

THE BOARD OF DIRECTORS

COLLECTIONS RESOLUTION

AMBER LAKES HOMEOWNERS ASSOCIATION, INC.

The following resolution has been adopted by the majority vote of the Board of Directors at a special meeting of the Board of Directors.

WHEREAS, the Covenants, Conditions and Restrictions of Amber Lakes Homeowners Association require payment of Common Assessments, Special Assessments, Reimbursement Assessments and any other assessments by the homeowners of real property within said community in order to provide funds for payment of the expenses for upkeep, maintenance and preservation of the common areas therein, and for payment of the other expenses associated with the normal operation of said Association's business and affairs, and;

WHEREAS, said Covenants, Conditions and Restrictions provide the Association's Board of Directors with the power and authority to require regular, special and reimbursement assessments levied against owners of real property within said community (all of whom are required to be members of the Association as a condition of ownership) to be fully and timely paid, and;

WHEREAS, the Board of Directors deems it to be in the best interests of the Association and all the Association's members to establish policies and practices relative to the Association's rights.

WHEREAS, the Board of Directors has fully discussed and considered this matter.

NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following Collection Resolution Policy:

1. **OWNERSHIP.** Pursuant to the Act of Restrictions, the person who is the Owner of the property as of the date an Assessment becomes due is personally liable for the payment of the Assessment.
2. **FISCAL YEAR.** The Board of Directors of Amber Lakes Homeowners Association does hereby set the fiscal year January 1 through December 31 of each year.
3. **DUE DATES.** The annual assessment as determined by the association and as allowed for in the restrictions, articles of incorporation, and bylaws shall be due and payable on the first (1st) day of the month of the new fiscal year in which they are due.

4. *INVOICES.* The Association may invoice an owner as a condition to an owner's obligation to pay assessments or other charges of the Association. The Association may provide an owner with an invoice for annual, special, or reimbursement assessments, although invoices are not required. The invoice shall be delivered via electronic transmission, personal delivery, or US regular mail, if needed, to the owner on or before the due date. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.
5. *LATE CHARGES IMPOSED ON DELINQUENT ASSESSMENTS.* Assessments shall be past due and delinquent if not paid by the thirtieth (30th) day of which they are due as specified above. The Association may impose a minimum twenty-five-dollar \$25.00 late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each owner who fails to pay an assessment by the due date as specified above. The late charge shall be the personal obligation of the owner(s) of the property for which such assessment is unpaid. All late charges shall be due and payable immediately in the manner provided by the restrictions (and as set forth above) for payment of assessments. By majority vote of the Board, the Board may review an owner's current circumstances and delay, reduce, or eliminate the late fee on a case-by-case basis.
6. *INTEREST.* The Association may impose interest on any unpaid balance beyond sixty (60) days from the day of which it is due as specified above. The rate of legal interest is determined on an annual basis at the current rate for each year. The interest shall be a "common expense" for each owner who fails to pay an annual or special assessment by the due date as specified above. The interest shall be the personal obligation of the owner(s) of the property for which such assessment is unpaid. Interest shall continue to accrue until the unpaid balance, late charges, and interest are paid in full, even if the account is turned over to collections. By majority vote of the Board, the Board may review an owner's current circumstances and delay, reduce, or eliminate the interest on a case-by-case basis.
7. *RETURNED CHECK CHARGES.* The law allows the recipient of a NSF check to send a written demand letter to the drawer of the check for payment of the amount of the check plus a service charge not to exceed \$25.00 or 5% of the face amount of the check, whichever is greater. If the drawer fails to make the check good within fifteen (15) business days from the receipt of the demand, the recipient of the check has a cause of action against the drawer for two (2) times the face amount of the check plus the service charge plus reasonable attorney's fees.

This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

Returned check charges shall be the obligation of the owner(s) of the property for which payment was tendered to the Association. Return check charges shall become effective on any instrument tendered to the Association for payment of sums due under the restrictions, articles, bylaws, rules and regulations, or this resolution effective immediately. If two or more of a property owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

8. *ATTORNEY FEES ON DELINQUENT ACCOUNTS.* As an additional expense permitted under the restrictions, articles, bylaws, and statutes, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the association from a delinquent owner. The reasonable attorney fees and collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand.
9. *APPLICATION FOR PAYMENTS MADE TO THE ASSOCIATION.* Payments received from an owner will be credited in the following order:
 - a. Charges for legal fees, court costs, and other costs of collection
 - b. All late charges and interest accrued, as applicable.
 - c. All other charges incurred by the Association resulting from any violation by an owner, his family, agents, or licensees, of the restrictions, articles of incorporation, bylaws, rules and regulations, or resolutions.
 - d. The property assessment or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.
10. *COLLECTION LETTERS/NOTICES.* If payment in full is not received within thirty (30) days of the due date, the Association may send written notice to the property Owner setting forth the amount of the delinquent Assessment and charges owing. If payment in full is not received within sixty (60) days of the due date, the Association may send written notice to the property owner that it may impose interest on any unpaid balance, including late fees. The rate of legal interest is determined on an annual basis at the current rate for each year.
11. *USE OF CERTIFIED MAIL/REGULAR MAIL.* In the event the Association shall send a collection or demand letter or notices to a delinquent owner by regular mail, the Association may also send, but shall not be required to send, an additional copy of that letter or notice by certified mail.

12. *LIENS*. The Association may file a notice of lien against the property on which such charges or assessments are due, which lien shall secure payment of the unpaid charges or assessments, with legal interest, costs, and attorney fees. The lien shall be effective only at the time a lien affidavit is filed in the public records of East Baton Rouge Parish, Louisiana, describing the amount of charges or assessments unpaid, the lot on which same are unpaid, and the owner of such lot whose obligation it is to pay the same. Each such charge or assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligations of the owners of the lot at the time the charge or assessment came due.
13. *REFERRING DELINQUENT ACCOUNTS TO ATTORNEYS*. The Association may, but shall not be required to, refer delinquent accounts to an attorney for collection. If payment in full is not received within ninety days of the due date, the account may be turned over to an attorney for collection. Upon referral to the attorney, the attorney shall take all appropriate action to collect the accounts referred.
14. *REFERRING DELINQUENT ACCOUNTS TO COLLECTION AGENCIES*. The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred. The owner is responsible for all collection's costs and attorney fees, if applicable.

By majority vote of the Board, the Board shall review an owner's current circumstances and grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.


15. *PAYMENT PLANS FOR PERSONAL HARDSHIP*: It is understood that from time to time the board of directors, at its sole discretion and by majority vote, may choose to allow members to enter into hardship payment plans when a member is unable, for whatever circumstances, to pay the required assessment in full by the normal due date. The member requesting a payment plan will have to access the Payment Plan Request Form online or by emailing the HOA Manager or Board, will complete all required items, sign, and date the form, and return to the Management Company or Board. The member, if approved, shall meet all the terms and conditions as outlined in the Payment Plan Resolution.

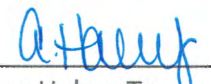
16. *NOTIFICATION TO OWNERS.* The Association shall cause all owners to be notified of this resolution and the late charges, collection fee, returned check charge, and attorney fees to be imposed after the effective date of those provisions of this resolution. All other policies and procedures set forth in this resolution shall be effective immediately.
17. *ONGOING EVALUATION.* Nothing in this resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate the effectiveness and ease of this Collection Resolution and Policy. The Board of Directors may make amendments to this resolution and procedures, by their discretion, at any time and by majority vote of the Board.

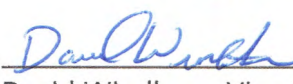
BE IT FURTHER RESOLVED THAT the board shall retain the right to amend or repeal this resolution.

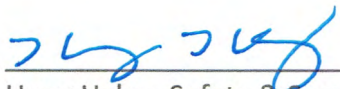
IN WITNESS WHEREOF, the undersigned have executed this resolution the 1st of September, 2020.


Patti Harrell, President


Anissa Rodney, Secretary


Amber Haley, Treasurer


David Windham, Vice-President


Huey Haley, Safety & Security Officer


Ryan Garcia, ACC Chairman