



Silver Woods Community Association

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ASSESSMENTS COLLECTIONS POLICY RESOLUTION

SILVER WOODS COMMUNITY ASSOCIATION

Whereas Section 6.2 of the Bylaws state that the Board of Directors (BOD) shall have powers and duties for the administration of the affairs of the Association.

Whereas the BOD under the Covenants, Conditions and Restrictions Article IV, Section 4 has the obligation to maintain and operate the Common Areas and facilities, improvements and landscaping thereon, including but not limited to, the roads, recreational areas, and areas for stormwater management, erosion and sedimentation control, for the use and benefit of all Members of the Association.

Whereas the under the Covenants and the Delaware Uniform Common Interest Ownership Act (DUCIOA), the BOD has the authority to implement rules and regulations concerning the collection of assessments, including overdue assessments.

Whereas after consideration of the importance to the smooth function of the operations of the Community Association including the need for the collection of all assessments, and the need to balance the collection cost burden on all homeowners with the necessity to ensure adequate and timely collection from all homeowners to pay for the ongoing costs of the amenities and services offered or provided by the Community Association (CA), the BOD, after due deliberation that is necessary and desirable to adopt Rules and Regulations memorializing the collection procedure for assessments.

Now therefore, be it resolved that the BOD of Silver Woods Community Association adopts the following Rules and Regulations and direct that this Assessment Collection procedure be distributed to all homeowners of the CA.

The collection of all assessment shall be subject to the following:

1. Assessments are due annually within thirty (30) days of assessment as provided in Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions (Declaration).
2. As provided in Article V, Section 4 of the Declaration, the Association has elected to have the assessments paid monthly for the convenience of Property Owners on or before the date set forth in the invoice setting forth the amount of the assessment

obligation. Failure to pay any Assessments timely may result in acceleration of the full Annual Assessment.

- a. The monthly assessments shall be due and payable on the first of each month of the year.
 - b. By the 15th day of the preceding month the managing agent will send the invoice per billing preference.
 - c. Residents can contact the managing agent to set up a payment plan before the due date for those residents that are truly in need of assistance.
 - d. Non receipt of an invoice shall in no way relieve the homeowner of the obligation to pay the amount due by the due date.
3. The CA's managing agent will send a reminder notice after at least 15 days late per billing preference.
4. The CA's managing agent will send a second reminder notice after at least 30 days late per billing preference.
 - a. Failure to pay the assessment within a 30-day period will automatically result in a Late Fee/Overdue charge of \$25.00.
 - b. The reminder notice requires payment of the assessment and the late Fee within ten (10) days.
5. The CA's managing agent will send a third notice after at least 60 days late.
 - a. This notice will be sent by regular and certified mail by the managing agent and will automatically result in an additional Late Fee of \$25.00.
 - b. The homeowner's key fob to all Silver Woods amenities will be deactivated and shall not be reactivated until all assessments and late fee are paid in full.
 - c. The managing agent charges a \$20 fee for the mailing which is charged to the homeowner's account.
 - d. If full payment is not received by the tenth day after this notice, the matter will be turned over to an attorney. Legal counsel will then send a letter to the delinquent homeowner notifying the delinquent homeowner that they have 10 days in which to pay the overdue assessment, plus the late fee(s), the attorney's fees, and 60 days interest calculated at 1.5% per month.
6. If full payment is not made on or before the tenth day following the mailing of the attorney letter, legal counsel will file as permitted by the Covenants and DUCIOA, a lien against the property with the Sussex County Recorder of Deeds.
 - a. The cost of that lien, the attorney's fees and the costs will be assessed to the delinquent homeowner.
 - b. Thereafter, the delinquent homeowner, who pays all outstanding amounts, including the late fees, 18% interest from the due date and the collections costs, again including the filing fee and attorney's fees, to satisfy and remove the lien against the property.
 - c. Courtesy copies of the lien will be provided to the delinquent homeowner.

7. Continued failure to pay the outstanding amounts due following the filing of the lien may thereafter result in the CA, is at the sole discretion, pursuing all legal remedies to collect all amounts due and outstanding or both. Both the covenants which bind all homeowners of properties within the SWCA and DUCIOA, provide for the mandatory imposition of all cost of such collection efforts, including court costs and attorneys' fees which fees will be charged at the then going hourly rate being charged by counsel for such work. The legal rate of interest continues to run from the original due date, until all payments, including fees and charges have been made. All fees, collection costs and interest pursuant of the covenants are to be treated as additional assessments.

The Board Secretary certifies that the above is a true and correct copy of the resolution that was duly adopted and entered into the minutes of the January 9, 2024 meeting of the Board of Directors of the Silver Woods Community Association.


Diane Seeger (Feb 1, 2024 11:42 EST)

Diane Seeger, Secretary

January 24, 2024

Date Signed


Marc Bognar (Feb 1, 2024 13:15 EST)

Marc Bognar, President

January 24, 2024

Date Signed