

COLLECTION OF UNPAID ASSESSMENTS

1. **Due Dates.**
 - a. **Base Assessments.** Base Assessments shall be due and payable in equal quarterly installments due on the first day of the quarter.
 - b. **Special Assessments.** Special Assessments, if any, shall be due and payable in such manner and at such times as determined by the Board following adoption thereof, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.
 - c. **Specific Assessments.** Specific Assessments shall be due and payable five (5) days following receipt of notice thereof by an Owner, unless the Board specifies otherwise.
2. **Late Charges and Interest Charges.** Assessments or other charges not paid to the Association by the tenth (10th) day following the due date thereof shall be considered past due and delinquent. The Association shall be entitled to impose a late charge of twenty dollars (\$20.00) on each past due and delinquent Assessment. If any Assessment is not paid within thirty (30) days after its due date, the amount due shall bear interest at a rate of eighteen percent (18%) per annum from the due date until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.
3. **Return Check Charges.** A twenty dollar (\$20.00) fee shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two (2) or more of an owner's checks are returned unpaid by the bank within any twelve (12) month period, the Association may require that all of the owner's future payments, for a period of one (1) year, be made by certified check or money order.
4. **Referral of Delinquent Accounts.** The Association may, at any time, at its option, refer delinquent accounts to its attorneys and/or assign such accounts to collection agencies. After consultation with the Board of Directors or the Association's managing agent, the Association's attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent Owner's Lot. The Association shall be entitled to recover its attorneys' fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner.
5. **Application of Payments made to the Association.** The Association reserves the right to apply all payments received on account of any owner first to payment of any and all legal fees and costs {including attorneys' fees}, then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such owner, and any remaining amounts shall be applied to the assessments due with respect to such Owner.

6. **Waivers.** The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances. The granting of a waiver for any particular delinquency shall not require the Association to grant a waiver for any future delinquency for the same or another Owner.

7. **Delinquencies Constitute Covenant Violations.** Any delinquency in the payment of Assessments shall constitute a violation of the Declaration, and following notice and an opportunity to be heard, the Association shall be entitled to impose sanctions on the delinquent owner consistent with the Association's policy regarding "Enforcement of Covenants and Rules, Including Notice and Hearing Procedures and the Schedule of Fines".