



CONDOMINIUM ASSOCIATION

**A Resolution of the  
MiraVista Condominium Association, Inc.**

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**(the “Association”) Adopting a Uniform Policy for  
The Payment and Collection of Assessments**

WHEREAS, the collection of assessments (“Assessments”) from members of the Association (the “Owners”) are essential if the Association is to be able to meet its financial obligations;

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

WHEREAS, the Association’s authority to collect Assessments comes from the Association’s Governing Documents (the “Governing Documents”) under Article 15 and the Florida Statutes 718.116;

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;

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

BE IT RESOLVED that the following Assessment and Payment Collection Policy (the “Policy”) be adopted by the Association in its entirety.

**Assessment and Payment Collection Policy**

**A) Payment Procedures**

Regular Assessment amounts are determined at the time the Association’s annual budget is adopted in an open meeting of the members within the fourth (4<sup>th</sup>) quarter of each year. All coupons, statements, invoices or reminder letters are provided by the Association as a courtesy to Owners. The Association or its agent’s failure to provide notice does not relieve an Owner from the obligation to pay Quarterly Assessment’s in a timely manner. The FAQ is updated annually and made available by January 1<sup>st</sup> of every year to the members, alongside the Adopted Budget which is made available in the fourth (4<sup>th</sup>) quarter of each year following the budget being adopted. This Budget provides notice of the Assessment obligation being charged quarterly which can be located on the Associations website once it’s adopted by visiting [www.miravistanaples.com](http://www.miravistanaples.com) or made available by request.

The Association, in conjunction with its AGENT; Spires and Associates Inc. will accept payments of Assessments from Owners in the following ways:

- (1) **Payment by Check.** The Association will utilize the services of a lockbox for the collection of Assessments (the “Lockbox”) for Owners who wish to pay their Assessments by check which is paid directly to First Horizon Bank

in Naples, FL. Checks must be mailed directly to the Lockbox designated by the Association with a check made out to MiraVista Condominium Assn., Inc. P.O. Box 8261 Naples FL 34101. There are **NO check payments accepted** at Spires & Associates or through the Manager and any such payments received will not be processed or posted. Each payment by check should be accompanied with a coupon and must reflect the Owner's Unit address and ledger account number in the memo of the check. Owners should limit one payment and one coupon per envelope to avoid duplicate payments to one unit. Envelopes should be free of written unrelated correspondence in the payment envelope as checks are proofed and cleared only. Owners who pay through an individual bank's online bill payment service should enter their account number in the memo section of a check for proper posting. To ensure timely posting all checks should be sent two weeks or more prior to the 1<sup>st</sup> of the month due date to allow time for check processing at the lockbox, along with physical delivery calculating a reasonable delivery time from the origin, factoring in weekends and holidays.

- (2) **Payment through "AUTOPAY"**. Owners may enroll in "AUTOPAY" Program ("Autopay") which provides for the direct debit of Assessments from an Owner's designated bank account. Owners can arrange through their individual bank and enroll in their own Autopay. There is no charge to the Owner by the Association for utilizing their individuals bank Autopay, unless there is an expense charged by the owner's bank directly.
- (3) **Payment by Credit Card or One-Time ACH Payments**. This option is available by completing *an ACH form* through Spires & Associates to be set up directly with First Horizon Bank (The Associations Bank). The Association has authorized First Horizon Bank and Spires and Associates to manage the ACH program with its members. This election allows Owners to pay their Assessments through an ACH payment pulled from the owner bank account authorized by the owner on a set date at the owners choosing. There are no bank fees for an owner to participate in the ACH program and the ACH form can be found on the Association website under forms.
- (4) **Caliber Portal through Front-Steps**: This option is available for setting up electronic automatic payments through an owner's bank account or using a credit card. Payment services through the Caliber portal may incur fees and/or credit card fees which may vary. The Caliber portal allows for real-time access to an owner ledger, with not requirement to set up auto payments. There is no requirement to use the portal.

### **Collection Procedures**

1. Regular Assessments are due and must be received QUARTERLY by the Association by the first day of January, April, July and October pursuant the Governing Documents. (15.2)
2. Payments are considered delinquent if received by the Association after the 10<sup>th</sup> day.
3. Any Owner not paying the full amount of an Assessment to the Association within 10 days of the due date are considered delinquent and accrue interest and late charges on the 11<sup>th</sup> day.
4. A Delinquent Owner will be charged a \$10 administrative fee, along with a 5% fee of total Assessment as a "Late Charge" and accrue interest 18% per annum pursuant the Governing Documents (15.2) and FS 718.
5. On the 11<sup>th</sup> day an unpaid Assessment is then considered delinquent and the owner will then be sent a Notice of Late letter (the "NOLA") or written notice that the Association did not receive the Assessment by the 10<sup>th</sup> day pursuant the Governing Documents (15.2). The Association will charge the Delinquent Owner an administrative fee of twenty-five dollars (\$25) for preparation and mailing of the NOLA pursuant Florida Statutes 718.116 reflecting the assessment of a Late Charge of 5% of the total Assessment. The NOLA will provide the Delinquent Owner Thirty (30) days to make their ledger current, which will include any accrued Late Charge and Administrative Fees.
6. If the Delinquent Owner still has not paid the Association the full amount of the Assessment due (plus all other charges) by the end of the Thirty (30) day period provided in the NOLA, the Delinquent Owner's account will be referred to the Association Attorney for collection. If the Delinquent Owner's account is referred to the Association Attorney for collection, the Association will charge the Delinquent Owner an administrative fee of seventy-five dollars (\$75.00) for preparing the Delinquent Owner's

account for collection by the Association Attorney.

7. Upon receiving the Delinquent Owner's account, Legal Counsel will send the Delinquent Owner as required by Florida Statutes, a notice that the Association intends to file a Claim of 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 with a set number of days to pay of forty-five (45) days from the date the Notice of Intent to Lien is delivered, 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 Charge, the Late Letter Administrative Fee, the Default Letter Administrative Fee, the Legal Administrative Fee, costs and legal fees due to the Association Attorney and, if applicable, interest due on any past due Assessments as provided in the Governing Documents 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 Association Attorney shall forthwith file a lien in favor of the Association against the Delinquent Owner's home or unit (the "Lien").
8. After the filing of the Lien, the Association Attorney 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 for a Condominium from the date the Notice of Intent to Foreclose is delivered, in which to pay all amounts then due to the Association in order to prevent a foreclosure action being filed by the Association Attorney 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.
9. If the Delinquent Owner does not pay all such amounts due as directed on the Notice of Intent to Foreclose, then Legal Counsel shall forthwith prepare and file a lawsuit seeking to foreclose the Lien on behalf of the Association, unless the Association decides after consulting with the Association Attorney that the filing of a foreclosure action is not in the Association's best interests
10. 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 or as accrued. The amount of such fee will be added to any other amounts due the Association as provided above in this Policy.
11. In addition to all of the rights, remedies and procedures described above in this Policy, the Association, after consulting with the Association Attorney, may also avail itself of any other rights, remedies or procedures that are authorized under the Governing Documents and/or Florida Statutes to collect unpaid Assessments from Delinquent Owners. Owner's use rights and the making of a demand for the payment of rents from any tenant of a Delinquent Owner.
12. The Association at its sole discretion through a decision by the Board of Directors may enter into a Forbearance Agreement with the delinquent owner, with terms by agreement of the owner and Association executed through its Legal Counsel. There is no requirement that the Association enter into any such agreement or waive any expenses related to collection expenses lawfully incurred pursuant the Governing Documents and the Florida Statutes 718.

This **Resolution** was adopted by the Board on 18<sup>th</sup> this day of NOVEMBER 2025 and shall be effective immediately.

In WITNESS WHEREOF, the undersigned has hereunto affixed his/her hand and the seal of the Association this 18<sup>th</sup> day of NOVEMBER 2025.

BY Darleen Kearney on behalf of MiraVista Condominium Association, Inc.

PRINT NAME DARLEEN KEATING TITLE PRES. DENY

**Certificate of Corporate Secretary**

The undersigned hereby certifies that he/she is the Secretary of 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 18 day of November, 2025 at which meeting 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 18th day of November 2025

BY Deborah Rocco Baluch on behalf of MiraVista Condominium Association, Inc.

PRINT NAME DEBORAH ROCCO BALUCH TITLE SECRETARY MIRA VISTA CONDOMINIUM ASSOC.