

**HERON LANDING HOMEOWNERS' ASSOCIATION, INC.  
UNIFORM COLLECTION POLICY**

**WHEREAS**, the Board of Directors is responsible to enforce all provisions of the Association's Governing Documents, including collecting assessments; and

**WHEREAS**, Owners who do not timely pay their assessments place the Association in a difficult financial position; and

**WHEREAS**, the Board deems it to be in the Association's best interests to adopt a uniform procedure to collect assessments and to compel payment of delinquent assessments; and

**WHEREAS**, references to the term "Assessments" herein shall refer to Annual Assessments (which are payable monthly or quarterly, as specified by the Board) and Special Assessments (which are due on the date specified by the Board); and

**WHEREAS**, the term "monetary obligation" as used herein means any Annual Assessment, Special Assessment, fine, or charge and the late fees, interests and attorneys' fees related thereto.

**NOW, THEREFORE**, the Board hereby establishes the following Uniform Collection Policy. All capitalized terms shall be given their meaning as described in the Association's Governing Documents or the Florida Homeowners' Association Act ("Chapter 720" or the "Act"), as those terms are defined later herein, or the definitions ascribed to said terms in this Policy.

**I. STATUTORY RIGHTS AND REQUIREMENTS**

1.1 Section 720.306(9)(b) of the Act provides that a person who is delinquent in the payment of any fee, fine, or other monetary obligation owed to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the ballot.

1.2 Section 720.306(9)(b) of the Act also provides that any Board member who becomes more than 90 days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

1.3 Section 720.3085(4) of the Act provides that the Association cannot record a lien against a parcel until forty-five (45) days after the date on which a Notice of Intent to record a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-class United States mail at the Owner's address as reflected in the Association's records.

1.4 Section 720.3085(8) of the Act provides that if a parcel is occupied by a tenant and the 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 the monetary obligations of the Owner related to the parcel have been paid in full to the Association or until the tenant discontinues tenancy in the parcel.

1.5 Section 720.305(3) of the Act provides that if any Owner is more than 90 days delinquent in the payment of any monetary obligation to the Association, the Association may suspend the right of the Owner, or the Owner's tenant(s), guest(s), or invitee(s), to use the Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full.

1.6 Section 720.305(4) of the Act provides that the Association may suspend the voting rights of any Owner who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

## **II. PAYMENT AND COLLECTION**

2.1 The Board of Directors determines the Annual (Regular) Assessment amounts when it adopts the Association's budget each year. The Association may, but is not obligated to, provide Owners with coupon books, invoice statements, or reminder letters concerning due dates for Regular Assessments. The Association's failure to provide these items does not relieve the Owners from their obligation to pay Assessments in a timely manner.

2.2 Owners have the following options to pay Assessments:

.1 Payment by Check. The Association uses a lockbox (the "Lockbox") to collect Assessments for Owners who wish to pay their Assessments by check. Checks must be mailed directly to the Lockbox designated by the Association. Payments by check cannot be processed on-site by the Association and will be forwarded to the Lockbox for processing if delivered to the Association's on-site office. Each payment by check should reflect the Owner's complete home address (including unit number if applicable). Owners should not enclose any written correspondence or notes in the Lockbox. Owners who choose to pay using their individual bank's online bill payment service should enter their individual account number in the "Memorandum" section of the check and the payment should be programmed to be sent on or before the applicable due date to allow time for the processing of the check prior to the date the payment would be considered late.

.2 Payment through "AutoPay." Owners can enroll in automatic ACH payments ("AutoPay") which provides for the direct debit of Assessments from an Owner's designated bank account.

2.3 Regular Assessments are due and must be received by the Association by the first day of each quarter (each a "Due Date") as provided in the Association's Governing Documents. Payments received after the Due Date are "late."

2.4 Regular Assessments received 20 or more days after the Due Date are "delinquent." Delinquent Owners must pay a late fee as provided in the Association's Governing Documents. Late fees are limited to \$25.00 or 5% of the amount of each installment that is delinquent, whichever is greater.

2.5 If Assessments become 30 or more days late, such Lots' "charging privileges" will automatically be suspended until such time that the Lot's account is brought current. The Association will also send such Owner(s) a letter (the "Late Letter") indicating that the Association did not receive the Assessment on the Due Date. The Late Letter will allow the Delinquent Owner(s) thirty (30) days to fully pay the delinquent Assessment(s) and any late fees and interest.

2.6 If the Delinquent Owner(s) fail(s) to pay in accordance with the Late Letter, the Board of Directors may refer the account(s) to the Association's law firm (the "Law Firm") for collection. Any Owner referred to the Law Firm will be responsible to pay for all attorneys' fees and costs incurred to collect the delinquent Assessment(s).

2.7 Upon receiving the Delinquent Owner's account, the Law Firm will forthwith send the Delinquent Owner an initial demand letter ("Notice of Intent to Lien") in the manner required by law. The Notice of Intent to Lien letter must allow the Delinquent Owner at least 45 days to fully pay the delinquent Assessment(s), interest, late fees, and attorneys' fees. If the Delinquent Owner does not pay all such amounts due as directed in the Notice of Intent to Lien, the Board of Directors may then authorize the Law Firm to prepare and record a Claim of Lien against the Delinquent Owner's home/unit.

2.8 If the Board authorizes the Law Firm to prepare and record a Claim of Lien, the Law Firm will send the Delinquent Owner another (final) letter (the "Lien Letter" or "Notice of Intent to Foreclose") in the manner required by law. The Lien Letter will enclose a copy of the recorded Claim of Lien and demand full payment of the delinquent Assessment(s), late fees, interest, and attorneys' fees within 45 days. The Lien Letter will explain that if the Delinquent Owner fails to fully pay within 45 days, the Association may file a lawsuit to foreclose upon the Claim of Lien. The Claim

of Lien will secure payment of all future Assessments as they become due. The Claim of Lien will expire if not foreclosed upon or re-filed within five (5) years.

2.9 If the Board authorizes the Law Firm to prepare and file a lawsuit (“Foreclosure Lawsuit”) to foreclose upon the Claim of Lien, the Delinquent Owner(s) will be served in the manner required by law and must provide a formal response to the Foreclosure Lawsuit and assert all available legal defenses as required by law.

2.10 If the Association successfully obtains a foreclosure judgment, which will include a money judgment as well, the Court will schedule the Delinquent Owners’ property (home/unit) to be sold at a judicial auction. The Delinquent Owner has the right to bid on the property during the judicial sale and may redeem the property if he/she is the successful bidder. Any successful bidder, including the Delinquent Owner, must pay the Association’s judgment (which will include the amount of all delinquent Assessments, interest, late fees, and attorneys’ fees incurred in bringing the Foreclosure Lawsuit) to redeem the property and retake (or take) title.

2.11 The Board of Directors intends to follow and adhere to this Policy as closely as possible. However, any deviation from or waiver of this Policy will not affect the collections process and cannot be raised as a defense in any collections proceeding. Further, the Board has the authority, in its sole discretion, to deviate from or waive the provisions of this Policy where Owners demonstrate excusable neglect and/or extreme hardship. Any such waiver or deviation from this Policy in one instance shall not necessarily require waiver or deviation in any other instance.

There are 3 total Board members. The number of Board members who voted in favor of this Resolution is 3. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

**HERON LANDING HOMEOWNERS’ ASSOCIATION, INC.**



BY: \_\_\_\_\_  
Adam Rouse , President

Date: 5/22/2023

(CORPORATE SEAL)

