in place until the delinquent balance has been paid in full. In other words, as a condition of accepting a payment plan, the Association must still obtain a judgment and docket it as a lien to secure the plan. Failure of the owner to honor the terms of the payment plan established between the Association and the lot owner shall result in additional collection procedures being pursued by the Association, including, but not limited to, garnishment of wages and financial accounts, levy of vehicles, attachment of assets, foreclosure or such other action, as it may deem appropriate from time to time.

## **7. Returned Checks**

- A. A processing fee shall be charged the first time a check is returned dishonored from a lot owner's banking institution. The processing fee shall be an amount sufficient to cover any cost incurred by CSCA from the Association's bank and/or management agent and shall immediately be added to the account and become part of the assessment. The Association will redeposit the check the first time it is returned by the lot owner's banking institution.
- B. If a check is returned for a second time, the amount of the check will be charged to the lot owner's account immediately upon receipt. A returned check charge in an amount sufficient to cover any cost incurred by CSCA from the Association's bank and/or management agent shall immediately be added to the lot owner's account and shall become part of the assessment. The lot owner will be notified that the check has been returned twice by his/her banking institution and must be replaced, together with the processing and returned check charge, by Certified Check or Money Order, and that his/her account is delinquent. A delinquent notice, pursuant to paragraph 3A. above, will be sent to the lot owner.

## **8. Method of Crediting Payments**

- A. Payments received by the Association from a lot owner with a delinquent account, or any lot owner who has or had a covenant violation for which additional assessments, legal fees, and/or court costs remain outstanding shall be credited in the following order of priority, as applicable:
- (1). Any attorney's fees or cost of collection;
  - (2). Late charges and interest;

- (3). All other charges and fees incurred by the Association as a result of any violation by a member, his/her family, employees, agents, tenants, or licensees of the rules and regulations of the Association.
- (4). Any and all special assessments;
- (5). Monetary charges, including those assessed to enforce Association rules.
- (6). The annual assessment for that lot.