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**BOARD OF TRUSTEES  
OF  
UPHAM FARMS CONDOMINIUM ASSOCIATION**

*35/207*

The following resolution has been adopted by the Association pursuant to Commonwealth of Massachusetts Law, at a regular meeting of the Board of Trustees of Upham Farms Condominium Trust, with was recorded with the Worcester County Registry of Deeds in Book 17729, Page 102, on February 26, 1996.

**RECITALS**

- (a) The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Upham Farms Condominium Association, Charlton, Massachusetts.
- (b) The Association must have the financial ability to discharge its responsibilities.
- (c) The Board of Trustees is required to pursue collection of assessments and other charges from delinquent owners.
- (d) The Board of Trustees of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration, and Bylaws shall be due and payable in 12 installments due on the 1st day of each month. Assessments or other charges not paid to the Association on or before the 15th day of the month in which they are due shall be considered past due and delinquent.
2. **Invoice.** The Association may, but shall not be required, to invoice an owner as a condition to an owner's obligation to pay assessments or other charges of the Association.
3. **Late Charges Imposed on Delinquent Installments.** A monthly assessment (special assessment, fine etc.) shall be past due and delinquent if not paid by the 15th day of the month in which it is due. In addition to interest for late payment, as provided in the Declaration, the Association shall impose a \$25.00 late charge (compounded effect per month) on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each owner who fails to timely pay their monthly installment of

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the annual assessment on or before the 15th day of the month. The late charge and any interest shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

4. **Return Check Charges.** In addition to any and all charges imposed under the Declaration, and Bylaws, the Rules and Regulations of the Association, or this resolution, a twenty-five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Trustees shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient or uncollected funds. This return check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Bylaws, Rules and Regulations, or this Resolution after October 1, 2002. If, during a twelve (12) month period, two or more of a unit owner's payments are returned by the bank, the unit owner will be required to make future payments by Certified Check or Bank Check for the next twelve (12) month period.
  - 4a. **Acceleration.** In addition to its other remedies, the Association may, in the event of non-payment, declare all remaining assessments for the balance of the year for the defaulting Unit Owner to be immediately due and payable.
  5. **Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the Declaration, and Bylaws, the Association shall be entitled to recover its reasonable attorney's fees and all collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees and all costs of collection incurred by the Association shall be due and payable immediately when incurred, upon demand.
  6. **Application for payments made to the Association.** Payments received from an owner will be credited in the following order of priority:
    1. All late charges or interest accrued, as applicable.
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2. All other charges incurred by the Association, maintenance charges or fines and fees levied by the Association as a result of any violation by an owner, his/her family, employees, agents, tenants or licensees, of the Declaration, Bylaws, Rules and Regulations, or Resolutions, including but not limited to any maintenance work that is done by the Association.
3. Special assessments for the unit: payments shall be applied toward the oldest month(s) when owed.
4. The monthly assessment for a unit: payments shall be applied toward the oldest month(s) when owed
5. Charges for legal fees, court costs and other costs of collection.

#### 7. Collection Letters

- (a) After a monthly assessment and/or special assessment or other charge due the Association becomes 15 days past due, the Association may cause, but shall not be required to send, a "late notice" to be sent to the unit owner who is delinquent in payment.
  - (b) If payment in full is not received within 30 days, the Association may, but shall not be required to send a "Notice of Intention to Refer Account to the attorney" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.
8. **Use of Certified Mail / Regular Mail.** In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent owner by regular mail, the Association may also cause, but shall not be required to send an additional copy of that letter or notice by certified mail.
  9. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
  10. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

11. **Collection Procedures and Time Frame.** The following time frame may be used in the collection of monthly installments of the annual assessment and other charges due Association.

Due date (date payment is due)	1st day of each month
Past due date (date payment is considered late)	16th day of each month
Late charge imposed	16th day of each month
"Late Notice" mailed imposing late fees, interest, etc.	17 days after the due date
"Notice of Intention to Refer Account to Attorney" mailed	30 days after the due date
Account referred to attorney for legal action	45 days after the due date
Attorney sends demand letter for payment including intent to file a lawsuit, with notice to mortgagee	60 to 65 days after the due date
Owner fails to respond to the attorney, a lawsuit is considered and if appropriate, is commenced, with 30 day notice to mortgagee of intent to file suit	75 days after the due date

12. **Notification to Owners.** The Association shall cause all owners to be notified of this Resolution by recording this Resolution at the Registry of Deeds, and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this Resolution shall be effective **October 1, 2002**.
13. **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.
14. **Delivery.** Delivery of such policy shall be affected by U.S. Mail, 1st class, to all Unit Owners.
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IN WITNESS WHEREOF, the undersigned have executed this

Resolution the 9th day of September, 2002.

Christine Trifari (CHRISTINE TRIFARI)  
Melissa Wilson (Melissa Wilson)

Roy Dahrgouj (ROY DAHROUJ)  
Mark R. Blais (Mark R. Blais)  
Michael J. Morin (MICHAEL J. MORIN)

COMMONWEALTH OF MASSACHUSETTS

Worcester, SS

MARK R. BLAIS, MICHAEL J. MORIN

Then personally appeared the above, CRISTINE TRIFARI, MELISSA WILSON, ROY DAHROUJ  
Trustees as aforesaid and acknowledged the foregoing to be their free act and deed as  
Trustees of The Upham Farms Condominium Trust, before me.

[Signature]  
Notary Public

My Commission expires:  
December 29, 2007

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*Return to Upham Condo Trust*

*Go* PHOENIX MANAGEMENT  
700 PLANTATION STREET • WORCESTER, MASSACHUSETTS • 01605

ATTEST: WORC. Anthony J. Vigliotti, Register