

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
SOLIVITA COMMUNITY ASSOCIATION, INC.**

c/o AAM, LLC
1600 W. Broadway Rd., Ste 200
Tempe, AZ 85282
(602) 957-9191

ASSESSMENT COLLECTION POLICY

The undersigned, constituting all of the members of the Board of Directors of Solivita Community Association, Inc., a Florida nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Solivita Community Association, Inc., By-Laws Section 4.5 which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

RESOLVED, that the Board of Directors hereby approves the Assessment Collection Policy for Solivita Community Association, Inc. attached to this resolution.

FURTHER RESOLVED, that the Board of Directors hereby instructs the managing agent to notify all Owners of the implementation of the Assessment Collection Policy effective as of January 1, 2015.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 15th day of December, 2014.



Anthony S. Iorio
President and Director, Board of Directors



Dan Young
Vice President and Director, Board of Directors



Chris Davis
Secretary/Treasurer and Director, Board of Directors

SOLIVITA COMMUNITY ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY Effective January 1, 2015

The following Assessment Collection Policy shall be followed for Solivita Community Association, Inc.:

Defined Terms:

Late Charges means the charges applied to an account in compliance with Florida State Statute as described below.

Owner means the owner of the property whose responsibility it is to bring an account current.

Payment Plan means a board-authorized written payment plan containing terms described below.

Late Charge: Pursuant to Section 26.21 of the CC&Rs and in compliance with Florida State Statute §720.3085 a Late Fee of Twenty Five Dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, whichever is greater, will be applied to every account showing any part of an assessment (\$25.00 or greater) which is past due.

Interest: Pursuant to Section 26.21 of the CC&Rs, and Florida State Statute §720.3085 Interest computed from the due date of such assessment at a rate of eighteen percent (18%) per annum shall be applied monthly to every account showing any part of an assessment (\$25.00 or greater) which is past due. Interest shall not be compounded and is based on the past due assessment amount only.

Assessment Collection Schedule:

- A written reminder will be mailed to the Owner on the eleventh (11th) day after the assessment due date stating that the Owner has a past due balance and **Late Charge** and **Interest** has been applied to the account. The Owner is responsible for paying all late charges and interest.
- A written demand letter will be mailed to the Owner via regular first class mail and Certified or Registered mail on the forty-fifth (45th) day after the assessment due date. The delinquent account is assessed a fee for the preparation of the demand letter and the Owner is responsible for paying this fee.
- A notice of lien will be filed with the county recorder on every account that shows the assessment being at least ninety (90) days past due and \$100.00 in past due assessments. The delinquent account is assessed a fee for the preparation and filing of the notice of lien and the Owner is responsible for paying this fee. The lien shall not be released until such time as the account is paid in full.

- Any account showing ninety (90) days past due shall have the cable services as provided through their assessments suspended until such time as the account is paid in full.
- After a Notice of Lien is recorded against the property, should the account remain outstanding, the account may be sent to an attorney or a collection agency at the discretion of the Board of Directors for further collection proceedings.

Any payment received by an Association and accepted shall be applied in the following order to;

1. Any interest accrued
2. Any Administrative late fee
3. Any costs and reasonable attorney's fees incurred in collection
4. Delinquent assessment

This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Payment Plans:

The Board of Directors authorizes Payment Plans for past due balances (including past due assessments and related fees) (the "Debt") with the following terms:

- Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.
- The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt:
 - If the Debt is less than \$500.00, a payment plan of six months (six equal monthly installments) will be offered.
 - If the Debt is \$500.01 to \$1,000.00, a payment plan of twelve months (12 equal monthly installments) will be offered.
 - If the Debt is \$1,000.01 or more, a payment plan of eighteen months (18 equal monthly installments) will be offered.
- Late Charges as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.
- The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.
- All Payment Plans will be monitored by the managing agent.
- Upon default of Payment Plan, AAM will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

This Assessment Collection Policy shall not be construed to require receipt of actual notice to Owner of any reminder letters or demand letters as a pre-condition to record a Notice of Lien or to turnover delinquent account to an attorney or a collection agency.

Waiver of Past Due Amounts:

The Board of Directors will generally not consider waiver of late fees, lien fees, attorneys' fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.