

BOARD OF DIRECTORS OF
THE DALE CITY T-7B-1 HOMEOWNERS ASSOCIATION
POLICY RESOLUTION # 2016-001

WHEREAS, Section 55-515 of the Virginia Property Owners' Association Act ("**Act**") charges all lot owners and their tenants, guests and invitees with compliance with the Declaration of Covenants, Conditions and Restrictions of The Dale City T-7B-1 Homeowners Association, Inc. recorded in Deed Book 1167 at page 1850, and the Declaration of Covenants, Conditions and Restrictions of The Dale City T-7B-2 Homeowners Association, Inc., recorded in Deed Book 1264 at page 1629, all among the land records of Prince William County, Virginia (collectively, the "**Declaration**"); and

WHEREAS, the Declaration establishes The Dale City T-7B-1 Homeowners Association, Inc., successor by merger to the Dale City T-7B-2 Homeowners Association, Inc. (the "**Association**") for the purposes of administering the property submitted to the Declaration (the "**Property**"); and

WHEREAS, Article V, Section 1 of the Association's Bylaws ("**Bylaws**") states that the affairs of the Association shall be managed by the Board of Directors ("**Board**"); and

WHEREAS, Section 55-513 of the Act and Article VIII of the Association's Bylaws provides that the Board shall have the power to adopt and publish rules and regulations governing the use of the Common Area (the "**Rules and Regulations**"), to enforce the Rules and Regulations, and to establish penalties for the infraction thereof; and

WHEREAS, Article VI, Section 1(c) of the Declaration gives the Association the right as further set forth in Article III, Section 2 of the Bylaws, to assess charges against any member for any violation of the Declaration or Rules and Regulations and to suspend the enjoyment rights in the Common Areas (as such term is defined in the Declaration) of any member for any period not to exceed thirty (30) days for any infraction of the Rules and Regulations, and for any period during which any member is delinquent in the payment of any annual or special assessment levied by the Association; and

WHEREAS, the Board has determined it to be in the best interest of the Association and its members to establish parking and vehicle control regulations, which designate certain rules and regulations governing parking and vehicles on the Property and establishes an enforcement procedure for violation of said rules and regulations; and

WHEREAS, the Board of Directors has identified a need to adopt orderly procedures for the collection of all assessments;

NOW, THEREFORE, BE IT RESOLVED THAT the Assessment Collection Policy attached hereto as Addendum 1 and made part hereof is hereby adopted.

This resolution shall become effective on 5/1/16.

DALE CITY SECTION T-7B-1 HOMEOWNERS ASSOCIATION
Resolution Action Record

Resolution No. 2016-001

Pertaining to: Adoption of the Assessment Collection Policy

Duly adopted at a meeting of the Board of Directors held 4/19/2016

Motion by: Marilyn Burke Seconded by: Wael Almasraji

VOTE:

Position	Name	Signature	Yes	No	Abstain	Absent
<u>President</u>	<u>Marilyn Burke</u>	<u>Marilyn Burke</u>	☒	☐	☐	☐
<u>V. President</u>	<u>Colonie Johnson</u>	<u>Colonie Johnson</u>	☒	☐	☐	☐
<u>Secretary</u>	<u>Paul Ann</u>	<u>Paul Ann</u>	☒	☐	☐	☐
<u>Treasurer</u>	<u>Paul Ann</u>	<u>Paul Ann</u>	☒	☐	☐	☐
<u>Director</u>	<u>Sandra</u>	<u>Sandra</u>	☒	☐	☐	☐
<u>Director</u>	<u>Katherine Valladares</u>	<u>K. Valladares</u>	☒	☐	☐	☐
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ATTEST:

Paul Ann
 Secretary

4/19/2016

Resolution effective: 5/1/16

I. SCOPE

- A. This Assessment Collection Policy (the “**Policy**”) incorporates all rights, rules and restrictions related to the collection of Assessments, as such term is defined below and as further set forth in the Declaration of Covenants, Conditions and Restrictions of the Dale City Section T-7B-1 Homeowners Association, Inc. and in the Declaration of Covenants, Conditions and Restrictions of the Dale City Section T-7B-2 Homeowners Association, Inc., collectively referred to herein as the “**Declaration**”. Dale City Section T7-B1 Homeowners Association Inc. is successor by merger to Dale City Section T7-B2 Homeowners Association, Inc., referred to herein as the “**Association**”. In the event this Policy is found to be in conflict with the Declaration or Bylaws of the Association (the “**Bylaws**”), as amended, the Declaration and then the Bylaws shall take precedence.
- B. This Policy is adopted and published by Board Resolution # 2016, ⁶⁰¹ and incorporates and supersedes all prior rules, regulations and policies related to the collection of assessments. The Board reserves the right to amend all or a portion of this Policy from time to time by Board Resolution.
- C. In the event any provision of this Policy shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
- D. This Policy is to be implemented concurrently with any rights, rules and regulations pertaining to the collection of Assessments as set forth in the Code of Virginia, Title 55, Chapter 26, as amended from time to time.

II. DEFINED TERMS

- A. Annual Assessment: Shall mean that certain assessment or charges set forth in Article VII, Section 1 (1) of the Declaration.
- B. Assessment: Shall mean collectively: i) the Annual Assessment; ii) any Special Assessment; iii) any interest on the assessments set forth in i) and ii) above; iv) any costs of collection that may arise pursuant to Section III G below; v) any **Late Fee**, as set forth in Section III D below; vi) any **Returned Check Fee**, as set forth

in Section III C below; vii) any **Administrative Fee**, as set forth in Section III G and Section IV B below; viii) any **Violation Charge**, as set forth in Section III H below.

- C. Delinquent: Shall mean any Assessment due and owing beyond the date such Assessment is deemed due pursuant to this Policy or as set forth in a Notice specifically related to such Assessment or any portion thereof. The Association may, but is not required, to notify a Member when an Assessment or portion thereof becomes Delinquent.
- D. Lot: Shall be as defined in Article I, Section 1 (d) of the Declaration.
- E. Management Agent: Shall mean and include that certain management company, its employees or designated agents, contracted by the Association pursuant to a management contract approved by the Board for purposes of providing management services to the Association. The Management Agent, if applicable, shall be the designated representative of the Association and shall have the power to enforce this Policy.
- F. Member: Shall be as defined in Article I, Section 1 (f) of the Declaration.
- G. Notice: Shall mean any written notice provided by the Association or Management Agent to a Member via hand delivery or first class US Mail at said Member's address of record of the amount and due date of an Assessment. Notice shall be deemed delivered and accepted by the Member on the third (3rd) business day following the date of said Notice. All Notices set forth herein shall constitute a demand for payment unless otherwise set forth therein.
- H. Policy: Shall mean this Assessment Collection Policy adopted by Resolution of the Board, as may be amended from time to time by Resolution of the Board.
- I. Special Assessment: Shall mean those certain special assessments for capital improvements set forth in Article VII, Section 1 (2) of the Declaration.

III. PAYMENT OF ANNUAL ASSESSMENT

- A. Annual Assessment's shall be paid in advance and are due in full each year on January 1st. Members may prepay the Annual Assessment at any time preceding the January 1st date.
- B. For purposes of convenience only, the Association will accept payment of the Annual Assessment in four (4) quarterly installments on the first (1st) day of each quarter during the year of the date on which the Annual Assessment is due in full (i.e. January 1st, April 1st, July 1st and October 1st). The Association's acceptance of installment payments is at the Association's sole discretion, and subject to acceleration upon written notice as further set forth herein.
- C. Returned Check Fees: Members may pay Assessments by cash, personal or certified check or other draft. Any payment of Assessments that is returned or rejected by the bank upon which it is drawn due to insufficient funds or other reason of denial shall immediately cause a Returned Check Fee in the amount of Thirty-Five Dollars (\$35.00) to be added to the Assessment. In the event a Member incurs two or more Returned Check Fees the Association in its sole discretion may require any or all future Assessments to be paid by certified funds.
- D. Late Fees: Any Assessment remaining due and owing by the close of business on the last day of the first month of the billed quarter is Delinquent and shall automatically have a Late Fee in the amount of Ten Dollars (\$10.00) added thereto.
- E. Acceleration: The Association, in its sole discretion, may accelerate the due date of any Assessment remaining due and owing by the close of business on the sixtieth (60th) day such Assessment is Delinquent. The Member's Assessment shall become immediately due and owing upon Notice.
- F. Interest: Any portion of an Assessment that is due and owing on the last day of the first month of the billed quarter shall immediately begin incurring interest from that date at the rate set forth in Article XII, Section 9 of the Bylaws, as may be amended from time to time.
- G. Collections: The Association, in its sole discretion, may refer any Delinquent Assessment to legal counsel for collection. In the event a Delinquent Assessment is referred to legal counsel for collection, an Administrative Fee of Fifty Dollars

(\$50.00) and all attorney's fees and costs of collection shall automatically be added to the Assessment.

- H. Suspension of Association / Common Area Privileges and Violation Charges: The Association, pursuant to the Code of Virginia Section 55-513, as may be amended from time to time, shall have the power to suspend a Member's right to use facilities or services provided directly through the Association and to assess charges (a "**Violation Charge**") against any Member for any violation of the Declaration or Rules and Regulations, as further set forth in the aforementioned Code.

IV. NOTICE OF ASSESSMENT

- A. Notice of the Annual Assessment due in quarterly increments shall be mailed to all Members of record on or around the first day of the billed quarter, and shall be considered Delinquent if payment in full is not received by the last day of the first month of the billed quarter. Notice shall be mailed via first class US Mail to the Members' address recorded on the Association's books as of the date of the mailing.
- i. Members are responsible for providing the Association with written notice of any change of mailing address (if different than the address of the Member's Lot), and notice of their mailing address within thirty (30) days after purchase of any Lot.
 - ii. A Member's failure to notify the Association of a change of mailing address will not relieve a Member of the obligation to pay the quarterly increment of the Annual Assessment by the due date. It is the Member's sole responsibility to ensure the amount of the Annual Assessment then due and owing, date such Assessment is due and where payment should be directed.
- B. Delinquent Notice: The Association or Management Agent may provide Notice to any Member whose Assessment balance is Delinquent.
- C. 60-Day Notice: The Association or Management Agent may provide Notice to any Member whose Assessment is Delinquent in excess of sixty (60) days. An Administrative Fee in the amount of Thirty-Five Dollars (\$35.00) will automatically be added to such Delinquent Assessment. Such 60-Day Notice shall be sent certified mail, return receipt requested, and shall constitute the Association's final demand for payment of the Assessment and may note that the

Assessment is subject to acceleration as set forth in Section III E above, interest as set forth in Section III F above, a lien being filed, referral to legal counsel for collection as set forth in Section III G above; and suspension of the use, services and privileges provided by the Association and/or Common Area and violation charges as set forth in Section III H above.

**V. ANNOTATIONS ON
PAYMENTS AND APPLICATION
OF PAYMENTS**

Payments received towards the Unit Owner's Assessment shall be credited in the following order of priority:

- A. Charges for attorney fees and court costs; then
- B. Interest, Late Fees, Insufficient Funds Fees; then
- C. Remainder of the Assessment.