

**WESTVIEW HOMEOWNERS ASSOCIATION**  
**RESOLUTION: 2017-01 REVISED COLLECTION POLICY**

**WHEREAS**, Article VIII, Section 1, of the 2016 Code of Regulations, provides that "It shall be the duty of the Board annually to adopt and amend an estimated budget for revenues and expenditures covering the estimated Recreational Facilities expenses of the Association for the coming fiscal year. Any budget shall include reserves in an amount adequate to repair and replace major capital items, in the normal course of operation without the necessity of special assessments, unless the Owners, exercising not less than a majority of the voting power of the Owners' Association waive the reserve requirement annually. The Board shall prorate each member his share thereof."

**WHEREAS**, Article VIII, Section 3, of the 2016 Code of Regulations, provides that "*pro rata* share for Recreational Facilities expenses for each Sublot and Condominiums shall be determined in accordance with the operating budget as they apply to various Sublots and Condominiums. Unless determined by the Board, all *pro rata* shares shall be charged on an annual basis."

**WHEREAS**, The 2016 Amendment C, Paragraph 6, of the Quit Claim Deed for the Westview Homeowners Association Inc., provides that the full yearly *pro rata* share of expenses shall not apply to Owners of fee simple title to the residence who are sixty-two (62) years of age or older who shall pay one-half (½) of the full yearly *pro rata* share. Proof of age shall be confirmed by presenting the owners driver license or certified birth certificate prior full year of reaching the age of sixty-two (62) by one the title owners occupying the residence. There will be no rating of the full yearly *pro rata* share should an Owner reach the age of sixty-two (62) during the calendar year in which the *pro rata* share reduction applies. Owners of a trust, a company, or a business shall not qualify for the sixty-two (62) year sof age *pro rat* shares reduction.

**WHEREAS**, The Ohio Revised Code Section 5312 titled the Ohio Planned Community Law provides that "An owners association, through its board of directors, may do any of the following:  
 Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, resale certificates, or statements of unpaid assessments; "

Assess costs associated with enforcement of the Declaration or the rules and regulations of the owners association, including, but not limited to, attorney's fees, court costs, and other expenses.

**WHEREAS**, there is the need to establish orderly procedure for the collection of assessments which remain unpaid past their due date; and

**WHEREAS**, it is the intent of the Board of Trustees to establish steps for the collection of delinquent assessments;



**NOW THEREFORE, BE IT RESOLVED THAT** the procedure for collection of the delinquent assessments be as follows:

1. Dues, assessments, late charges, interest and collection costs, including any attorneys' fees, are a lien and personal obligation of the owner of the property and a charge on the property at the time the assessment or other sums are levied.
2. Regular yearly assessments, enforcement assessments, and fines are due and payable on the first day of the fiscal each year as determined by the Board of Trustees. Payments must be received within *thirty* (30) days of the due date. Payments not *received* within thirty (30) days of the due date will be regarded as delinquent and will be assessed a Thirty Dollars (\$30.00) administrative fee and interest of 10% per annum. It is the owner of record's responsibility to pay each assessment in full each year regardless of whether a statement is received.
3. All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
4. Any payments made shall be applied as follows unless the Owner and the Association enter into a written agreement providing for payments to be applied in a different manner:
  - a. First, to interest owed to the Association;
  - b. Second, to administrative late fees owed to the Association;
  - c. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;
  - d. Fourth, to the principal amounts the Owner(s) owes to the Association for the common expenses or penalty assessments chargeable against the Sublot.
5. Assessments not received within thirty (30) days of the stated due date are delinquent and shall be subject to an administrative fee of Thirty dollars (\$30.00) for each delinquent assessment per Sublot.
6. An interest charge at the current prevailing legal rate will be assessed in addition against any outstanding balance, including delinquent assessments, late charges, and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
7. Partial payments of chronically delinquent accounts will not be accepted. Under certain circumstances and upon approval of the majority of the Board, a written payment schedule may be arranged. A restrictive endorsement will be entered on the back of partial payment checks indicating "paid on account towards balance due." No post dated checks will be accepted.
8. If after sixty (60) days the account still remains delinquent, a list of properties in question and the name(s) of the Owner(s) shall be turned over to the counsel for Westview Homeowners Association to send a collection letter to the delinquent owner(s). All attorney's fees and costs of collection will be billed back to the Owner.
9. If after ninety (90) days the account still remains delinquent, a claim will be filed in court with the option of garnishing wages. All attorney's fees and costs of collection will be billed back to the Owner.

