

34th Street Enclave Homeowners Association
16625 S Desert Foothills Pkwy
Phoenix, AZ 85048 (480) 759-4945 / FAX (480) 759-8683

RESOLVED, that the following **ASSESSMENT COLLECTION POLICY** shall be adopted effective immediately:

LATE FEE: A late fee equal to 10% of the assessment installment may be charged to every account where an assessment installment was not paid within 15 days after the due date.

Assessment Collection Schedule:

1. Written late notice to property owner on the 15th day after the first unpaid assessment informing them that the account is outstanding and a late fee has been applied.
2. Written collection and intent to lien demand letter mailed the 45th day after the first delinquent assessment was due. All demand letter fees are the responsibility of the property owner. Property owner is given 15 days from demand letter date to remit payment or contact the management company to enter into a payment plan.
3. Every account that shows an assessment balance of at least 60 days past due may be transferred to the association's collection agent for commencement of collections and a notice of lien may be recorded. All fees are the responsibility of the property owner. At any time during this process, the property owner may request to enter into a payment plan for all outstanding assessments and fees. The association may not release its lien until such time as all assessments, late fees, and related collection costs have been paid in full.
4. For every account that shows a balance of assessments and other charges at least 90 days past-due one of the following processes may occur:
 - At the discretion of the board of directors, accounts may be referred to small claims court to obtain a personal judgment against the owner(s) of the lot whose responsibility it is to bring the account current. All collection costs are the responsibility of the lot owner.

-OR-

- At the discretion of the board of directors, accounts may be referred to the association's attorney for further collection activity including, but not limited to, civil suit and/or foreclosure. All legal fees, collection and court costs are the responsibility of the lot owner.

Foreclosure Collection Procedure:

- At the discretion of the board of directors, lots foreclosed upon with account balances less than \$3,500.00 may be referred to small claims court to obtain a personal judgment against the owner(s) of the lot whose responsibility it was to bring the account current at the time of foreclosure.
- At the discretion of the board of directors, lots foreclosed upon with account balances greater than \$3,500.00 may be referred to the association's attorney to pursue a personal judgment in justice court against the owner(s) of the lot whose responsibility it was to bring the account current at the time of foreclosure.

Payments will be applied to an account as follows (pursuant to Arizona Revised Statutes):

1. Past due assessments
2. Late Charges
3. Collection Fees (Demand Letter/Lien/Collection Agency/Skip Trace/Court Fees)
4. Legal Fees/Costs
5. Monetary Penalties

The board of directors may decide not to consider a waiver request for late fees, lien fees or collection fees incurred on an account where the assessment was not paid in accordance with the Assessment Collection Policy through no fault of the association or its agent.

Payment plans will be accepted under the following conditions:

Payments made without benefit of a properly executed payment plan will not be construed as a payment plan, and collection activity may be initiated in accordance with the Assessment Collection Policy.

Late fees as provided in the assessment collection policy may not be charged during the term of the payment plan if payments are received in accordance with the plan.

A minimum payment plan equal to the current assessment installment plus one-twelfth of the past-due account balance will be accepted on a monthly basis. Any other payment plan is subject to approval by the board of directors.

A lien may be filed and legal collection proceedings may be implemented upon default of a payment plan with no further notice to the property owner.

IN WITNESS WHEREOF, the undersigned have executed this consent as of 1/18, 2018



For the Board of Directors
34th Street Enclave Homeowners Association