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**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

When recorded mail to:

Wayne Ranch Community Association

PO Box 5720

Mesa, AZ 85211-5720

DATE/TIME: 11/03/2015 852

FEE: \$9.00

PAGES: 3

FEE NUMBER: 2015-071325



CAPTION HEADING:

Collection Policy

DO NOT REMOVE

This is part of the official document.

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
WAYNE RANCH COMMUNITY ASSOCIATION
C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
PHONE (480) 649-2017 FAX (480) 649-0902**

The undersigned, constituting all of the members of the Board of Directors of Wayne Ranch Community Homeowners Association, Inc., an Arizona non-profit corporation, here by take the following action in writing at a duly called meeting of the Board.

WHEREAS, Article VI of the Declaration of Covenants, Conditions and Restrictions for Wayne Ranch Community 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 rule 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 quarterly assessment due date, a late notice is sent to the homeowner and a late fee of \$15.00 is assessed,
- b) 30 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 Pinal 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 pursue legal action and/or other Collection Action" 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,
- f) Further collection & legal action will be taken as necessary, including, but not limited to: turning account over to 3rd Party Collection Agencies & Law Firms, selling of delinquent accounts to 3rd Party, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for Wayne Ranch Community Association.
- g) 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 Wayne Ranch Community 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 Wayne Ranch Community 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 Wayne Ranch Community 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 Wayne Ranch Community 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.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 29 day of OCTOBER 2015

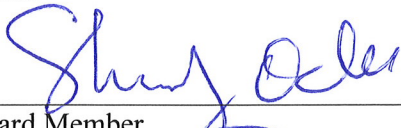
I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Wayne Ranch Community Association Board of Directors on the above date.



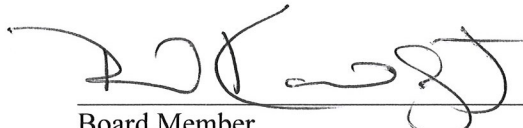
Board Member

The undersigned officer hereby certifies that the foregoing instrument has been signed by the Secretary of the HOA.

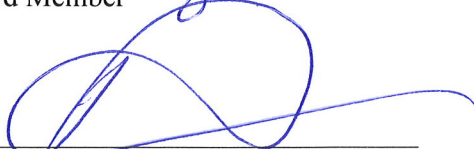
Attest:



Board Member



Board Member



Board Member



Board Member