

# Raintree Homeowners Association

## 2017 Annual Dues Invoice

Dear Raintree Homeowner,

Please consider this your invoice for 2017 Raintree Homeowner's Association dues. If you have any questions please contact the Association's attorney, Timothy D. Wardlow at 901-751-7923.

The amount due is **\$360.00** per lot by January 1, 2017.

Please make check payable to **Raintree HOA** and mail your payment to:  
**Wardlow Wardlow & Cole, PLLC**  
**Attn: Timothy D. Wardlow**  
**7500 Capital Drive**  
**Germantown, TN 38138**

Please reference your lot number and property address on your check. If payment is not **RECEIVED** by January 10, 2017 the below late fee schedule will apply and will be enforced pursuant to the subdivision covenants. Also, interest shall accrue at the rate of 7.25% as of January 1, 2017 on all delinquent accounts.

January 1st: \$360.00 due

January 11th: A late fee will be assessed in the amount of **\$75**. Total due on this date: **\$435**. Please note that as in year's past if you pay your 2017 dues at the annual meeting on Monday, January 23rd, this late fee will be waived.

February 1st: Your account will be classified as delinquent, and an **ADDITIONAL \$150** late fee will be assessed. Total due on this date: **\$585**.

April 1st: Your account will be classified as severely delinquent, an **ADDITIONAL \$150** late fee will be assessed, and a notice of lien will be filed against your property with the Shelby County Register of Deeds. Total due on this date: **\$735**.

If you cannot pay in full by January 1st and want to enter into a payment plan in order to avoid your account becoming delinquent and late fees being assessed, you may sign the payment plan enclosed, agreeing to pay the balance in 6 monthly payments beginning January 1st with a finance charge of \$75.00 which is included in the plan. Executed payment plan and first payment must be received by January 1, 2017.

**This is not a statement of account. If you believe you owe outstanding dues, fees or fines from a prior year, please check with the HOA attorney to determine your balance. Any payment made will be applied to the oldest charges first which may result in your 2017 dues becoming delinquent and late fees charged as above.**

Sincerely,

Patrick Eddings, President  
Raintree Homeowners Association, Inc.  
901-287-1557

# Raintree Homeowners Association

## 2017 Annual Meeting Notice

Dear Homeowner:

Pursuant to the bylaws of Raintree Homeowner's Association, the annual meeting will take place at 7:00pm on Monday, January 23, 2017, at Collierville United Methodist Church located at 454 West Poplar in Collierville, Tennessee. The agenda for this meeting will be as follows:

1. Roll call and certification of proxies
2. Proof of notice of meeting or waiver of notice
3. Reading of Minutes of Previous Annual Meeting
4. Reports of Officers
5. New business
6. Nomination of Directors
7. Election of Directors
8. Adjourn

Please be aware that to be a member of Raintree Homeowner's Association you must be the owner of record of a lot in the Raintree Planned Development, Phases I or II. To be eligible to vote, you must be current on your annual dues and all other outstanding balances must be paid in full. 2017 dues are payable by January 1<sup>st</sup>, 2017, but members have a thirty day grace period to pay their 2017 dues before losing their eligibility to vote, although late fees begin to accrue after January 10<sup>th</sup>, 2017. Thus, if you are current through December 31<sup>st</sup>, 2016, you are eligible to vote at this meeting. Also, note that each lot gets one vote. Each member of a household does not have his or her own vote.

In order for any business or voting to occur at this meeting, there must be greater than thirty-three (33%) of the outstanding eligible votes represented in person or by proxy. It is very important that you attend. If you cannot, please give your proxy to a neighbor. We have included a detailed proxy. If you have any questions about the proxy, please don't hesitate to call me at the number below.

Also please note that there may be openings on the HOA Board this year. If you are interested in being a board member for 2017 please contact me at the number below.

Sincerely,

Patrick Eddings  
President  
Raintree Homeowner's Association  
901-287-1557

***HOMEOWNER PROXY***  
***RAINTREE HOMEOWNER'S ASSOCIATION***

\_\_\_\_\_ the undersigned Homeowner (the "Homeowner"), of

\_\_\_\_\_, Collierville, TN 38017, is entitled to vote at any special or annual meeting of Raintree Homeowner's Association.

The undersigned designate(s) and appoint(s) \_\_\_\_\_ (the

"Proxy") of \_\_\_\_\_, Collierville, TN 38017, as the Proxy for the Homeowner.

By this designation of proxy, the Proxy may attend and represent the Homeowner with the full power to vote and act for the Homeowner in the same manner, to the extent and with the same effect as if the Homeowner were personally present.

This designation revokes any prior designation of proxy that the Homeowner may have given previously with respect to the Homeowner's ownership interest in Raintree Homeowner's Association.

This designation of proxy shall be effective for the Annual Meeting of the Raintree Homeowner's Association to be held on Monday January 23, 2017, at 7:00 p.m., and at all adjournments of such meeting.

The Proxy shall have the full power, as the Homeowner's substitute, to represent the Homeowner and vote on all issues and motions that are properly presented at the meeting(s) for which this designation of proxy is effective. The Proxy shall have the authority to vote entirely at the discretion of the Proxy.

Date of Signing: \_\_\_\_\_ LOT: \_\_\_\_\_

HOMEOWNER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**PAYMENT PLAN  
(PROMISSORY NOTE)**

FOR VALUE RECEIVED, the undersigned individual(s) (hereinafter "Maker") promise(s) to pay to RAINTREE HOMEOWNERS ASSOCIATION, INC. (hereinafter "Holder"), the principal sum of FOUR HUNDRED FIVE Dollars (\$435.00). Payments shall be due on the principal sum according the following schedule:

Due Date: January 1, 2017	Amount: \$72.50
Due Date: February 1, 2017	Amount: \$72.50
Due Date: March 1, 2017	Amount: \$72.50
Due Date: April 1, 2017	Amount: \$72.50
Due Date: May 1, 2017	Amount: \$72.50
Due Date: June 1, 2017	Amount: \$72.50

If any payment is more than 10 days late, a \$15.00 late fee will be assessed to that payment. If all above payment amounts and due dates are met by the Maker, all interest charges will be waived by the Holder. In the event of default, Holder, may at its option and without notice which is expressly waived, assess interest at the rate of seven and one quarter percent (7.25%) per annum from January 1, 2016 until paid as well as the \$375 late fees that would have been assessed according to the late fee policy of the subdivision.

All payments under this payment plan should be sent to **Wardlow Wardlow & Cole, PLLC** Attn: **Timothy D. Wardlow, 7500 Capital Drive, Germantown, TN 38138**, or at such other place as the Holder may from time to time designate.

The Maker by his/her/their signature hereon waives presentment for payment, demand and notice and notice of demand, protest and nonpayment. In the event that Maker defaults in the payments due under the terms of this payment plant, the Holder, in its discretion may declare the entire balance, including all interest, and other charges or fees accrued, to be due and payable immediately.

In the event it becomes necessary, in the Holder's opinion, to place this payment plan with a licensed collection agency or attorney to collect any amounts due hereunder, the Maker agrees to pay all charges and expenses incurred in the collection of such past due amounts, including a reasonable attorney's fee. In the event it becomes necessary, in the sole opinion of the Holder, to undertake additional legal action of any nature, including without limitation lawsuit or foreclosure, to collect any amounts due hereunder, the Maker agrees to pay, in addition to all charges and expenses incurred by the Holder, a reasonable attorney's fee.

**THE UNDERSIGNED HAS READ AND UNDERSTANDS ALL OF THE ABOVE**

\_\_\_\_\_  
(Maker's Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Maker's Signature)

\_\_\_\_\_  
DATE

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_