

## **Resolution**

### **Of**

## **Glenhaven Townhomes Association, Inc.**

### **Assessment Collection Policy**

The following resolution, as of May 1, 2023, has been adopted by the Board of Directors (hereinafter the Board) of Glenhaven Townhomes Association, Inc. (hereinafter the Association) pursuant to the Declaration of Condominium, Bylaws and relevant North Carolina law, at a duly authorized meeting of the Board.

Whereas the Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the community, and

Whereas the Association must have the financial ability to discharge its responsibilities, and

Whereas the Board is required to collect assessments and other charges from owners, and

Whereas the Board desires to adopt a uniform, non-discriminating, and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

*Due Dates.* The annual assessment as determined by the Association and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in monthly installments due on the first day of each month. Assessments or other charges not paid to the Association by the Fifteenth (15<sup>th</sup>) day of the month in which such assessment becomes due shall be considered past due and delinquent.

*Invoices.* The Association does not invoice for assessments.

*Late Charges Imposed on Delinquent Installments.* Assessments shall be past due and delinquent if not paid as specified above. The Association shall impose a \$20 late charge on the past due balance then due the Association. The late charge shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration, Articles of Incorporation and Bylaws (and as set forth above) for payment of assessments.

*Interest.* In addition to a late charge, the Association shall impose interest charges on delinquent assessments in the manner provided by the Declaration, Articles of Incorporation and Bylaws (and as set forth above) for payment of assessments.

*Attorney's Fees on Delinquent Accounts.* As an additional expense permitted under the Declaration, Articles, Bylaws, and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

*Application for Payments Made to the Association.* Payments received from an owner will be credited in the following order:

1. Charges for legal fees, court costs, and other costs of collection
2. All late charges and interest accrued, as applicable
3. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the declaration, articles of incorporation, bylaws, rules and regulations, or resolutions.
4. The monthly assessment for a unit, including any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

*Collection Letters.* After an assessment installment or other charge due the Association becomes more than thirty (30) days past due, the Association may, but shall not be required to, send a late notice to the unit owner. Notwithstanding anything to the contrary herein, after an assessment installment or other charge due the Association becomes sixty (60) days past due, the Association's attorney shall send a written demand notice to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

*Liens.* The Association may file a claim of lien against the property of any delinquent owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation and Bylaws upon the passing of the grace period specified in the demand notice. A copy of the claim of lien shall be mailed to the owner and may also be mailed to the mortgagee.

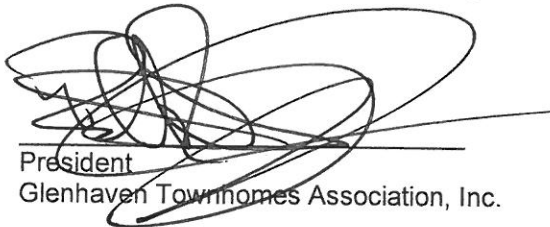
*Referring Delinquent Accounts to Attorneys.* The Association may, but shall not be required to, refer delinquent accounts to an attorney for collection. Upon referral to the attorney, the attorney shall take all appropriate actions to collect the accounts referred, including the commencement of foreclosure on the claim of lien.


*Hardships and Assessment Installment Modification.* The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

*Notification to Owners.* The Association shall cause all owners to be notified of this resolution, late charges, interest and attorney's fees to be imposed after the effective date of those provisions of this resolution. All other policies and procedures set forth in this resolution shall be effective immediately.

*Ongoing Evaluation.* Nothing in this resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

IN WITNESS WHEREOF, the undersigned have executed this resolution on the 1st day of May, in the year 2023.

  
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President  
Glenhaven Townhomes Association, Inc.

  
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Witness