

SPENCERS CREST CONDOMINIUM ASSOCIATION

COLLECTION POLICY

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments.

1. Annual Assessments will be divided into twelve (12) equal installments and shall be paid in advance on the first (1st) day of each month for which the assessments are due. Installment payments not received by the Association by the 10th day of the month are past due and shall be assessed a late fee of \$15.00. Any special assessment not paid in full by the due date shall have a late fee of \$15.00 applied 10 days after the due date.
2. Collection of delinquent assessment installments or special assessments shall be addressed as follows:
 - a. In the event that any installment is not received by the Association within **fifteen (15) days** of its original due date, a “reminder” notice shall be sent to the Unit Owner by mail.
 - b. In the event that any installment is not received by the Association within **sixty days (60)** of its original due date, the matter shall be turned over to legal counsel who is authorized to immediately pursue a demand for payment of all outstanding assessments, fees and costs incurred.
 - c. In the event that payment in full is not received within **ninety (90)** of its original due date, legal counsel shall take whatever actions are appropriate to pursue collection and foreclosure for all assessments, and fees and costs incurred as provided by applicable law.
3. Annual Assessment installments that are not received within **ninety (90)** days after the due date shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate, nor to be less than nine percent (9%) per annum.
4. Special Assessments that are not received within **ten (10)** days after the due date shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate, nor to be less than nine percent (9%) per annum.
5. Any payment received shall be applied first in the following order: 1) to any interest accrued by the Association; 2) to any administrative late fee; 3) to any costs and reasonable attorneys’ fees incurred in collection; 4) to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. Unit Owner is responsible for all attorney’s fees and costs related to collection, as well as any applicable late charges and interest.
6. In the event that any Unit Owner responds to any demand for payment, the Board shall have the authority, but not the obligation, to modify the collection procedure specified herein. The Association may proceed in any manner reasonably designed to protect the interest of the Association in the event of a foreclosure by a mortgagee, notwithstanding any provision in the policy.

The foregoing is a statement of policy and general procedure. It is not intended to create any additional rights, remedies or obligations which are not otherwise provided in the Spencer’s Crest Declarations or Bylaws. Every effort will be made by the Association to comply with these policies and guidelines; however, the Association reserves the right to deviate from these policies and guidelines when reasonably necessary to protect the interests of the Association, provided that such deviation is otherwise in compliance with applicable law. Any deviation from this policy shall not relieve any owner of his or her obligation to fully pay the assessment due for his or her Unit, any late fee which may become due and any accrued interest, costs or attorney’s fees.

The foregoing Collection Policy was adopted by the Board of Directors of the Association on 12-15-2011