

**RESOLUTION OF THE BOARD OF DIRECTORS OF
SANDS POINTE HOA (hereinafter "Association")
A Idaho Nonprofit Mutual Benefit Corporation**

RESOLUTION NO. 01.2020

Re: BOARD RESOLUTION RE: EXHIBIT A – 2020 STATEMENT OF POLICIES AND PRACTICES FOR DELINQUENT ASSESSMENTS COLLECTION POLICY AND ENFORCEMENT OF LIENS.

WHEREAS, the Declaration of Covenants and Restrictions for Sands Pointe ("C&Rs" and/or "Bylaws") provide the Board of Directors the right and power to levy and collect General and Special Assessments, as well as promulgate rules and regulations for the purposes of managing and controlling the affairs and business of the Association;

WHEREAS, the Board of Directors has adopted the Association's Exhibit A -- Collection Policy for Assessments, a copy of which is attached hereto and made a part hereof by this reference, ("Collection Policy") by which it may: (1) collect delinquent General and Special Assessments, which may be liened and foreclosed; and (2) suspend a delinquent Owner's Membership Privileges for failure to pay assessments; and

WHEREAS, the Board of Directors desires to adopt Exhibit A -- 2020 Statement of Policies and Practices for Collection of Delinquent Assessments and Enforcement of Liens, a copy of which is attached hereto and made a part hereof by this reference, reflecting the updated amounts of annual general and special assessments payable for the 2020 calendar year;

WHEREAS, Pursuant to Idaho State Statute, Title 45 Liens, Mortgages and Pledges:

45-810. HOMEOWNER'S ASSOCIATION LIENS. (1) Whenever a homeowner's association levies an assessment against a lot for the reasonable costs incurred in the maintenance of common areas consisting of real property owned and maintained by the association, the association, upon complying with subsection (2) of this section, shall have a lien upon the individual lot for such unpaid assessments accrued in the previous twelve (12) months.

(2)(a) An association claiming a lien under subsection (1) of this section shall file in the county in which the lot or some part thereof is located a claim containing:

- (i) A true statement of the amount due for the unpaid assessments after deducting all just credits and offsets;
- (ii) The name of the owner, or reputed owner, if known;
- (iii) The name of the association; and
- (iv) A description, sufficient for identification, of the property to be charged with the lien; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts Exhibit A -- 2020 Statement of Policies and Practices for Collection of Delinquent Assessments and Enforcement of Liens reflecting the amount of annual general assessments payable for the 2020 calendar year ("2020 Statement");

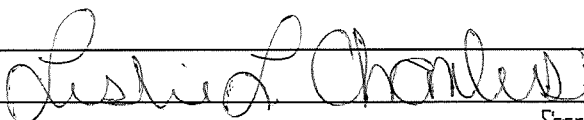
BE IT FURTHER RESOLVED, that the Board of Directors directs Association's Management staff to deliver notice of said adoption to members (via General Notice, if applicable) 30 days prior to the beginning of fiscal year.

CERTIFICATE OF SECRETARY

I certify that I am the duly qualified and acting secretary of Sands Pointe HOA, a Idaho Non-Profit mutual Benefit Corporation. The Forgoing is a true and correct copy of the Resolution duly adopted by the Board of Directors of the corporation at a meeting held on January 15, 2020 and entered in the minutes of such meeting in the minute book of the corporation. The Resolution is in conformity with the articles of Incorporation and the Bylaws of the corporation and has never been modified or appealed and is, as of now, in full force and effect.

Dated: January 15, 2020

By:



Secretary

AMENDED & RESTATED
COLLECTION POLICY FOR
DELINQUENT ASSESSMENTS



SANDS POINTE HOA

2020

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SECTION 67-5909, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 67-5909 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

EXHIBIT A
SANDS POINTE ASSOCIATION
2020 STATEMENT OF POLICIES AND PRACTICES FOR COLLECTION OF DELINQUENT ASSESSMENTS AND ENFORCEMENT OF LIENS

PLEASE READ THIS CAREFULLY

A regular annual assessment, levied as prescribed by Article VIII of the Sands Pointe HOA first stated Covenants and Restriction's, is payable on February 1st of each year. The amount of the assessment is determined by the budget needs of the coming year as established by the Board of Directors. Notification of the amount is announced in the spring of each year and mailed to the designated owner(s) of record. The lifeblood of the association is the assessment.

Statements are sent to the designated owner(s) of record only in January of each year. It is the owner's responsibility to notify the Association office in writing of any address or ownership changes. Ownership changes must be evidenced in the form of a recorded deed or a currently effective policy of title insurance.

Payments may be made by VISA, Discover, MasterCard or American Express online at www.idahoams.com. If you pay by check PLEASE WRITE YOUR CUSTOMER/ ACCOUNT NUMBER ON THE CHECK. **Once any delinquent account has been turned over to the Association's collection attorney, all payments must be made directly to the collection attorney, not the Association.**

The following calendar of proceedings and charges will be in effect for the 2020 fiscal year.

February 1st	\$200.00 Annual Assessment Levied.
March 2nd	Deadline of receipt of assessment. Any assessment not paid by this date is delinquent.
March 3rd	\$200.00 includes interest of twelve percent (12%) \$24.000 will be added on all accounts.
March 31st	All final payments not paid by this date are delinquent. An additional \$30.00 cost for certified mail will also be assessed against the delinquent account.
April 30th	90 days past due -All delinquent accounts will be considered for Liens against first mortgage of property. Final Pay or Lien letter will be sent to delinquent owners.
May 31st	Liens will be processed through Canyon County Courts. Attorney fees will also be assessed against the delinquent owner. All payments to be sent to the Attorney.

Members should be aware that once a lien is recorded with Canyon County, the sale, transfer or refinance of the property is subject to the lien, under the Sands Pointe Governing Documents. Owners are also required to advise prospective purchasers of assessments levied against the owner's lot which remain unpaid prior to any transfer of the lot.

- 1. APPLICATION:** Payments received on delinquent assessments shall be applied to the Owners account as follows: payment shall be applied to the principal owed first. Payments on principle shall be applied to the Owners account by the "balance forward payment" method, i.e., in reverse order so that the oldest arrearages of the principal are retired first. Only after the principal owed is paid in full shall such payments be applied to interest, late charges, collection expenses, administration fees, attorney's fees, or any other amount due to the Association which result in continued delinquencies.

2. **PAYMENT RECEIPTS:** You may send payments to 1123 12th Ave Rd, #423 Nampa, ID 83686 as well as submit payments to the lockbox information as supplied to you on your annual assessment payment statement.
3. **EFFECT OF NONPAYMENT OF ASSESSMENTS AND INTEREST RATE:** Pursuant to CCR, Article VIII, section 8.11, if an assessment payment is not paid with thirty (30) days of its origination due date, the account shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments.
4. **PAY OR LIEN:** If an assessment payment from the Owner is not paid with 90 days after its original due date (for example) if an owner fails to pay an assessment which was due on February 1st, and the failure continues through April 30th, then the assessment would not have been paid within 90 days after its original due date), a notice of delinquency (Pay or Lien letter) shall be sent to the Owner by regular first class mail and certified mail, return receipt requested. The pay of Lien letter shall provide at least 30 days written notice to a delinquent owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, (b) any attorney's fees incurred; and (d) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association collection policy shall be attached to the Pay or Lien Letter.
5. **PAYMENT PLAN STANDARDS:** The Association hereby establishes the following payment plan standards:
 - a. **Payment Within 60 Days:** If an Owner can bring himself/herself/itself current within sixty (60) days, inclusive of assessments which accrue within the sixty (60) days of the payment plan, the Association will forbear filing an Assessment Lien and the Owner will not incur the assessment Lien costs if the payment plan is strictly followed. By agreeing to the 60 day payment plan, the Owner further agrees that if he/she/it fails to make any of the payments identified in the payment plan, the Association shall have the right to file an Assessment Lien without recommencing the pre-lien or Pay or Lien Notice process.
 - b. **Payment Exceeding 60 Days:** In light of the length of time of this payment plan, payment plans exceeding sixty (60) days shall require that the Association record its Assessment Lien to establish itself as a secured creditor. The payment plan shall also include an administrative cost of \$25.00 per month of each month of the plan. All costs related to the recordation of the Assessment Lien shall be part of this payment plan. The payment plan would require payment of all delinquent assessments amortized over the length of the payment plan, along with all assessments which will accrue during the payment plan. The Association shall further require that the Owner sign a Forbearance Agreement which identifies his/her/its obligations of repayment consistent with the payment plan and further provides that if there is a default under the payment plan, the Association can proceed with the collection process as particularly identified within the Forbearance Agreement. Payment plans under this paragraph 5.b should normally not exceed six (6) months.
6. **REQUEST FOR PAYMENT PLAN:** An Owner may submit a written request to the Association for a payment plan consistent with either paragraph 5.a or 5.b above. An Owner can also submit a written request to meet with the Board to identify which payment plan the Owner chooses, as identified in paragraph 5 above. The Board shall meet with the Owner in executive session within 45 days of the postmark of the request for the meeting, if the request is mailed within fifteen days of the date of the postmark of the Pay or Lien Notice.