POLLICY RESOLUTION
FEES, FINES, AND COLLECTION
AUGUST 14, 2019

WHEREAS, “Covenants,” as referred to herein, is the Declaration of Protective Covenants of Lanier Lakes Homeowners Association, Inc., properly recorded in the Madison County Probate Judge’s Office on August 22, 2005;

WHEREAS, “Bylaws” are the Bylaws of Lanier Lakes Homeowners Association, Inc;

WHEREAS, “Architectural Guidelines” are the Rules and Regulations of the Lanier Lakes Homeowners Association, Inc.;

WHEREAS, Section 1. Enforcement – Article XIII General Provisions of the Declaration of Protective Covenants for Lanier Lakes Subdivision gives the Board of Directors the powers and duties necessary to conduct the affairs of the Association to make such rules and regulations as the Directors deem in the best interest of the Association; and

WHEREAS, the Board of Directors is charged with protecting the livability, property values, and integrity of the Covenants, conditions and restrictions of the Association;

WHEREAS, from time to time Owners fail to abide by the terms of the Association’s Covenants, Bylaws, Architectural Guidelines or Rules & Regulations as identified in the Blue Book.

WHEREAS, the Board of Directors may deem it necessary, on a case-by-case basis, to levy fines for violations of the Associations’ Covenants, Bylaws or Architectural Guidelines or Rules & Regulations as identified in the Blue Book rather than initiating a lawsuit to correct behavior that can otherwise corrected by the use of such “fines;”

WHEREAS, the authority to levy fines is consistent with the authority granted to the Board of Directors pursuant to the Covenants;

WHEREAS, for the health, safety, welfare, and comfort and convenience of all residents, the Board wishes to further delineate the rules enforcement policies regarding Fining Procedures issued to the membership on April 10, 2019 for a three-step process to self-help is now revoked.

NOW, BE IT RESOLVED, the Board of Directors of the Lanier Lakes Homeowners Association desires to adopt a formal schedule of fines by which all owner will be bound in the event of a covenant, bylaw, or rule violation;

NOW, BE IT FURTHER RESOLVED, that the following schedule of fines attached as Exhibit “A.” which may be amended and revised from time-to-time, is adopted;

NOW, BE IT FURTHER RESOLVED, that nothing herein shall limit the authority of the Board of Directors to enforce the Declaration of Protective Covenants, Bylaws or Architectural Guidelines by any and all means permitted by law, in addition to levying of fines, as may be deemed necessary.
EXHIBIT “A” – SCHEDULE OF FEES AND FINES

FEES:
1) $150 Annual Assessments - Due on October 1
   -- Late fees of $5/day for 30 days October 2-31.
   -- Once an account reaches 30 days past due, on the 1st of all months thereafter there will be a $100 late fee added to the balance until total obligation is paid in full. This applies only to those accounts with an unpaid balance for an annual assessment including or any fees associated with the collection of that debt.

2) Past due accounts with a balance for any other charges will be assessed a $50/month late fee, commencing on the 1st of the month following an account being >30 days past due. This would include fines for non-compliance, self-help actions, NSF fees, etc. This $50/month late fee will not apply to Annual Assessments as described above.

3) An administrative fee of $100 will be imposed at the commencement of a self-help action, to be assessed when initial notification is issued to the homeowner.

4) NSF fee - $25

5) Property transfers at time of closing - $25

6) Estoppel Certificates - $25

FINES:
1) $50 at time of notification giving owners ten days to remedy the violation or respond to the Board to request a hearing at the next regularly scheduled Board meeting.

2) Failure to correct or respond within the ten-day window will result in self-help and a $100 administration fee.

3) Self-help (Covenants Article XIII, Section 2) gives the Board the right to engage professional services to correct the violation on behalf of the homeowner and bill back those services to the homeowner.

COLLECTIONS:

Any property with an existing debt aged two years will be aggressively collected for all balances owed. The Covenants allow for collection through lawsuit, or foreclosure against the property. Legal fees for this service are added to the balance to be collected.

Legal Fees for Collections
Based on data as of March 2019, representative of the legal expenses typically necessary during the progression of each phase of the collection process.

The following costs are ESTIMATES, provided as a guideline for information purposes only. These are subject to change and will vary depending on the specifics of each case.
Demand Letter (Over 60 Days Past Due)

Attorney’s Fee to Draft Demand Letter to Owner $52.50

Filing of Lien (Over 90 Days Past Due)

(These will be added to the accumulated balance for assessments and fees above and will comprise the total amount of the lien at the time of filing)

Attorney’s Fee to Draft Lien $87.50
Probate Court Fee for Filing of Lien $25.75
Attorney’s Fee to Draft Notice of Lien Filing to Owner $52.50

Release of Lien and Settlement of Account

(These fees are in addition to the face value on the lien and MUST also be paid before the account is considered Paid in Full and the lien is released.)

Attorney’s fees for services incurred after lien filing $175/hour
Attorney’s Fee to Draft Lien Release $87.50
Probate Court Fee for Release of Lien $25.75

Lawsuits (> Two Years Past Due)

(Varies, but in most cases there is a significant increase in attorney fees due to the added level of attention and legal complexity for services necessary to proceed to trial.)

In addition to the owner being responsible for all inception-to-date legal expenses above, outcomes of a lawsuit may include adverse impact on your credit score, garnishment foreclosure, and any other consequences as may be imposed by the Probate Court.

The above fines may be imposed on a one-time, per occurrence, or continuing daily, weekly, or monthly basis as determined by the Board of Directors. All fines levied by the Association are the personal obligation of the offender or the specific homeowner, and shall be added to the Owner’s ledger, and shall become a lien on the Owner’s lot, to the extent permitted by law.
ATTEST:

[Signature]
President

[Signature]
Secretary

Date: August 14, 2019