

BRIO Homeowners Association

Assessment Collection Policy

Effective: July 1, 2017

Pursuant to Utah Community Association Act, the BRIO Homeowners Association Declaration of Covenants, Conditions and Restrictions (the "Declaration") Article 9, and the By-Laws (the "Bylaws") Article 3, the Board of Directors adopts the following Assessment Collection Policy, with all capitalized terms having the same meaning as in the Declaration.

Obligation to Pay. Each Owner by acceptance of a deed agrees to pay all Assessments levied against the Lot or Parcel. An Assessment is defined as an Annual Assessment, Special Assessments, Benefitted Assessment, Reserve Contribution, Special Use Fee or any other fees, fines or charges assessed by the Board pursuant to the Declaration. The Owner shall be liable for all costs of collections, including attorney's fees.

No Exemption. No Owner may waive or otherwise exempt himself from liability for Assessments by non-use of the Common Areas or abandonment of the Owner's Lot or Parcel.

Notification. Coupon books or statements, and other correspondence related to assessment billing and collection will be mailed to the address on the membership register as of the date the notice is sent. ***It is the Owner's responsibility to inform the Association in writing of any change of address.*** The failure of the Association to send a bill to an Owner does not relieve the Owner of the obligation to pay Assessments.

Due Dates. Annual Assessments may be collected on a basis determined by the Board. ***Currently, Assessments are due monthly on the first of each month.*** The due dates for Special Assessments may be determined by the Board unless determined by the Membership approving the Special Assessment. Due dates for Benefitted Assessments are determined by the Board. ***Assessments of any kind are delinquent if not paid within 10 days of the due date.***

Application of Payments: Payments shall be applied first to the unpaid assessment amounts, next to late fees, collection costs and attorney's fees and last to interest.

Collection Actions: In order to collect delinquent accounts, the Association may take any action permitted under the Declaration or applicable Utah law. In general, the following action to collect on delinquent accounts will be taken:

10 days late

- A late fee of ten (\$10.00) dollars shall be charged in any month there is a delinquent balance.
- Interest shall accrue on the delinquent balance compounded from the due date at a maximum rate of eighteen percent (18%) per annum or such higher rate at the Board may establish, subject to limitations of Utah law.

30 days late

- A 30-day late letter will be sent, the cost of which will be added to the Owner's account.

60 days late

- A notice of intent to lien letter will be sent, the cost of which will be added to the Owner's account.
- After appropriate notice and hearing as required under the Utah Community Association Act 57-8a-204, the Board may suspend the membership privileges of the Owner, Owner's guests and tenants. Membership privileges include, but are not limited to, the right to vote and the right to use the recreational amenities including the BRIO Community Center.
- For properties that are leased, the Board may elect, after appropriate notice to both Owner and tenant as required under the Utah Community Association Act 57-8a-205, to demand that the tenant make all future lease payments due the Owner to the Association until the amount due to the Association is paid in full.

75 days late

- A lien will be prepared and recorded against the property, the cost of which will be added to the Owner's account. If the lien remains unpaid, the property may be subject to foreclosure and sale. The cost of these actions, including attorney's fees, will be added to the Owner's account.

Payment Plan. An Owner may petition the Board in writing for a payment plan to allow the Owner to make periodic partial payments on the entire balance of the Assessment account. However, the Association has no obligation to enter into such a payment plan. If the Board agrees to enter into a payment agreement with the Owner, then the terms of any agreement shall include, at a minimum:

- The Owner staying current on all future accruing Assessments as they come due; and
- Paying off the past due balance in installments over a term generally not to exceed six (6) months.

Any agreement entered into with the Owner shall be reasonable, as determined in the sole discretion of the Board, and for the sole purpose of assuring that the best interests of the Association is served. Failure to meet any terms of the agreement shall give the Board the right to immediately continue the collection/lien/foreclosure process without further notice to the Owner.

NSF Check. At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, an insufficient funds charge shall be added to the Owner's account.

Other Remedies. The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

Alternate Address. Owners should respond in writing or make payments to the address as directed. If no address is given, responses and petitions should be sent to the Association at the following address:

Board of Directors
BRIO Homeowners Association
230 W. Clubhouse Drive
Washington, UT 84780

Verification of Indebtedness. Upon receipt of a written request from the Owner and payment of the ten dollar (\$10) fee, the Association shall issue a written statement indicating any unpaid assessment. The verification shall be issued within ten (10) days.