



Collections Policy for Assessments and Fines

WHEREAS the Board of Trustees ("Trustees") of the Chapman Place Condominium Trust ("Chapman Place") is charge with the responsibility of collecting assessments for common expenses from condominium unit owners; and

WHEREAS from time to time unit owners become delinquent in their payments of these assessments and fail to respond to the demands from the Trustees to bring their accounts current; and

WHEREAS the TRUSTEES deems it to be in the best interest of Chapman Place to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Chapman Place to refer these accounts promptly for collection so as to minimize Chapman Place's loss of assessment revenue;

NOW THEREFORE, BE IT RESOLVED that the Trustees of the Chapman Place Condominium Trust adopt the following policy and practice. Any previous resolutions, policies set forth prior to this document are considered null and void.

This document sets forth the Chapman Place's policy regarding the collection of assessments pursuant to the Chapman Place's Declaration of Trust, the provisions of the Chapman Place Master Deed and the provisions of Chapter 183A of the Massachusetts General Laws.

The Trustees hereby establish Chapman Place's fiscal year, January 1 to December 31, as the regular assessment period. Monthly payments are due on the first day of each month and are delinquent after 15 days.

- 1.0 **Assessments in General:** Chapman Place has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and Massachusetts law. Regular assessments are levied annually and are payable during the year in monthly installments.
- 2.0 **Obligation to pay assessments:** Each assessment or charge is an obligation of the owner at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's condominium unit from and after the time the assessment becomes due pursuant to the provisions of Chapter 183A, Section 6 and the provisions of the Chapman Place Condominium Master Deed and Declaration of Trust.
- 3.0 **Notice of Assessments:** The Chapman Place will give the owners notice before any increase in the annual assessment or any special assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. It is the responsibility of each owner to advise the Chapman Place of any mailing address changes. The Trustees may elect from time to time to provide additional periodic coupons or statements of assessments and charges, but lack of such coupons or statements does not relieve the owners of the obligation to pay assessments.
- 4.0 **Designation of Agent:** The Trustees may designate an agent or agents to collect assessment payments and administer this Collection Policy. Such designated agent may be an officer of the Chapman Place, manager, bookkeeper, banking institution, Trust Company, law firm, or other appropriate agent.
- 5.0 **Due Date/Delinquency Date of Assessments:** Unless otherwise specified by the Trustees, an assessment is due on the first day of each month for which it due. An assessment or any portion thereof, is delinquent if it is not received as directed by the Trustees or its designated agent 15 DAYS after it is due.
- 6.0 **Charges on Delinquent Amounts:** After 15 DAYS past due, an assessment, or any portion thereof, that is delinquent shall incur a late charge set by the Trustees, retroactive to the initial delinquent date. Any collection charges, if any, will also be added at that time.

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MARGINAL REFERENCE
BOOK 1486 PAGE 478
BOOK 1486 PAGE 508

Charles E. Vander Linden

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7.0 **Collection Charges:** Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest charges, charges for preparation of delinquency notices or referral to collection, postage and copies, and attorney's fees and costs, shall become an additional charge against the owner and the condominium unit and shall be subject to collection pursuant to this policy.

8.0 **Application of Payments:** Payments shall be applied in an order as follows: fines/violations, late charges, services, attorney's fees and court costs, misc. charges, insufficient funds charge and assessment charge.

9.0 **Delinquency Notices:**

In general terms, the Trustees intend to proceed in accordance with the following procedures and to provide unit owners with the following notices regarding delinquencies:

- After 30 days, the owner will receive an invoice showing their balance with any late fees and/or additional charges incurred.
- After 60 days, the owner will receive an invoice showing their balance with any late fees and/or additional charges incurred. This invoice will also have a sticker on it stating if payment isn't received by next month's assessment, the account will be turned over to the attorney.
- After 90 days, the account will be turned over to the attorney. The owner will receive a third invoice and a notice that account has been turned over to the attorney. All expenses, interest, fees and charges incurred in the collection of a delinquent assessment shall be the sole responsibility of the unit owner and be payable prior to the curing of delinquency status. Good faith agreements to resolve delinquent assessments may be considered by the Trustees on an individual basis if a written dispute of collection and a request for hearing is submitted to the Trustees through the lawyer. Any agreement shall in no way relieve the property owner of any expenses/interest incurred or accruing.
- The failure of the Trustees to provide any of the notices described in this Section shall not invalidate the any assessment or delinquency nor shall it invalidate any action that is taken to enforce the obligation to each unit owner to pay assessments, fines, attorney's fees, court costs and other charges. The failure of the Trustees to provide any of the notices described in this Section shall not constitute a defense by or on behalf of any unit owner with regard to any delinquent amount.

10.0 **Address of Chapman Place and the Trustees:** Owners should make payments to the address as directed by the designated agent. If no address is given, payments, request for payment plans, written correspondence including responses and changes to mailing address should be sent to Chapman Place at the following address:

1 Chapman Place Leominster, MA 01453.

11.0 **Void Provisions:** If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect. This resolution of the Board of Directors has been duly adopted on February 13, 2018.



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Collections Resolution Action Record

The Board of Trustees do hereby adopt the above Collection Resolution which shall supersede all previously registered Collection Resolutions as set forth in the Chapman Place Condominium Trust.

Duly adopted at a meeting of the Board of Directors held: February 13, 2018

Motion by: DEBRA BRIDEAU Seconded by: HARRY SHATTUCK

Debra Brideau

President, Debra Brideau

Ronald St. Laurent

Vice President, Ron St. Laurent

Marianne Pierce

Secretary, Marianne Pierce

Sharon L. Quinn

Treasurer, Sharon Quinn

Harry E. Shattuck

Trustee, Harry Shattuck

Jim Smith

Trustee, Jim Smith



CHAPMAN PLACE
 CONDOMINIUM TRUST
 1 CHAPMAN PLACE
 LEOMINSTER, MA 01453-6149

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CERTIFICATE OF VOTE:

I, Marianne Pierce, the Secretary of the Board of Trustees of the Chapman Place Condominium, hereby certify that at a meeting of the Board of Trustees on February 13, 2018, at a time when a quorum of Trustees was present, the majority of the Trustees voted to adopt the Rules & Regulations set forth above.

Marianne Pierce, Secretary

Marianne Pierce, Secretary

Board of Trustees

Chapman Place Condominium

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 14th day of February, 2018, before me, the undersigned notary public, personally appeared Marianne Pierce, who was personally known to me or who was proved to me through satisfactory evidence of identification, which was a government issued photo identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as the Secretary of the Board of Trustees of the Chapman Place Condominium.

Notary Public

Katy J. Cuddahy-Kirouac

My commission expires:

May 13, 2022

