

## Rosemont Regency Association

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Phoenix, AZ 85048

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Email: [RosemontRegency@WeAreVision.com](mailto:RosemontRegency@WeAreVision.com)

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

**LATE FEE and INTEREST:** A late fee equal to 10% of the unpaid assessment amount may be charged to any account that shows an assessment not paid within **twenty (20)** days of the due date. Any judgment entered in favor of the Association as a result of a small claims or civil suit will accrue interest at the statutory rate until paid in full.

### **Assessment Collection Schedule:**

1. A late notice will be sent on or after the **20<sup>th</sup>** day of the first unpaid assessment advising the property owner(s) that the account is delinquent and a late fee was charged. All letter fees are the responsibility of the property owner(s).
2. A collection and intent to lien letter will be sent on or after the **45<sup>th</sup>** day of the first unpaid assessment advising the property owner(s) that the account is delinquent, a late fee was charged, and the account may be referred to the Association's collection agent for further action that may include recording a notice of lien against the property. A fee of **\$85.00** for letter processing and certified mail (rate is subject to change) will be billed to the association and added to the owner(s)' account.
3. Any account with an unpaid balance of assessments and/or other charges at least **75 days** past due may be transferred to the Association's collection agent for further action and a notice of lien may be recorded. All fees and costs incurred are the responsibility of the property owner(s). At any time during this process, the property owner(s) may request to enter into a payment plan for all outstanding assessments and fees. The Association may not release the lien until all assessments, late fees, related collection costs and legal fees have been paid in full.
4. Any account with a balance of assessments and/or other charges at least **105 days** past-due may be referred for a small claims suit or further collection activity including, but not limited to, civil suit and/or foreclosure. All collection costs, legal fees, court costs, and any other charges incurred by the Association are the responsibility of the property owner(s).

### **Foreclosure Collection Procedure:**

At the discretion of the Board of Directors, any account with a balance owed after a foreclosure may be referred to an outside collection agency, to small claims court or to the Association's attorney 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.

**Payment Application and Waiver Requests:**

Unless otherwise directed by the property owner(s) or in accordance with a payment plan, written stipulated agreement and/or judgment, 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/Certified Mail Fees

Any payment returned due to insufficient funds, stop payment, closed account, etc. will result in a service fee based on the current rate charged by the Association’s bank at the time the payment is returned.

The Board of Directors may decide not to consider a waiver request for late fees, lien fees, collection costs, fines, or attorney 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 will 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 one-twelfth of the account balance plus ongoing assessment installments will be accepted on a monthly basis. All other payment plans are 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(s).

IN WITNESS WHEREOF, the undersigned have executed this consent as of March 17, 2023

Mary L. Whitnell

For the Board of Directors  
Rosemont Regency Association



Acceptance of Collection Process and Authorization for Representation

The Board of Directors for Rosemont Regency Association hereby affirms that at a duly called board meeting of the Association the attached collection process and fee schedule was adopted and approved through a majority vote of its directors.

This authorization includes, but is not limited to; contacting delinquent owners to request payment of assessments and related charges. The preparation, signing and recording of liens against individual or joint lots within the community for delinquent assessments and related charges. The preparation, signing, and filing of small claims complaints against owners in court for delinquent assessments and other charges. Representing the Association at any court hearing that arises from a small claims action filed in the name of the Association; any other related or ancillary activities so directed by the Board of Directors as its duly authorized agent.

This authorization shall remain in effect concurrently with the valid management/agency contract between the Association and Vision Community Management and shall specifically authorize Mark Schmit, Kim Smith, Darin Fisher, Michelle O'Robinson, and Cory Christians to perform these functions in accordance with A.R.S. §22-512.

Mary L. Whitnell

Board member

President

Title

March 17, 2023

Date



**Collection Process & Fee Schedule-2021**

**TIMING AND ACTION**

- 15 DAYS** - Initial Late Letter (sent by accounting)
- 45 DAYS** - Lien Demand Letter (sent by accounting)
- 75+ DAYS** - Account is referred to collection department (sent by accounting)

**FEE**

- Contractual
- Rate \$85.00
- No Charge

**Collections- "Tier 1"**

**75+ DAYS Collection Setup (1)/ Asset Analysis (2) \$75.00 (1)/ \$90.00 (2)/ \$5.00 monthly collection monitoring (3)**  
 This process includes account review to verify amounts owed, current mailing address and contact information, screening for bankruptcy and trustee sale, and entry of account information into a secure database. A phone call is made and e-mail sent to attempt immediate resolution of the account (1). If account is not paid in full or payment arrangements made within five business days an asset analysis will be completed which includes a review of the owner(s) credit report to determine the viability of collecting from them (2). Starting the month following the collection setup, every active collection account is charged a \$5.00 monthly monitoring fee until the account is brought current (3).

**Collections- "Tier 2"**

**75+ DAYS Lien Notice (1)/ Pre-Litigation Letter (2) \$150.00 (includes lien release) (1)/ \$45.00 (2),**  
 A notice of lien is recorded if the asset analysis reveals sufficient equity in the property to cover the debt owed (1). A final demand letter is sent to the owner with a copy of the lien and ledger via first class and certified mail informing them that if they fail to respond legal action may be taken against them after thirty days (2). Additional demand letters may be sent if the owner defaults on payment plan(s) established after the final demand letters are sent (see D below).

**Collections- "Tier 3"**

**105+ DAYS Small Claims Suit Filed for Judgment \$250.00 + filing fee +process server (1) / \$100.00 (2)/ \$125.00 (3), OR Stipulated Agreement OR Small Claims Hearing**  
 A small claims suit is prepared, filed, and sent out for personal service to the homeowner(s) (1). An application for default (2) and request for judgment (3) will be filed to obtain default judgment or a stipulated agreement (\$90.00) will be prepared and signed by the homeowner(s) for voluntary entry of judgment with a payment plan. Court appearance may be necessary (\$100.00 per appearance) if the owner files an answer with the court disputing any part of the complaint.

**105+ DAYS Account forwarded to attorney \$30.00**

This **MAY** occur if the owner is represented by counsel and/or requests that the case be transferred to the civil division OR if the balance exceeds the small claims limit of \$3,500.00.

**Collections- "Tier 4"**

**165+ DAYS Certify Judgment and Record / Satisfy Recorded Judgment \$175.00 (includes filing & recording fees)**  
 Upon receipt of a signed judgment we will obtain a certified copy and record it with the appropriate county so that it becomes a lien against any property held by the owner within Arizona.

**165+ DAYS Earnings (1)/Non-Earnings Garnishment (2) \$150.00 (1)/\$100.00 (2) + filing fee + process server +bank fees**  
 If employment and/or banking information is verified we will prepare and file earnings (1) and/or non-earnings (2) garnishments.

**165+ DAYS Judgment Debtor Exam \$100.00 + filing fee + process server + hearing attendance (\$100.00 ea)**  
 If no employment or banking information is located we will prepare and file a petition with the court to conduct a debtor's exam.

**OTHER ACTIONS THAT MAY OCCUR:**

- A. Payment Plan Monitoring (for non-collection accounts) \$5.00 per month
- B. Asset Analysis/Work Number Search (if not proceeding with Tiers 1 or 4) \$90.00 (for a six-month period)
- C. Lien Release (Non-Vision recorded) \$65.00 (includes recording fee)
- D. Additional demand letters (pre or post-judgment first class/certified) \$30.00/\$45.00 each
- E. Renewal of Judgment (Small Claims or Justice Court) \$100.00
- F. Prepare, file and record satisfaction of Judgment \$45.00 (Justice Court) \$100.00 (Superior Court)

**BANKRUPTCY- CHAPTER 7/13/Trustee Sale**

- G. Document BK notice/split account/monitor Chapter 7 \$10.00
- H. File Proof of Claim-Chapter 7/13 \$90.00
- I. Forward to Attorney (if claim is disallowed) \$50.00
- J. Monitor Chapter 13 to completion \$90.00 per year to conclusion (If proof of claim is filed-3-5 years)
- K. Document and Monitor Notice of Trustee Sale \$90.00 (Includes Referral to Attorney for Excess Proceeds or referral to Thunderbird Collections)
- L. Prepare and submit claim to trustee for excess proceeds \$45.00 (For trustee sales not monitored per K above)
  - All fees added to homeowner's delinquency balance when charged to the association
  - Timing is approximate and will vary depending on association late dates, workload, court and individual response times
  - Pricing to owner or association is subject to change after 30 day written notification to the association (typically occurs as a result of legislative/court fee updates)

## ROSEMONT REGENCY ASSOCIATION

### Action of the Board of Directors

The undersigned, for Rosemont Regency Association, an Arizona Non-Profit Corporation, hereby take the following action.

#### RESOLVED:

#### RECORDS RETENTION POLICY

**WHEREAS:** It is stated in the Nonprofit Corporation Act A.R.S. 10-11601 Corporate Records;

A. A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation.

B. A corporation shall maintain appropriate accounting records.

C. A corporation or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members and in alphabetical order by class of membership showing the number of votes each member is entitled to cast and the class of memberships held by each member.

D. A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

E. A corporation shall keep a copy of all of the following records at its principal office, at its known place of business or at the office of its statutory agent:

1. Its articles or restated articles of incorporation and all amendments to them currently in effect.
  2. Its bylaws or restated bylaws and all amendments to them currently in effect.
  3. Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class or category of members.
  4. The minutes of all members' meetings and records of all actions taken by members without a meeting for the past three years.
  5. All written communications to members generally within the past three years, including the financial statements furnished for the past three years under section 10-11620.
  6. A list of the names and business addresses of its current directors and officers.
  7. Its most recent annual report delivered to the commission under section 10-11622.
  8. An agreement among members under section 10-3732.
- F. Notwithstanding this chapter, a condominium association shall comply with title 33, chapter 9 and a planned community association shall comply with title 33, chapter 16 to the extent that this chapter is inconsistent with title 33, chapters 9 and 16.

**WHEREAS:** The Planned Communities Act, A.R.S. 33-1805 and The Condominium Act, A.R.S. 33-1258 state:

A. Except as provided in subsection B of this section, all financial and other records of the association shall be made reasonably available for examination by any member or any person designated by the member in writing as the member's representative. The association shall not charge a member or any person designated by the member in writing for making material available for review. The association shall have ten business days to fulfill a request for examination. On request for purchase of copies of records by any member or any person designated by the member in writing as the member's representative, the association shall have ten business days to provide copies of the requested records. An association may charge a fee for making copies of not more than fifteen cents per page.

Records Retention Resolution

B. Books and records kept by or on behalf of the association and the board may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

1. Privileged communication between an attorney for the association and the association.
2. Pending litigation.
3. Meeting minutes or other records of a session of a board meeting that is not required to be open to all members pursuant to section 33-1804 or 33-1258.
4. Personal, health or financial records of an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association, including records of the association directly related to the personal, health or financial information about an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association.
5. Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the association or an individual employee of a contractor of the association who works under the direction of the association.

C. The association shall not be required to disclose financial and other records of the association if disclosure would violate any state or federal law.

**IT IS RESOLVED** The association adopts the following Records Retention Policy:

- All documents governing the association including but not limited to Declaration of the Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Guidelines, Amendments, Policies and Resolutions shall be kept in both electronic and paper format.
- All committee and board minutes, insurance policies and certificates of insurance, owner's lists, newsletters, notices and other corporate records of the association shall be kept electronically.
- All legal correspondence, employee and owner files, open and closed legal files and other records of the association protected under A.R.S. 33-1805 or A.R.S. 33-1258 shall be kept permanently in electronic format.
- All financial information including but not limited to financial statements, assessment billing and collection information, bank statements and reconciliations, general ledgers, budgets, tax returns, State and Federal Identification Numbers, payroll and tax records, reserve studies and audits shall be kept in electronic format for a minimum of seven years.
- All annual reports, bids and proposals, and contracts shall be kept electronically for a minimum of five years.
- All corporate reports, general corporate correspondence and other corporate items shall be kept electronically for a minimum of three years.

Mary L. Whitnell

For Rosemont Regency Association

March 17, 2023

Date

Records Retention Resolution