TOWNES AT GRAND RESERVE CONDOMINIUM ASSOCIATION

Effective March 1, 2016

ASSESSMENT COLLECTION POLICY

The following Assessment Collection Policy shall be followed for Townes at Grand Reserve Condominium Association:

LATE CHARGE: In compliance with Article 2.4 of the Bylaws with the Master Deed; a late charge not to exceed $25.00 per month shall be assessed for each assessment in default for ten (10) or more days. In addition, assessments in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven (7%) per annum until each installment is paid in full. The Association may, pursuant to Article II, Section 2.4 of the Bylaws within the Master Deed, levy fines for the late payment in addition to such interest.

Assessment Collection Schedule:

- Written reminder to Owner on the eleventh (11th) day after assessment due date that account is outstanding and a late charge of $25.00 and Interest has been applied to account;
- Written demand letter mailed on the thirtieth (30th) day after assessment is due. All demand letter fees are the responsibility of the Owner;
- A lien is filed on every account that shows the assessment being at least ninety (90) days past due. The delinquent account is assessed a lien fee. The lien shall not be released until such time as the account is paid in full. All lien fees are the responsibility of the Owner.
- After a lien is filed on the property, should the account remain outstanding, the balance may be sent to an attorney or a collection agency at the discretion of the Board of Directors. All legal fees are the responsibility of the Owner.

Payments will be applied to an account as follows pursuant to Section 2.4 of the Bylaws within the Master Deed for Townes at Grand Reserve Condominium Association;

1. Costs of collection and enforcement of payment, including reasonable attorney’s fees
2. Any interest charges and fines for late payment on such assessment installments; and
3. Installments in default in order of their due dates.

This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Management Company has no authority to negotiate reduction of debt or to waive any assessments, charges or fees. Any request to waive charges or fees must be
submitted to Management Company in writing to be forwarded to the Board of Directors for consideration. Such requests will not stop or delay the Assessment Collection Schedule.

Payment Plans:
The Board of Directors authorizes Payment Plans for past due balances (including past due assessments and related fees) (the “Debt”) with the following terms:

- Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.

- The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt:
  - If the Debt is less than $500.00, a payment plan of six months (six equal monthly installments) will be offered.
  - If the Debt is $500.01 to $1,000.00, a payment plan of twelve months (12 equal monthly installments) will be offered.
  - If the Debt is $1,000.01 or more, a payment plan of eighteen months (18 equal monthly installments) will be offered.

- Late Charges as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.

- The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.

- All Payment Plans will be monitored by the managing agent.

- Upon default of Payment Plan, the managing agent will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

Waiver of Past Due Amounts:
The Board of Directors will generally not consider waiver of late fees, lien fees, attorneys’ fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Managing Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.
UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
TOWNES AT GRAND RESERVE CONDOMINIUM ASSOCIATION
c/o AAM, LLC
1600 W. Broadway Rd., Ste 200
Tempe, AZ 85282
(602) 957-9191

ASSESSMENT COLLECTION POLICY

The undersigned, constituting all of the members of the Board of Directors of Townes at Grand Reserve Condominium Association, a Michigan nonprofit corporation, hereby take the following actions in writing pursuant to Section 11.13 of the Bylaws within the Master Deed which states “The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents”.

RESOLVED, that the Board of Directors hereby approves the Assessment Collection Policy for Townes at Grand Reserve Condominium Association attached to this resolution.

FURTHER RESOLVED, that the Board of Directors hereby instructs the managing agent to notify all Owners of the implementation of the Assessment Collection Policy effective as of March 1, 2016.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 16th day of February, 2016.

Paul Schyck
President and Director, Board of Directors

Kevin Christofferson
Treasurer and Director, Board of Directors

Adam Vanderpool
Secretary and Director, Board of Directors