

Emerald Bay Billing Policy and Guidelines

This document presents a Billing Policy for the Emerald Bay Homeowners' Association (EBHOA) and provides guidelines for the collection of Annual Assessments. The information contained herein interprets applicable provisions within the Covenants and Bylaws of the Association. The purpose of this policy is to provide a fair and consistent methodology for collecting the Annual Assessments, and to allow for a more reasonable budget process and improved record keeping.

Article V of the Covenants and Restrictions provides the basis for the establishment and collection of Assessments for the Association. Article V of the Bylaws provides the basis for and powers of the Board of Directors of the Association.

This Policy will go into effect on January 1, 2014. Article 7 was changed on August 22, 2016.

1 – The fiscal year of the Association shall be January 1 to December 31 in accordance with Article 5.14 of the Bylaws.

2 – Annual Assessments will be invoiced on or about January 1 of each year in accordance with Article 5.07 of the Covenants.

3 – Annual Assessments are due and payable on or before January 31 of each year.

4 – Payments will be credited to homeowner accounts based on the postmark date.

5 – If payment is not received by February 28, interest will accrue in accordance with Article 5.01 of the Covenants.

6 – Any account not current by April 1 will be subject to the assessment of a lien against the property in accordance with Articles 5.01 and 5.08 of the Covenants.

7 – Any account not current by December 31 will be subject to having a lawsuit filed against the home or lot owner to recover such funds, including interest and expenses, on behalf of the Association.

Approved and published by the Board of Directors, as amended in session on August 22, 2016.

Emerald Bay Homeowners Association
12796 Emerald Bay Drive
Soddy Daisy, TN 37379

References extracted from the Emerald Bay Homeowners' Association Bylaws and Covenants

BYLAWS – ARTICLE V
THE BOARD OF DIRECTORS

5.14 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

COVENANTS – ARTICLE V
ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Developer or Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Developer or Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Developer or Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

5.07 Date of Commencement of Annual Assessments.

A. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the day of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

B. the amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year; however, the Developer or Board may authorize payment in four (4) equal quarterly payments.

C. the due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Developer or Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which Lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Developer or Association in enforcing the lien upon said lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Developer or Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Developer or Association for such payment shall constitute a default, and this lien may be foreclosed by the Developer or Association.