

**CROSS CREEK II MASTER ASSOCIATION, INC.
COLLECTION POLICY**

WHEREAS, The Board of Directors of the Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to the Governing Documents; and

WHEREAS, from time to time homeowners become delinquent in their payment of these Assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS, the Board has retained the Association's attorneys for their experience on representing homeowners association in collection matters; and

WHEREAS, the Board has directed the Association's attorneys to represent the Association in the manner outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Association's attorneys shall pursue all collection and other matters which the Board, acting through the managing agent, may from time to time refer to them and to provide any advice and counsel which the Board may from time to time require:

1. Pursuant to the Governing Documents, any assessment account which is not paid in full within thirty (30) days of the due date, said due date being established by the Board of Directors, shall bear interest at the rate of 18% per annum.
2. If an Assessment is not paid within thirty (30) days of the due date, it shall be deemed a delinquent Assessment. The management company shall send a Delinquent Assessment Notice to any owner who is delinquent. The delinquent owner shall be given thirty (30) days, from the date of the Delinquent Assessment Notice, to pay the delinquent Assessment owed the Association. The Notice shall be mailed to the delinquent owner via US Regular First Class Mail to the address on record with the Association.
3. If the delinquent Assessment remains unpaid after the thirty (30) day Delinquent Assessment Notice is mailed, the account shall be referred to Association's counsel for collection.
4. When a matter is referred to Association's counsel for collection, the law firm shall send an initial forty-five (45) day Intent to Lien demand letter as is required by Fla.Stat. §720.3085. If the delinquent balance, inclusive of all attorneys' fees, court

costs and other authorized Association expenses, is not paid within forty-five (45) days, a Claim of Lien shall be automatically prepared by counsel for the Association and executed by the firm. The executed Claim of Lien shall be forwarded for recording to the Official Records of Hillsborough County, Florida.

5. When the recorded Claim of Lien is returned to counsel, the attorney shall mail a forty-five (45) day Intent to Foreclose demand letter to the delinquent owner, with a copy of the recorded Claim of Lien, as required by Fla.Stat. §720.3085.
6. If the delinquent balance, inclusive of all attorneys' fees, court costs and other authorized Association expenses is not paid within forty-five (45) days, the attorney shall mail a Final ten (10) day Intent to Foreclose Demand Letter to the delinquent owner.
7. Prior to initiating a lien foreclosure action, the attorney shall request instruction from the Board of Directors to determine whether a lien foreclosure action is authorized. The Board of Directors shall provide written authorization to the attorney to foreclose the lien via a vote of the Board of Directors at a duly noticed board meeting. No foreclosure of the lien may proceed without the affirmative vote of the Board of Directors.
8. As required by law, any payment received by the Association shall be applied first to any interest accrued, then to any actual cost and reasonable attorneys' fees incurred in collection, then to the delinquent assessments.
9. If it is determined that the unit of a delinquent owner is occupied by a tenant, the Association may instruct Association counsel, in lieu of, or in conjunction with, a lien foreclosure action, to demand that the tenant pay to the Association all subsequent rental payments and continue to make such payments until all of the monetary obligations of the unit owner related to a particular unit have been paid in full to the Association as allowed per by Fla.Stat. §720.3085. After payments received from the tenant satisfy all monetary obligations due from the unit owner, the Association shall release the tenant from further obligation to pay rental payments to the Association.
10. After a delinquent account is referred to legal counsel for collection, any communication from the owner or tenant shall be directed to legal counsel who will communicate directly with the unit owner or the tenant.
11. Before a lien foreclosure action is filed, delinquent owners may petition, in writing, to the Board of Directors or directly to the law firm, a payment plan to include the following:
 - A. A down payment equal to or greater than 25% of the total balance due. (Balance due includes but is not limited to assessments, interest, late fees, and attorneys' fees).

- B. After application of the down payment, the remaining balance shall be paid over a period of time not exceeding six (6) equal monthly payments to bring the account current. The due dates for the monthly payments shall be agreed upon between the homeowner and the attorney and will be late the fifth day after the due date of each payment. Any payment plan having two (2) consecutive missed payments shall be deemed in default and automatically removed from the payment plan.
- C. The delinquent homeowner shall also be responsible for future association assessments, in addition to payment plan payments.
12. This collection policy supersedes any previous collection policy both past and present.

POLICIES:

The following policies shall apply to all delinquent accounts turned over to the Association's attorneys for collection:

1. All contacts with a delinquent homeowner shall be handled through the Association's attorneys. Neither the managing agent nor any Association officer or director nor member shall discuss the collection of the amount directly with a homeowner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current, unless otherwise agreed to by counsel on behalf of the Board of Directors, and management.
3. The Association's attorneys' legal fees and actual costs shall be assessed against each delinquent parcel and its owner when the account is turned over to the Association's attorneys for collection.

IN WITNESS WHEREOF, the Board of Directors has approved the provisions hereof on June 19, 2020, at a duly called meeting of the Board at which a quorum was present.


President


Secretary