

**Glenwood Mews Homeowners Association
Summary of Assessment Bylaws**

Article VII (C) Powers and Duties of The Board of Directors

1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days on advance of each annual assessment period; and
3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same

Article XI Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Glenwood Mews Homeowners Association
Board of Directors Resolution
Collection of Delinquent Assessments – Effective 1/1/2012

Article IV, Covenant for Maintenance Assessments, of the Glenwood Mews Homeowners Association, Declaration provides that each owner is personally obligated to pay annual and special assessments to the Association, together with interest, costs and reasonable attorney's fees. This Article also provides that the Board of Directors determines the amount of the annual and any special assessment and sets the due dates for installment payment of those assessments.

Article IV, Covenant for Maintenance Assessments, of the Glenwood Mews Homeowners Association, Declaration and Article XI, Assessments, of the Glenwood Mews Homeowners Association, By-Laws provides that any assessment not paid when due are delinquent and that interest at the rate of 6% per year will be imposed from the due date when an assessment is more than thirty (30) days delinquent

Article 14, Miscellaneous, of the Glenwood Mews Homeowners Association, By-Laws provides that the fiscal year is the calendar year.

Be it resolved that the amount of the Annual Assessment shall be established by the Board of Directors and collected monthly, in equal installments, with payment due on the first day of each month (the "Due Date"). The fiscal year of the Association shall be the twelve (12) month period beginning January 1 and ending December 31. Payment of any special assessment shall be due and payable in accordance with the payment schedule established by the Board of Directors.

Be it resolved that the procedures established by the Board of Directors for dealing with delinquent payments are as follows:

- Any homeowner whose assessment is more than thirty (30) days delinquent may receive a past due notice.
- Delinquent assessments will accrue at a 6% interest rate per annum (for administrative costs associated with the enforcement of the policy).
- A \$12 fee will be charged for any delinquent assessment to cover costs. This fee will be applied on a monthly basis until the account returns to a current status.
- If the assessment has not been paid in full, to include interest and late fees, within sixty (60) days of notification of the above delinquency, the delinquency will be turned over to the Association's attorney for collection. Counsel may mail a demand letter, which notifies the homeowner of legal action, which may be taken against the homeowner by the Association.
- If the payment in full of the amount due, to include interest, late fees, and attorney's fees is not received by legal counsel or the management company within thirty (30) days after the notice of legal action has been sent, a

Memorandum of Lien may be filed. Non-receipt or lack of notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorney's fees and the cost of collection, including late fees and releasing the Memorandum of Lien shall be added to the account, and the delinquent homeowner shall be liable for said costs and attorney's fees.

- If payment in full, of all amounts due, is not received by legal counsel or the managing agent by the sixtieth (60) day after the due date, a civil suit may be filed personally against the delinquent homeowner. Additionally, the assessments owed through the end of the year shall be immediately due and payable and may be included in the suit. The delinquent homeowner shall be liable for all costs and reasonable attorney's fees incurred in the suit.
- If the Association receives a check from an Owner which fails to clear the banking account for any reason, the Association shall charge the owner a returned check charge of fifty dollars (\$50.00), or the maximum amount permitted by law, whichever is greater.
- For delinquent accounts with balances from 2011 or before, homeowners may contact GHA Community Management to set-up a payment plan. If delinquent balances decrease and no new penalties are incurred, the account will be considered "current" and won't be turned over for collections. The 90 day period for turning over to collections will be pushed into the future (until homeowner defaults on payment plan – e.g. the delinquent balance begins to increase or monthly payments are not made). This provision is only applicable to accounts that are not already open with the Association's attorney.
- Any questions regarding Association Assessments (dues) should be directed to the GHA Community Management Company, in writing, to c/o Glenwood Mews HOA, 3020 Hamaker Court, Suite 300, Fairfax, VA 22031

This resolution is hereby updated and adopted by vote of the Glenwood Mews Board of Directors on November 2, 2011.