ALDEA MAR CONDOMINIUM ASSOCIATION, INC.

2024 DELINQUENT ASSESSMENT COLLECTION POLICY

WHEREAS, ALDEA MAR CONDOMINIUM ASSOCIATION, INC. ("Association") is a Florida Not for Profit Corporation and the Condominium Association responsible for operating and administering **ALDEA MAR, A CONDOMINIUM** ("Condominium"), located in Sarasota County, Florida; and

WHEREAS, to efficiently and effectively perform its contractual duties and its statutory functions, it is imperative that Unit Owners timely remit payment of all annual assessments and special assessments to the Association; and

WHEREAS, the Amended and Restated Declaration of Condominium of **ALDEA MAR, A CONDOMINIUM**, recorded at Official Records Instrument Number 2013031977 of the Public Records of Sarasota County, Florida ("Declaration"), as well as the Amended and Restated Articles of Incorporation, the Amended and Restated Bylaws, and Chapter 718, Florida Statutes, all provide the Association various collection rights and remedies to ensure that Unit Owners timely remit payment, and the Board of Directors desires to adopt a clear collection policy so that its Unit Owners will be encouraged to timely remit payment and provide remedies in the event an Owner fails to timely satisfy his or her financial obligations to the Association; and

WHEREAS, Section 9 of the Declaration authorizes the Association's Board of Directors to establish assessments, their due dates, and charge interest and late fees on delinquent assessments; and

WHEREAS, the Board of Directors of the Association desires to adopt a uniform and systematic procedure to collect delinquent assessments and other charges of the Association.

NOW THEREFORE, the Association's Board of Directors hereby approves and adopts the following **2024 Delinquent Assessment Collection Policy** ("Policy") and hereby directs its managers, attorneys, agents, representatives, and employees to comply with the following procedures to collect delinquent assessments and special assessments:

1. **Due Date and Grace Period.** The annual assessment shall be due and payable in four (4) equal installments, due and payable in full on the first day of each calendar quarter (January, April, July, October). Owners shall be provided a grace period of ten (10) calendar days to pay their quarterly assessment to the Association. Assessments and other charges not paid to the Association on or before the 10th day of each quarter shall be considered past due and delinquent. Special assessments shall be due and payable on the date(s) and in the amount(s) established by the special assessment resolution adopted by the Board of Directors. **NO PAYMENT BY CHECK IS DEEMED RECEIVED UNTIL THE CHECK HAS CLEARED**. ****The Association shall send a reminder letter to the Owners and the letter shall include the amounts currently due. The letter will inform the owner that late fees and interest added. ****

2. **Late Fees.** Once a payment is past due and delinquent, the Association shall charge a late fee in an amount of 5% of each installment of the assessment for which payment is late.

3. **18% Interest.** If an assessment is past due and delinquent, the Association shall also charge interest at the highest rate permitted by Florida law, currently the rate of eighteen percent (18%) per year.

4. **Application of Payments.** Pursuant to the applicable provisions of the Condominium Act, any partial payment received by the Association or its agents will be applied to the Owner's account in the following order: (1) accrued interest, (2) late fees, (3) costs of collection, (4) attorney's fees incurred incident to collection, and then to the (5) oldest delinquent assessment, per Section 718.116, Florida Statutes.

5. **No Restrictive Endorsements.** The application of payment provision above is applicable notwithstanding any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. As such, the Association, its agents, and attorneys shall accept any payments tendered by the Unit Owner and apply said payments to the Unit Owner's account with the Association. If the account has been turned over to the Association's attorney, the manager or agent shall accept the payment and then promptly notify the Association's attorney of the date and amount of the payment.

6. **30-day – 2nd Friendly Reminder.** On or after ***thirty (30) calendar days*** after the date the assessment is first due, the Association or its agent will mail a 30-day Friendly Reminder to each Unit Owner whose assessment payment has not been timely received by the Association. The Reminder will specify the amount owed the Association and provide the unit owner an opportunity to pay the amount owed without the assessment of attorney/collection fees. The Letter must be sent by first-class United States mail to the unit owner at his or her last address as reflected in the Association's records and, if such address is not the Unit address, must also be sent by first-class United States mail to the Unit address. Notice is deemed to have been delivered upon mailing as required herein or Florida law. A rebuttable presumption that the Association mailed a notice in accordance with this subsection and Florida law is established if a Board member, officer, or agent of the Association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such mailing. The Letter will be in substantially the following form:

RE: Aldea Mar Condominium Association, Inc.

The following amounts are currently due on your account to Aldea Mar Condominium Association, Inc., and must be paid within 30 days of the date of this letter. This letter shall serve as the Association's notice of its intent to proceed with further collection action against your property no sooner than 30 days of the date of this letter, unless you pay in full the amounts set forth below:

Maintenance due *(insert dates)*	$ ________
Late fee, if applicable	$ ________
Interest through *(insert dates)* *	$ ________
TOTAL OUTSTANDING	$ ________

**** Interest accrues at the rate of 18 percent per annum.***
The Owner will be responsible for all attorney and/or collection agency fees.

7. **60-Day Notice of Late Assessment**: On or after sixty (60) calendar days after the assessment is first due, the Association or its agent will mail a Notice of Late Assessment (NOLA) to each Owner whose assessment payment has not been received by the Association. The NOLA letter must be in substantially the form indicated above under #6. A rebuttable presumption that the Association mailed a notice in accordance with this subsection and Florida law is established if a Board member, officer, or agent of the Association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such mailing. A Notice of Intent to File a Lien will accompany this NOLA.

8. **90-Day – A Lien will be Filed against the property.**

9. **120 - Day Foreclosure on Lien and Personal Money Judgment.** If the Unit Owner does not pay all amounts due as directed on the Notice of Intent to Foreclose letter, the attorney /Collection Agency shall forthwith prepare and file a lawsuit seeking to foreclose the lien on behalf of the Association and/or seek a personal money judgment against the Owner, unless the Association decides after consulting with its attorney that the filing of such a lawsuit is not in the Association's interests. The purpose of the foreclosure lawsuit is to sell the Condominium Unit (even if it is the owner's homestead) to the highest bidder at a judicial foreclosure sale. Upon full payment of all amounts due to the Association, the Association's attorney shall promptly prepare and the Association shall execute and record a satisfaction of claim of lien in the public records and/or dismiss the foreclosure lawsuit.

10. **Suspend Voting Rights.** The Association, at a properly noticed Board meeting, will suspend the voting rights of a Unit Owner due to the nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than $1,000 and more than 90 days delinquent. Proof of such obligation will be provided to the Unit Owner 30 days before such suspension takes effect. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

11. **Suspend Common Element Use Rights.** If a Unit Owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association will suspend, at a properly noticed Board meeting, the right of the Unit Owner and/or the Unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. Upon approval, the Association will notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

12. **Director Disqualification.** Any Owner who is delinquent in the payment of any fee, fine, or special or regular assessment is not eligible to be elected or appointed to the Board of Directors or to continue to serve on the Board of Directors.

13. **Seize Rent and/or Disapproval of Tenants.** If the Unit is occupied by a tenant and the Owner is delinquent in paying any monetary obligation to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the Unit have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy in the Lot. If the tenant fails or refuses to do so, the Association will promptly institute eviction proceedings against the tenant. If an Owner is delinquent in the payment of an assessment at the time the Association's approval of a lease is sought, the Association may disapprove any proposed tenant, as more fully provided in Section 718.116(4), Florida Statutes.

14. **Acceleration.** In the event Assessments against a Unit are not paid within ninety (90) days after their due date, the Association may, after written notice to the Unit Owner, elect to declare all past due installments of assessments and all assessment installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the Association shall have the right to foreclose its lien for such Assessments.

15. **Waiver or Abandonment.** The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the Unit for which assessments are made.

16. **Insufficient Funds Check**. In the event that any payment by check made by an Owner is not honored by the Owner's bank, the Association will charge the Owner the maximum fee allowed by Florida Statutes. The amount of such fee will be added to any other amounts due to the Association.

17. **Settlement and Deviation.** Based on good and sufficient cause presented by the Unit Owner or the Owner's representative, the Association's Board of Directors may elect to negotiate and settle any disputed collection matter on payment terms and with such written agreements as deemed reasonable and acceptable to the Association; however, the Association shall not waive assessments or fail to charge interest on delinquent assessments. The Association may also deviate from the procedures contained in this Collection Policy as it determines to be appropriate and necessary based on the unique facts and circumstances of each collection matter.

18. **Bankruptcy of Unit Owner.** Upon learning that a Unit Owner has filed for or is in bankruptcy, the Association shall immediately stop all collection activities and efforts against the Unit Owner and/or the Owner's assets (for example, the unit). The Association shall also immediately notify its manager, agents, representatives, employees and attorneys of the Owner's bankruptcy and advise them to stop all collection activities and efforts.

19. **Florida Consumer Collection Practices Act §559.72.** When collecting consumer debts, the Association and its agents shall act in strict accordance with Section 559.72, Florida Statutes. The Association hereby directs its agents, representatives and attorneys to review and strictly comply with the requirements of Section 559.72, Florida Statutes, when attempting to collect consumer debts on behalf of the Association. Section 559.72, Florida Statutes, provides in pertinent part as follows:

In collecting consumer debts, no person shall:

(1) Simulate in any manner a law enforcement officer or a representative of any governmental agency.
(2) Use or threaten force or violence.
(3) Tell a debtor who disputes a consumer debt that she or he or any person employing her or him will disclose to another, orally or in writing, directly or indirectly, information affecting the debtor's reputation for credit worthiness without also informing the debtor that the existence of the dispute will also be disclosed as required by subsection (6).
(4) Communicate or threaten to communicate with a debtor's employer before obtaining final judgment against the debtor, unless the debtor gives her or his permission in writing to contact her or his employer or acknowledges in writing the existence of the debt after the debt has been placed for collection. However, this does not prohibit a person from telling the debtor that her or his employer will be contacted if a final judgment is obtained.
(5) Disclose to a person other than the debtor or her or his family information affecting the debtor's reputation, whether or not for credit worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false.
(6) Disclose information concerning the existence of a debt known to be reasonably disputed by the debtor without disclosing that fact. If a disclosure is made before such dispute has been asserted and written notice is received from the debtor that any part of the debt is disputed, and if such dispute is reasonable, the person who made the original disclosure must reveal upon the request of the debtor within thirty (30) days the details of the dispute to each person to whom disclosure of the debt without notice of the dispute was made within the preceding ninety (90) days.
(7) Willfully communicate with the debtor or any member of her or his family with such frequency as can reasonably be expected to harass the debtor or her or his family, or willfully engage in other conduct which can reasonably be expected to abuse or harass the debtor or any member of her or his family.
(8) Use profane, obscene, vulgar, or willfully abusive language in communicating with the debtor or any member of her or his family.
(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.
(10) Use a communication that simulates in any manner legal or judicial process or that gives the appearance of being authorized, issued, or approved by a government, governmental agency, or attorney at law, when it is not.

(11) Communicate with a debtor under the guise of an attorney by using the stationery of an attorney or forms or instruments that only attorneys are authorized to prepare.
(12) Orally communicate with a debtor in a manner that gives the false impression or appearance that such person is or is associated with an attorney.
(13) Advertise or threaten to advertise for sale any debt as a means to enforce payment except under court order or when acting as an assignee for the benefit of a creditor.
(14) Publish or post, threaten to publish or post, or cause to be published or posted before the general public individual names or any list of names of debtors, commonly known as a deadbeat list, for the purpose of enforcing or attempting to enforce collection of consumer debts.
(15) Refuse to provide adequate identification of herself or himself or her or his employer or other entity whom she or he represents if requested to do so by a debtor from whom she or he is collecting or attempting to collect a consumer debt.
(16) Mail any communication to a debtor in an envelope or postcard with words typed, written, or printed on the outside of the envelope or postcard calculated to embarrass the debtor. An example of this would be an envelope addressed to "Deadbeat, Jane Doe" or "Deadbeat, John Doe."
(17) Communicate with the debtor between the hours of 9 p.m. and 8 a.m. in the debtor's time zone without the prior consent of the debtor.
(a) The person may presume that the time a telephone call is received conforms to the local time zone assigned to the area code of the number called, unless the person reasonably believes that the debtor's telephone is located in a different time zone.
(b) If, such as with toll-free numbers, an area code is not assigned to a specific geographic area, the person may presume that the time a telephone call is received conforms to the local time zone of the debtor's last known place of residence, unless the person reasonably believes that the debtor's telephone is located in a different time zone.
(18) Communicate with a debtor if the person knows that the debtor is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the debtor's attorney fails to respond within 30 days to a communication from the person, unless the debtor's attorney consents to a direct communication with the debtor, or unless the debtor initiates the communication.
(19) Cause a debtor to be charged for communications by concealing the true purpose of the communication, including collect telephone calls and telegram fees.

IN WITNESS WHEREOF the undersigned hereby certifies that the Board of Directors of **ALDEA MAR CONDOMINIUM ASSOCIATION, INC.**, duly-adopted the above 2024 Delinquent Assessment Collection Policy on this 4th day of December, 2024, at a duly-noticed meeting of the Board of Directors and shall be effective on an even date herewith

ALDEA MAR CONDOMINIUM ASSOCIATION, INC.

Sign: Gordon Ash

(CORPORATE SEAL) Print: Gordon Ash, President

Attest: Robert D. Crowell

Print: ROBERT D. CROWELL, Secretary