

**TYLER WALK HOMEOWNERS ASSOCIATION
POLICY RESOLUTION 2025-01**

(Policy Resolution Pertaining to Collection of Assessments)

The undersigned, being the Board of Directors (the “Board”) of the Tyler Walk Homeowners Association (the “Association”), hereby certifies that the following Resolution was adopted at a duly convened meeting of the Board held on the 22nd day of April, 2025.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Tyler Walk Homeowners Association (“Declaration”), the By-Laws of Tyler Walk Homeowners Association (“By-Laws”), and the Articles of Incorporation of Tyler Walk Homeowners Association (the “Articles of Incorporation”), as amended, collectively known as the Governing Documents, provide that the Lots are subject to the Governing Documents and the rules and regulations of the Association;

WHEREAS, Article X, Section 10.01 of the Declaration provides that each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, (2) special assessments, and (3) any other charges or assessments for what may from time to time be determined by the Association;

WHEREAS, the Section 7.15 of the By-Laws and the rules and regulations of Tyler Walk Homeowners Association provide that the Board of Directors is empowered to implement procedures for the collection of assessments from the Owners;

WHEREAS, Article X, Section 10.05 of the Declaration states the regular and special assessments, together with fines, fees, charges, late charges, interest, and cost of collection (including attorneys’ fees), shall be a charge on the Lot, and shall be a continuing lien upon the Lot against which each such assessment is made;

WHEREAS, Article X, Section 10.06 of the Declaration provides any assessment not paid within sixty (60) days after the Due Date, as established by the Board, shall bear interest at the rate of fifteen (15%) percent per annum from the Due Date and may be assessed a late fee of such amount as may be established by the Board;

WHEREAS, Article VI, Section 6.01(b) and Article X, Section 10.07 of the Declaration permit the Association to suspend the delinquent Owner’s voting right or use of the common facilities when assessments are more than thirty (30) days past due;

WHEREAS, to implement the powers and authority set forth in the By-Laws, Declaration, and the Commonwealth of Pennsylvania Uniform Planned Community Act (“UPCA”), the Board deems it to be in the best interests of the Association to establish orderly procedures for the billing and collection of assessments and related charges.

NOW THEREFORE, it is hereby **RESOLVED THAT** the Board duly adopts the following assessment collection policies and procedures as part of the Rules and Regulations:

I. Routine Assessment Collection

A. Assessments. Charges assessed pursuant to the Association’s Declaration, By-Laws, or resolutions, as well as charges for covenants or rules violations, shall be collected as an assessment

or in such other appropriate manner as shall be determined by the Board. The regular annual assessment is payable in four (4) equal quarterly installments by the Due Dates set forth below.

B. Due Date. All installments of the regular annual assessment shall be due and payable, in advance, on the first day of the first month for each quarter (January 1st, April 1st, July 1st and October 1st) and all further or special assessments shall be due and payable on the date(s) specified in the notice of special assessment (hereinafter "Due Date"). For all other amounts assessed against an Owner, such as fines, fees, charges, late charges, interest, and cost of collection, the Due Date shall be immediate upon the issuance of the assessment, unless the Association specifies otherwise in a written notice.

C. Address of Record; Notices. All documents, correspondence, and notices relating to assessments shall be mailed by first-class mail to the address which appears on the books of the Association or to such other address or email address as is designated in writing by the Owner. It is the Owner's responsibility to notify the Association's managing agent (the "Managing Agent"), in writing, of any change in address and to make sure that his/her mailing or email address is current at all times. Non-receipt (or late receipt) of an invoice, fine, notification, or other such documents relating to the payment of an assessment or any charge against a Unit or Unit Owner shall in no way relieve said Unit Owner of the obligation to pay the amount due by the Due Date.

D. Non-resident Owners. Non-resident Owners must provide the Managing Agent with a telephone number and address, in writing, where the Owner can be contacted; otherwise, all notices shall be sent to the Lot address and be deemed duly served upon the Unit Owner.

E. Payee. All assessments shall be made payable to the Tyler Walk Homeowners Association.

II. Remedies for Nonpayment of Assessments.

A. Pre-Collection Actions.

1. Late Fee. Payments not received by the Association within ten (10) days of the Due Date (or the first working day thereafter, if such Due Date is a Saturday, Sunday, or legal holiday), the account shall be deemed in default and shall be assessed a late fee of fifteen dollars (\$15.00), or, upon notice to the membership, in such other amounts as the Board may fix from time to time as permitted by the Governing Documents and the UPCA.

2. Notice of Delinquent Assessment.

- i.** "Notices of Delinquent Assessment" will be provided to Unit Owners in accordance with Section I(C) hereof. Non-receipt of such notice does not relieve the Owner of his or her obligation to pay delinquent assessments and any resulting late fees, costs, interest, attorneys' fees, and other costs of collection.
- ii.** The Association will send a "First Notice of Delinquent Assessment" to Owners who have not paid their assessment(s) or charges in full within ten (10) days after the Due Date. The Unit Owner will be assessed a late fee and advised of said charge.
- iii.** The Association will send a "Second Notice of Delinquent Assessment" to Owners who have not paid their assessment(s) or charges in full within forty-five (45) days after the Due Date, and will advise the Owner that any assessment not paid within sixty (60) days after the Due Date shall be charged interest at a rate of fifteen percent (15%)

per annum from the Due Date (the first day of the quarter) until paid.

- iv. The Association will send a "Third Notice of Delinquent Assessment" to Owners who have not paid their assessment(s) or charges in full within seventy-five (75) days after the Due Date, and shall advise the Owner of the following:
 - a. the account will be turned over to the Association's legal counsel for collection if assessments or charges remain unpaid for more than ninety (90) days after the Due Date;
 - b. that upon turnover to legal counsel, the remaining balance of unpaid regular and special assessments proposed for the fiscal year will be accelerated;
 - c. the Owner will be held responsible for costs and legal fees incurred by the Association in connection with the collection of past due amounts;
 - d. the Owner's right to vote or be elected to the Board of Directors shall be automatically suspended; and
 - e. the Owner's right to use the facilities or services provided by or through the Association, including the right to use recreational facilities, shall be suspended.
- v. All "Notices of Delinquent Assessment" will advise that the Owner is entitled to a hearing before the Board and an opportunity to be heard regarding their account.
- vi. The failure of the Association and/or its Managing Agent to send any of the notices described in this policy shall not be construed as a waiver or limitation of the Association's inherent authority to take any and all actions permitted by the Governing Documents and applicable law to collect assessments and related charges. Furthermore, no notice outlined herein shall be interpreted as a mandatory prerequisite that must be satisfied before the Association can exercise its legal remedies for non-payment.

3. Administrative Costs and Interest. Pursuant to Article X, Section 10.06 of the Declaration, any assessment not paid within sixty (60) days after the Due Date shall be charged interest at a rate of fifteen percent (15%) per annum from the Due Date (the first day of the quarter) until paid. Any and all costs incurred by the Association in connection with the collection of any delinquent sums shall be assessed to the delinquent Owner's account and, thereafter, be a part of the continuing lien for assessments until all sums due, including interest, late fees, attorneys' fees, court costs, and collection costs, if any, shall have been paid in full.

4. Returned Checks. If a check or electronic debit is returned or rejected due to insufficient funds (NSF) in the Owner's account, the Owner shall be automatically assessed an NSF charge in the amount of fifty dollars (\$50.00). If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments, the Board may require through the Managing Agent all future payments to be made by certified check, cashier's check, or money order for the remainder of the fiscal year.

5. Payment Plans. The Board may, in its sole discretion, consider a payment plan upon written request by an Owner alleging a significant personal hardship or as otherwise determined to be in the best interests of the Association. The Board has the right to approve

or deny any payment plan request or propose different terms for repayment in a counter offer. Requests for payment plans shall be made in writing and directed to the attention of the Managing Agent. Payment plan offers shall identify the total balance owed on the account, include a proposed schedule for payment installments, the Due Dates for such payments, and address the payment of future quarterly installments of the annual assessment. In the event that a Unit Owner fails to make timely installment payments or otherwise breaches the agreed upon terms of the payment plan, the original amount due pursuant to the payment plan, less any payments made previously, shall be immediately due and owing. In such event, the Board may institute legal action to collect all sums due, including interest, late fees, attorneys' fees, court costs, collection costs, and accelerated assessments.

6. Waivers. The Board hereby authorizes the Managing Agent to grant a waiver of one late fee for one quarter, and associated interest for one quarter, for an Owner during his/her ownership of the Lot upon petition in writing (email is acceptable) by the Owner. Such a waiver shall be granted only once to any defaulting Owner. The Board may grant a waiver of any provision herein upon petition in writing (email is acceptable) by the Owner alleging a significant personal hardship or for other good cause shown. Such relief granted to an Owner shall be appropriately documented in the Association's files, including the conditions upon which any such relief is based.

7. Acceleration. Pursuant to Article X, Section 10.06 of the Declaration, the Board has established that the annual assessment may be paid in quarterly installments; however, upon the default by an Owner in paying any two assessment installments in a fiscal year, the remaining balance of the applicable annual or special assessment due on the account for the remainder of the fiscal year shall be accelerated, making any remaining installments of that assessment balance immediately due and owing in full without the need for a case-by-case determination by the Board and by this Resolution, the Managing Agent and/or the Association's legal counsel is authorized to demand and collect all such accelerated amounts. The Association may, upon notice to the Owner, file a Memorandum of lien against the Owner's Lot to secure the unpaid balance on the account, including, but not limited to, any accelerated amounts and all costs of collection allowed by law (including attorneys' fees, if any) which shall be included as part of the lien and added to the Owner's account.

B. Collection Actions:

1. Referral to Legal Counsel. In the event that the sum of two quarterly assessment installments (or such other delinquency threshold as the Board may determine from time to time) remains unpaid for more than thirty (30) days, the Managing Agent shall automatically, on behalf of the Board of Directors, refer the account to the Association's legal counsel for collection actions, unless the Board of Directors by majority vote decides not to effectuate such referral. Once an account has been turned over to legal counsel, the Managing Agent shall have no further communications with the Owner regarding the delinquent assessments until the account has been returned from legal counsel. Notwithstanding the procedures set forth in this provision, the Board reserves the right to turn over delinquent accounts to legal counsel at any time if the Board determines that such action is in the best interests of the Association.

2. Legal Action. The Association's legal counsel is authorized to pursue legal action, in consultation with the Managing Agent and/or the Board of Directors, as it determines is in the best interest of the Association, including, but not limited to:

- i. Sending a balance due demand letter and/or notice of acceleration letter to the Owner;
- ii. Recording a Memorandum of Lien against the Owner's Lot;
- iii. Filing suit against the delinquent Owner for assessments, attorneys' fees, costs of collection and court costs;
- iv. Filing a proof of claim in bankruptcy court;
- v. Instituting action for foreclosure of the Association's lien(s);
- vi. Accelerating the balance of the annual assessment if the sum of two quarterly assessments on an account is in default;
- vii. Accelerating the balance of the special or additional assessment (if applicable);
- viii. Engaging a firm to conduct a search to identify assets of the delinquent Owner;
- ix. Pursuing post-judgment collection actions, including, but not limited to, debtor's interrogatories, garnishments, sheriff sale of personal property and real property including foreclosure of the delinquent Owner's Lot (upon authorization by the Board of Directors); and
- x. Any other action as determined by the Association's legal counsel to be in the best interest of the Association.

3. Legal Fees. In the event that an account is turned over to the Association's legal counsel for collection, the Association's legal counsel will assert on behalf of the Association a claim against the delinquent Owner for the costs of pursuing collection, including but not limited to, attorneys' fees and court costs.

III. Suspension of Voting Rights and Access to Facilities and Services

- A. Suspension of Association Privileges.** For an Owner whose account is more than ninety (90) days past due, the Board shall suspend that Owner's right to use the Common Area facilities, including the swimming pool, for the duration of the period of indebtedness and/or default after first giving the defaulting Owner prior notice and opportunity for a hearing.
- B. Suspension of Voting Rights and Right to be Elected to the Board.** No Owner may vote at any meeting of the Association or be eligible to be elected to the Board of Directors if the Owner is delinquent more than ninety (90) days in any payment due the Association. To be eligible to vote, all delinquencies must be resolved no later than forty-eight (48) hours prior to the time of the meeting at which the vote or election will take place.

IV. General.

- A. Effective Date.** This Resolution shall be effective the 1st of June, 2025, and shall apply to collection of all assessments due on or after such date.

- B. Effect on Board Authority.** This policy shall supplement rather than limit the powers and authority of the Association and Board with respect to the collection of assessments.
- C. Compliance.** Failure of the Board, the Association, or any of their agent(s) to comply with the requirements contained in this Policy shall not affect the validity of any of the remedies set forth in this policy.
- D. Remedies.** The remedies stated in this Resolution shall not constitute an election of remedies and all remedies shall be deemed cumulative.
- E. Severability.** In the event that any provision of this Policy shall be adjudged by a court of competent jurisdiction to be unenforceable, the remaining provisions shall nonetheless survive and remain in full force and effect.
- F. Application of Payments.** Payments received from an Owner shall be credited to currently outstanding amounts and the amount owed for each category below shall be paid in full before payment is applied to the next category according to the following order of priority:
1. Any interest accrued by the Association;
 2. Any late fee;
 3. Any costs and reasonable attorney fees incurred by the Association in collection or enforcement; and
 4. The annual and special delinquent assessment, applied first to the oldest amount due.

The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment.

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of Tyler Walk Homeowners Association on the 22nd day of April, 2025.

TYLER WALK HOMEOWNERS ASSOCIATION

By: Alan Pakula
Alan Pakula
President, Tyler Walk Homeowners Association

CERTIFICATE OF MAILED NOTIFICATION

I hereby certify that a copy of this Resolution was mailed to each owner of record at Tyler Walk Homeowners Association on this the 19th day of May, 2025.

DocuSigned by:

Lisa Green

Lisa Green, CMCA, AMS

Vice President

Association Management Consultants Corporation

Agent for Tyler Walk Homeowners Association