THE AMBERLEA AT SOUTH RIDING
CONDOMINIUM UNIT OWNERS ASSOCIATION

Policy Resolution No. 2026-12
(supersedes 04-01)

(Procedures Relative to Collection of Assessments)

WHEREAS, Article 3, Section 3.1 of the Bylaws of The Amberlea at South Riding Condominium (the "Bylaws") provides that the Board of Directors (the "Board") shall have all of the powers and duties necessary for the administration of the affairs of The Amberlea at South Riding Condominium Unit Owners Association (the "Association") and may do all such acts and things as are not by the Condominium Act (the "Act") or by the Condominium Instruments required to be exercised and done by the Association; and

WHEREAS, Article 3, Section 3.1(b) of the Bylaws provides that the Board shall make assessments against unit owners to defray the costs and expenses of the Condominium, establish the means and methods of collecting such assessments from the from the unit owners and establish the period of the installment payment of the annual assessment for common expenses; and

WHEREAS, Article 3, Section 3.1(e) of the Bylaws provides that the Board shall collect the assessments against eh unit owners; and

WHEREAS, Article 3, Section 3.1(f) of the Bylaws provides that the Board shall adopt and amend rules and regulations; and

WHEREAS, Article 5, Section 5.3 of the Bylaws provides that any assessment, or installment thereof, not paid within ten (10) days after due shall accrue a late charge in the amount of Twenty Dollars or such other amount as may be established from time to time by the Board of directors; and

WHEREAS, Article 5, Section 5.3 of the Bylaws further provides that the Board, or the Management Agent at the direction of the Board, shall take prompt action to collect any assessments for common expenses due from any unit owner which remain unpaid for more than thirty (30) days; and

WHEREAS, Article 9, Section 9.1(a) of the Bylaws provides that the total annual assessment of each Unit Owner for common expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.) made pursuant to the Bylaws is a lien against the condominium unit; and

WHEREAS, Article 9, Section 9.1(d) of the Bylaws provides that in the event of a default by any unit owner in paying any sum assessed against the condominium unit other than for common expenses which continues for a period in excess of fifteen (15) days, interest from the due date at a rate not to exceed the lower of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen percent (18%) per annum may

be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid; and

WHEREAS, Article 9, Section 9.2(b) of the Bylaws provides that upon a default by a unit owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated and the entire balance of the annual assessment may be declared due and payable in full; and

WHEREAS, Article 9, Section 9.1(f) of the Bylaws provides that failure to comply with any of the terms of the Condominium Instruments and the rules and regulations of the Association shall be grounds for relief, including, without limitation, and action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or the Board; and

WHEREAS, Article 9, Section 9.1(g) of the Bylaws provides that the Association may levy charges for violations of the Condominium Act, the Condominium Instruments, and the rules and regulations of the Association, and that such charges are special assessments and are collectable as such; and

WHEREAS, Article 9, Section 9.1(b) of the Bylaws provides that in any proceedings arising out of a default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court; and

WHEREAS, §55.1-1959(B) of the Code of Virginia provides that the Association shall have the power to suspend a unit owner's right to use facilities or services, including utility services, provided directly though the unit owners' association for nonpayment of assessments which are more than 60 days past due; and

WHEREAS, the Board believes it is necessary to adopt orderly procedures for the billing and collection of the annual and special assessments levied by the Board and to publish these procedures.

NOW, THEREFORE, BE IT RESOLVED that the Board duly adopts the following policy and procedures:

1. The Board shall permit Unit Owners to pay the annual assessment in monthly installments. The due date for each monthly installment is the first day of each month. The due date for all special assessments shall be as specified in the Notice of Special Assessment.

2. All documents, correspondence, and notices, including coupon booklets should the Board elect to furnish them, shall be mailed to the address which appears on the records of the Association or such other address as is designated in writing by a Unit Owner. Failure of a Unit Owner to provide an updated address where they can reliably receive mail from the Association shall not relieve the Unit Owner from the obligation to pay assessments.

3. If payment of the total assessment due and owing is not received by the Association by the 10th day after the Due Date, the account shall be deemed delinquent and a late fee of **$50.00** shall automatically be added to the account and thereafter be part of the continuing lien for assessments as provided for in the Bylaws until the Unit Owner pays all sums due and owing.

4. If payment of any special assessment or other charge, other than the assessment for common expenses, is not made within 15 days of the Due Date, interest of 18% per annum shall be assessed upon the amount due and owing from the Due Date until paid in full. Such interest shall constitute a part of the continuing lien for assessments as provided for in the Bylaws until all sums due and owing have been paid in full.

5. If payment of the total assessment due and owing including any additional charges and late fees is not received by the Association by the 30th day after the Due Date, the account shall be referred to legal counsel for immediate legal action.

6. Legal counsel shall immediately initiate legal measures to collect all delinquent accounts. Upon receipt of the account, legal counsel shall send a letter demanding payment in full within 30 days or such other time period as may be directed by applicable law. If the Unit Owner does not make payment in full as directed by that letter, any remaining installments for the fiscal year shall be accelerated as soon as the Unit Owner has failed to make two consecutive installments. Collection procedures pursued by legal counsel shall be as generally directed by the Board, but shall include recordation and foreclosure on all liens, reporting of debt to national credit bureaus, and the filing of suits on behalf of the Association to collect all delinquent sums. All legal fees and courts costs incurred by the Association for collections services shall be charged to the Unit Owner's account as determined by a court. Legal counsel is authorized and directed to take the foregoing enumerated actions without specific authorization of the Board on any account which has been turned over.

7. Along with the other remedies set forth herein, the Board may suspend a Unit Owner's rights, privileges and benefits of membership in the Association if the Unit Owner has not brought the account current within 60 days of the initial delinquency. Any such suspension of rights shall be in accordance with the terms of the Association's Due Process Policy.

8. Any privileges which are suspended shall be reinstated when the Unit Owner is notified in writing that the delinquent assessment account has been brought current.

9. In the event that the Association receives a check from any Unit Owner which is returned for non-sufficient funds, the Association may charge the Unit Owner a returned check charge of $35.00 or actual fees, whichever is greater, in addition to the late fee stated above.

10. If a lien is recorded against a condominium unit, in addition to the assessments secured the lien shall include any late fees incurred, the legal fees for preparation of the lien as well as preparation of the lien release documents, the costs of recording the lien and the release, and, if applicable, interest charges.

11. Payments received by the Association from Unit Owners shall be credited in the following order of priority as applicable:

a. Charges for attorney's fees and court costs;
b. Any additional fees, charges, interest or costs of collection;
c. Any other charges or sums due to the Association from the Unit Owner or any for whom the Unit Owner is responsible;
d. The monthly assessments for the unit in the order that they come due, including special assessments due, as applicable.

12. This Resolution supersedes and replaces any previous resolutions dealing with the collection of assessments.

EFFECTIVE DATE OF RESOLUTION

The provisions of this Resolution shall become effective November 1, 2026.

THE AMBERLEA AT SOUTH RIDING CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Daniel Vargas
Daniel Vargas, President

RESOLUTION ACTION RECORD
POLICY RESOLUTION NO. 2026-12

Duly adopted at a meeting of the Board of Directors held on October 7, 2026.

Motion by: ~~Daniel Vargas~~ Seconded by: Cypriana McCray

VOTE:	YES	NO	ABSTAIN	ABSENT
Daniel Vargas, President	X			
~~Robert W. Patton~~, Vice President	X			
~~Cypriana McCray~~, TREASURER	X			
_____, 1				
_____, Director				

ATTEST:

_____ _____
Secretary Date

___ day of _____, 2026

FOR ASSOCIATION RECORDS

This Policy Resolution was sent by first-class United States mail, return receipt requested, to the address of each Member of the Association this 23 day of October, 2026.

THE AMBERLEA AT SOUTH RIDING CONDOMINIUM UNIT OWNERS ASSOCIATION

By: _____
_____, Secretary

Signature: Daniel Vargas
Daniel Vargas (Oct 23, 2026 09:47:54 EDT)

Signature: Robert W. Patton
Robert W. Patton (Oct 21, 2026 14:39:08 EDT)

Signature: _____
Cypriana McCray (Oct 22, 2026 16:29:24 EDT)