

A Resolution of the
Riviera Dunes Master Association, Inc.

(the “Association”) Adopting a Uniform Policy for
The Payment and Collection of Assessments

WHEREAS, the collection of assessments (“Assessments”) from members of the Association (the “Owners”) is essential if the Association is to be able to meet its financial obligations;

WHEREAS, Owners who do not timely pay their Assessments place the Association in a difficult financial position;

WHEREAS, the Association’s authority to collect Assessments comes from the Association’s governing documents (the “Governing Documents”) and the applicable Florida Statutes;

WHEREAS, the Association’s board of directors (the “Board”) is granted the authority to act on behalf of the Association in the collection of Assessments;

WHEREAS, a uniform and strictly enforced policy for the payment and collection of Assessments will help reduce delinquencies and facilitate and expedite the collection of any such delinquencies by the Association; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for the payment and collection of Assessments and for dealing with delinquent Owners in a timely manner.

BE IT RESOLVED, that the following Assessment and Payment Collection Policy (the “Policy”) be adopted by the Association in its entirety.

Assessment and Payment Collection Policy

A) Payment Procedures

Regular Assessment amounts are determined at the time the Association’s annual budget is approved. All coupons, statements, invoices or reminder letters are provided by the Association as a courtesy to Owners. The Association’s failure to provide these items does not relieve the Owners from their obligations to pay their Assessments in a timely manner.

The Association, in conjunction with its management agent, Castle Management LLC (“Castle”), will accept payments of Assessments in the following ways:

1. Payment by Check. The Association will utilize the services of a lockbox for the collection of Assessments (the “Lockbox”) for those who wish to pay their Assessments by check. Checks must be mailed directly to the Lockbox designated by the Association. Payments by check cannot be processed on-site by the Association and will be forwarded to the Lockbox for processing if delivered to the Association’s on-site office. Each payment by check should be accompanied with sufficient detail for applying the payment to the correct Lot or Parcel and should limit one payment and one coupon per envelope to avoid complications at the processing center and to allow time for the processing of the check prior to the date the

payment would be considered late.

2. Payment through Castle's "AUTOPAY" Program. Members responsible for submission of payment of the Assessments can enroll in **Castle's "AUTOPAY" Program** ("Autopay") which provides for the direct debit of Assessments from a designated bank account. Interested Members can go to Castle's website, www.castlegroup.com, select "Resident Services/Manage Autopay", and enter the requested information to enroll in Autopay.
3. Payment by Credit Card or One-Time ACH Payments. Members responsible for submission of payment of the Assessments can pay their Assessments by credit card or by making a one-time ACH payment from their bank account by accessing the payment portal through their own Association website (if contracted through Castle) or by accessing the payment portal at www.castlegroup.com. There will be a small convenience fee (currently \$3.95/ACH payment and 3.5%/Credit Card payment) charged by a third-party service provider for all online payments.

B) Collection Procedures

1. Regular Assessments are due and must be received by the Association by the first day of each month ☐ semiannual ☐
quarter ☒ year ☐
(each a "Due Date") as provided in the Governing Documents.

2. Payments are considered late if received by the Association after a Due Date.
3. Any Owner who does not pay the full amount of an Assessment to the Association within: 10 ☐ 15 ☐ 30 ☒ days of the applicable Due Date will be considered delinquent (each a "Delinquent Owner").
4. A Delinquent Owner will be charged:
☐ \$25
☐ 5% of assessment amount
☐ Other amount: (enter amount) whichever amount is greater as allowed by Florida Statutes.

For payments not received by the Due Date as provided in the Governing Documents.

5. Upon the Account becoming delinquent, the following Notice must be issued:

NOTICE OF LATE ASSESSMENT

RE: Unit . . . of . . . (name of association) . . .

The following amounts are currently due on your account to . . . (name of association) . . . , 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:

362 Maintenance due . . . (dates) . . .	\$
363 Late fee, if applicable	\$
364 Interest through . . . (dates) . . .*	\$

*Interest accrues at the rate of percent per annum.

NOTE: a rebuttable presumption that an association mailed a notice in accordance with this subsection 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.

6. If payment is not received within the time set forth in paragraph 5, the delinquent account shall be turned over to the Law Firm handling delinquent accounts for the Association.
7. Upon receiving the Delinquent Owner's account, the Law Firm will forthwith send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to file a lien against the Delinquent Owner's home or unit (the "Notice of Intent to Lien"). The amount due to the Association at the time the Notice of Intent to Lien is sent will include the amount of the unpaid Assessments, the Late Fee, the Late Letter Administrative Fee, costs and legal fees due to the Law Firm and, if applicable, interest due on any past due Assessments as provided in the Governing Documents and Florida Statutes. If the Delinquent Owner does not pay all such amounts due as directed in the Notice of Intent to Lien, then the Law Firm shall forthwith file a lien in favor of the Association against the Delinquent Owner's home or unit (the "Lien").
8. After the filing of the Lien, the Law Firm will forthwith send the Delinquent Owner, in the manner required by Florida Statutes, a notice that the Association intends to foreclose on its Lien (the "Notice of Intent to Foreclose"). The amount due to the Association at the time the Notice of Intent to Foreclose is sent will include all amounts that were due at the time the Notice of Intent to Lien was sent, plus any additional costs and legal fees incurred by the Association after the sending of the Notice of Intent to Lien, including, but not limited to, any costs or legal fees incurred in connection with the preparation and filing of the Lien and the preparation and transmission of the Notice of Intent to Foreclose, as well as any additional interest that may have accrued.
9. If the Delinquent Owner does not pay all such amounts due as directed on the Claim of Lien, then the Law Firm shall forthwith prepare and file a lawsuit seeking to foreclose the Lien on behalf of the Association, unless the Association decides after consulting with the Law Firm that the filing of a foreclosure action is not in the Association's best interests.
10. 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 the Association as provided above in this Policy.

In addition to all of the rights, remedies and procedures described above in this Policy, the Association, after consulting with the Law Firm, may also avail itself of any other rights, remedies or procedures that are authorized under the Governing Documents and/or Florida Statutes to collect unpaid Assessments from Delinquent Owners. Such other rights, remedies or procedures may include, but are not limited to, the suspension of certain of the Delinquent Owner's use rights and the making of a demand for the payment of rents from any tenant of a Delinquent Owner.

This resolution for Adopting a Uniform Policy for the Payment and Collection of Assessments was adopted by the Board on this 23rd day of August, 2021, and shall be effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his/her hand and the seal of the Association this 23rd day of August, 2021.

By: Deborah Sperry-Rom A President

Print Name: DEBORAH SPERRY

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Title: PRESIDENT

Certificate of Corporate Secretary

The undersigned hereby certifies that he/she is the Secretary of
Riviera Dunes Master Association, Inc.,
a corporation organized and existing under the laws of the State of Florida; that the foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of said corporation held on this 23 day of August, 2021 at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 23 day of August, 20 21

By: Saul Fineman

Print Name: Saul Fineman

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Title Secretary