

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF  
WHISPER MOUNTAIN HOMEOWNERS ASSOCIATION  
C/O PREFERRED COMMUNITIES  
PO BOX 5720, MESA, ARIZONA 85211-5720  
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Pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association, the Board of Directors of Whisper Mountain Association hereby adopts the following resolution by unanimous consent for and as the actions of the Whisper Mountain Association, during the duly noticed Open Board Meeting on September 28, 2020.

**RESOLVED:** the following Resolution is Effective November 1, 2020 and rescinds all previous Collection Policies

WHEREAS Section 6.10 of the Declaration of Covenants, Conditions and Restrictions for Whisper Mountain Homeowners Association provides the Board of Directors with the authority to set forth collection policies. The Board has adopted the rules below pertaining to the collection of Assessments.

*The purpose* of this policy is to ensure the timely and fair collection of Assessments to ensure the Association has the funds necessary to provide for the management, maintenance, and care of the areas of association responsibility.

*The scope* and intent of this resolution is to apply uniformly to all members of the Association.

The actions of this policy regarding collection of assessments owed the community are as follows:

- a) 15 days after the monthly assessment due date, a late notice is sent to the homeowner and a late fee of fifteen dollars (\$15.00) is assessed,
- b) 45 days after the monthly assessment due date, a final notice is sent to the homeowner and a final notice fee is assessed as outlined in the Association's contract with the management company,
- c) 60 days after the monthly assessment due date, an "Intent to Lien" notice is sent to the homeowner and an "Intent to Lien" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- d) 75 days after the monthly assessment due date, a lien is recorded with the County Recorder, a copy is sent to the homeowner and a Lien recording fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- e) 90 days after the monthly assessment due date, "Intent to Sue" notice of the total amount due plus an "Intent to pursue legal action" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management Company,
- g) Further collection & legal action will be taken as necessary, including, but not limited to: turning account over to 3<sup>rd</sup> Party Collection Agencies & Law Firms, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for Whisper Mountain Homeowners Association.

- e) Payments will be applied to an account as follows (according to Arizona State Law):
1. Past Due Assessments
  2. Late Charges
  3. Collection Fees
  4. Attorney Fees/Costs
  5. Fines

RESOLVED, that the Whisper Mountain Homeowners Association Board of Directors and Preferred Communities shall not consider waiver of late fees, collection fees or attorney collection fees uncured 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.

RESOLVED, that the Whisper Mountain Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to request a hearing as provided by the Association documents to contest any late fee or fine assessed; and

RESOLVED, that the Whisper Mountain Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate their outstanding debt to the Association, specified in writing and mutually agreed to by the homeowner and Whisper Mountain Homeowners Association Board of Directors; and

RESOLVED, that any subsequent default, cessation or refusal to make timely and consistent payments on such time-payment plan shall constitute default on the part of the homeowner and shall result in initiation of legal collection procedures; and

RESOLVED, that the board shall retain the right to amend or repeal this resolution.