TAMARACK FAIRWAYS HOMEOWNERS' ASSOCIATION RULES & REGULATIONS

PROCEDURES for INVOICING & COLLECTION of ASSESSMENTS

Article II, Section 6 and 9 of the Declaration - See Attachment A

The Tamarack Fairways Homeowners Association invoices for an annual assessment each year. The following procedure was developed to improve the invoicing process for the homeowners.

Annual Assessment:

The annual assessment invoice is sent out to Owners by email or, for those homeowners who have not provided an email or otherwise opted to receive notice by email, by registered mail with proof of delivery, on or before January 15th each year.

Unpaid Invoice:

If an annual assessment invoice is not paid on or before February 15th of the year it is due, it shall be considered late, and a \$50.00 Late Fee shall be assessed. At this time, the homeowner will be considered not in good standing and their voting rights suspended in accordance with Article II, Section 6 of the Declaration until their annual assessment is paid.

Collection:

If an invoice remains unpaid by March 15th of the year it is due, the homeowner and their account shall be turned over for collections to the Association's legal counsel, and any fees and cost incurred by the Association, including attorney's fees, shall be assessed to the homeowner.

Attachment A: (Assessment Authorization)
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR TAMARACK FAIRWAYS
HOMEOWNERS' ASSOCIATION. Article II

Section 6. The Homeowners' Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners' Association against the member's lot remains unpaid.

Section 9. Each member in the Property by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Homeowner' Association regular assessments, fines or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular assessments provided for herein shall follow the calendar year. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made and shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due. The Board of Directors of the Homeowners' Association may, at any time, after consideration for consideration for current maintenance costs and future needs of the Homeowners' Association, fix the actual assessment for any year at any amount deemed appropriate, provided that, any such change shall have the assent of two thirds of the members of the Board of Directors at a meeting duly called for this purpose.

Martin A. Aanugidur Gokul Das Janice Mackey

Brad Culen Chris Lequin Marcia McKee

Kathryn Peters Robin Schmidt

The undersigned members of the Board of Directors of the Tamarack Fairways Homeowner's Association consent to the above

Originally adopted this $\frac{10^{-h}}{2}$ day of January 2025 and this revision supersedes all prior visions as of 1st day of January 2025.