



Assessment Collection Policy

The following Assessment Collection Policy shall be followed for the River Bend Condominium Association:

LATE CHARGE: In compliance with Article 2 Section 4 of the Bylaws within the Master Deed; assessments in default for ten (10) or more days shall bear interest from the due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 2, Section 4 of the Bylaws within the Master Deed, levy fines for the late payment in addition to such interest. A late charge not to exceed \$25.00 per month shall be assessed for each assessment in default for ten (10) or more days.

Assessment Collection Schedule:

- 1) Written reminder to Owner on the eleventh (11th) day after assessment due date that account is outstanding and a **late charge of \$25.00 and Interest** has been applied to account.
- 2) Written demand letter mailed on the thirtieth (30th) day after assessment is due.
- 3) A lien may be filed on accounts which shows their assessments being at least ninety (90) days past due. The delinquent account will be noticed by certified mail. The lien shall not be released until such time as the account is paid in full. All lien related fees (legal, recording or others) are the responsibility of the Owner.
- 4) After a lien is filed on the property, should the account remain outstanding, the balance may be sent to an attorney or a collection agency at the discretion of the Board of Directors. All legal fees are the responsibility of the Owner.
- 5) Thirty (30) days after a lien notice is recorded on the property, should the account remain delinquent, the Board will determine how to proceed with collection efforts, which may include one of the following:
 - a) For accounts with an outstanding balance of less than Six Thousand Dollars (\$6,000.00), the Community may file a complaint in Small Claims Court to pursue a personal judgement against the Owner or the account may be referred to an attorney or a collection agency. If a small claims complaint is filed in Small Claims Court and the account is not paid in full or the Owner does not enter into a Payment Plan prior to a personal judgement being obtained, the account may be referred to an attorney or a collection agency for collection upon obtaining the personal judgement. The Owner is responsible for paying all collection costs, legal fees, document preparation fees, and other costs permitted by law or contract.
 - b) For accounts with outstanding balances in any amount, the account may be referred to an attorney or a collection agency for further collection proceedings at the discretion of the Board of Directors. The Owner is responsible for paying all collection costs, legal fees, document preparation fees, and other costs permitted by law or contract.

- 6) For properties that have been foreclosed upon, the Board of Directors has sole discretion as to whether to take action to collect past due assessments. Applying Payments Received on Past Due Accounts: Payments will be applied to an account as follows, in accordance with Article 2 Section 4 of the Master Deed.
 - a) Costs of collection and enforcement of payment, including reasonable attorney's fees
 - b) Any interest charges and fines for late payment on such installments, including re-bill fee; and
 - c) Installments in default in order of their due dates.

Payment Plans:

The Board of Directors authorizes Payment Plans for past due balances (including past due assessments and related fees) (the "Debt") with the following terms:

- 1) Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.
- 2) The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt:
 - a) If the Debt is less than \$1,000.00, a payment plan of six months (six equal monthly installments) will be offered.
 - b) If the Debt is \$1,000.01 to \$1,500.00, a payment plan of twelve months (12 equal monthly installments) will be offered.
 - c) If the Debt is \$1,500.01 or more, a payment plan of eighteen months (18 equal monthly installments) will be offered.
- 3) Late Charges as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.
- 4) The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.
- 5) All Payment Plans will be monitored by the BOD or managing agent.
- 6) Upon default of Payment Plan, the BOD or managing agent will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

Waiver of Past Due Amounts:

The Board of Directors will not consider waiver of late fees, lien fees, attorneys' fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Managing Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.