

**AUBURN MEADOWS HOMEOWNERS ASSOCIATION, INC.
DELINQUENCY POLICY RESOLUTION**

WHEREAS, The Auburn Meadows Homeowners Association, Inc. (“Association”) is responsible for the maintenance, improvement, repair, and operation of the residential community in Hendricks County, Indiana known as Auburn Meadows, including, but not limited to, the payment of insurance thereon, the cost of labor, equipment, material furnished with respect to the common areas; and

WHEREAS, by purchasing a home within the community, each owner covenanted and agreed to pay assessments to the Association for their Protective Life rata share of the Association’s common expenses: and

WHEREAS, there is a need to clarify and ratify orderly procedures now and previously in effect for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association.

NOW, THEREFORE, BE IT RESOLVED that the duly elected Directors of the Association have adopted the following procedures, rules and regulations for the collection of assessments:

- a. The annual assessments are billed shortly after January 1st each year, and are due not later than March 1st. Collections shall be handled by the Association’s property management company.
- b. To be deemed timely, payments must be received (not just postmarked) by the due date at the office or P.O. Box of the Associations’ property management company.
- c. An initial late notice shall be mailed to owners whose payment has not been received and recorded by March 3rd.
- d. Any payment not received by March 3rd shall result in a late charge of \$20.00 (in lieu of 12% interest) being added to the delinquent owner’s account for which the owner is responsible, which shall be deemed a part of the indebtedness to the Association. A \$20.00 late charge will be added each month the dues remain unpaid until the balance is paid or payment arrangements have been made.
- e. Any homeowner that has an open balance on June 3rd will be sent an “Intent to Lien” notice stating:
 - Failure to pay your balance due by July 1st will result in:
 - I. A lien or other legal action against your home and property.
 - II. All costs of this process will be born by the homeowner including all fess that are associated with filing a lien or renewing a lien and/or legal action. This includes but is not limited to all late fees, mailing fees, legal fees, filing fees, attorney’s fees and court costs.
- f. Any homeowner who has an outstanding balance as of July 3rd will be reviewed by the existing Board of Directors at their next meeting. The Board will review the account and determine whether to place a lien on the property or refer the matter to the attorney.
- g. Payments received will be applies in the following order: (1) attorneys’ fees, court costs and expenses incurred by the Association, (2) collection costs of the Association’s property management company, (3) late charges, (4) charges incurred by the Association for “bounced” or “stopped payment” checks, then (5) outstanding assessments