

**TRALEE COMMUNITY ASSOCIATION, INC.**  
**RESOLUTION 2017 - 3**

That the following resolution was adopted by unanimous written consent of the Board of Directors of Tralee Community Association, Inc. (hereinafter "Association") as indicated below:

WHEREAS, pursuant to Section 8.6 of the Declaration of Covenants, Conditions and Restrictions for Tralee (hereinafter "Declaration"), the Board has the authority to determine the manner and dates that assessments must be paid and that "unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year";

WHEREAS, Section 8.8 of the Declaration provides that the Association shall have a lien against each Unit to secure assessments and that delinquent assessments, as well as interest, late charges, and costs of collection (including attorney fees), shall be secured by said lien;

WHEREAS, the Board of Directors takes notice of the recent proliferation of regulations requiring certain procedures for retention, privacy and confidentiality of bank records and credit card information;

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to limit the Association's access to and retention of homeowners' financial records;

WHEREAS, the Board seeks to clarify the assessment payment policies and procedures and to adopt a payment application policy and collections procedure;

NOW, THEREFORE, BE IT RESOLVED THAT, effective January 1, 2018, the payment policy and assessment collections procedure shall be as outlined below:

1. That the Board shall send notice of the Base Assessment amount to each Owner at least 30 days prior to the effective date of the assessment. This notice shall be by regular mail to the owner's mailing address of record with the Association.
2. That the Association will no longer accept credit card payments, nor will the Association enter into automatic draft agreements.
3. That the Base Assessment is due in full on January 1<sup>st</sup> of the assessment year, and is late by the 15<sup>th</sup> of the month. Assessments not paid in full by January 15<sup>th</sup> shall accrue a late fee of Ten Dollars (\$10.00) per month on the 15<sup>th</sup> of each month. However, in an effort to accommodate owners who may have financial difficulty meeting this obligation, the Board will waive the late fee for those owners who enter into a monthly automatic draft agreement or credit card payment agreement with any approved entity through the CINC payment website utilized by the Association. Any such automatic draft agreement must provide

monthly payments by the 15<sup>th</sup> of each month. If automatic draft payments are not received by the 15<sup>th</sup> of each month, a Ten dollar (\$10.00) late fee will accrue on the account.

4. That, unless an agreement is entered into with CINC, a late fee of Ten dollars (\$10.00) per month will accrue upon the account until the assessment account is paid in full.

5. That any payment returned (check or automatic draft) shall incur a returned payment charge of Twenty-five dollars (\$25.00).

6. All collections charges, including administrative fees, late fees, returned payment charges, court costs, and reasonable attorney fees become part of the assessment owed and shall become part of the total assessment account.

7. If payment in full is not received by January 15th due date, or an agreement has not been entered into with CINC as set forth above, a 15-day notice will be sent by the Association, notifying the owner that they have 15 days from the date of mailing of the notice to pay in full and avoid attorneys fees and costs. If payment is not received within that time frame, the account will be turned over to the Association's attorney for collection.

8. The Board may elect, pursuant to the power granted in the Declaration and N.C.G.S. 47F-3-102, to suspend privileges to use the amenities of the Association, including recommending suspension of the use of the Club, for any owner, his family, guests and invitees, whose assessments have remained unpaid for more than 30 days. Such suspension of Association privileges shall not occur until the Owner has been notified and has had opportunity to appear at a hearing before the Board. Suspension of the Club membership shall be in accordance with Club policies.

9. The management company is empowered by the Board to undertake all necessary action to continue collection through the Association's attorney until such delinquency is brought current. In the event that the assessment is considered uncollectable by reason of bankruptcy or foreclosure, etc., the management company will advise the Board of Directors.

9. All payments made upon any account will first be applied to any fines or specific assessments owed, attorney fees and legal costs, late fees, administrative costs, and then assessments, whether Base Assessment or Special Assessment, regardless of any direction or notation from the payor to the contrary.

RESOLVED, that the Board of Directors of the Association voted for and approved the adoption of the foregoing assessment payment policy and procedures, payment application policy, and collections procedure.

The foregoing action was approved without meeting by the Board of Directors of the Association by unanimous written agreement.

All Directors of the Association hereby certify that the foregoing is an accurate representation of the action of the Board of Directors.

This the 28th day of November 2017.

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*Brent Wood*  
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Director (Brent Wood)

DocuSigned by:  
*Reid Smith*  
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Director (Reid Smith)