

Berkford Place Homeowners' Association, Inc. Collection Policy

Article V Section 10

Collection of Assessment; Effect of Non Payment of Assessments; Ther Personal Obligation of the Owner; The Lien; Remedies of the Association

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Florida Statute 720.3085 – Payment for Assessments; Lien Claims

Section 10. Collection of Assessment; Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay assessments to the Association for the next twelve (12) month period, based upon the then existing amount on the Lot and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the general assessments, for all special assessments, and/or for all other assessments payable to the Association. If the assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the

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same time or successively, and there shall be added to the amount of such assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and all attorney's fees and costs incurred in any non-judicial or judicial action to enforce the lien, and in the event a judgment is obtained,. such judgment shall include interest on the assessment and late fee as above provided, and the Association shall be entitled to attorney's fees and costs in connection with any appeal of any action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments and late fees hereunder.

720.3085 Payment for assessments; lien claims.—

(3) Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate provided in the declaration of covenants or the bylaws of the association, which rate may not exceed the rate allowed by law. If no rate is provided in the declaration or bylaws, interest accrues at the rate of 18 percent per year.

(a) If the declaration or bylaws so provide, the association may also charge an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date.

(b) Any payment received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

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Association Name: Berkford Place Homeowners' Association		
Collection Activity	Effect	Timeline
First Notice (10-Day Cure)	Late Fee - 5% or \$25.00 (whichever is less) (<i>Updated based on FL Statute §720.3085(3).</i>)	January 11 th
	Minimum Balance Subject to Late Fee - \$25.00 on owner ledger	
	Collection Letter Fee - \$25.00 Passed to Owner – Yes / No	
Second Notice (10-Day Cure)	Accelerate Assessment (next 12 months) – charge next year's assessment.	February 1st
	Interest begins at 1.5% monthly (18% annum) <i>per FL Statute Guidelines</i>	
Third Notice (30-Day Cure)	Default Letter Notice * <i>As per FL Statute 720.3085 Payment for assessments; lien claims.</i>	February 11th
	Default Letter Fee - \$75.00 Passed to Owner – Yes / No	
Sent to Legal Collections	Legal attempts to collect; files a Lien	March 11 th

* *Legal fees due to delinquency can be charged thereafter.*

Signature - HOA President

Date