

**SPRINGFIELD MANOR HOMEOWNERS ASSOCIATION, INC.
POLICY FOR COLLECTION OF ASSESSMENTS**

WHEREAS, it is the duty of the Board of Directors to collect assessments due to the Association as stated in Article IV in the Articles of Incorporation and as stated in Article VII, Section 2 of the Bylaws; and

WHEREAS, the Association has several remedies available to it in case of non-payment of assessments, as set out in part in the Declaration of Covenants, Article V, Section 1; and in the Bylaws under section VII, Section 2; and

WHEREAS, the collection of assessments and other charges in a timely fashion is an integral part of the operation of the Association; and

WHEREAS, changes are needed in the collections practices to invoke additional measures, and

WHEREAS, Article XVII, Section 1 of the Declaration of Covenants, specifically provides for late fees for non-payment of assessments, and

WHEREAS, pursuant to relevant provisions of the Maryland Homeowners Association Act (Title 11B, Maryland Real Property Code Ann.), the Board of Directors of the Springfield Manor Homeowners Association, Inc. deems it proper to adopt the following collection policy, with said policy serving as a guideline. Any non-compliance or deviation by the Association, its Board of Directors, its attorneys, or agents, shall not excuse payment of assessments or related charges when due and as charged.

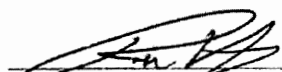
NOW THEREFORE, with the above incorporated as if fully stated herein, be It Resolved that the Board of Directors hereby adopts this Resolution to replace and supersede previous resolutions, and it further resolves that the procedure for collection of delinquent assessments and other charges shall be as follows:

1. The assessment is applied uniformly to all Homeowners. Hereafter, the word ASSESSMENT is used to refer to this charge.
2. Hereinafter the word CHARGE is used to cover all other payments for which a Homeowner is responsible, including special fees, late fees, interest, fines, or special assessments.
3. Assessments shall be payable annually in advance, that is, they are due in their entirety on the 1st day of the calendar year; except that a Homeowner shall be permitted to pay the assessment in twelve (12) monthly installments, at the rate established by the Board of Directors. The Board has also approved a ten dollar (\$10.00) discount per quarter, as long as payment is made by the 10th day of January, April, July and October.
4. Assessments, when due monthly, are due on the 1st day of the month. If such assessment has not been received by the Managing Agent on or before the 9th day of the same month, the Managing Agent may send a reminder payment notice to the delinquent Homeowner(s). All assessments not received by the Managing Agent on or before the 9th day of each month shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, or the maximum amount permitted under the Maryland law, whichever is greater. Per Article VII, Section 1 of the Declaration of Covenants, the assessment shall bear interest if not paid within thirty (30) days.

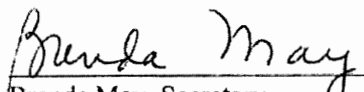
5. A late charge of five dollars (\$5.00), or one-tenth (1/10) of the total amount of any delinquent assessment, may be levied per month on all assessments not received by the 15th day of a calendar month in which they are due.
6. Monthly assessments not received by the end of a calendar month shall be due immediately, as well as all other charges.
7. On or about the 15th day of the 7th month that the account is in arrears, a warning notice may be mailed to each Homeowner advising the Homeowner(s) that their fees have not been received, and that on the fifth (5th) day of the 8th month their account is in arrears, they will be turned over to the association's attorney for lien filing, lawsuit and/or foreclosure pursuant to the Maryland Contract Lien Act.
8. Once the account has been turned over to the attorney, all correspondence with the Homeowner(s) regarding their account must be between the Homeowner(s) and the attorney.
 - a. The Association's attorney may send a "Notice of Intention to Create a Lien" ("Notice" or NOI) by certified mail, return receipt requested, and first class mail to the Homeowner's current mailing address. The Notice of Intent to File a Lien will inform the Homeowner of the amount of the outstanding debt, including all past due assessments, interest and costs of collection. The Notice of Intent to File a Lien will conform to the requirements of the Association's documents, Maryland Contract Lien Act, and other applicable law. If service by certified mail cannot be effectuated, the Notice of Intent to File a Lien will be posted on the door of the home in a conspicuous manner.
 - b. Upon service of the Notice of Intent to File a Lien, and pursuant to the Maryland Contract Lien Act, the Homeowner(s) must, within thirty (30) days of service, either forward payment in full to the Association's attorney, or file a complaint in the Circuit Court for Prince George's County challenging the filing of a lien against the Homeowner's Lot. If the Homeowner(s) does not forward full payment, or file a complaint, the Association's attorney shall prepare a lien for filing by the Association's attorney against the Homeowner's Lot after the thirty (30) day period has expired.
 - c. The Homeowner(s) shall be liable for all costs of this lien action including, but not limited to, attorney's fees, mailing costs, process server fees, and recording fees.
9. After filing a lien, or at any other point determined by the Board of Directors, the Association's attorney may proceed with further legal action including but not limited to, additional notices, foreclosing on the Lot, or filing a lawsuit against the Homeowners(s) personally, in order to collect the past due assessments and charges. Board approval may be required before the attorney starts certain legal actions.

10. Payments received from an owner will be credited to the outstanding balance in the following order:
- Court costs, attorney's fees and other costs of collection.
 - Late fees or accrued interest, as applicable.
 - Special assessments.
 - Annual assessments,
 - Fines
11. In the event the Homeowner(s) makes payment less than the monies due and owing after the Association's attorney has started collection proceedings, the Association's attorney may notify the Homeowner(s) by letter that the account remains delinquent as to all remaining monies owed to the Association. The Association's retention of the partial payment does not constitute a waiver of the Board of Director's authority to lien the Lot or to take other legal action to collect the outstanding balance.
12. Any fines and charges imposed by the Board of Directors as a result of violation of the Association documents including the Declaration of Covenants, Bylaws, and Rules and Regulations, that are not paid in thirty (30) days of mailing of a letter of notification of the fine by the Board, shall become an assessment against the Lot in violation and subject to collection under this policy.
13. Voting rights, and the right to use of Recreational Common Areas, shall be suspended for any period in which the assessment against a lot is unpaid. The Homeowner(s) shall be notified of any such suspensions in writing. This is in accordance with Article V, Section 1. (e) of the Bylaws.
14. This Resolution shall not in any way limit the number or scope of possible actions that may be taken against Homeowners for violation of the rules. Similarly, this Resolution will not limit or restrict the time frames of any actions that are to be taken. No Homeowner(s) may consider or use this Resolution as a defense to any action that was taken even if the action taken was outside the time frames indicated in this Resolution, or if the action taken was not as specified in this Resolution. Any prescriptive language may be considered discretionary as determined by the Board of Directors. Moreover, if any provision or part of this Resolution is found to be invalid, the remaining provisions shall survive, including specifically claims against Homeowners for negligence. Any use of the singular may be construed as the plural and vice versa. Failure to enforce parts of this Resolution against one Member shall not be considered a waiver of the right to enforce a violation against that same Member or any other Homeowner(s) at another time.

RESOLUTION EFFECTIVE 6/1/17, AND ADOPTED BY THE BOARD OF DIRECTORS ON 5/23/17, IN ACCORDANCE WITH THE MARYLAND HOA ACT, AND THE ASSOCIATION'S GOVERNING DOCUMENTS. THIS RESOLUTION SHALL BE ENTERED INTO THE BOOK OF RESOLUTIONS AND RECORDED IN THE HOA DEPOSITORY OF PRINCE GEORGE'S COUNTY.


 Ron Voigt, President

5/23/17
 Date


 Brenda May, Secretary

5/23/17
 Date

SPRINGFIELD MANOR HOMEOWNERS ASSOCIATION, INC.

RESOLUTION

FINE ENFORCEMENT PROCEDURES

WHEREAS, Article VII, Section 1(a), of the Bylaws states that the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish reasonable penalties for the infraction thereof;

WHEREAS, Article VII, Section 1(c), of the Bylaws states that the Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by law or other provisions of the Bylaws, Articles of Incorporation, or Declaration;

WHEREAS, Article IX, Section 3(a), of the Declaration states that no noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situated upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property;

WHEREAS, Article IX, Section 3(k), of the Declaration states that there shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership in writing, and the Board of Directors is hereby and elsewhere in the Bylaws authorized to adopt such rules;

WHEREAS, Article IX, Section 4, of the Declaration states that the Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violation or breach, or any attempted violation, of any of the covenants and restrictions, or for the purpose of abating anything defined as a prohibited use or nuisance, provided, however, that except in bona fide emergencies, no such action shall be taken without resolution of the Board of Directors;

ACCORDINGLY, based upon Maryland law and the Association documents, the Board of Directors has determined that there is a need for an efficient and preventative system for enforcing fines and correcting and/or deterring rules violations, in order to protect the Association, the property, and the financial needs of the Community and in order to fulfill their fiduciary duty to the Association;

NOW, THEREFORE, BE IT RESOLVED that the following procedures are hereby adopted by the Board of Directors and its agents for enforcement of any violations as set forth in the Bylaws and other Association documents:

A. Violations are classified into the following categories:

- a. **CLASS A** includes, but is not limited to, violations pertaining to:
 - i. Trash cans visible on days other than collection and nights prior to collection,
 - ii. Barbeque grills in front or side of house,
 - iii. Damaged or missing mailboxes,
 - iv. Small debris in yard,
 - v. Unapproved holiday decorations,
 - vi. Failure to maintain approved and clean outside yard appearance,
 - vii. Failure to maintain proper and approved exterior maintenance (including, but not limited to, decks, doors, sheds, or other structures), and
 - viii. Any and all other minor violations noted by the Board or its designated agents in accordance with the Association documents and Maryland law, and as required to maintain the general scheme and appearance of the Community.

- b. **CLASS B** includes, but is not limited to, violations pertaining to:
 - i. Missing siding,
 - ii. Personal property in common areas,
 - iii. Unapproved house paint color,
 - iv. Unapproved vehicles on property,
 - v. Boats, trailers, campers, recreational vehicles and similar vehicles parked on lawns, in driveways or streets,
 - vi. Large debris in yard,
 - vii. Unapproved structures (including, but not limited to, doors, playsets, basketball structures, lighting, and exterior modifications/additions),
 - viii. Broken doors, windows and other structures, and
 - ix. Any and all other violations as noted by the Board or its designated agents in accordance with the Association documents and Maryland Law.

- c. **CLASS C** includes violations pertaining to lawn mowing as noted below:
 - i. The Board of Directors may authorize hiring a contractor to enter onto any property that is not being properly maintained. The owner will be notified in writing to mow their lawn once it reaches 8 inches in height. If the lawn is not mowed within 10 days from the date of the letter, the association may hire the association's lawn contractor to mow an owner's lawn on the lawn contractor's next regularly scheduled mow day. The costs of the mowing will then be billed to the owner's account.

All violations listed in the Association's governing documents will be classified in order to determine the appropriate enforcement procedure and applicable fine. The Board of Directors will determine the classification of violations.

B. Enforcement Procedure:

- a. **FIRST NOTICE** - Management, Board members, or their designated agents observe violation during Community Walkthroughs or otherwise
 - i. Letter to homeowner describing violation, actions needed to abate violation, and timeframe for abatement.
 - ii. Letter notifies homeowner of right to request a hearing of the Board in Executive Session.
 - iii. Timeframe to abate:
 - 1. Class A Violations – 15 days to abate violation or contact Management without further sanctions.
 - 2. Class B Violations – 30 days to abate violation or contact Management without further sanctions.
 - iv. If homeowner believes violation is an error:
 - 1. Class A Violations – 15 days to notify management, request additional time to repair (providing extenuating circumstances), or address the Board in Executive Session.
 - 2. Class B Violations – 30 days to notify management, request additional time to repair (providing extenuating circumstances), or address the Board in Executive Session.
- b. **SECOND NOTICE** – Deadline to abate has passed without repair or contact from homeowner
 - i. Letter to homeowner reminding that violation has not be resolved, of ways to abate, right to a hearing in Executive Session, and possible sanctions.
 - ii. Fine of \$50/month for Class A violations OR \$100/month for Class B violations added to homeowner's account.
 - iii. Loss of community privileges if account is past due.
- c. **THIRD NOTICE** – Send thirty (30) days after Second Notice is sent
 - i. Letter to homeowner notifying that account is past due and standard collection action will be pursued, and of right to a hearing in Executive Session.
 - ii. Loss of community privileges.

C. Homeowner Liability for placing Association and/or Owners at risk:

- a. If any violation of the Association's governing documents places the Association and/or other Homeowners at risk, the Association will take all necessary action to abate the violation, and
- b. The violating homeowner will be responsible for all resulting costs, including all reasonable attorney's fees.

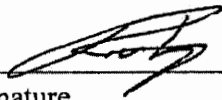
D. Tracking Violations:

- a. Management will track violations by a management-determined process, and
- b. Will send letters pursuant to the above procedures every two (2) weeks or more frequently, as needed, based upon the status of outstanding violations.

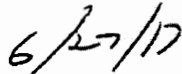
AND, BE IT FURTHER RESOLVED THAT this Resolution for Fine Enforcement Procedures shall be effective June 1, 2017.

PASSED this 23rd day of May, 2017.

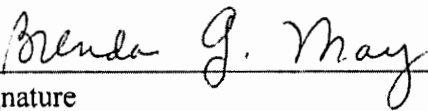
Authorized Representative,
Board of Directors



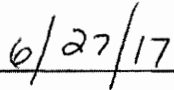
Signature
Name Printed:
Board President



Date



Signature
Name Printed:
Board Secretary



Date



ASSOCIATION: Springfield Manor Homeowners Association

SUBJECT: Filing of Tax Returns

RESOLUTION CONCERNING TAX RETURNS

WHEREAS, Springfield Manor Homeowners Association is required to file annual income tax returns with the Internal Revenue Service and ~~Commonwealth of Virginia~~ *MARYLAND* and *STATE OF* ✓

WHEREAS, Springfield Manor Homeowners Association is allowed to file an annual income tax return IRS 1120-H or 1120; and

WHEREAS, Springfield Manor Homeowners Association annually may have operations that result in excess assessment income after expenses; NOW THEREFORE

BE IT RESOLVED, that the Board of Directors of Springfield Manor Homeowners Association elects to apply all or part of any excess assessment income to the next fiscal year assessments, or to the Association's Reserve Accounts, and that such final amount applied shall be at the Board's discretion.

[Handwritten Signature]

Signature

Vice-President

Title

12/27/58

Date

**SPRINGFIELD MANOR
HOMEOWNERS ASSOCIATION, INC.
(A/K/A SEVERN CROSSING HOMEOWNERS ASSOCIATION)**

RESOLUTION CONCERNING ANNUAL ASSESSMENTS

WHEREAS, the Board of Directors has the power to establish, levy, assess, and collect assessments levied against Lot Owners (Declaration, Article VI), and

WHEREAS, annual assessments shall be due and payable on such dates as determined from time to time by the Board of Directors, (Declaration, Article VI, Section 4), and

WHEREAS, the Association has several remedies in cases of non-payment of assessments (Declaration, Article VII), and

WHEREAS, collection of assessments from Lot Owners in a timely fashion is of critical importance,

NOW THEREFORE, it is hereby resolved that,

- (1) Effective January 1, 1993, annual assessments shall be payable annually in advance, in the entirety on the first day of the fiscal year; except that a Lot Owner shall be permitted to pay the assessment in twelve monthly installments, or such other periodic installments as established by the Board of Directors from time-to-time; and
- (2) If a Lot Owner becomes delinquent in payment of any installment more than sixty (60) days, then the balance of the assessments owed for the remaining portion of the fiscal year, as well as the delinquent balance, shall be immediately due and payable in full and such results collectible pursuant to Article VII of the Declaration.

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS ON May 11, 1993.



President



Secretary

5/11/93
Date

5/11/93
Date

BOARD OF DIRECTORS
RESOLUTION APPOINTING RESIDENT AGENT

SPRINGFIELD MANOR HOMEOWNERS ASSOCIATION, INC.
T/A SEVERN CROSSING HOMEOWNERS ASSOCIATION

RESOLVED, that Thomas C. Schild, Silverman & Schild, 1010 Wayne Avenue, Suite 1440, Silver Spring, Maryland 20910 shall be appointed as resident agent of Springfield Manor Homeowners Association, Inc., trading as Severn Crossing Homeowners Association.

Dated this 8th day of June, 1993.

CERTIFICATION

I hereby certify, under penalty of perjury, that the foregoing Resolution was adopted by the Board of Directors of Springfield Manor Homeowners Association, Inc., trading as Severn Crossing at a duly called meeting of the Board of Directors on the date stated above and that the foregoing Resolution is true in all material respects to the best of my knowledge, information and belief.

ATTEST:

Marek B. Collett - Howell
Secretary
Springfield Manor Homeowners
Association, Inc., t/a Severn
Crossing Homeowners Association

Edward P. Jankiewicz
Edward P. Jankiewicz, President
Springfield Manor Homeowners
Association, Inc., t/a Severn
Crossing Homeowners Association

RESOLUTION OF THE SPRINGFIELD MANOR
HOMEOWNERS ASSOCIATION

RE: EXCESS INCOME TRANSFERRED TO REPLACEMENT FUNDS

WHEREAS, the Springfield Manor Homeowners Association is a Maryland corporation duly organized and existing under the laws of the State of Maryland.

WHEREAS, the member desire that the corporation shall act in full accordance with the rulings and regulations of the Internal Revenue Service;

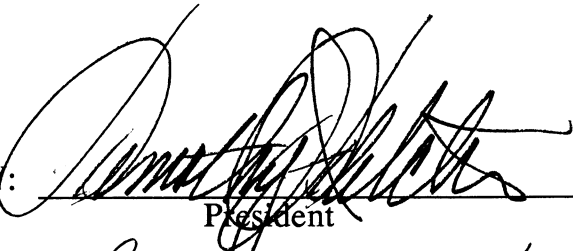
NOW, THEREFORE, the members hereby adopt the following resolution by and on behalf of the Springfield Manor Homeowners Association:

RESOLVED, that any amounts collected by or paid to the Association in excess of operating expenses for the year ended December 31, 1994, shall be set aside for future major repairs and replacements and allocated to capital components as provided by the guidelines established by Revenue Rulings 70-604, 75-370 and 75-371. Such amounts shall be deposited into insured interest-bearing accounts. Any amounts so added to replacement funds shall be allocated to the various components at the discretion of the Board of Directors.

This resolution is adopted and made a part of the minutes of the meeting of

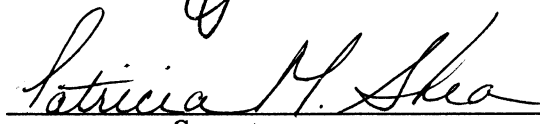
FEBRUARY 13, 1995

BY:



President

ATTESTED:



Secretary