The Landings Community Association
16625 S Desert Foothills Pkwy.
Phoenix, AZ 85048
(480) 759-4945 / FAX (480) 759-8683
Email: TheLandings@WeAreVision.com

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

LATE FEE and INTEREST: A late fee equal to the greater of **$15.00** or **10%** of the unpaid assessment amount may be charged to any account that shows an assessment not paid within **fifteen (15)** 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 rate of **10%** per annum until paid in full.

Assessment Collection Schedule:

1. A late notice will be sent on or after the **15th** 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 **75th** day of the first unpaid assessment advising the property owner(s) that the account is delinquent and may be referred to the Association's collection agent for further action, which might include a notice of lien being recorded against the property. All letter fees are the responsibility of the property owner(s).
3. Any account with an unpaid balance of assessments or other charges at least **105 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 or other charges at least **150 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.

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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. Unpaid 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 assessment(s) were 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).

Chris Prince	Chris Prince	HOA President
Board Member Signature	Name	Title

03 / 13 / 2025

Date

On Behalf Of: **The Landings Community Association**