

Westchase Community Association, Inc.'s
Uniform Collection Policy

WHEREAS the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Westchase (the "Declaration") are recorded at O.R. Book 20372, Pages 5, *et seq.*, in the official records of Hillsborough County; and

WHEREAS, the Declaration provides for the formation of the Westchase Community Association, Inc. (the "Association"); and

WHEREAS, the Declaration provides for the levy and collection of assessments, including Common Assessments, Neighborhood Assessments, and Special Assessments ("Assessments"); and

WHEREAS the Association, through the Board of Directors, is charged with the responsibility of collecting Assessments from unit owners; and

WHEREAS, from time to time unit owners become delinquent in their payments of these Assessments and fail to respond to the demands from the Association to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these account promptly to an attorney for collection so as to minimize the Association's loss of Assessment revenue; and

WHEREAS, the Board has directed the Association's attorney to represent the Association on the terms outlined in its engagement letter, this resolution, along with all engagement letters and proposals previously forwarded to the Board and the parties general course of dealings.

NOW, THEREFORE:

BE IT RESOLVED that no later than December 15 of each year, a Common Assessment coupon shall be sent by the Managing Agent to all owners of property within the Association to the address reflected within the official records of the Association, as provided by each member; and

BE IT FURTHER RESOLVED that payment of the annual Common Assessment is due on January 1 and is considered late on February 1 of that year; and

BE IT FURTHER RESOLVED, unless otherwise determined by the Board of Directors, that pursuant to the Declarations and other governing documents, any Assessment which is not paid by February 1 of that year, a late fee of \$25.00 will be added and the unpaid balance shall

bear interest at the rate of eighteen (18%) per annum, computed from the day on which the payment becomes delinquent; and

BE IT FURTHER RESOLVED, unless otherwise determined by the Board of Directors, that between February 1 and February 7, a written letter will be issued by the Managing Agent to each owner who has not paid the Common Assessment and late fees.

BE IT FURTHER RESOLVED that if the Common Assessment remains unpaid after March 15 of the applicable year, the Managing Agent is directed to forward the account to the Association's attorney and have the Association's attorney proceed to send the statutorily required forty-five (45) day notice, which shall include legal fees and costs incurred in the preparation of the notice; and

BE IT FURTHER RESOLVED that the Attorney is directed to send to any homeowner who remains delinquent after the forty-five (45) day notice a claim of lien, together with a written notice that if the account is not paid in full within forty-five (45) days the Association's attorney shall thereafter be authorized to bring action to foreclose the Association's lien or recover damages, and the homeowner will be liable for payment of all legal fees and costs associated with the lien and notice; and

BE IT FURTHER RESOLVED that the Association, in consultation with the Association's attorney, shall use its best business judgment to determine when the Association's attorney shall file a lawsuit to foreclose the lien and/or seek a monetary judgment; and

BE IT FURTHER RESOLVED that the Association's attorney may charge a reasonable fee when accepting a partial payment and issuing an updated amount due letter; and

BE IT FURTHER RESOLVED, pursuant to F.S. 720.3085(8), if the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the parcel owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel. Notices to the tenant and the parcel owner regarding payment of the rent shall comply with F.S. 720.3085(8).

BE IT FURTHER RESOLVED that, as required by law, any payment received by the Association and accepted shall be applied first to any interest accrued, then to any actual costs and reasonable attorney's fees incurred in the collection, and then to the delinquent Assessment; and

BE IT FURTHER RESOLVED, that the Managing Agent is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the unit; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorneys for collection;

1. All contacts with a delinquent homeowner, once forwarded to the Association attorney, shall be handled through the Association's attorneys. Neither the Managing Agent nor any Association officer or director shall discuss the collection of the amount directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current, unless otherwise agreed to by the Board of Directors.
3. The Association's attorneys' legal fees and actual costs of the Managing Agent shall be assessed against each delinquent parcel and its owner when the account is turned over to the Association's attorneys for collection.
4. The foregoing statement of policy and general procedure is not intended to create and additional rights, remedies or obligations which are not otherwise provided in the Associations governing documents. The Association reserves the right to deviate from these policies when reasonably necessary to protect the interest of the Association, provided that such deviation is in compliance with the Association's governing documents and Florida law. Any deviation from this policy shall not relieve the obligation of any owner to fully pay the assessments, any late fees, interest, costs and attorneys' fees that may come due.

IN WITNESS WHEREOF, the Board of Directors has approved the provisions hereof this 8th day of February 2018 at a duly called meeting of the Board at which a quorum was present by a vote of 6 to 0.

Respectfully submitted

By:
Secretary