

**Resolution for Collection Policy
WaterColor Community Association Inc.
Homeowner Association Inc.**

Whereas, the Board of Directors of WaterColor Community Association, Inc. (the "Association") is charged with the responsibility for collecting all assessments from the members in a fair and uniform manner; and,

Whereas, the inability of the Association to collect assessments greatly hinders the operation of the Association, and

Whereas, the Declaration of Covenants, Conditions and Restrictions of this Association provides that the Board may set and establish policies and procedures for the collection of assessments, and

Whereas, the Board of Directors of the Association wishes to set a consistent policy for the timely collection of assessments, and

Whereas, any reference in this Collection Policy to "assessments", shall include "base assessment", "regular assessments", "special assessments", "specific assessments", "service area assessments" and "neighborhood assessments" (if applicable to a Lot/Unit); and

Whereas, the Association has contracted with a professional management company to provide management service and supervision over certain contract services to the Association;

Now Therefore Be It Resolved that the Board of Directors has elected to authorize its managing agent to carry out the following policy with respect to all delinquent accounts, reserving to itself the right to modify or intervene in certain cases, as the Board may see fit.

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Assessments

All assessments shall be collected on a quarterly basis and shall be due and payable on the first day of each quarter as is outlined below:

January 1
April 1
July 1
October 1

Collection Policy and Time Periods

1. Assessments which are not received within 30 days of the established due date will be charged interest at 18% per annum from the date due until all outstanding amounts are paid.
2. On the first day of the month following the month in which an Owner's account becomes delinquent, the Association (through its managing agent) shall automatically mail a past due notice to the last known address of the Owner in the manner required by Florida Statutes, advising the Owner of the past due balance and requesting payment by the 30th day from the date of the notice of all amounts due, including, but not limited to, any accrued interest, late charges, and actual costs associated with the preparation and delivery of the written demand, including but not limited to postage and printing and those costs and fees owed by the Association to the Association's management company pursuant to the agreement between the parties. The management company costs and fees shall be all of those owed by the Association to the Association's management company relative to collection of the delinquent account pursuant to the agreement between the parties and may include, but shall not be limited to, any delinquency administration fee, and any returned payment/insufficient funds fees (collectively referred to hereinafter as "Management Company Costs"). The notice shall be by First-Class U.S. mail to the delinquent Owner's last address reflected in the Association's records and, if different, also to the Lot/Unit address. The failure to receive such notice shall not constitute a defense to any action brought to collect a delinquent account. The notice shall include the Lot/unit number or mailing address, the delinquent amount, and the address to which the account should be paid, and shall be in substantially the form required by Florida Statutes. This notice shall include as part of the amount due a \$25.00 delinquency administration fee, representing the amount payable by the Association to managing agent for Management Company Costs.
3. If the Owner fails to bring his or her account current by the 30th day from the date of the foregoing notice, the Association shall place the Owner on notice of its intent to lien the Owner's property, such notice to be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the Owner subject to the demand at the address of the parcel if the Owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient. This notice shall give the Owner the statutory requirement of forty-five (45) days prior to placement of a lien on the delinquent property. The second notice shall include as part of it a \$25.00 delinquency administration fee, representing the amount payable to the managing agent for Management Company Costs, as well as interest due and may accelerate all, or any selected, outstanding assessments and require they be paid in full immediately for the remainder of the calendar year.

4. If the Owner fails to bring his or her account current following the forty-five (45) day Notice of Intent to Lien, such Owner's account shall be referred by the Management Company to the Association's attorney for the filing of a lien upon the subject Lot/Unit and the sending of a forty-five (45) day Notice of Intent to Foreclose pursuant to Florida Statutes. The lien and the ensuing Notice of Intent to Foreclose shall include all unpaid assessments, attorney fees, interest charges, and costs of collection including but not limited to the Management Company Costs.
5. Should the owner remain in arrears after the filing of a lien and the expiration of the Notice of Intent to Foreclose payment period, the Association shall have the right to approve the foreclosure of the lien and/or to pursue an action against said owner for damages. Such legal actions shall be filed automatically by the Association's attorney upon the expiration of the Notice of Intent to Foreclose payment period, unless the attorney believes reasons exist to first consult with the Board of Directors. In such circumstances where further consultation is necessary, the filing of an action for lien foreclosure and/or damages or other remedial action shall be determined on a case-by-case basis by the Board with the advice of the Association's attorney.
6. Any Owner, whose assessments or other monetary obligations to the Association remain unpaid for more than ninety (90) days, may have his or her right to use the common area amenities suspended until all delinquent monetary obligations are paid. These are to include, but are not limited to, the use of homeowner access tokens or renter amenity access tokens, or the privilege of obtaining basic cable TV services through WaterColor bulk agreement.

An Owner's liability for assessments cannot be avoided by waiver of use of common areas, nor by the acquisition of property through foreclosure or deed in lieu of foreclosure.

Payment of the delinquent account by the Owner shall be allocated in the following manner when received by the Association or Management Company:

- a. Interest Charges
- b. Administrative Late and Delinquency Administration Fees
- c. Attorney Costs incurred in collection
- d. Delinquent Assessment

The foregoing Resolution for Collection Policy was adopted by the Board of Directors of the WaterColor Community Association, Inc. on this 24 day of June, 2021.

WATERCOLOR COMMUNITY ASSOCIATION, INC.,

By: VR CARROLL

Print Name: VR CARROLL

Title: PRESIDENT