



**A Resolution of the
Bonita National Homeowners Association, Inc.
(the “Association”) Adopting a Uniform Policy for the
Payment and Collection of Assessments and Charges**

WHEREAS, the collection of assessments (“Assessments”) and Member Charges from members of the Association (the “Owners”) is essential for the Association to meet its financial obligations;

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

WHEREAS, It is the responsibility of the Owners to make the Association’s management team aware, as soon as possible, if they are unable to pay their annual dues and/or Member Charges in a timely manner.

WHEREAS, the Association’s authority to collect Assessments and Member Charges comes from the Association’s governing documents and Board approved policy (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 and Member Charges;

WHEREAS, a uniform and strictly enforced policy for the payment and collection of Assessments and Member Charges 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 Member Charges and for dealing with delinquent Owners in a timely manner.

BE IT RESOLVED, that the following policy for the Payment and Collection of Assessments and Member Charges (“The Policy”) be adopted by the Association in its entirety.

Assessments Payment and 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, will accept payments of Assessments from Owners in the following ways:

1. Payment through "AutoPay". Owners can enroll in automatic ACH payments ("AutoPay") which provides for the direct debit of Assessments from an Owner's designated bank account.
2. Payment by Credit Card. The Association will accept payment by credit card. Such payments will incur the standard 3% convenience fee.
3. Payment by Check. The Association will accept payment by check if mailed directly to the Association. Each payment by check should be accompanied with a coupon and reflect the Owner's complete home address (including unit number if applicable). Owners should limit one payment and one coupon per envelope and should not enclose any written correspondence or notes in the payment envelope. Owners who choose to pay using their individual bank's online bill payment service should enter their individual account number in the "Memorandum" section of the check and the payment should be programmed to be sent on or before the applicable due date to allow time for the processing of the check prior to the date the payment would be considered late.

B) Collection Procedures

1. Regular Assessments are due by January 1st of each year (the "Due Date") as provided in the Governing Documents.
2. Payments are considered late if not received by the Association by January 10th.
3. Any Owner who does not pay the full amount of an Assessment to the Association within ten (10) days of the applicable Due Date as provided in the Governing Documents and/or the Board approved Policy, will be considered delinquent (each a "Delinquent Owner").
4. A Delinquent Owner will be charged a late fee of twenty-five dollars (\$25).
5. Each Delinquent Owner will be sent a letter (the "30 Day Notice of Late Assessment Letter") indicating that the Association did not receive their payment by the end of any applicable grace period provided by the Governing Documents and/or the Board approved Policy. In addition to the twenty-five dollars (\$25) late fee as noted

in item #4 above, the association will charge a Delinquent Owner an administrative fee of twenty dollars (\$20) for preparing and sending the 30-Day Notice of Late Assessment Letter, and interest at an annual rate, as designated under the Governing Documents, and/or Board approved Policy, and/or Florida Statutes, on the outstanding balance due. The 30-Day Notice of Late Assessment Letter shall serve as the Association's notice to proceed with further collection against the Delinquent Owner's property no sooner than 30 days after the date of the letter unless the full amounts owed are paid (including late fees, administrative fees, interest and any other).

6. If the Delinquent Owner has not paid the Association the full amount of the Assessment due (plus all other accumulated charges) by the end of the thirty (30) day period provided in the 30-Day Notice of Late Assessment Letter, the Delinquent Owner's account will be referred to the Law Firm for collection. If the Delinquent Owner's account is referred to the Law Firm for collection, the Association will charge the Delinquent Owner an administrative fee of fifty dollars (\$50) for preparing the Delinquent Owner's account for collection by the Law Firm.
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 Notice of Intent to Lien will provide the Delinquent Owner forty-five (45) days from the delivery date of the Notice of Intent to Lien in which to pay all amounts then due to the Association in order to prevent a lien from being placed against the Delinquent Owner's home or unit. 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, all administrative fees, and costs and legal fees due to the Law Firm and, if applicable, the interest due on any past due balances as provided in the Governing Documents, and/or the Board approved Policy, 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. If the Delinquent Owner has not paid the Association the full amount of the Assessment due (in addition to all other accrued charges, fees, and interest) within ninety (90) days of the original Due Date of the Assessment, the management company will immediately suspend all Member amenity privileges and access rights of the Delinquent Owner.
9. After the filing of the Lien, and after consultation and approval by the Board, 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 Notice of Intent to Foreclose will provide the Delinquent Owner with forty-five (45) days from the date the Notice of Intent to

Foreclose is delivered, in which to pay all amounts then due to the Association to prevent a foreclosure action being filed by the Law Firm on behalf of the Association. 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.

10. If the Delinquent Owner does not pay all such amounts due as directed on the Notice of Intent to Foreclose, then the Law Firm, after consultation and approval by the Board, shall forthwith prepare and file a lawsuit seeking to foreclose the Lien on behalf of the Association.
11. If 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.
12. In addition to all 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 Board approved Policy, and/or Florida Statutes, to collect unpaid balances from Delinquent Owners. Such other rights, remedies or procedures may include, but are not limited to, the making of a demand for the payment of rents from any tenant of a Delinquent Owner.

Member Charges Payment and Collection Policy

A) Payment Procedures

The Association, in conjunction with its management agent, will accept payments of Member Charges from Owners in the following ways:

1. Payment of Member Charges. Owners must establish a member account through the Association's management company and provide the Association's management company with a valid form of payment, either bank account details for ACH or a valid credit card for each property owned. Bank issued debit cards will not be accepted and cannot be used as a monthly form of payment. This will allow the Owner to charge their member account for various charges incurred within the Association (such as restaurant charges). At the end of each month the management company will send a member statement to each owner. It is the responsibility of the

Owner to immediately contact the management company to resolve any disputed charges.

B) Collection Procedures

1. Member Charges are due, and will be processed via ACH or to the credit card on file by the Association's management company on the fifth (5th) business day of the following month
2. Any owner whose card is unable to be charged will be notified by the Association's management company via email. Until such time as the Owner resolves or provides updated credit card information, the Member's account will be locked, and no further charges will be allowed.
3. Any Owner who does not pay the full amount of Member Charges to the Association within five (5) days of the applicable Due Date as provided in the Governing Documents and/or the Board approved Policy, will be considered delinquent (each a "Delinquent Owner").
4. A Delinquent owner will be charged a late fee of twenty-five dollars (\$25) and will also owe accrued interest on outstanding balances at a rate allowed by Florida Statutes.
5. The Association's management company will then follow any other remedies or procedures that are authorized under the Governing Documents, and/or Board approved Policy, and/or Florida Statutes to collect late member charge amounts, accrued interest on the same, and any fees owed to the Association.
6. As further provided in the Association Declaration, the Board may suspend the members use of Amenities for the period during which Member Charges or other monetary obligation against the Member remains unpaid more than ninety (90) days after the date it was due and payable.

Certificate of Corporate Secretary

The undersigned hereby certifies that he/she is the Secretary of Bonita National Homeowners 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 22nd day of September, 2025 at which 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 22nd day of September, 2025.

Bonita National Homeowner's Association, Inc.

By: David Straub

Print: David Straub

Title: BNHOA, Secretary