



**PRESCOTT COUNTRY CLUB
PROPERTY OWNER ASSOCIATION
ASSESSMENT COLLECTION POLICY**

MARCH 10, 2021

Pursuant to the Arizona Nonprofit Corporation Act, A.R.S. 33-1803 and 33-1807 and Article C of the Declaration of Covenants, Conditions and Restrictions for the Prescott Country Club, the following resolution is hereby adopted by the Property Owners Association - Board of Directors.

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of Assessments owing and to become owed by the Owners of Parcels/Lots in the Association and are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of Assessments levied against Parcels/Lots.

1. **POLICY OBJECTIVE.** The Association will pursue collection of all Assessments pursuant to the Declaration and this Assessment Collection Policy. The term "Assessment" shall include all Regular Assessments and Special Assessments or any other fees or taxes allowable in the Covenants, Conditions and Restrictions.
2. **OWNERSHIP INTERESTS.** Pursuant to the Declaration, the person who is the Owner of a Parcel as of the date an Assessment becomes due is personally liable for payment of the Assessment. The personal obligation for delinquent Assessment shall not pass to the successors in title of the Owner unless expressly assumed by them.
3. **RETURNED CHECK FEE.** In order to recoup costs incurred because of the additional bank charges for a returned check, collection of these fees are part of the Collection Policy. These bank fees and charges, will be added to the amount outstanding and are collectable to the same extent and in the same manner as the delinquent Assessment.
4. **APPLICATION OF FUNDS RECEIVED.** All money received by the Association will be applied to the amounts outstanding to the extent of and in the following order:
 - a. First to the unpaid Assessment amount.
 - b. Last to the late fees, returned check fees, lien fees, collection agency costs and attorney's fees incurred by or on behalf of the Association.
5. **PARTIAL PAYMENTS AND APPLICATION OF FUNDS.** The owner will still be considered to be delinquent upon making of partial payments.
6. **OWNERSHIP RECORDS.** All collection notices and communications will be directed to those persons shown by the records of the Association and/or Yavapai County as being the Owner of the parcel for which the Assessments are due and will be sent to the most recent address. Any notice or communication directed to a person at an address, in both cases reflected by the records of the Association as being owner and address for a given Parcel, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is an actual receipt by the Association of written notification of any change in the identity or status of such Owner or its address or both.

7. NOTIFICATION TO OWNER.

30 DAYS DELINQUENT.

LATE NOTICE. A payment by a member is deemed delinquent if it is unpaid thirty (30) or more days after the due date. A late notice will be sent via regular first-class mail and a late fee of \$15 will be charged to the Owners account.

60 DAYS DELINQUENT.

2nd LATE NOTICE. No sooner than Sixty (60) days after the due date, the Association will send a notice via regular first-class mail to the Owner and impose a second late fee of \$35.

90 DAYS DELINQUENT.

INTENT TO LIEN NOTICE. No sooner than ninety (90) days beyond the due date, the Association will send a notice of Intent to Lien to the Owner making a formal demand for immediate payment for all outstanding amounts. The Intent to Lien Notice will be sent via certified mail and a collection fee of \$50 will be charged to the account.

120 DAYS DELINQUENT.

RECORDATION OF LIEN. No sooner than one hundred twenty (120) days after the due date, if an Owner fails to pay in full, the amount covered by an Intent to Lien Notice by the date specified, a written Notice of Lien will be prepared and recorded with the County Recorder pursuant to A.R.S. 33-1807. A lien fee of \$100 will be charged to the Owners account.

8. ALTERNATIVE COLLECTION COURSES. The Board, acting with input and recommendation from counsel, will evaluate which course of legal action appears to be in the best interest of the Association for recovery of unpaid Assessments. Where foreclosure of the Assessment Lien in favor of the Association against a parcel, together with pursuit of personal judgement against the Owner, is determined to be advisable or personal judgement alone, the Board will direct counsel to proceed accordingly pursuant to the minimum foreclosure requirements of A.R.S. 33-1807.

9. VERIFICATION OF INDEBTEDNESS. Where an Owner requests verification of indebtedness, upon notification, the Association will supply such verification within fifteen (15) business days. The exercise of collections rights of the Association regarding Assessments will in all ways comply with the Fair Debt Collection Practices Act and A.R.S. 33-1803 and 33-1807.

10. OWNERS AGENT OR REPRESENTATIVE. If the Owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative to this Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

IT IS FURTHER RESOLVED THAT this Assessment Collection Policy replaces or supersedes in all respects all prior resolutions with respect to collection of Assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors of the Prescott Country Club - Property Owners Association on the 10th day of March, 2021.