

**A Resolution of the  
Hawk Ridge Estates Association, Inc.  
(the “Association”)**

**Adopting a Uniform Policy for  
the Payment and Collection of Assessments**

**Recitals**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements Affecting Lots Within Hawk Ridge Estates (the “Declaration”) and the Association’s Bylaws (the “Bylaws” and collectively with the Declaration, the “Governing Documents”) provide for assessments against the Lots and/or Members for Common Expenses, special assessments, and other expenses (collectively, “Assessments”); and

WHEREAS, the collection of Assessments from Members of the Association (the “Owners”) is essential if the Association is able to meet its financial obligations;

WHEREAS, the Owners who do not timely pay their Assessments place the Association in a difficult financial position;

WHEREAS, the Association’s board of directors (the “Board”) is granted the authority to act on behalf of the Association in the collection of Assessments;

WHEREAS, a uniform and strictly enforced policy for the payment and collection of Assessments will help reduce delinquencies and facilitate and expedite the collection of any such delinquencies by the Association; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for the payment and collection of Assessments and for dealing with delinquent Owners in a timely manner;

BE IT RESOLVED, that the following Assessment and Payment Collection Policy (the “Policy”) be adopted by the Association in its entirety:

## Assessment and Payment Collection Policy

**I. Definitions.** The capitalized terms used herein, including in the Recitals, shall have the meanings set forth in the Governing Documents. If a capitalized term is not defined in the Governing Documents, it shall have the meaning specified herein.

### **II. Procedures**

A) The amounts of Assessments for Common Expenses are determined at the time the Association's annual budget is approved. All notices or reminder letters described herein are provided by the Association as a courtesy to Owners. The Association's failure to provide or delay in providing these items shall not relieve Owners from the obligations to pay Assessments in a timely manner and shall not constitute a waiver by the Association of any of its rights and remedies under the Policy, the Governing Documents, or applicable law. The Association will accept payment of Assessments from Owners in the following ways:

1. Payment by Check. Checks must be mailed directly to the Treasurer whose address is listed on the invoice as well as on the Contact Us page of the Association website ([www.hawkridgeestates.org](http://www.hawkridgeestates.org)). Owners who choose to pay using their individual bank's online bill payment service must include the unit address in the Memorandum portion of the payment. Checks must be mailed, and payments submitted through an online bill payment service must be transmitted, on or before the applicable due date to allow time for the processing of the check or online payment prior to the date the payment would be considered late.

2. Payment through Online payment portal. Owners can enroll in automatic ACH payments ("Autopay") which provides for the direct debit of Assessments from an Owner's designated bank account. Owners can also pay using a credit card in this payment portal. The owner will pay any credit card fees associated with any payments. Access to and enrollment in the Autopay option is available on the Association website ([www.hawkridgeestates.org](http://www.hawkridgeestates.org))

## B) Collection Procedures.

1. Annual Assessments for Common Expenses shall be made in advance on or before twenty (20) days prior to the first day of the fiscal year for which the assessments are made. Annual Assessments for Common Expenses shall be due and payable in full. Each installment shall be due within thirty (30) calendar days from the date of the invoice.
2. Special Assessments shall be made within fourteen (14) days after their approval. Special Assessments shall be due and payable in full. Each within 30 calendar days of the date of the invoice.
3. If an Owner does not pay in full any payment due the Association by its due date, the payment will be deemed delinquent. If the Association does not receive a payment by the payment due date, a **Past Due Reminder** will be sent to the Owner.
4. If the Association does not receive a payment by sixty (60) calendar days after the payment due date, a **Severely Past Due Notice** will be sent to the Owner.
5. If the Association does not receive payment by ninety (90) calendar days past the payment due date, the Owner's delinquent account will be referred to an attorney or collection agency for appropriate action. The member will be sent via Registered Mail a **Notice of Collections** or notice of other legal action(s) the Association will take. All fees incurred by the Association for an attorney or collection agency hired to collect any delinquent amount(s) will be assessed against the Owner's Lot(s).
6. If the Association does not receive a payment by the payment due date, the delinquent Owner shall pay damages to reimburse the Association for its time, inconvenience, and overhead in collecting the payment. Reimbursement to the Association by the member may include, but is not limited to, late fees, non-sufficient fund fees and all bank charges assessed against the Association.
7. In addition to all of the rights, remedies and procedures set forth in this Policy, the Association may also avail itself of any other rights, remedies or procedures that are authorized under the Governing Documents and/or Minnesota Statutes or other law or regulation to collect unpaid Assessments. Such other rights, remedies or procedures may include, but are not limited to, the suspension of certain of the delinquent Owner's voting or other rights.

This resolution was adopted by the Board on this 8<sup>th</sup> day of June, 2021 and shall be effective immediately.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her/his hand this 9<sup>th</sup> day of July, 2021.

By: 

Print: Chris Friese

Title: President