

THE TOWNSHIP COMMUNITY ASSOCIATION
Collection of Assessments Policy

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for **The Township Community Association** contains the covenant for assessments,

WHEREAS, there is a need to bring this procedure for the collection of assessments to view by the community in one document for ease of reference, and

WHEREAS, it is the intent of the Board of Directors to comply with and implement the procedures for the collection of assessments,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors has adopted the following policy.

1. **Assessments and Due Dates:** Regular assessments shall be levied annually in **Quarterly** installments and are due and **payable on the 1st day of the first month corresponding to the installment period.** Special assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. Regular and special assessments in whole or in part shall be **delinquent if not paid within 30 days** after they become due.
2. **Late Fees & Interest:** When an installment payment of a regular assessment or a special assessment in whole or in part becomes delinquent, the Managing Agent shall notify the Owner with a 1st late notice and the Owner's account with the Association shall be charged with a late payment of **\$15.00** per quarter.

For any regular assessment or special assessment in whole or in part that is **60 days or more past due**, the Managing Agent shall notify the Owner with a 2nd late notice and the Owner's is subject to interest at a rate of 10% per annum until paid.

For any regular assessment or special assessment in whole or in part that is **90 days or more past due**, the Managing Agent shall notify the Owner with a Final Demand Notice and advise the Owner their account will be sent to the Association Attorney for further action if payment not made within 30-days.

3. **Assignment of Account for Collections:** If the owner's assessment account remains delinquent for more than **120 days** in whole or in part, the Association shall send said account to the Association Attorney for further action. The Association may also pursue one or more of these alternatives: (1) non-judicial foreclosure proceedings, (2) court action, or (3) judicial foreclosure.
4. **All Recoverable Costs:** As provided by law, any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest charges, management or collection company administrative costs, charges of preparing and mailing notice, intent and/or demand letters, recording costs, legal expenses and the like shall be an additional charge against the owner and the owner's lot and shall be subject to collection action pursuant to this Policy.
5. **Notice of Intent to Lien:** If an account remains unpaid for **120 days** after it becomes delinquent, in whole or in part of, the Association Attorney shall send an "Intent to Lien Letter" to the unit's owner(s) in accordance with Arizona Revised Statutes. The Association Attorney shall notify the unit's owner(s) by certified and first-class mail that a lien will be recorded against the unit's owner(s) lot unless the entire balance of the account is paid within **20 days** from the date of the letter. The Collection Agency may require that the payment be made in certified funds.
6. **Recording of the Lien:** A Notice of Delinquent Assessment Lien may be recorded in the County Recorder's Office if within the given timeframe, the owner fails to pay the entire balance of the account, which may include but not limited to, the following: delinquent assessments, interest, late fees, management administrative fees, attorney's fees and collection fees and costs.

7. Foreclosure: The Association has the option to proceed with foreclosure whether judicially or non-judicially. Once the Notice of Delinquent Assessment Lien is recorded and mailed, pursuant to Arizona Revised Statutes, and goes unpaid for no less than 30 days after the mailing of the Lien for Delinquent Assessments.
8. Payment Agreements and Allocations: Requests for Payment Agreements must be submitted by the unit's owner(s) in writing. The Association Attorney may enter into Payment Agreements of limited terms and conditions on behalf of the Association. The Board will determine acceptable terms and conditions and notify the Association Attorney in writing. Any requests for terms other than those pre-approved by the Board require the approval of the Board prior to the execution of the agreement. The Agreement allows the owner to make scheduled partial payments on the entire balance owing, in addition to the current assessments. Failure to meet any terms of the written agreement shall give the Association and/or its Attorney the right to immediately continue the collection process without further notice to the owner bringing all amounts due and payable. All payments received shall be allocated to the Association in accordance with current law.
9. Recovery of Legal and Collection Fees and Costs: If a lawsuit or a foreclosure proceeding is initialized by the Association to recover assessments, the Association is entitled, by law, to not only recovery of the amounts in default, late charges and interest, but additionally all collection fees and costs including title company, posting and publishing company charges, and legal and attorney's fees.
10. Write-Offs:
10. Write-Offs: The Executive Board must approve all write-offs of hard-costs.
11. Effective Date of this Policy. This policy was duly adopted by the action of the Board of Directors on February 20, 2018, and shall be effective as of the same date.
12. Policy Adoption: This resolution of the Board of Directors for The Township Community Association has been duly adopted at the February 20, 2018 meeting.

By: _____
 President - (HOA)

Attested By: _____
 Secretary - (HOA)