

FAIRFIELD MOUNTAINS PROPERTY OWNERS ASSOCIATION, INC.

MEMBER CHARGING POLICY

WHEREAS, the POA is subject to the Declaration of Restrictive Covenants of Fairfield Mountains first recorded in the Rutherford County Registry of Deeds in Deed Book 388, Page 404, and as amended (hereinafter referred to as the “Declaration of Covenants and Restrictions”), the same providing for the subdividing of lots with the written approval of the Fairfield Mountains Property Owners Association, Inc. (hereinafter “POA”); and

WHEREAS, it is the desire of the Board of Directors to allow its regular members in good standing, provided that certain documentation is provided to the POA, the ability to charge items and services to their member account.

NOW, THEREFORE, BE IT RESOLVED that the POA does hereby adopt the following procedures and policies for extending charging privileges to its regular members:

Charging privileges will be limited to the Primary Member (hereinafter “member”), as defined by the Primary Member Designation Policy, their spouse or domestic partner. Dependents of the member will not be allowed to charge on the member’s account.

The member must complete, sign and return an authorization form, which will be provided by the POA, which will allow the POA to use the member’s credit/debit card to pay for any charges incurred by the member.

The POA will only accept one card number for charging membership assessments, dues, fees or outlet charges. The member can not provide one card number for dues and another for outlet charges.

Payment of the charges on the member’s account must be made by VISA, Mastercard, American Express, or Discover. The member will not be allowed to pay for charges incurred with cash, check, money order, etc.

A statement of monthly charges (items charged between the first day of the previous month through the last day of the previous month) will be mailed to the member within the first full week of the following month. The POA will process the payment to the member’s credit/debit card on the 25th of the month that the monthly bill was send, or the closest business day if the 25th is on a weekend or holiday (hereinafter “payment date”). For example, charges accumulated January 1 through January 31 will be included on a monthly statement sent out on February 7; and on February 25 the account holder’s card will be charged for the activity that accumulated in January.

Any dispute of the monthly charges on the statement must be made to the POA prior to the payment date of the same month in which the charges are billed. Charges to the member's account that are not disputed prior to the payment date will be considered accurate, and the member's credit/debit card will be processed on the payment date.

Charging privileges will be suspended immediately, and the member's card on file may be charged immediately in the following instances:

1. The member does not remain in good standing with the POA;
2. The credit card provided by the member has expired or will expire prior to the payment date;
3. Notification is received that the member has sold or intends to sell the last parcel of property subject to the POA;
4. Violation of the POA Declaration, Rules, Regulations, Policies or Procedures.

The POA Board of Directors reserves the right at any time, and from time to time, to change, amend, or delete any portion of this Policy, or to abandon such Policy when in its judgment the best interests of the property owners of the POA would be best served thereby.

In the event any provision of this Policy is invalid or illegal for any reason, the invalidity or illegality shall not affect the remaining parts of the Policy, but the Policy shall be construed and enforced as if the invalid or illegal provision had never been inserted, and the POA Board of Directors shall have the opportunity to correct and remedy the invalidity or illegality by revising this Policy.

Policy Effective April 10, 2007.

Adopted by the Board of Directors on March 26, 2007.