

**TUSCAWILLA HILLS CITIZENS ASSOCIATION, INC.**  
**Policy Resolution P08-002**

**PROCEDURE FOR COLLECTION OF ASSESSMENTS**

**WHEREAS**, Article VII of the Bylaws for TUSCAWILLA HILLS CITIZENS ASSOCIATION, INC., (“Association”) grants the Board of Directors all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation , or the Declaration; and

**WHEREAS**, the covenants referred to or contained in the various deeds of the lots or plats of the subdivision establish assessments and Owners obligations thereto; and

**WHEREAS**, The Supplemental Declaration of Conditions, Covenants, Restrictions and Easements for the Association, Item #3 establishes a lien on any unit within the Association from the time the assessment becomes due and provides for the enforcement of said lien in accordance with the provisions of West Virginia Uniform Common Interest Ownership Act, Article 36B-3-116.

**WHEREAS**, the Board of Directors deems it to be in the best interest of the Association to adopt uniform and consistent procedures for collection of delinquent accounts; and

**WHEREAS**, it is the intent of the Board of Directors to establish steps for the collection of delinquent assessments in accordance with the West Virginia Uniform Common Interest Ownership Act, hereinafter referred to as the “Act”.

**NOW THEREFORE, BE IT RESOLVED**, the procedure for the collection of delinquent assessments shall be as follows:

1. All Assessments shall be due and payable in advance, on the first (1<sup>st</sup>) day of the month in which they are due each year. Payment of any special assessment shall be due and payable in accordance with the payment schedule established by the Board of Directors. Annual Assessments and Special Assessments are hereinafter referred to as “Assessments.”
2. All documents, correspondence, and notices relating to Assessments shall be mailed to the Owner’s address that appears on the books of the Association or as modified in writing by the Owner, or as otherwise required by law. It is the responsibility of the Owner to notify the managing agent in writing of any changes in their address. Failure to do so in no way alleviates the Owner’s responsibility to pay their Assessments in full and on time.
3. Any Assessment Installment (or installment payment as permitted by the Board) not received in full by the thirtieth (30<sup>th</sup>) of the month it is due (“Due Date”) shall be considered late.
4. All Assessments shall be made payable to the Association.
5. For the Owner’s convenience, the Managing Agent may supply a bill to be submitted with the payment. Non-receipt of a bill shall in no way relieve the Owner of the obligation to pay the amount due by the Due Date.

6. Notice of Delinquent Assessment.

(a) A "Notice of Delinquent Assessment" will be mailed to the Owners who have not paid the Assessment amount in full, including interest, within thirty (30) days of the Due Date.

(b) A "Second Notice of Delinquent Assessment" will be mailed to the Owners who have not paid in full, including interest, sixty (60) days after the Due Date.

3. Interest. If payment is not received by the Due Date, a late fee of \$15.00 (in accordance with Chapter 36B-3-102(a)(11) of the Act and shall be added to the account and, thereafter, be a part of the continuing lien for assessments as provided for in the Declaration and Bylaws until all sums due, including late fees, interest, if charged, attorneys' fees, and collection costs, shall have been paid in full.

4. Notice of Intention to File Lien. If payment in full, including late fees, is not received in the office of the Managing Agent by the ninetieth (90<sup>th</sup>) day after the Due Date, the account may be referred to the Association's Attorney. Once an account is referred to the Association's Attorney, all communication regarding assessment must go through the attorney office.

The Association's Attorney shall forward a Notice of Intention to File Statement of Lien in accordance with the requirements of law. This notice shall state the Association's intent to file a lien and shall state to the effect that the remaining Assessments year, shall be accelerated if the delinquent amount is not paid within 30 days from the date of the Notice of Intention to File Statement of Lien, and other information required by law. The acceleration of assessments has the effect of making all Assessments for the year immediately due and payable in full, regardless of whether those payments are delinquent or not.

5. Filing of Lien. If payment in full, including late fees, interest, if any, collection costs, and attorney fees, is not received within thirty (30) days after proper service of the Notice of Intention to File Lien, a Statement of Lien shall be recorded against the property for the amount of unpaid accelerated Assessments, together with interest, late fees, any unpaid charges and collection costs, and attorneys' fees.

6. Suit. If payment in full, or a payment arrangement, is not made within thirty (30) days after a lien is filed, the Association may file suit against the Owner to obtain a money judgement and may take other action to collect Assessments and other charges that remain unpaid. The Board may alter the timing for the preparation and filing of the suit in its sole discretion.

7. Collection Costs. A delinquent Owner shall be liable for payment of all collection costs, including legal and administrative expenses (regardless of whether suits or liens are filed), resulting from the Owner's failure to pay Assessments when due.

8. Priority of Payments. Payments received from an Owner will be credited according to the following order of priority:

- A. Attorney fees and collection costs;
- B. Late fees and/or interest
- C. Special Assessments, if any;
- D. Annual Assessments.

10. Suspension of Rights. A delinquent owner shall not be entitled to vote and the Owner's right to the use of Association recreational facilities and/or the Common Areas may be suspended until such time as the Owner's account is paid in full.

11. Payment Plans. The Board of Directors in its sole discretion may, but is in no way obligated to, consider a payment plan or other resolution with a delinquent Owner, provided such a request is submitted in writing by the Owner for the Board's consideration. The Board may authorize the Management Agent or the Association's attorney to accept payment plans that meet predetermined criteria. Proposing a payment plan in no way alters the Owner's obligation to continue to pay all assessments when due. Submitting a written payment plan proposal may not stay collection action.

12. Conflict. In the event of a conflict between the provisions contained herein and the Association's Bylaws, then the Association's Bylaws will control, in the event of conflict between the provision herein and the Association's Declaration the Association's Declaration shall prevail.

13. Waiver. Except as otherwise required by law or the Association's Declaration or Bylaws, the Board may, in its sole discretion, alter the timing and/or sequence of any of the above-described actions it may take or authorize to collect unpaid assessments from delinquent Owners.

14. Effective Date. This Resolution shall be effective this ~~the~~ 21st day of July 2008 and shall apply to collection of all assessments due on or after such date.

Adopted by the Board of Directors this 21st day of July, 2008.

ATTEST:

TUSCAWILLA HILLS CITIZENS ASSOCIATION.

BY: Larry M. Kable  
President

WITNESSED BY: Gene Hall - AMP