

**FAIRLINGTON GREEN CONDOMINIUM COUNCIL OF CO-OWNERS**

**Policy Resolution No. 98-2**

**(Assessment Collection Procedures)**

WHEREAS, Article VI of the Bylaws of the Fairlington Green Condominium Council of Co-Owners specifies that all Co-Owners are obligated to pay assessments imposed by the Council ("assessments"); and

WHEREAS, Article IV of the Bylaws provides the Board of Directors with power to collect unpaid assessments from Co-Owners; and

WHEREAS, the Board believes that it is necessary to clarify the Council policies with respect to the collection of assessments levied by the Council and to publish such procedures to the Co-Owners.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby adopt the following policy governing notification and collection of assessments.

**I. ROUTINE COLLECTIONS**

- A. The annual assessment shall be shall be paid by the Co-Owners in twelve (12) monthly installments. The due date for each installment shall be the first day of each month. Any installment not paid by the fifth day of each month shall accrue a \$3.00 service charge.
- B. Non-receipt of coupons or assessment notices shall in no way relieve the Co-Owner of the obligations for his or her required contributions.
- C. Non-resident Co-Owners must furnish the Board with a telephone number and address where they can be contacted; otherwise, all notices shall be sent to the unit address and the Co-Owner(s) shall be deemed to have received the information contained therein.
- D. Questions regarding assessments may be directed to:

Fairlington Green Condominium  
c/o Legum and Norman, Inc.  
~~1430 Spring Hill Road~~  
~~McLean, Virginia 22102-3001~~

## II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Late Charge, Interest, Legal Fees and Costs - Any assessment which is not fully paid to the Council when due shall be considered delinquent. If any assessment is not received within five (5) days of the due date, a late charge of \$3.00 shall be imposed on the account and interest shall accrue at the maximum legal rate allowable. Legal fees and costs incurred by the Council and associated with a default shall, pursuant to Section §55-79.53 of the Virginia Condominium Act, be the responsibility of the delinquent owner.
- B. Returned Check Charge - If the Council receives a check from a Co-Owner which fails to clear due to insufficient funds or similar reasons, the Council may charge the Co-Owner an administrative fee of \$20.00 and any actual costs incurred by the Council. Upon the receipt of any returned check, the Board may require that the Co-Owners make all future payments in cash or certified funds.
- C. Referral to Legal Counsel, Acceleration and Suspension of Privileges - Whenever any Co-Owner fails to pay any portion of any assessment or other outstanding financial obligation to the Council, the following action may be taken by the Board:
1. The account may be referred to legal counsel for immediate legal action, including but not limited to, any or all of the following: the filing of a lien against the unit and the foreclosure sale of the unit to satisfy the same; the filing of a lawsuit against the Co-Owner; reporting the default to a credit bureau; acceleration of the annual assessment; attachment of wages or bank accounts; etc.
  2. The Board may also suspend non-essential services or the right of a Co-Owner, or anyone occupying the unit with the Co-Owner's permission, to use the common facilities and services (eg., pool/parking) pursuant to §55-79.80:2 of the Virginia Condominium Act after first providing the Co-Owner with an opportunity to be heard;
  3. In the event that a Co-Owner wishes to re-pay his or her delinquent account, other than by immediate payment in full, the Board of Directors may condition such repayment on terms in the best interest of the Council including, but not limited to, any of the following:

- a. That the Co-Owner provide security (eg., note, deed of trust, confessed judgment note, rent assignment, etc.) to help guarantee repayment of the outstanding debt.
  - b. That the Co-Owner complete an information form detailing Co-Owner's employment, assets and other financial information.
  - c. That the Co-Owner agree to an automatic debit of required payments from the Co-Owner's account.
  - d. That all payments, including future payments, of assessments be paid in certified funds, cashiers check, money order or the equivalent.
- D. Method of Crediting Payments - Unless otherwise directed by the Co-Owner at the time of payment or unless otherwise determined by the Board of Directors, payments received by the Council from delinquent Co-Owners shall be applied in the following order of priority, as applicable:
1. Any legal fees, expenses or costs of collection;
  2. Late charges, returned check charges and interest;
  3. All other charges and fees incurred by the Council as a result of any violation of the provisions of the Council Declaration, Bylaws and Rules and Regulations by a Co-Owner, his or her family, employees, agents, tenants or licensees;
  4. Any and all special assessments; and
  5. The annual assessment.

The effective date of this Resolution shall be January 22  
 1998.

I hereby certify that this Policy Resolution was duly adopted by the Board of Directors on Jan 21, 1998.

FAIRLINGTON GREEN CONDOMINIUM  
 COUNCIL OF CO-OWNERS

Claire Shea  
 Claire Shea, President

**ABC COMMUNITY ASSOCIATION**

**DELINQUENT ASSESSMENT PAYMENT PLAN QUESTIONNAIRE  
OR  
OWNER INFORMATION FORM**

Unit/Lot Address: \_\_\_\_\_

Offsite Address (if any): \_\_\_\_\_

Name of Owners of Unit (list each owner):

Owner No. 1: \_\_\_\_\_

Owner No. 2: \_\_\_\_\_

Social Security Numbers (for each owner):

Owner No. 1: \_\_\_\_\_

Owner No. 2: \_\_\_\_\_

Phone Number:

Owner No. 1: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Owner No. 2: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

Tenants' Names/Numbers (if unit/lot is rented):

Tenant No. 1: \_\_\_\_\_ (Phone) \_\_\_\_\_

Tenant No. 2: \_\_\_\_\_ (Phone) \_\_\_\_\_

Monthly Rent Received \$ \_\_\_\_\_ Termination Date \_\_\_\_\_

Employment Information

**Owner No. 1:**

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ Salary \_\_\_\_\_

**Owner No. 2:**

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ Salary \_\_\_\_\_

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**Banking/Checking Accounts (attach copy of canceled check):**

**Owner No. 1:**

**Name of Bank:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Branch/Approximate Balance:** \_\_\_\_\_

**Owner No. 2:**

**Name of Bank:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

**Branch/Approximate Balance:** \_\_\_\_\_

**Vehicle Information:**

**Vehicle No. 1:**

**Tag Number/State/Make of Vehicle:** \_\_\_\_\_

**Lienholder/amount:** \_\_\_\_\_

**Vehicle No. 2:**

**Tag Number/State/Make of Vehicle:** \_\_\_\_\_

**Lienholder/amount:** \_\_\_\_\_

**Do any of the owners own any other real estate? If so, describe:**

\_\_\_\_\_  
\_\_\_\_\_

**Specify the name of the mortgage lender (who you send your mortgage payments to) for the mortgage on the unit/lot:**

**Name of Bank:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Loan Number:** \_\_\_\_\_

**Approximate Balance:** \_\_\_\_\_

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**Authorizations:**

By signing below I/We not only attest to the accuracy of the information contained in this document, but I/we further:

1. Authorize the Association, or its representative, to obtain verification of these matters by means of a credit report on me/us or by contacting the specified parties directly.
2. Authorize the mortgage lender referenced immediately above to supply the Association, or its representative, with information on the status of my/our loan on the unit.
3. Authorize my tenant(s), if any, to pay the Association any rent that may be due me/us in the event I default in the payment of delinquent assessments upon the mailing of a notice from the Association of such default to the tenant and me/us.

Given under my/our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Signature (Owner No. 1): \_\_\_\_\_

Signature (Owner No. 2): \_\_\_\_\_

Witness: \_\_\_\_\_



AUTHORIZATION FORM FOR  
DIRECT DEBIT PAYMENTS

We are pleased to offer the convenience of Direct Deposit of your assessment payments from your personal account to your association's account. To take advantage of this service, complete and return this form together with a VOIDED check from your account. We will verify that your bank can accept Automatic Payment Instructions. We cooperate with all major banks that participate with the Automated Clearing House (ACH).

Processing of a properly completed authorization may take up to 30 days. We will notify you when the automatic payments will commence. UNTIL YOU RECEIVE THAT NOTICE, PLEASE REMIT ANY PAYMENTS THAT ARE DUE WITH YOUR COUPON. Your account must be current to begin this service.

UNIT OWNER'S NAME: \_\_\_\_\_

ACCOUNT INFORMATION AS SHOWN ON YOUR COUPONS:

Community: [ ][ ] - [ ][ ][ ][ ] Account Number: [ ][ ][ ][ ] - [ ][ ][ ]

YOUR MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

BANK ACCOUNT NUMBER: \_\_\_\_\_

Is this a Checking Account? \_\_\_\_\_

or Savings Account? \_\_\_\_\_

\_\_\_\_\_  
Signature

( ) \_\_\_\_\_  
Daytime Phone Number

PLEASE NOTE THAT WE CANNOT PROCESS THIS REQUEST UNLESS YOUR VOIDED CHECK IS ATTACHED. A DEPOSIT SLIP MAY BE USED ONLY IF THIS IS A SAVINGS ACCOUNT FOR WHICH YOU HAVE NO CHECKS.

Mail to:  
LEGUM & NORMAN, INC.  
ATTENTION: DIRECT DEBIT ADMINISTRATOR  
1430 SPRING HILL ROAD, SUITE 300  
MCLEAN, VA 22102-3001  
(703) 848-8562

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