

**Windsor Plaza Condominium Association, Inc.**

**Book of Resolutions**

**PART II  
ADMINISTRATIVE RESOLUTIONS**

Adopted 08/20/03

**WINDSOR PLAZA CONDOMINIUM ASSOCIATION, INC.**

**ADMINISTRATIVE RESOLUTION NO. 03-02**

**August 20, 2003**

**(Establishing Assessment Collection Procedures)**

WHEREAS, Windsor Plaza Condominium Association, Inc. ("Association") is a Virginia nonstock corporation which is subject to the provisions of both the Nonstock Corporation Act and the Condominium Act; and,

WHEREAS, Article 3, Section 3.1 of the Bylaws of Windsor Plaza Condominium ("Bylaws") provides that the Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and do all such acts and things which are not reserved and required to be exercised by the unit owners; and,

WHEREAS, Article 5, Section 5.2 of the Bylaws states, in part, that:

Payment of Common Expenses. Each unit owner shall pay the common expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to the provisions of Section 5.1. No unit owner may be exempted from liability for the assessment of common expenses by reason of waiver of the use and enjoyment of any of the common elements or by the abandonment of the unit.

WHEREAS, Article 5, Section 5.3 of the Bylaws states:

Collection of Assessments. The Board of Directors, or the managing agent at the request of the Board, shall take prompt action to collect any assessments for common expenses from any unit owner which remain unpaid for more than thirty days after the due date. If a unit owner is delinquent for more than sixty days, the Board of Directors shall file a lien in compliance with Section 55-79.84 of the Condominium Act prior to the ninetieth day, unless the Board decides by a two-thirds vote not to do so. Any assessment, or installment thereof, not paid within ten days of the due date shall accrue a late charge in the amount of twenty dollars, or such amount as may be established from time to time by the Board of Directors.

WHEREAS, Article 9, Section 9.1(b) of the Bylaws states:

Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a unit owner, the prevailing party shall be

entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court.

WHEREAS, Article 9, Section 9.1(f) of the Bylaws states:

Legal Proceedings. Failure to comply with any of the terms of condominium instruments and the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, the managing agent or, if appropriate, by any aggrieved unit owner and shall not constitute the election of remedies.

Article 9, Section 9.2(b) of the Bylaws states:

Acceleration. In any case where an assessment against a unit owner is payable in installments, upon a default by such unit owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of the annual assessment may be declared due and payable in full by the service of the notice to such effect upon the defaulting unit owner and such unit owner's Mortgagee by the Board of Directors or the managing agent.

Article 9, Section 9.2 (c) of the Bylaws states, in part, that:

Enforcement. The lien for assessments may be enforced in any manner permitted by the laws of the Commonwealth of Virginia, by the power of sale or action in the name of the Board of Directors, or the managing agent, acting on behalf of the Unit Owners Association.

WHEREAS, the Board of Directors believes that it is in the best interest to revise and update the Association's procedures for assessment collection and delinquent accounts in order to establish a uniform set of procedures.

NOW THEREFORE, the Board resolves as follows:

1. The Board of Directors shall establish the annual assessment at the time that it approves the budget for the fiscal year. The managing agent will notify the unit owners of the annual assessment by first class mail, mailed to the address appearing on the books of the Association. Non-resident unit owners shall be responsible for notifying the managing agent of any alternate address they want

the Association to use for notices from the Association. If a unit owner does not receive a notice from the Association, the Association will not excuse the Unit Owner from the obligation to pay the assessment. All unit owners are under a legal duty to seek out information about the annual assessment if they do not receive the Association's notice.

2. All monthly installments of the annual assessments shall be due and payable in advance on the first day of each month and all special assessments shall be due and payable on the date specified on the "Notice of Special Assessment" (the "Due Date").
3. Unit owners may pay the annual assessment in 12 equal monthly installments. Unit owners may make arrangements with the managing agent to pay the monthly assessments through a direct debit program. If unit owners choose not to pay the monthly assessments through the direct debit program, they must ensure that the Association receives payment on or before the Due Date. Any payment that is not received by the Association within ten (10) days of the Due Date shall be considered "delinquent". If an account becomes "delinquent", the Association shall impose a late charge of \$50.00 on the account for each installment or other payment of assessments that is delinquent and the managing agent will send a reminder notice to the unit owner, the cost of which shall be assessed against the owner's account.
4. If the unit owner fails to pay any assessment payment by the forty-fifth (45<sup>th</sup>) day after the Due Date, the managing agent shall send the account to the Association's counsel for collections. Before doing so, the Association shall add a cost of collection charge of \$25.00 to the account and shall accelerate the balance of the account for the remainder of the fiscal year.
5. Counsel for the Association shall be authorized to record and foreclose on liens, and to file suits on behalf of the Association to collect all delinquent sums. Counsel for the Association shall add all attorneys' fees and court costs to the account of the delinquent unit owner.
6. If a unit owner submits a check to the Association, which fails to clear the unit owner's account, the Association shall add a \$35.00 charge to the account.
7. In all lawsuits or liens, the Association shall claim interest on all principal sums due at a rate of fifteen percent (15%) per annum from the date payment became due.
8. For bookkeeping purposes, the Association shall apply payments received from delinquent unit owners in the following order:
  - a. Any legal fees or costs of collection;

- b. Late charges and interest;
  - c. All other incidental charges or fees for collection incurred by Association;
  - d. Any and all Special Assessments; and
  - e. The Annual Assessments.
9. If a unit owner's assessment account becomes more than sixty (60) days past due, the Board of Directors shall determine whether or not to suspend all of the Unit Owner's rights and privileges, including, but not limited to, the right to vote and the right to park their vehicles in the common element parking lots. The suspension shall remain in effect until the unit owner pays all amounts due. The managing agent shall send a notice via Certified Mail, Return Receipt Requested, of the suspension and shall advise the unit owner of his or her due process rights under the governing documents and Virginia law. If any unit owner wants to contest a suspension or explain any matter relative to an account, he or she may request a hearing with the Board of Directors in writing. Upon receipt of a request for a hearing, the Board will schedule a hearing and notify the unit owner in writing of the date and time of the hearing.
10. This Administrative resolution supercedes and replaces all prior administrative resolutions and policy resolutions relating to assessment collection procedures.

The effective date of this Resolution shall be the 1<sup>ST</sup> of OCTOBER, 2003.

**WINDSOR PLAZA CONDOMINIUM  
ASSOCIATION, INC.**

By: Jeffrey Green  
Jeffrey Green, President