

Section 13.4. **Lien for Assessments**

- (1) **Lien.** In addition to the lien established by the POA Act, the total annual Assessment of each Owner for Common Expenses, including Limited Common Expenses, any Additional Assessment, any Individual Assessment or any other sum duly levied (including, without limitation, special charges, interest, late charges, contractual charges, attorneys fees, etc.), made pursuant to the Association Documents, is hereby declared to be **a lien levied against any Lot** owned by any Owner in accordance with this Declaration and Section 55-516 of the POA Act. Until fully paid and satisfied, **the lien shall apply to and encumber all of the Lots** that were owned, as of the date when payment was due, by the Owner from whom payment was due, **and shall also apply to and encumber any and all Lots thereafter acquired** by that Owner from the time such Owner becomes the Owner thereof. With respect to Annual Assessments, the lien is effective on the first day of each fiscal year of the Association and, as to Additional Assessments, Individual Assessments and other sums duly levied, on the first day of the next payment period which begins more than ten (10) days after the date of notice to the Owner of such Additional Assessment, Individual Assessment or levy. The Board of Directors or the Managing Agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this section shall be prior to all liens and encumbrances hereafter recorded except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the Owner to pay such Assessment shall remain such Owner's personal obligation.
- (2) **Acceleration.** If an Assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such Assessment may be accelerated, at the option of the Board of Directors, and **the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect** upon the defaulting Owner. If an Owner is delinquent in payment of Assessments for a prior fiscal year, then the entire Assessment for such prior fiscal year and for succeeding fiscal years until the default is cured shall be due and payable in full when assessed, upon receipt of notice to such effect by the defaulting Owner.
- (3) **Enforcement.** The lien for Assessments may be enforced and foreclosed in any manner permitted by the laws of the jurisdiction in which the Lot is located for foreclosure of mortgages or deeds of trust containing a power of sale or by an action in the name of the Board of Directors, or the Managing Agent acting on behalf of the Association. Any such sale provided for herein is to be conducted in accordance with the provisions of Section 55-516I of the POA Act, Sections 55-59.1 through 55-59.4 of the Code of Virginia (1950), as amended, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. During the pendency of any such action to enforce the Association lien, the Owner shall be required to pay a reasonable rental for the Lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the jurisdiction. The Association shall also have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.