

**TANYARD SPRINGS HOMEOWNERS ASSOCIATION, INC.**  
**PROCUREMENT AND USE OF ASSOCIATION CREDIT CARD**

**ADMINISTRATIVE RESOLUTION NO. 2017-1**

**(Establishing procedures for the expenditure of Association funds  
by the President of the Board and Management using an Association Credit Card).**

[Unless otherwise noted herein, all capitalized terms shall have the same meaning as set forth in the Articles of Incorporation, Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Rules and Regulations (“Governing Documents”) for Tanyard Springs Homeowners Association, Inc. (the “Association” or “HOA”).]

**WHEREAS**, Article 7, Section 7.1 of the Bylaws of the Association grants the Board of Directors (hereinafter “the Board”) the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents; and

**WHEREAS**, Article 13, Section 13.1(b) and (e) of the Declaration of the Association provides, in part, that the Board shall employ for the HOA a professional management agent or manager (“Management”) to perform such duties and services as the Board shall from time to time authorize in writing, including, but not limited to, providing for the operation, upkeep, and maintenance of the HOA Common Area and providing such other services, including legal and accounting services, for the HOA as may be consistent with law and the provisions of the Governing Documents; and

**WHEREAS**, the Board deems it to be in the best interest of the Association and Owners to obtain a credit use to be issued in the name of the Association to help with the management and operation of the Association and to establish a procedure for the use of an Association credit card.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board hereby adopts the following procedures for procuring and using of an Association credit card.

**I. PROCUREMENT OF CREDIT CARD**

1. The Association shall obtain and utilize a credit card for the arrangement and payment of authorized community expenses whereby a deposit is necessary, to accelerate and streamline the process of obtaining materials, when a purchase is desired from a non-registered vendor (such as a vendor on the internet) or the total amount of the expense cannot be predetermined to facilitate a check request. The Association General Manager shall research and propose to the Board applications for a credit card to be issued in the name of the Association with a credit limit of no more than Five Thousand and No/100 Dollars (\$5,000.00).

2. Any credit card issued in the name of the Association shall include the General Manager and the Portfolio Manager as an authorized user. The only authorized individuals able to make use of the Association's credit card shall be the General Manager, the Portfolio Manager

and the President of the Board.

3. Each year, immediately following the Annual Meeting of the Association, the credit card agreement shall be changed by the Board and a new card shall be reissued in the name of the President of the Board.

4. The address of the corporate office of the Management Agent shall be used for the issuance of the Association credit card and all statements shall be mailed to that office, with a copy sent to the General Manager for reconciliation.

5. All charges noted on the invoice shall be compared to the receipts submitted. The General Manager and Board President will be contacted for further validation regarding any charge for which there is no receipt in order to process a payment.

## **II. USE OF CREDIT CARD**

1. The credit card shall remain in a lock box in the on-site management office when not in use.

2. The credit card shall be used only:

a. In situations where payment cannot be made using petty cash or a check issued by the Association;

b. For one instance relating to the operation, care, upkeep and maintenance of the common elements;

c. Upon specific authorization of each item purchased by the Board.

3. All credit card statements shall be mailed to the corporate office of the Managing Agent for thorough review and reconciliation prior to payment. The Treasurer shall, with the General Manager, review the credit card usage, including a review of all credit card statements, no less than once per month.

4. A full report of action taken by the President in accordance with this Resolution shall be presented at the first meeting of the Board of Directors after the action was taken. The report shall include a description of the circumstances as well as action taken, including copies of all receipts.

5. The credit card shall not be used, in any circumstance, for personal expenses, including, but not limited to, the purchase of personal property, payment of any bills or debts personal to any co-owner, director, or officer, or for the purchase of gasoline.

6. At the end of the term of the employment of the General Manager and/or the Portfolio Manager, the credit card(s) will be returned and the account will be updated accordingly.

7. Any lost or stolen cards shall be reported to the General Manager immediately, and the General Manager shall immediately notify the issuing credit card company of the loss.

**INDIVIDUALS AUTHORIZED TO USE ASSOCIATION CREDIT CARDS**

The individuals listed below are hereby authorized and directed to borrow, in the name and on behalf of the Association, from the holder of the credit card (Visa), an amount not to exceed \$5,000.00 for such period of time and upon such terms as they may deem advisable and to execute any and all documents necessary to consummate a credit card line of credit.

Card Holder(s) name and Position

POSITION

INDIVIDUAL LIMIT

General Manager

Share Entire Limit

Portfolio Manager

Share Entire Limit

President of the Board

Share Entire Limit

TANYARD SPRINGS HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2017-1

RESOLUTION ACTION SHEET

PROCUREMENT AND USE OF ASSOCIATION CREDIT CARD

Duly adopted at a meeting of the Board of Directors held on 4/11, 2017

Motion By: Jayla Walters      Seconded By: Jason Hunt

	Vote: Yes	No	Abstain	Absent
<u>Jason Hunt</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Mike Down</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Brian Twell</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jayla Walters</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Raquel d'Onofrio's</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: [Signature]  
Secretary

Date: 4/11/17

File:

Book of Minutes: 4/11, 2017

Resolution Effective: 4/12/17

## Credit Card Request Checklist

Association Name:

Tanyard Springs HOA

Contact Name and Number:

Tamra Demasak (410) 360-4018

**Please include this checklist as a cover page for all credit card requests.  
PLEASE DO NOT SEND AN INCOMPLETE CREDIT CARD REQUEST.**

With respect to requests for credit cards, the following must be submitted for each request.

- Completed Credit Card Application (***Please include each card holder's social security number and date of birth. The information is for security purposes only. A credit report will not be pulled for the card holder.***)
- Most current YTD and previous year-end financial statement (balance sheet and income statement)
- Articles of Incorporation or articles of formation
- Borrowing Resolution (basically a signed statement by the Board President & Secretary saying that the named person(s) are authorized to arrange a credit card line to facilitate association transactions)

***Please note:***

- ***The request will not be submitted until we receive all the information above.***
- ***PLEASE DO NOT SEND AN INCOMPLETE CREDIT CARD REQUEST.***
- ***Include the credit limit for each card holder on the application.***
- ***No guarantor is required.***
- ***The minimum amount for a credit card is \$1,000.00.***
- ***Any request over \$10,000.00 will require 6 months of financial statements.***
- ***Preferably the president & treasurer should be on this account.***

Please send completed request to Bertha Valdez at [bvaldez@ppbi.com](mailto:bvaldez@ppbi.com) or fax to 972-701-1155.



**Subject:** Client Credit Card Reimbursement Processing

**Date Issued:** April 1, 2015

**Issued by:** Client Shared Services Center (CSSC)

**Prior Policy Date:** New (CSSC)

**CSSC Policy #:**

## Statement of Policy

# Client Credit Card Disbursement Processing

### Overview:

This policy has been created and implemented to provide a standard for processing client credit card reimbursements as implemented and processed by the CSSC.

### Policy:

Associa does not want association credit cards to be in the name of any of our employees or in their possession. This puts our employees in a position for possible misuse or personal use of an association's funds. Exceptions are only permissible in situations where the employee has to have a credit card in order to perform their job and only upon approval by the Branch President. When credit cards are opened on behalf of a client account for purchases to be made for the benefit of the association; the requirements below are required for any disbursement made to a credit card and/or house account in the name of an Associa managed association.

#### Issuance of a Client Credit Card:

- All credit cards / house accounts opened on behalf of an Associa managed Association requires authorization from the Board of Directors via association meeting minutes.
- Branch President approval must be retained with signed disclosure form in employee's HR file.
- Credit cards / house accounts are to be opened in the name of the Association or Association and Board Members only. At no time should an Associa employee be listed as the owner of a credit card and/or house account as well as maintain possession of the card. In the event an Association is adamant about the fact that an Associa employee has access to a credit card, the "Credit Card Disclosures With Employee Acknowledgement" form must be completed by the employee. The acknowledgement is the employee's testament that the credit card is to be used only in the direct benefit of the client (association) and not for personal use.



## Credit Card Disclosures.doc

### Requirements for Disbursement:

- Client credit card / house accounts must be appropriately set up in C3 and Strongroom with the vendor type "Credit Card". This coding will ultimately ensure the disbursement request is routed to the appropriate level of approval.
- Credit Card Disbursement from Employee: Disbursement requests that are submitted by an Associa employee for client credit cards / house accounts must have at a minimum a completed check request form, credit card / invoice statement and itemized receipts. Itemized receipts are defined as having the amount, vendor, date and description of the items or services purchased.
- Credit Card Disbursements from Association (Board Member): Disbursement requests that are submitted by an Associa employee for client credit cards / house accounts must have at a minimum a completed check request form, credit card / invoice statement and itemized receipts. In the event a Board Member refuses to provide itemized receipts the check request form completed by the Community Manager should state "Board Member (name) will not provide itemized receipts and directed the branch to pay by statement only". The CAM should educate the board the reasons why having itemized receipts benefit and protect them. It allows a detail of what was purchased in the accounting system of record. When a new board member joins the board they have access to details of what was purchased so there is no question as to the legitimacy of the purchase for association business.

### Approval:

- All credit card / house account (vendor type Credit Card) are required to go through the executive approval process in Strongroom.
- Executive approvers should be diligent in reviewing transactions and itemized receipts to ensure all purchases made are legitimate and on behalf of the association.

**CREDIT CARD DISCLOSURES WITH  
EMPLOYEE ACKNOWLEDGMENT**

**Employee Name:** Tamru Demsash  
**Employee Title:** General Manager  
**Branch:** CMC-954  
**Cards Issued:** Tanyard Springs HOA Visa (examples: Exxon Gas Card,  
(no numbers!) Holly HOA Visa)

The company or Association will issue company credit cards to certain employees for use in their jobs. There is always risk involved that a card user might use the card for personal purposes. This acknowledgement is to set expectations for both the employee and company or Association for the user. By signing below, Employee agrees that all work related credit cards issued to Employee are for use in the course and scope of Employee's duties in the position described above. Employee will treat the issued credit cards with the utmost care and consideration while in Employee's possession and shall not use any credit cards issued to Employee for unrelated personal expenses.

When an Association issues a credit card to an employee it must be noted in the board meeting minutes who it was approved by on the board, who it was issued to and what the purpose of using it is for. Itemized Receipts for all purchases must accompany the statement in order for accounts payable to process the payment. Itemized receipts show the line item that describes the products or services purchased. This allows detailed records to be available to the company or the Association to review the detail for all purchases.

Further, Employee understands and agrees to the following:

1. I understand the issued credit cards are not my property;
2. I will use the issued credit cards only for purposes related to my employment;
3. I understand that if I have a gas card issued to me it is included in this policy;
4. I understand that if I have an Association credit card issued to me it is included in this policy;
5. I will care for the credit cards assigned to me and not leave them in unsecured locations;
6. No personal expenses are permissible on the card, if it is used for personal expenses it could be cause for dismissal.
7. I will not allow another individual to use my issued credit cards;
8. I will report the loss or theft of credit cards, or any unauthorized charges immediately;
9. I agree to return the issued credit cards before my last day of employment, or upon request by my employer, as well as inform my employer of any pin numbers or authorizations;
10. I will not obtain cash advances from any business credit card.
11. I understand that if I do have unauthorized charges on my credit cards upon termination that I am responsible for the repayment of all unauthorized charges.

**Agreed:**

  
\_\_\_\_\_  
**Employee Signature**

  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CEO Approval of Business Use Signature**

\_\_\_\_\_  
**Date**

# Pacific Premier Bank

## VISA® Business Credit Card Application

PLEASE CHOOSE ONE:  Preferred Points Card  Standard Card  
Rewards Option \$49 Annual Fee per Account No Annual Fee

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **WHAT THIS MEANS FOR YOU:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**MARRIED WI RESIDENTS:** If you are applying for an individual account or a joint account with someone other than your spouse, and your spouse also lives in Wisconsin, combine your financial information with your spouse's financial information. You understand that we may be required to notify your spouse of this account. Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to TIB-The Independent Bankers-Bank at P.O. Box 569120, Dallas, TX 75356-9120.

**BUSINESS NAME (BORROWER)** Tanyard Springs HOA **BUSINESS ADDRESS** 6920 Heritage Crossing  
**CITY** Glen Burnie **STATE** MD **ZIP CODE** 21060  
**BUSINESS PHONE** 410-360-4018 **TAX ID#** 26-1778023  
**OWNERSHIP (CHECK ONE)**  Sole Proprietorship  Partnership  Private Corporation  Public Corporation  Non Profit  
 Type of goods or services provided: Homeowners Association Number of Cards Requested: 1 Number of Accounts Requested: 1  
 If proprietorship, partnership or private corporation, have any of the principals ever filed for bankruptcy?  Yes  No Number of years current management has operated business: \_\_\_\_\_  
 When would you prefer to receive your monthly statement? (Check one)  Week 1  Week 2  Week 3  Week 4  Week 5

**IMPORTANT! THE FOLLOWING INFORMATION MUST ACCOMPANY APPLICATION:**  
CLIENT YEAR END FINANCIAL STATEMENTS INCLUDING BALANCE SHEET AND INCOME STATEMENT. IF APPLICANT IS A CORPORATION, INCLUDE CORPORATE RESOLUTION AND ARTICLES OF INCORPORATION. IF APPLICANT IS A PARTNERSHIP, INCLUDE PARTNERSHIP AGREEMENT.

**Applicant Information (Copy to make additional pages if needed)**

**NAME** Tamru Damsash **TITLE** General Manager  
**CREDIT LIMIT REQUESTED** 5,000 **DATE OF BIRTH** 12-31-1977 **SOCIAL SECURITY NUMBER** 217-85-0932  
**ADDRESS** 7335 Summit Rock Road **CITY** Elkridge **STATE** MD **ZIP** 21075  
**SIGNATURE** X  
**NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
**CREDIT LIMIT REQUESTED** \_\_\_\_\_ **DATE OF BIRTH** \_\_\_\_\_ **SOCIAL SECURITY NUMBER** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**SIGNATURE** X  
**NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
**CREDIT LIMIT REQUESTED** \_\_\_\_\_ **DATE OF BIRTH** \_\_\_\_\_ **SOCIAL SECURITY NUMBER** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**SIGNATURE** X

**LOAN APPLICATION CERTIFICATION:** Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/we understand that you will retain this application whether or not it is approved. You are authorized to check my/our employment history and to ask questions about my/our credit experiences. This application is submitted to obtain credit. I/we authorize you to (i) make inquiries (including requesting reports from consumer credit reporting agencies and other sources) in evaluating my/our credit application and subsequently in connection with any extension of credit, update, renewal, review, or collection of my/our account or for any other legal purpose and (ii) release information to others about my/our credit history with you. I/we agree this application will remain your property whether this application is approved or not.

**STATE LAW DISCLOSURES:** **CA Residents:** Regardless of your marital status, you may apply for credit in your name alone. If this is a joint account, after credit approval, each applicant has the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant. **DE and MD Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. **NY Residents:** Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Banking Department, 1-800-645-8866. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law. **Married WI Residents:** No provision of a marital property agreement, a unilateral statement under section 766.59, or a court decree under section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**DATE** \_\_\_\_\_ **OWNER, PARTNER OR PRESIDENT** *X [Signature]* **PARTNER OR SECRETARY/TREASURER** *X [Signature]*

### PERSONAL GUARANTY AGREEMENT

**FOR VALUE RECEIVED** the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the full amount of the VISA Card and Credit Devices loan pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become liable or obligated to Bank, whether such liability or obligations be in contract or tort; provided, however, that Guarantors shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all VISA cards issued by Bank for the account of Borrower.

Notwithstanding any other provision of this guaranty or the guaranteed indebtedness, Bank and Guarantors agree that Guarantors shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness, to pay interest in excess of the maximum interest rate as may be authorized by law for certain contracts which constitute the guaranteed indebtedness and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the above said contracts for interest, if and to the extent enforceable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other actions in execution hereof or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Bank in the collection of any indebtedness or obligation hereby guaranteed, and agree that Bank shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or enforce any collateral or security or any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the guaranteed obligations. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the option of Bank, without joining or bringing in any other Guarantor as parties thereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, that the undersigned Guarantors, jointly and severally, promise to pay Bank on demand any and all attorney's fees and other costs and expenses incurred by Bank.

This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or any instrument issued by Guarantors; this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact will not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness had been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty, and this guaranty shall continue effective notwithstanding any legal disability of Borrower.

In the event of the death of any of the undersigned Guarantors, this guaranty shall bind the decedent, his heirs, executors and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time and in writing of such death as recorded by the Cashier of Bank or as to all renewals and extensions thereof, in whole or in part when so made, but its guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by the Cashier of Bank unless and until the said Cashier has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information. Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors assuming and defending this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited and may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall remain to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with respect to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereto. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The amount by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude payment or subsequent execution of any other right or remedy.

This guaranty agreement is enforceable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not modify, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement, and accordingly, if any provision or provision of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

**THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL, AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTERNAL EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_

**Personal Guaranty** \_\_\_\_\_ **Personal Guaranty** \_\_\_\_\_

**BANK # 4038** **EMPLOYEE CODE:** (Not to exceed 5 alpha or numeric characters) **27298**

**CL** \_\_\_\_\_ **CDS** \_\_\_\_\_ **DT** \_\_\_\_\_ **BY** \_\_\_\_\_

Please print, sign, and fax this completed application (page 1) along with any required supporting documentation to: 972.650.7054.

## VISA® Business Credit Card Application

	STANDARD CARD	PREFERRED POINTS CARD
<b>Interest Rates and Interest Charges</b>		
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.24%</b> This APR will vary with the market based on the Prime Rate. <sup>a</sup>	
<b>APR for Balance Transfers and Cash Advances</b>	<b>14.24%</b> This APR will vary with the market based on the Prime Rate. <sup>a</sup>	
<b>Penalty APR and When It Applies</b>	<b>19.24%</b> – This APR will vary with the market based on the Prime Rate. <sup>b</sup> This APR may be applied if you allow your Account to become 60 days past due. <b>How Long Will the Penalty Apply?</b> If your APR is increased for the reason stated above, the Penalty APR will apply until you make three consecutive minimum payments when due.	
<b>How to Avoid Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/credit-cards/">http://www.consumerfinance.gov/credit-cards/</a> .	

<b>Fees</b>		
<b>Annual Fee</b>	<b>None</b>	<b>\$49 per Account</b>
<b>Transaction Fees:</b> Balance Transfer and Cash Advance International Transaction	Either <b>\$10</b> or <b>3%</b> of the amount of each balance transfer or each cash advance, whichever is greater. <b>2%</b> of each transaction in U.S. dollars.	
<b>Penalty Fees:</b> Late Payment Returned Payment	<b>\$25</b> <b>\$25</b>	
<b>Other Fees:</b> Pay-by-Phone	Up to <b>\$10</b> for agent assisted payments.	

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**Prime Rate:** After the introductory rate, the APR will vary based on changes in the Index, the Prime Rate (the base rate on corporate loans posted by at least 70% of the ten largest U.S. banks) published in the *Wall Street Journal*. The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Board of Governors of the Federal Reserve System. Changes in the Index will take effect beginning with the first billing cycle in the month following a change in the Index. Increases or decreases in the Index will cause the APR and periodic rate to fluctuate, resulting in increased or decreased interest charges on the Account. As of December 24, 2012, the Index was 3.25%.

<sup>a</sup> We add 10.99% to the Prime Rate to determine the APR for Purchases, Balance Transfers, and Cash Advances. The Account will never have an APR over 21%.

<sup>b</sup> We add 15.99% to the Prime Rate to determine the Penalty APR. The Account will never have an APR over 21%.

If at least one box at the top of the application is not checked, or, if too many boxes are inadvertently checked, you will be deemed to have selected the Standard Card with the Individual billing option.

The issuer and administrator of the credit card program is TIB-The Independent BankersBank.

The information about the cost of the Card described in this table is accurate as of January 1, 2013. This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write TIB-The Independent BankersBank, P.O. Box 569120, Dallas, Texas 75356-9120.

Please print and save this page for your records.

Board of Directors Resolution

Tanyard Springs HOA  
HOA Name

Resolved, that the individuals listed below are hereby authorized and directed to borrow, in the name and on behalf of the Association, from First Associations Bank and/or its third party vendor TIB - The Independent BankersBank (aka TIB), an amount not to be in excess of \$ 5000, for such period of time and upon such terms as they may deem advisable and to execute any and all documents necessary to consummate a credit card line of credit.

Card holder(s) name and position:

Tamra Demsook, General Manager \$ \_\_\_\_\_ or  share entire limit  
Name Position Individual limit

\_\_\_\_\_, \_\_\_\_\_-\$ \_\_\_\_\_ or  share entire limit  
Name Position Individual limit

\_\_\_\_\_, \_\_\_\_\_-\$ \_\_\_\_\_ or  share entire limit  
Name Position Individual limit

\_\_\_\_\_, \_\_\_\_\_-\$ \_\_\_\_\_ or  share entire limit  
Name Position Individual limit

The undersigned Secretary and President certifies that they are the duly elected board members of this Association, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of the Association.

Dated: 04-11-2017

[Signature]  
Secretary

Jessie Hart  
Print name

[Signature]  
President

Sayla Walters  
Print name