

**WOODMORE TOWNE CENTRE AT GLENARDEN HOMEOWNERS  
ASSOCIATION, INC.**

**COLLECTION POLICY RESOLUTION**

**RECITALS**

**WHEREAS**, Article VIII, Section 8.1 (c) of the Bylaws of Woodmore Towne Centre at Glenarden Homeowners Association, Inc. (the “Association”) grants the Board of Directors (the “Board”) the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation, or the Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter “Governing Documents”); and

**WHEREAS**, Article VIII, Section 8.1(a) of the Association’s Bylaws empowers the Board to enact rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

**WHEREAS**, Article VIII, Section 8.2 of the specifically empowers the Board to take action to enforce the assessment obligations of Owners; and

**WHEREAS**, Article IV, Section 4.1(E) of the Association’s Declaration of Covenants, Conditions and Restrictions (“Declaration”) authorizes the Association to suspend the voting rights and right to use the Common Area for any period during which any assessment remains unpaid and for any infraction of any of the published rules and regulations of the Association; and

**WHEREAS**, Article V, Section 5.1 of the Association’s Declaration creates an assessment obligation for Owners; and

**WHEREAS**, Article VI, Section 6.1 of the Association’s Declaration provides the Association with several remedies in the event an Owner fails to pay common expense assessments levied by the Board; and

**WHEREAS**, the collection of assessments and other charges in a timely fashion is an integral part of the operation of the Association; and

**WHEREAS**, Article VI, Section 6.1 of the Association’s Declaration specifically empowers the Association acting through its Board to assess interest, late fees, collection costs and attorney’s fees for non-payment of assessments; and

**WHEREAS**, Article VI, Section 6.3 of the Association’s Declaration allows the Board to accelerate the entire year’s assessments and to declare them to be due and payable in full upon default in the payment of any one or more assessments by an Owner; and

**WHEREAS**, pursuant to relevant provisions of the Maryland Homeowners Association Act (Title 11B, Maryland Real Property Code Ann.), the Board deems it necessary and proper to adopt the following collection policy, with said policy serving as a guideline. Any non-compliance or deviation by the

Association, its Board, or its attorneys or agents, shall not excuse payment of assessments or related charges when due and as charged.

**NOW THEREFORE BE IT RESOLVED**, with the above-incorporated as if fully stated herein, the Board of Directors hereby adopts this Resolution to replace and supersede previous resolutions, and it further resolved that the procedure for collection of delinquent assessments and other charges shall be as follows:

1. Hereinafter the word CHARGE is used to cover all other payments for which an Owner is responsible, including, without limitation, special fees, late fees, interest, fines, special assessments, administrative costs, and/or all costs and attorney's fees relating to collection efforts that are assessed or incurred pursuant to the Association's Governing Documents. Charges shall be collected in the same manner as assessments or in such manner as shall be determined by the Board.
2. Assessments shall be due and payable annually in advance – that is they are due in their entirety on the first day of the calendar year; except that an Owner shall be permitted to pay the assessment in twelve (12) monthly installments, at the rate established by the Board. Unless otherwise determined by the Board, all special or additional assessments, shall, unless otherwise specified in the notice, be payable in full with the next monthly installment.
3. Non-receipt (or late receipt) of an assessment invoice or coupon booklet shall in no way relieve the Owner of the obligation to pay the amount due by the due date. Questions regarding assessments may be directed to the Managing Agent.
4. Assessments, when due monthly, are due on the first day of the month. If such assessment has not been received by the Managing Agent on or before the first day of the month, the Managing Agent may send a reminder payment slip to the delinquent Owner. All assessments not received by the Managing Agent on or before the 30<sup>th</sup> day of each month shall bear interest from the date of delinquency at the rate of six percent per annum, or the maximum amount permitted under Maryland law, whichever is greater.
5. A late charge of fifteen dollars (\$15.00) may be levied per month on all assessments not received by the 15<sup>th</sup> day of a calendar month in which they are due (provided the charge may not be imposed more than once for the same delinquent payment).
6. On or about the 15<sup>th</sup> day of the second month, a warning notice may be mailed to each property advising the Owner(s) that their assessments and/or charges have not been received and that in fifteen days, their account will be turned over to the association's attorney for lien filing, lawsuit and/or foreclosure.
7. Monthly assessments not received by the end of a calendar month shall be accelerated; that is, the entire balance for the remainder of the fiscal year shall be declared due and payable immediately.
8. On or about the 60<sup>th</sup> day, the Owner still delinquent in payment of the assessments may be turned over to the Association's Attorney or other agent for collection pursuant to the Maryland Contract Lien Act.
  - (a) The Association's Agent may send a "Notice of Intention to Create a Lien" ("Notice" or NOI) by certified mail, return receipt requested, and first-class mail to the Owner's current mailing address. The Notice will inform the Owner of the amount of the outstanding debt,

including all past due assessments, interest, and costs of collection, as well as the total amount of the outstanding total annual assessment to be accelerated. The Notice will conform to the requirements of the Association's Governing Documents, the Maryland Contract Lien Act, and any other relevant and applicable laws. If service by certified mail cannot be effectuated, the Notice shall be posted on the door of the property.

- (b) Upon service of the Notice and pursuant to the Maryland Contract Lien Act, the Owner must, within thirty (30) days of service, forward payment in full to the Association's agent. If payment in full is not received within thirty (30) days of service, a Statement of Lien shall be filed which shall include all assessments (including accelerated assessments) and Charges owed, including, but not limited to postage and attorney's fees and costs incurred in collecting the amount owed and filing the Lien.
  - (c) The Owner shall be liable for all costs associated with filing and/or releasing such Liens, including, but not limited to, attorney's fees, mailing costs, process server fees, and recording fees.
  - (d) Nothing herein shall prevent the Board of Managing Agent from referring a delinquent account to the Association's Attorney at any time deemed appropriate.
- 9. After filing a lien, or at any other point determined by the Board, the Agent, or the Association's attorney, the Association's attorney may proceed with further legal action including but not limited to, additional notices, foreclosing on the Lot, or filing a lawsuit against the Owner(s) personally, in order to collect all amounts due and owed, including accelerated assessments and charges. Board approval may be required before the attorney starts certain legal actions.
- 10. Payments received from an owner will be credited to the outstanding balance in the following order:
  - a. Court costs, attorney's fees and other costs of collection.
  - b. All returned check charges, postage and costs.
  - c. Fines, late fees or accrued interest, as applicable.
  - d. Special assessments.
  - e. Annual assessments.
- 11. In the event the Owner makes payment less than the full amount due and owed after the Association's attorney has started collection proceedings, the Association's attorney may notify the Owner by letter, that the account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the Board's authority to lien the Lot or to take other legal action to collect the outstanding balance.
- 12. If a check is returned for insufficient funds, a thirty-five dollar (\$35.00) returned check fee, or the maximum amount allowed by Maryland law, shall be applied to the Owner's account. If a check is returned and assessments are not timely paid, as set forth herein, late charges and interest shall be imposed. If the Association receives two or more checks returned for insufficient funds in any single fiscal year from an Owner, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

13. Any fines and charges imposed by the Board as a result of any violation of the Association's Governing Documents, including violation's incurred by an Owner or the Owner's tenant's guests, family, residents employees, agents, lessees or licensees, that are not paid in thirty (30) days of notice of the fine by mail and/or electronic communication, shall become collectible in the same manner as any other assessment against the Lot in violation and subject to collection under this policy.
14. Voting rights and the right to use of Common Areas shall be suspended for any period in which the assessment against a lot is unpaid. The Owner shall be notified of any such suspensions in writing.

THE ABOVE REFERENCED RESOLUTION IS EFFECTIVE AS OF \_\_\_\_\_ 2025  
AND ADOPTED BY THE BOARD OF DIRECTORS ON:

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT

DATE: \_\_\_\_\_

\_\_\_\_\_  
SECRETARY