

SHENANDOAH WEST NEIGHBORHOOD ASSOCIATION, INC
Resolution of the Board of Directors

COLLECTION OF UNPAID HOA ASSESSMENTS

RECITALS

A. The Board of Directors (“Board”) of Shenandoah West Neighborhood Association, Inc. is charged with the responsibility to establish, assess and collect homeowner assessments.

B. The Board deems it in the best interest of the Association and the owners to adopt a uniform and systematic procedure for the collection of unpaid assessments that assures that unpaid assessments are timely and efficiently collected to minimize the loss of assessment revenue.

NOW, THEREFORE, IT IS RESOLVED that:

I. The rules governing collection of delinquent assessments set forth below be adopted to provide for a uniform and systematic procedure for the collection of unpaid assessments.

II. A copy of this Resolution be sent to all owners at their address as shown in the records of the Association.

III. This Resolution supersedes any resolution regarding the collection of assessments currently in place.

ARTICLE I

AUTHORITY, DUTIES AND OBLIGATIONS
UNDER GOVERNING DOCUMENTS & ACT

1.1 “**Declaration**” is Declaration of Covenants, Conditions and Restrictions for the Shenandoah West Neighborhood Association, Inc., recorded December 30, 2009 as Document No. 109144239, Records of Ada County, Idaho, including any amendments or supplements thereto.

1.2 “**Bylaws**” is By-Laws of Shenandoah West Neighborhood Association, Inc., adopted October 2, 1989, as amended November 17, 2011, which are unrecorded.

1.3 “**Act**” is the Idaho Homeowner’s Association Act, Idaho Code 55-32.

1.4 “**Assessments,**” as used in this Resolution, include all amounts validly assessed against an owner pursuant to the Declaration, the Association’s Bylaws, Articles of

Incorporation, Rules and Regulations, and any Resolution of the Board of Directors, including, but not limited to, common expenses, special assessments, interest, fees, fines, attorney fees and all collection costs.

1.5 “**Association**” is Shenandoah West Neighborhood Association, Inc., formed pursuant to the Declaration and Bylaws and incorporated as an Idaho nonprofit corporation under the Idaho Nonprofit Corporation Act, I.C. 30-30, by Articles of Incorporation filed November 21, 1989, as File No. 281961, in the office of the Idaho Secretary of State.

1.6 **Specific Authority and Duties.**

(a) Article VII, Section 7.1 of the Bylaws allows the Association to adopt rules.

(b) Article VII, Section 7.2-5 of the Bylaws, Section 1 of the Declaration, and I.C. 30-30-302(14) authorize the Board to enforce provisions of the Declaration, Bylaws and Rules and Regulations, including action to collect unpaid assessments.

(c) Addendum 1 of the Bylaws authorize the Board to establish late charges for delinquent assessments.

(d) Article XIII of the Bylaws authorize the Board to levy interest on delinquent assessments.

(e) I.C. 55-3207 authorizes the Board, on behalf of the Association, to bring suit to foreclose Association liens against lots.

(f) I.C. 55-3207 authorizes the Board to bring an action to obtain a money judgment against an owner for damages and for unpaid assessments.

(g) Section 1 of the Declaration provides that late charges, fines, interest, and attorney fees and costs of collection are enforceable as assessments.

1.7 **Obligations.**

(a) Under Section 2.7 of the Bylaws, and I.C. 30-30-407, owners are obligated to pay assessments.

(b) As a resolution of the Board, the annual assessment is currently due and payable on the first (1st) day of February every year.

(c) Article XIII of the Bylaws specifies that an assessment is delinquent if not paid by its due date.

(d) Under I.C. 55-3207, all assessments, together with interest, attorney fees and costs of collection are a continuing lien on the lot against which the assessments are imposed.

(e) Under Section 1 of the Declaration, owners are obligated to pay reasonable fees and costs, including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments, regardless of whether a suit or action is commenced.

ARTICLE II

INTEREST, LATE FEES AND OTHER COSTS

Pursuant to Section 1.6 above, the following apply to delinquent and unpaid assessments:

2.1 Interest. In accordance with Article XIII of the Bylaws, interest at a rate of twelve percent (12%) per annum shall accrue on all delinquent assessments.

2.2 Late Charge. In accordance with Addendum 1 of the Bylaws, any assessment that is delinquent as set forth in Section 1.7(c) above by March 31 of the current year will be charged a late charge in the amount of ten percent (10%) of the delinquent assessments.

2.3 Other Costs. All costs of collection as set forth in Subsections (a), (b) and (c) of this section are imposed against the owner and are due when incurred in the amounts incurred, regardless of whether suit or action is commenced. Collection costs include, without limitation, the following:

(a) **Management Company Charges.** Collection charges imposed by the management company, if included in the contract between the Association and the management company, including reasonable mailing costs, recording fees, time spent for account maintenance, and other similar expenses.

(b) **Attorney Fees.** Any attorney fees for work performed with respect to the assessment account such as file intake; preparing calculations; consultations and telephone calls with the Association, owners, court, witnesses and other individuals involved in the process; legal research; drafting and preparing legal documents; drafting and preparing letters; depositions; trial preparations; travel time; investigations; court appearances; analyzing the account to determine the appropriate action; and preparing and attending post judgment proceedings.

(c) **Other Costs.** All expenses such as recording fees, postage costs, copy costs, service costs, court costs, filing fees, paralegal fees, private investigator fees, garnishment fees and other similar expenses.

ARTICLE III **PROCEDURE**

3.1 Association Lien. When an assessment is levied against a lot and owner, the Association or an agent of the Association may cause a notice of lien to be recorded in the Records of Ada County, Idaho.

3.2 Association Payment Demand Letter. When an assessment is delinquent, the Association or its agent shall send the owner a written payment demand letter (see attached Exhibit A, "Association Payment Demand Letter"), that includes:

- (a) A statement of the amount due under the assessment account.
- (b) A demand for immediate payment.
- (c) A notice that if the stated amount due is not paid by the turnover date, the assessment account may be turned over to an attorney for collection in accordance with the Collection Resolution.
- (d) A statement that the owner is responsible for the payment of all costs for collection incurred, as specified in the Collection Resolution, and the costs constitute assessments against the owner and the lot.

3.3 Turnover of Assessment Account to Attorney.

(a) Subject to Subsection (b) of this section, when an assessment remains unpaid after the turnover date specified in the Association Payment Demand Letter given under Section 3.2 above, Association or its agent shall turn over the assessment account to an attorney for collections. Said attorney shall proceed as provided in this Resolution.

(b) After the assessment account is turned over to an attorney, all contact and communications with the owner regarding the assessment account must be with that attorney, unless the attorney gives written consent otherwise.

3.4 Initial Notice; Recording of Lien. When an assessment account is turned over to an attorney, the attorney shall:

(a) Initial Notice. Send a written notice for payment ("Initial Notice") to the owner. The Initial Notice must include a notice that all moneys due under the assessment account must be paid within thirty (30) days.

(b) Association Lien. If an Association notice of lien has not been recorded in the Records of Ada County, Idaho, prepare an Association notice of lien against the lot and cause the notice of lien to be recorded in the Records of Ada County, Idaho.

3.5 Final Payment Demand. If the total amount due is not paid by the date stated in the Initial Notice under Section 3.4 above, or arrangement for payment made in accordance with

Section 3.8 below, the attorney shall send a final demand letter (“Final Payment Demand”) that demands payment of all moneys due under the assessment account within ten (10) days.

3.6 Legal Action. If the assessment, including all costs specified in Section 2.3 above, are not paid by the date specified in the Final Payment Demand given under Section 3.6 above, or arrangement for payment made in accordance with Section 3.8 below, attorney, on behalf of the Association, shall initiate a lawsuit for a personal money judgment against the owner or foreclose the Association lien against the lot.

3.7 Execution/Enforcement of Judgment. After a judgment is obtained, the attorney may begin collection of the judgment by any one or combination of the following:

- (a) Garnishing the owner’s bank account.
- (b) Garnishing the owner’s wages.
- (c) Executing a writ against the owner’s real or personal property.
- (d) Any additional methods authorized by law.

3.8 Payment Plans. A payment plan proposed after the assessment account is turned over to the attorney must be approved by the Board of Directors of the Association.

3.9 Payments. After the assessment account has been turned over to the attorney, all payments must be made to the attorney.

3.10 Owner Responsibility; Other Remedies.

(a) Owner Responsibility for Payment of Assessments. Regardless of any procedure prescribed under this Resolution, it is the responsibility of the owner to ensure that assessments are paid when due.

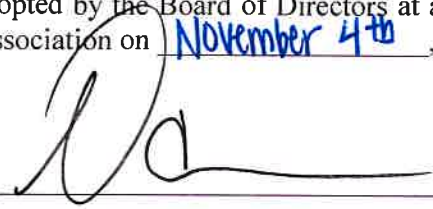
(b) Owner Responsibility to Update Address. It is the sole responsibility of the owner to notify the Association in writing of any change of owner mailing address.

(c) Other Association Remedies. Nothing in this Resolution prevents the Association from taking any other actions against an owner, including, but not limited to, termination of utilities and the owner’s access to recreational or service facilities, if provided under the Declaration, Bylaws, Rules and Regulations, or the Act.

CERTIFICATION OF ADOPTION

The undersigned, Secretary of the Association, hereby certifies that the foregoing resolution is a true record of a resolution adopted by the Board of Directors at a Board meeting held in accordance with the Bylaws of the Association on November 4th, 2024.

Dated: November 4th, 2024.



NICOLE J. CAMDU, Secretary
Shenandoah West Neighborhood Association, Inc.
an Idaho nonprofit corporation

EXHIBIT A
ASSOCIATION
PAYMENT DEMAND LETTER

October 27, 2024

John Doe
111 S.W. 11th Avenue
Portland, OR 97208

RE: NOTICE OF UNPAID ASSESSMENTS
DEMAND FOR PAYMENT

Dear Mr. Doe:

The records of Shenandoah West Neighborhood Association, Inc show that your assessment account is now past due. Our records reflect the following:

Principal Assessments Due:	\$ _____
Accrued Late Charges:	\$ _____
Accrued Interest:	\$ _____
Total Due:	\$ _____

Demand is hereby made for immediate payment in full of the above Total Due. If payment in full is not made within thirty (30) days of the date of this letter, your assessment account will be turned over to VF Law for collection in accordance with the Shenandoah West Neighborhood Association, Inc Collection Resolution. A lien will be recorded against your property in the Records of Ada County, Idaho.

All charges, including attorney fees, associated with collection of your assessment account are imposed against you and your lot as provided in the Collection Resolution.

NOTICES

I. BEFORE THE END OF THE 30-DAY PERIOD:

You may request a hearing if you disagree with the calculation of the above Total Due. To request a hearing, you may contact the undersigned in writing to voice your challenge. The Board must receive any written challenge of the calculation of these charges no later than the expiration of the 30th day after the date of this letter. If a hearing is not requested by the end of the 30-day period, your right to a hearing is forfeited.

If you would like to set up a payment plan, arrangements must be made with the contact below before the 30 days expires.

II. LENDER FORECLOSURE:

If a first trust deed or mortgage on your lot is being foreclosed, DO NOT EXPECT that delinquent assessments (including cost and fees) will be paid from the proceeds of the foreclosure sale. Assessments (including costs and fees) that are not paid from the proceeds of the foreclosure sale remain the personal responsibility of the owner. The Association will proceed to collect all moneys owed to the Association by seeking a personal judgment against the owner.

Your prompt payment of the balance due is appreciated.

Sincerely,

Jane Smith
President, Board of Directors
(Phone number) (Email) (Physical Address)