

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING
OF THE
BOARD OF DIRECTORS
OF
VISTANCIA PARCELS A28-29 COMMUNITY ASSOCIATION
JANUARY 2011**

SUBJECT: 2011 Assessment Collection Policy

SUBMITTED BY: Vistancia Parcels A28-29 Community Management

The undersigned, being all of the directors of Vistancia Parcels A28-29 Community Association, an Arizona nonprofit corporation (the "Corporation"), hereby authorize, approve and adopt the following resolution and consent to the adoption without a meeting of the Board of Directors pursuant to A.R.S. § 10-3821. Each of the undersigned hereby waives notice of any meeting to consider matters addressed in this Consent in Lieu.

WHEREAS, Article VII, Section 7.10 of the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements of Vistancia Parcels A28-29 Community Association ("Declaration") of the Vistancia Parcels A28-29 Community Association ("Association") states the Board of Directors of the Association ("Board") shall have the right to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided in the Declaration and for the billing and collection thereof; and

WHEREAS, Article VIII, Section 8.1, of the Declaration states the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration, including without limitation payment of the Association Assessments, the Association Subsidy, the Contingent Subsidy Obligation, the Association Contribution or any other monetary obligations arising under the Association Declaration, violations of the Associations Rules or Association Declaration, and use of the Community Common Areas, and/or enforcement of personal obligations of the Association and/or enforcement of the Blackstone Lien; and

WHEREAS, Article VII, Section 1(b) of the Bylaws of Vistancia Parcels A28-29 Community Association provides the Board of Directors the powers to suspend the voting rights and the right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any Annual Assessment, Special Assessment, Special Use Fee, Maintenance Charges or other charges levied by the Association ("Assessments"); and

WHEREAS, Article VII, Section 1(e) of the Bylaws of Vistancia Parcels A28-29 Community Association provides the Board of Directors the powers to employ a managing agent, independent contractors, or such other agents and employees as the Board deems necessary and to prescribe the duties of such persons; and

WHEREAS, the Board finds there is a need to establish orderly procedures and practices for the collection of Assessments levied against properties that remain unpaid beyond the prescribed due dates. It is the intent that these policies shall be applicable to all Owners; and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board; and

NOW THEREFORE, IT IS RESOLVED that the following is established for the collection of Assessments owing and to become owing by the Owners of Vistancia Parcels A28-29 Community

Association, and the same are to be known as the "Assessment Collection Policy" for the Association in the discharge of its responsibilities regarding collection of Assessments levied against properties:

The Vistancia Parcels A28 & A29 Community Association ("Association") is granted the authority to levy assessments and/or charges for the common good and benefit of the Association property and its Members by the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements ("Declaration") in the form of Annual Assessments, Special Assessments, Special Use Fees, Maintenance Charges, and Default Interest, Costs and all other charges ("Assessments") and is obligated to collect such. In compliance with the Fair Debt Collection Practices Act and the A.R.S. 33-1803 the following policy and procedure is used for the collection of Assessments:

1. The Board of Directors of the Association ("Board") authorizes its managing agent to carry out this Assessment Collection Policy ("policy") with respect to all delinquent accounts, reserving to itself the right to modify or intervene in certain cases, as the Board may see fit. Should an Owner set forth in writing to the Board in a timely manner, a basis for contesting in good faith the validity of the amount billed or the hardship rendering the Owner presently incapable of paying his obligation, an exception to this policy may be granted by the Board or its designee.
1. Annual Assessments are billed on a monthly basis and are due and payable on the first day of each month. Special Assessments, Special Use Fees and Maintenance Charges, and all other charges are due and payable on the day billed.
2. A \$25.00 returned check fee will be charged for any check tendered to the Association which is dishonored by the institution on which such check is drawn.
3. All owners whose payments have not been received by the Managing Agent's at the close of the business on the 30th day after the Assessments were due (**30 days late**), shall be assessed a \$15.00 late notice fee and sent a notice setting forth the delinquent amounts.
4. All owners whose payments have not been received by the Managing Agent's at the close of the business on the 45th day after the Assessments were due (**45 days late**), shall be assessed a \$23.50 collection fee and sent a Collection Letter.
5. All owners whose payments have not been received by the Managing Agent's at the close of business on the 60th day after the Assessments were due (**60 days late**), shall be assessed a \$55.00 lien letter fee and sent a Demand/Lien Letter.
6. Pursuant to Article VI, Section 6.7 of the Declaration, any Member who fails to pay Assessments within **sixty (60) days** after the due date thereof, shall have all voting rights as provided within the Declaration suspended until such amounts, plus any accrued Default Interest and Costs, are paid in full.
7. All owners whose payments have not been received by the Managing Agent's at the close of business on the 75th day after the Assessments were due (**75 days late**), shall be assessed a \$130.00 lien filing fee and shall cause to be prepared and recorded with Maricopa County Recorder a written notice of Lien (referred to as the "Notice and Claim of Lien").
8. All owners whose payment have not been received by the Managing Agent's at the close of business on the 90th day after the Assessments were due (**90 days late**), may result in the Board to cause a Court Action to be filed. All costs and fees associated with the preparation and filing of a Court Action will be charged to the Owner's account including, but not limited to, a process service fee and additional court costs.

9. Continued failure to meet the financial obligations as directed may result in the Board directing counsel to initiate legal proceedings pursuant to Article VIII, Section 8.2 which states if any Member fails to pay the Assessments when due, the Association may enforce the payment thereof by taking either or both of the following actions, concurrently or separately: (a) Bring an action at law and recover judgment against the Member personally obligated; (b) Foreclose the Assessment Lien against the Lot or Parcel. All costs associated with such actions will be assessed to the Owner.
10. Additional fees may be charged to the Owner's accounting from those already disclosed in this policy in order to recoup the costs incurred by the Association.
11. Pursuant to Article VII, Section 7.10, Members shall notify the Association in writing of a change of mailing address within ten (10) days after such change occurs. The failure of the Association to send a bill to a member shall not relieve any Member of his liability for any Assessments. All collection notices and communications shall be directed to those persons shown by the records of the Association as being the Owner and shall be sent to the most recent address of such records, which will be valid and effective for all purposes pursuant to the Declaration and this policy.
12. Where the interest of an Owner has been handled by a representative/agent or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Property has been and is being handled by a representative/agent, any notice or communication from the Association will be deemed full and effective for all purposes if given to such representative/agent.
13. Pursuant to Article VII, Section 7.1 of the Declaration, Assessments which may become due and payable to the Association by an Owner shall also be the personal obligation of the Person who was the Owner of the Lot or Parcel at the time the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.
14. Where an Owner requests verification of the indebtedness, the managing agent will, upon notification of the Owner's request supply such verification within fifteen (15) days before any further collection action is taken with respect to such Owner.

Date: January 19, 2011

Signed: Mark Mares
Mark Mares, President

Signed: Stacie Donahue
Stacie Donahue, Director

Signed: Sarah Keeling
Sarah Keeling,