

**GUIDELINES AND PROCEDURES FOR THE COLLECTION OF ASSESSMENTS  
THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC.**

Updated January 12 2023

WHEREAS, the Board of Directors of "The Meadows at Saint Johns Owners Association, Inc." adopted guidelines and procedures for the collection of assessments on September 11, 2008; and

WHEREAS, the Board of Directors of "The Meadows at Saint Johns Owners Association, Inc." desires to amend the guidelines and procedures for the collection of assessments to make changes related to Delinquency Notification Process and to clarify language regarding the procedures as a whole.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of "The Meadows at Saint Johns Owners Association, Inc." that the previous version(s) of the guidelines and procedures for the collection of Assessments are replaced by the current guidelines and procedures for the collection of Assessments as included in this resolution.

The Board of Directors hereby adopts the following guidelines and procedures for the collection of Assessments:

**Summary of Assessments and Collection Procedures**

**Payment Schedule**

1. Annual Assessments are due and payable on the first (1st) day of January.
2. Annual assessments not paid on or before the fifteenth (15th) day of February of year due will be considered delinquent (late), and will be charged a late fee and interest from the date when due until paid.
3. Special assessments are due and payable on the date determined in the notice by the Board of Directors. On a date determined in the notice by the Board, lack of payment will be considered delinquent (late).
4. Assessments must be paid even if the owner is not using or has moved out of and still owns his/her lot.
5. Lot Owners who suffer job loss, disability, divorce, death, major family medical expenses or other catastrophic emergency in the Lot Owners family, the Association shall without penalty allow a homeowner fifteen (15) calendar days after an assessment due date to propose an installment plan. The following process applies:
  - a. Upon receiving the Lot Owners installment proposal, the directors shall designate a committee to meet with the homeowner privately.
  - b. The Association shall provide a written response to the homeowner.

- c. If the Association does not approve the request in full, the response shall allow the Lot Owner at least fifteen (15) calendar days after denying the request to pay without incurring late fees, interest or attorney fees.
- d. If the Lot Owner defaults in payment of an installment, the Board may accelerate the remaining installments and the accelerated assessment immediately becomes upon the date stated in a notice to the Lot owner (not less than 15 days).
- e. Nothing prohibits the directors from approving an installment plan more lenient than provided by existing rules, in which case the directors shall amend the existing rules so that all homeowners shall receive fair notice and equal treatment.

### **Delinquency Notification Process**

6. For all assessment balances that are past due, the following notification process applies:

- a. **Past Due Statement**

A reminder statement from the association is mailed to unpaid accounts on or around 25 days after date when assessment due.

- b. **Legal Notice of Late Assessment**

A notice of late assessment is mailed to all owners with an un-paid assessment balance considered delinquent (late), in compliance with Florida Statutes. The notice provides the owner(s) with 30 days to pay the amount due, including interest, late fees and other charges that apply, prior to incurring legal fees. The notice is mailed by First Class mail to the property address and any alternate addresses on file.

- c. **Intent-to-Lien**

If payment is not received by the end of the 30 day period provided by the notice of late assessment, an "Intent to Lien" is mailed by regular First Class mail and First Class mail Certified with Return Receipt Requested both to the property and any alternate addresses of all owners. The "Intent to Lien" gives the homeowner 45 days to make payment prior to the recording of a lien.

- d. **Lien**

If the account is not paid after the 45 day period that the "Intent to Lien" is mailed, the account is forwarded to the association's attorney to record a lien. The association's attorney will mail the homeowner(s) a letter and provide a copy of the recorded lien.

e. **Intent to Foreclose**

If no payment is received within 20 days after the lien is recorded, the attorney will send an "Intent to Foreclose" letter to the owner(s) notifying them that the association intends to file a foreclosure of the lien on the property.

f. **Association Lawsuit**

If the owner does not contact the attorney to pay or enter into an agreed upon payment plan within 45 days after the "Intent to Foreclose" letter is mailed, attorney shall seek direction from the board as to whether to initiate the lawsuit for foreclosure. If the board provides approval, then the attorney files the foreclosure lawsuit.

### **Legal Services**

7. Any delinquent balance older than 30 days shall be referred for collection.
8. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees, and related costs.
9. All expenses related to collection including, but not limited to, attorney fees, management company processing fees and court costs associated with lawsuits incident to collection of assessments or enforcement of the Association's lien by foreclosure will be the responsibility of the lot owner.

### **Late Fees, Not Sufficient Funds (NSF) & Interest Charges**

10. Any delinquent balance will incur an interest at the rate of eighteen percent (18%) per annum from the date when due until paid.
11. Failure to pay any assessment on or before the date specified in the notice considered delinquent will incur a \$25.00 late charge.
12. Any payment instrument that is returned unpaid will incur either: \$30.00 check recovery fee when the amount of check does not exceed \$600.00 or 5% of the check amount when amount exceeds \$600.00 payable to the association plus any processing charges imposed by the management company.
13. Payments received shall be first applied to interest accrued; then to late charges; then to attorney fees incurred; and finally to the principle balance of the delinquent assessment or assessment installment.
14. All actions are subject to administrative and processing adjustments due to any extenuating circumstances and any adjustments shall be reported to the board.



## **Timeline Example – 2023 Annual Assessment:**

*Illustration of Key Dates and Key Events for Discussion only*

Jan 1, 2023	2023 Annual Assessment Due
Jan 25-27, 2023	Reminder statement mailed to unpaid accounts
Feb 16, 2023	Unpaid Annual Assessment considered Delinquent (Late) <ul style="list-style-type: none"> <li>○ Late Fee Applied</li> <li>○ Interest Applied from date due (January 1<sup>st</sup>)</li> <li>○ Legal Notice of Late Assessment Mailed to all owners of lot</li> </ul>
Mar 20, 2023	Intent to Lien Notice Mailed to all owners of lot
May 5, 2023	Association's attorney is requested to record a Lien  (Allowing 3 business days for processing to record lien)
May 30, 2023	Intent to Foreclose Letter sent to all owners of lot
Jul 17, 2023	Association Board is contacted seeking authorization to initiate the lawsuit for foreclosure
Jul 20, 2023	Association Board will convene a Special Board meeting in Executive Session to discuss and vote on authorization to initiate the lawsuit for foreclosure  (Executive Session is a closed meeting to discuss legal matters and the meeting minutes shall not disclose any privileged, confidential, or protected information.)
Jul 21, 2023	Association's attorney is notified of the board decision