

Dispute Resolution Policy

Needs to be made.

6.10 Default Remedies. Any Assessment, charge, fee, fine or penalty provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the date due shall bear interest at a rate determined by the Executive Board. In addition, the Executive Board may assess a late charge thereon. Any Owner who fails to pay any Assessment, charge, interest, late charge, fee, fine, or penalty of the Association shall also be obligated to pay to the Association all costs and expenses incurred by the Association, including reasonable attorney's fees, in collecting the delinquent amount, whether or not suit for a money judgment and/or foreclosure is filed. The total amount due to the Association, including unpaid Assessments, fees, charges, fines, penalties, interest, late payment charges, costs and attorney's fees shall constitute a continuing lien on the defaulting Owner's Lot, which lien shall have such priority, rights and characteristics as provided in the Act. The Association may bring an action, at law or in equity, or both, against any Owner personally obligated to pay any amount due to the Association, and may also proceed to foreclose its lien against such Owner's Lot. An action at law or in equity by the Association against a delinquent Owner to recover a money judgment for unpaid amounts due to the Association may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien. Foreclosure or attempted foreclosure of the Association's lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent amount due to the Association.