

Assessment Collection Policy

Adopted the 4th day of May, 2023

Policy Objective

The collection of assessments pursuant to the Siena Estates POA, Inc. Declaration of Covenants, Conditions and Restrictions ("Declaration") and this Assessment Collection Policy will be governed by the following objective:

The Association will pursue collection of all assessments, late fees, and all related costs of collection, including but not limited to, lien fees and attorneys' fees. Fines will be collected in the manner as authorized by law.

Ownership Interests

All persons who are Owners of a lot as of the date an assessment becomes due are jointly and severally liable personally for payment of the assessment. This personal obligation to pay an assessment does not pass to the Successors in Title of the Owners (but the Association's automatic lien runs with the property). As used herein, the term "Delinquent Owner" refers to all persons, whether one or more, who held title to a lot on the date an assessment became due, and who have unpaid assessments and related amounts. Unless expressly noted otherwise, the "Owner" refers to all Owners of a lot.

Due Dates

The due date for a given assessment shall be as prescribed in the applicable assessment billing notice and is referred to in this Assessment Collection Policy as the "Due Date." For imposition of late fees, assessments are delinquent if not paid within thirty days of the Due Date. In addition to late fees, the Association will impose interest on delinquent amounts.

Late Fees, Interest, Handling Charges and Returned Checks

In order to recoup costs associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy and as set forth in the Declaration, secured by the assessment lien and the personal obligation of the Delinquent Owner:

- (a) Any handling charges, administrative fees, postage, or other collection costs or expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the delinquency date.
- (b) A reasonable charge, as determined by the Board from time to time, will become due and payable for any check tendered to the Association that is dishonored by the drawee of such check, the charge being in addition to any other fee or charge passed on by a financial institution.
- (c) A late charge of \$25.00 on the unpaid assessment and 1% of the delinquent assessment per month.

- (d) Lien fees, if a notice of lien is prepared or recorded.
- (e) Attorneys' fees and costs.
- (f) Any fee or charge becoming due and payable pursuant to this paragraph will be added to the amount outstanding and is collectible to the same extent and in the same manner as the delinquent assessment.

Application of Funds Received

Unless otherwise directed in writing by the payee, and consistent with applicable law, all funds received by the Association will be applied to amounts outstanding to the extent of and in the following order:

- (a) First, to assessments;
- (b) Second, to late fees and interest on those late assessments;
- (c) Third, to collection fees and attorneys' fees and costs the Association has incurred and related to the unpaid assessments;
- (d) Fourth, to other unpaid fees, charges and fines or interest and late charges on any of those amounts.

Ownership Records and Notice

All collection notices and communications will be directed to those persons shown by the Association's records as being the Owner of the property for which assessments are due and will be sent to the most recent address of Owner on record. Any notice or communication so made will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until the Association receives written notice of any change in the identity or address of Owner.

Notification to Owner of Delinquency

- (a) Late Notice. Payment by an Owner is delinquent if it is unpaid thirty or more days after the due date. A late notice will be sent and the account will be charged a \$25.00 late charge and 1% of the delinquent assessment per month.
- (b) Pre-Lien Demand. No sooner than sixty days beyond the due date, the Association will send a demand letter to the delinquent Owner making formal demand for immediate payment for all outstanding amounts ("Demand Lien Letter"). All fees and collection costs associated with the demand lien letter will be charged to the Delinquent Owner's account. Fees for this letter are a cost of collection and per the terms of the Declaration, not only the personal obligation of the Owner, but also secured by the assessment lien.
- (c) Notice of Lien. No sooner than ninety days after the due date, where an Owner has failed to pay in full the delinquency secured by the assessment lien, the Association may cause to be prepared and recorded with the Taney County Recorder's Office against title to the Owner's property a written notice of lien ("Notice of Lien").
- (d) Other Notifications. After ninety days, the Association's legal counsel may, at the direction of the Board, pursue other legal remedies available to collect delinquent assessments, including, without limitation, personal judgment suits or an action to foreclose the assessment lien. Prior to instituting litigation related to the

delinquency, the Association's legal counsel will send a letter to the Delinquent Owner's address of record with the Association. A fee can be charged to the Owner's account for transferring the collection file to the Association's legal counsel.

Other Considerations

The Association, through the Board of Directors, reserves the right to consider legitimate hardships and other circumstances and may work with Delinquent Owners via payment plans. Exercising this discretion will not serve to waive or modify the Association's rights under this policy or foreclose the exercise of those rights with regard to any Owner.

Adopted by the Board of Directors of the Siena Estates POA, Inc. at a duly called meeting on the

4th day of May, 2023.

The Assessment Collection Policy is APPROVED.

Diana Leslie Signature/Date 05/04/2023
Diana Leslie Name/Title President

Cyndi W. DeWitt Signature/Date May 4, 2023
Cyndi W. DeWitt Name/Title Secretary

Gregory A. Piper Signature/Date 5/4/2023
Gregory A. Piper Name/Title Treasurer

Charles Schmidt Signature/Date MAY 4, 2023
CHARLES SCHMIDT Name/Title Director

Signature/Date _____

Name/Title _____