

COMMITTEE ON COMMERCE  
HOUSE OF REPRESENTATIVES AMENDMENTS TO H.B. 2648  
(Reference to printed bill)

1 Strike everything after the enacting clause and insert:

2 "Section 1. Section 33-1256, Arizona Revised Statutes, is amended to  
3 read:

4 33-1256. Lien for common expense assessments; priority;  
5 mechanics' and materialmen's liens; notice;  
6 applicability

7 A. The association has a lien on a unit for any COMMON EXPENSE  
8 assessment levied against that unit from the time the assessment becomes  
9 due. The association's lien for COMMON EXPENSE assessments, ~~for~~ MAY  
10 INCLUDE REASONABLE charges OR INTEREST for late payment of those  
11 assessments ONLY IF AUTHORIZED IN THE DECLARATION, ~~for~~ reasonable  
12 collection COSTS OR fees INCURRED OR APPLIED BY THE ASSOCIATION ONLY, and  
13 ~~for~~ THOSE reasonable attorney fees and costs incurred BUT ONLY AS AWARDED  
14 BY THE COURT IN ANY ACTION with respect to those assessments. IF A COMMON  
15 EXPENSE ASSESSMENT IS PAYABLE IN INSTALLMENTS, THE FULL AMOUNT OF THE  
16 ASSESSMENT IS A LIEN FROM THE TIME THE FIRST INSTALLMENT OF THE ASSESSMENT  
17 BECOMES DUE.

18 B. THE COMMON EXPENSE ASSESSMENT LIEN PRESCRIBED BY THIS SECTION IS  
19 NOT SUBJECT TO THE HOMESTEAD EXEMPTION PRESCRIBED BY CHAPTER 8 OF THIS  
20 TITLE AND may be foreclosed in the same manner as a mortgage on real estate  
21 but may be foreclosed only if the UNIT owner has been AND REMAINS  
22 delinquent in the payment of ~~monies secured by the lien, excluding~~  
23 ~~reasonable collection fees, reasonable attorney fees and charges for late~~

1 ~~payment of and costs incurred with respect to those assessments,~~ COMMON  
2 EXPENSE ASSESSMENTS for a period of one year or in the amount of \$1,200 or  
3 more, whichever occurs first, as determined on the date the action is  
4 filed. ~~Fees, charges, late charges, monetary penalties and interest~~  
5 ~~charged pursuant to section 33-1242, subsection A, paragraphs 10, 11 and~~  
6 ~~12, other than charges for late payment of assessments, are not enforceable~~  
7 ~~as assessments under this section. If an assessment is payable in~~  
8 ~~installments, the full amount of the assessment is a lien from the time the~~  
9 ~~first installment of the assessment becomes due. The association has a~~  
10 ~~lien for fees, charges, late charges, other than charges for late payment~~  
11 ~~of assessments, monetary penalties or interest charged pursuant to section~~  
12 ~~33-1242, subsection A, paragraphs 10, 11 and 12 after the entry of a~~  
13 ~~judgment in a civil suit for those fees, charges, late charges, monetary~~  
14 ~~penalties or interest from a court of competent jurisdiction and the~~  
15 ~~recording of that judgment in the office of the county recorder as~~  
16 ~~otherwise provided by law. The association's lien for monies other than~~  
17 ~~for assessments, for charges for late payment of those assessments, for~~  
18 ~~reasonable collection fees and for reasonable attorney fees and costs~~  
19 ~~incurred with respect to those assessments may not be foreclosed and is~~  
20 ~~effective only on conveyance of any interest in the real property.~~

21 ~~B. C.~~ A lien for COMMON EXPENSE assessments, ~~for charges for late~~  
22 ~~payment of those assessments, for reasonable collection fees and for~~  
23 ~~reasonable attorney fees and costs incurred with respect to those~~  
24 ~~assessments~~ under this section is prior to all other liens, interests and  
25 encumbrances on a unit except:

26 1. Liens and encumbrances recorded before the recordation of the  
27 declaration.

28 2. A recorded first mortgage on the unit, a seller's interest in a  
29 first contract for sale pursuant to chapter 6, article 3 of this title on  
30 the unit recorded ~~prior to~~ BEFORE the lien arising pursuant to subsection A  
31 of this section or a recorded first deed of trust on the unit.

1           3. Liens for real estate taxes and other governmental assessments or  
2 charges against the unit.

3           ~~C.~~ D. Subsection ~~B~~ C of this section does not affect the priority  
4 of mechanics' or materialmen's liens or the priority of JUDGMENT liens for  
5 other assessments made by the association. ~~The lien under this section is~~  
6 ~~not subject to chapter 8 of this title.~~

7           ~~D.~~ E. Unless the declaration otherwise provides, if two or more  
8 associations have liens for COMMON EXPENSE assessments created at any time  
9 on the same real estate, those liens have equal priority.

10          ~~E.~~ F. Recording ~~of~~ the declaration constitutes record notice and  
11 perfection of the lien for COMMON EXPENSE assessments, ~~AND~~ for charges for  
12 late payment of those assessments, ~~for reasonable collection fees and for~~  
13 ~~reasonable attorney fees and costs incurred with respect to those~~  
14 ~~assessments.~~ Further recordation of any claim of lien for COMMON EXPENSE  
15 assessments under this section is not required.

16          ~~F.~~ G. A lien for unpaid COMMON EXPENSE assessments is extinguished  
17 unless proceedings to enforce the lien are instituted within six years  
18 after the full amount of the assessments becomes due.

19          ~~G.~~ H. This section does not prohibit:

20           1. Actions to recover sums for which subsection A of this section  
21 creates a lien.

22           2. An association from taking a deed in lieu of foreclosure.

23          ~~H.~~ I. A judgment or decree in any action brought under this section  
24 ~~shall~~ MAY include costs and reasonable attorney fees for the prevailing  
25 party ONLY IF ORDERED BY THE COURT.

26          ~~I.~~ J. The association on written request shall furnish to a  
27 lienholder, escrow agent, unit owner or person designated by a unit owner a  
28 statement setting forth the amount of ANY unpaid ~~assessments~~ ASSESSMENT  
29 LIENS PRESCRIBED BY SUBSECTION A OF THIS SECTION against the unit. The  
30 statement shall be furnished within ten CALENDAR days after receipt of the  
31 request. ~~and~~ The statement is binding on the association, ~~the board of~~  
32 ~~directors and every unit owner~~ if the statement is requested by an escrow

1 agency that is licensed pursuant to title 6, chapter 7. Failure to provide  
2 the statement to the escrow agent within the time provided for in this  
3 subsection extinguishes any lien for any unpaid assessment then due.

4 ~~†~~ K. Notwithstanding any provision in the condominium documents or  
5 in any contract between the association and a management company OR ANY  
6 OTHER AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH  
7 ANY ATTORNEY, unless the unit owner directs otherwise, all payments  
8 received on a unit owner's account shall be applied first to any unpaid  
9 DELINQUENT COMMON EXPENSE assessments, UNPAID CURRENT BUT NONDELINQUENT  
10 COMMON EXPENSE ASSESSMENTS, unpaid charges OR INTEREST for late payment of  
11 those assessments, unpaid reasonable collection COSTS OR fees and unpaid  
12 COURT-ORDERED attorney fees and costs incurred with respect to those  
13 assessments, in that order, with any remaining amounts applied next to  
14 other unpaid fees, charges and monetary penalties or interest and late  
15 charges on any of those amounts.

16 ~~†~~ L. For a delinquent account for unpaid COMMON EXPENSE  
17 assessments or for charges related to unpaid COMMON EXPENSE assessments,  
18 the association shall provide the following written notice to the unit  
19 owner at the unit owner's address as provided to the association at least  
20 thirty days before authorizing an attorney, or a collection agency that is  
21 not acting as the association's managing agent, to begin collection  
22 activity on behalf of the association:

23 Your account is delinquent. If you do not bring your account  
24 current or make arrangements that are approved by the  
25 association to bring your account current within thirty days  
26 after the date of this notice, your account will be turned over  
27 for further collection proceedings. Such collection  
28 proceedings could include bringing a foreclosure action against  
29 your property.

30 The notice shall be in boldfaced type or all capital letters and shall  
31 include the contact information for the person that the unit owner may  
32 contact to discuss payment. The notice shall be sent by certified mail,

1 return receipt requested, and may be included within other correspondence  
2 sent to the unit owner regarding the unit owner's delinquent account.

3 ~~M.~~ ~~Beginning January 1, 2020,~~ Except for condominiums that have  
4 fewer than fifty units and that do not contract with a third party to  
5 perform management services on behalf of the association, the association  
6 shall provide a statement of account in lieu of a periodic payment book to  
7 the unit owner with the same frequency that assessments are provided for in  
8 the declaration. The statement of account shall include the current  
9 account balance due and the immediately preceding ledger history. If the  
10 association offers the statement of account by electronic means, a unit  
11 owner may opt to receive the statement electronically. The association may  
12 stop providing any further statements of account to a unit owner if  
13 collection activity begins by an attorney, or a collection agency that is  
14 not acting as the association's managing agent, regarding that unit owner's  
15 unpaid account. After collection activity begins, a unit owner may request  
16 statements of account by written request to the attorney or collection  
17 agency. Any request by a unit owner for a statement of account after  
18 collection activity begins by an attorney or a collection agency that is  
19 not acting as the association's managing agent must be fulfilled by the  
20 attorney or the collection agency responsible for the collection. The  
21 statement of account provided by the attorney or collection agency  
22 responsible for the collection shall include all amounts claimed to be  
23 owing to resolve the delinquency through the date set forth in the  
24 statement, ~~including attorney fees and costs, regardless of whether such~~  
25 ~~amounts have been reduced to judgment.~~

26 ~~M.~~ N. An agent for the association may collect on behalf of the  
27 association directly from a unit owner the assessments and other amounts  
28 owed by cash or check, by mailed or hand-delivered bank drafts, checks,  
29 cashier's checks or money orders, by credit, charge or debit card or by  
30 other electronic means. For any form of payment other than for cash or for  
31 mailed or hand-delivered bank drafts, checks, cashier's checks or money  
32 orders, the agent may charge a convenience fee to the unit owner that is

1 approximately the amount charged to the agent by a third-party service  
2 provider.

3 ~~N~~ 0. This section does not apply to timeshare plans or  
4 associations that are subject to chapter 20 of this title.

5 Sec. 2. Title 33, chapter 9, article 3, Arizona Revised Statutes, is  
6 amended by adding section 33-1256.01, to read:

7 33-1256.01. Fees, charges, late charges, monetary penalties  
8 and interest; judgment lien only; exception

9 A. NOTWITHSTANDING ANY PROVISION IN THE CONDOMINIUM DOCUMENTS AND  
10 EXCEPT FOR CHARGES FOR LATE PAYMENT OF COMMON EXPENSE ASSESSMENTS AS  
11 PRESCRIBED BY SECTION 33-1256, A CONDOMINIUM ASSOCIATION THAT IS OWED FEES,  
12 CHARGES, LATE CHARGES AND MONETARY PENALTIES OR INTEREST CHARGED PURSUANT  
13 TO SECTION 33-1242, SUBSECTION A, PARAGRAPHS 10, 11 AND 12 DOES NOT HAVE A  
14 LIEN AGAINST THE DEBTOR'S UNIT FOR THOSE AMOUNTS AND THE UNPAID AMOUNTS ARE  
15 NOT ENFORCEABLE AND COLLECTABLE AS COMMON EXPENSE ASSESSMENTS PURSUANT TO  
16 SECTION 33-1256.

17 B. THE ASSOCIATION HAS A LIEN FOR FEES, CHARGES AND LATE CHARGES,  
18 OTHER THAN CHARGES FOR LATE PAYMENT OF COMMON EXPENSE ASSESSMENTS, AND FOR  
19 MONETARY PENALTIES OR INTEREST CHARGED PURSUANT TO SECTION 33-1242,  
20 SUBSECTION A, PARAGRAPHS 10, 11 AND 12 ONLY AFTER THE ENTRY OF A JUDGMENT  
21 IN A CIVIL SUIT FOR THOSE FEES, CHARGES, LATE CHARGES, MONETARY PENALTIES  
22 OR INTEREST FROM A COURT OF COMPETENT JURISDICTION AND THE RECORDING OF  
23 THAT JUDGMENT IN THE OFFICE OF THE COUNTY RECORDER AS OTHERWISE PROVIDED BY  
24 LAW. THE ASSOCIATION'S JUDGMENT LIEN FOR MONIES PRESCRIBED BY THIS  
25 SUBSECTION MAY NOT BE FORECLOSED AND IS EFFECTIVE ONLY ON CONVEYANCE OF ANY  
26 INTEREST IN THE REAL PROPERTY.

27 C. SUBSECTION B OF THIS SECTION DOES NOT AFFECT THE PRIORITY OF  
28 MECHANICS' OR MATERIALMEN'S LIENS OR THE PRIORITY OF LIENS FOR OTHER  
29 ASSESSMENTS MADE BY THE ASSOCIATION.

30 D. THIS SECTION DOES NOT PROHIBIT ACTIONS TO RECOVER SUMS FOR WHICH  
31 SUBSECTION B OF THIS SECTION CREATES A LIEN.

1 E. A JUDGMENT OR DECREE IN ANY ACTION BROUGHT UNDER THIS SECTION MAY  
2 INCLUDE COSTS AND REASONABLE ATTORNEY FEES FOR THE PREVAILING PARTY ONLY IF  
3 ORDERED BY THE COURT.

4 F. NOTWITHSTANDING ANY PROVISION IN THE CONDOMINIUM DOCUMENTS OR IN  
5 ANY CONTRACT BETWEEN THE ASSOCIATION AND A MANAGEMENT COMPANY OR ANY OTHER  
6 AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH ANY  
7 ATTORNEY, UNLESS THE UNIT OWNER DIRECTS OTHERWISE, ALL PAYMENTS RECEIVED ON  
8 A UNIT OWNER'S ACCOUNT SHALL BE APPLIED FIRST TO ANY UNPAID DELINQUENT  
9 COMMON EXPENSE ASSESSMENTS, UNPAID CURRENT BUT NONDELINQUENT COMMON EXPENSE  
10 ASSESSMENTS, UNPAID CHARGES OR INTEREST FOR LATE PAYMENT OF THOSE  
11 ASSESSMENTS, UNPAID REASONABLE COLLECTION COSTS OR FEES AND UNPAID  
12 COURT-ORDERED ATTORNEY FEES AND COSTS INCURRED WITH RESPECT TO THOSE  
13 ASSESSMENTS, IN THAT ORDER, WITH ANY REMAINING AMOUNTS APPLIED NEXT TO  
14 OTHER UNPAID FEES, CHARGES AND MONETARY PENALTIES OR INTEREST AND LATE  
15 CHARGES ON ANY OF THOSE AMOUNTS.

16 G. THIS SECTION DOES NOT APPLY TO TIMESHARE PLANS OR ASSOCIATIONS  
17 THAT ARE SUBJECT TO CHAPTER 20 OF THIS TITLE.

18 Sec. 3. Section 33-1807, Arizona Revised Statutes, is amended to  
19 read:

20 33-1807. Lien for common expense assessments; priority;  
21 mechanics' and materialmen's liens; notice

22 A. The association has a lien on a ~~unit~~ PROPERTY for any COMMON  
23 EXPENSE assessment levied against that ~~unit~~ PROPERTY from the time the  
24 assessment becomes due. The association's lien for COMMON EXPENSE  
25 assessments, ~~for~~ MAY INCLUDE REASONABLE charges OR INTEREST for late  
26 payment of those assessments ONLY IF AUTHORIZED IN THE DECLARATION, ~~for~~  
27 reasonable collection COSTS OR fees INCURRED OR APPLIED BY THE ASSOCIATION  
28 ONLY, and ~~for~~ THOSE reasonable attorney fees and costs incurred BUT ONLY AS  
29 AWARDED BY THE COURT IN ANY ACTION with respect to those assessments. IF A  
30 COMMON EXPENSE ASSESSMENT IS PAYABLE IN INSTALLMENTS, THE FULL AMOUNT OF  
31 THE ASSESSMENT IS A LIEN FROM THE TIME THE FIRST INSTALLMENT OF THE  
32 ASSESSMENT BECOMES DUE.

1           B. THE COMMON EXPENSE ASSESSMENT LIEN PRESCRIBED BY THIS SECTION IS  
2 NOT SUBJECT TO THE HOMESTEAD EXEMPTION PRESCRIBED BY CHAPTER 8 OF THIS  
3 TITLE AND may be foreclosed in the same manner as a mortgage on real estate  
4 but may be foreclosed only if the owner has been AND REMAINS delinquent in  
5 the payment of ~~monies secured by the lien, excluding reasonable collection~~  
6 ~~fees, reasonable attorney fees and charges for late payment of and costs~~  
7 ~~incurred with respect to those assessments;~~ COMMON EXPENSE ASSESSMENTS for  
8 a period of one year or in the amount of \$1,200 or more, whichever occurs  
9 first, as determined on the date the action is filed. ~~Fees, charges, late~~  
10 ~~charges, monetary penalties and interest charged pursuant to section~~  
11 ~~33-1803, other than charges for late payment of assessments are not~~  
12 ~~enforceable as assessments under this section. If an assessment is payable~~  
13 ~~in installments, the full amount of the assessment is a lien from the time~~  
14 ~~the first installment of the assessment becomes due. The association has a~~  
15 ~~lien for fees, charges, late charges, other than charges for late payment~~  
16 ~~of assessments, monetary penalties or interest charged pursuant to section~~  
17 ~~33-1803 after the entry of a judgment in a civil suit for those fees,~~  
18 ~~charges, late charges, monetary penalties or interest from a court of~~  
19 ~~competent jurisdiction and the recording of that judgment in the office of~~  
20 ~~the county recorder as otherwise provided by law. The association's lien~~  
21 ~~for monies other than for assessments, for charges for late payment of~~  
22 ~~those assessments, for reasonable collection fees and for reasonable~~  
23 ~~attorney fees and costs incurred with respect to those assessments may not~~  
24 ~~be foreclosed and is effective only on conveyance of any interest in the~~  
25 ~~real property.~~

26           ~~B.~~ C. A lien for COMMON EXPENSE assessments, ~~for charges for late~~  
27 ~~payment of those assessments, for reasonable collection fees and for~~  
28 ~~reasonable attorney fees and costs incurred with respect to those~~  
29 ~~assessments~~ under this section is prior to all other liens, interests and  
30 encumbrances on a unit PROPERTY except:

31           1. Liens and encumbrances recorded before the recordation of the  
32 declaration.



1           2. A recorded first mortgage on the ~~unit~~ PROPERTY, a seller's  
2 interest in a first contract for sale pursuant to chapter 6, article 3 of  
3 this title on the ~~unit~~ PROPERTY recorded ~~prior to~~ BEFORE the lien arising  
4 pursuant to subsection A of this section or a recorded first deed of trust  
5 on the ~~unit~~ PROPERTY.

6           3. Liens for real estate taxes and other governmental assessments or  
7 charges against the ~~unit~~ PROPERTY.

8           ~~E.~~ D. Subsection ~~B~~ C of this section does not affect the priority  
9 of mechanics' or materialmen's liens or the priority of JUDGMENT liens for  
10 other assessments made by the association. ~~The lien under this section is~~  
11 ~~not subject to chapter 8 of this title.~~

12           ~~E.~~ E. Unless the declaration otherwise provides, if two or more  
13 associations have liens for COMMON EXPENSE assessments created at any time  
14 on the same real estate those liens have equal priority.

15           ~~E.~~ F. Recording ~~of~~ the declaration constitutes record notice and  
16 perfection of the lien for COMMON EXPENSE assessments, ~~AND~~ for charges for  
17 late payment of THOSE assessments, ~~for reasonable collection fees and for~~  
18 ~~reasonable attorney fees and costs incurred with respect to those~~  
19 ~~assessments~~. Further recordation of any claim of lien for COMMON EXPENSE  
20 assessments under this section is not required.

21           ~~F.~~ G. A lien for an unpaid COMMON EXPENSE assessment is  
22 extinguished unless proceedings to enforce the lien are instituted within  
23 six years after the full amount of the assessment becomes due.

24           ~~G.~~ H. This section does not prohibit:  
25           1. Actions to recover amounts for which subsection A of this section  
26 creates a lien.

27           2. An association from taking a deed in lieu of foreclosure.

28           ~~H.~~ I. A judgment or decree in any action brought under this section  
29 ~~shall~~ MAY include costs and reasonable attorney fees for the prevailing  
30 party ONLY IF ORDERED BY THE COURT.

31           ~~I.~~ J. On written request, the association shall furnish to a  
32 lienholder, escrow agent, ~~unit owner~~ MEMBER or person designated by a ~~unit~~

1 ~~owner~~ MEMBER a statement setting forth the amount of any unpaid assessment  
2 LIENS PRESCRIBED BY SUBSECTION A OF THIS SECTION against the ~~unit~~  
3 PROPERTY. The association shall furnish the statement within ten CALENDAR  
4 days after receipt of the request. ~~, and~~ The statement is binding on the  
5 association, ~~the board of directors and every unit owner~~ if the statement  
6 is requested by an escrow agency that is licensed pursuant to title 6,  
7 chapter 7. Failure to provide the statement to the escrow agent within the  
8 time provided for in this subsection extinguishes any lien for any unpaid  
9 assessment then due.

10 ~~K.~~ K. Notwithstanding any provision in the community documents or  
11 in any contract between the association and a management company OR ANY  
12 OTHER AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH  
13 ANY ATTORNEY, unless the member directs otherwise, all payments received on  
14 a member's account shall be applied first to any unpaid DELINQUENT COMMON  
15 EXPENSE assessments, UNPAID CURRENT BUT NONDELINQUENT COMMON EXPENSE  
16 ASSESSMENTS, unpaid charges OR INTEREST for late payment of those  
17 assessments, unpaid reasonable collection COSTS OR fees and unpaid  
18 COURT-ORDERED attorney fees and costs incurred with respect to those  
19 assessments, in that order, with any remaining amounts applied next to  
20 other unpaid fees, charges and monetary penalties or interest and late  
21 charges on any of those amounts.

22 ~~L.~~ L. For a delinquent account for unpaid COMMON EXPENSE  
23 assessments or for charges related to unpaid COMMON EXPENSE assessments,  
24 the association shall provide the following written notice to the member at  
25 the member's address as provided to the association at least thirty days  
26 before authorizing an attorney, or a collection agency that is not acting  
27 as the association's managing agent, to begin collection activity on behalf  
28 of the association:

29 Your account is delinquent. If you do not bring your account  
30 current or make arrangements that are approved by the  
31 association to bring your account current within thirty days  
32 after the date of this notice, your account will be turned over

1           for further collection proceedings. Such collection  
2           proceedings could include bringing a foreclosure action against  
3           your property.

4           The notice shall be in boldfaced type or all capital letters and shall  
5           include the contact information for the person that the member may contact  
6           to discuss payment. The notice shall be sent by certified mail, return  
7           receipt requested, and may be included within other correspondence sent to  
8           the member regarding the member's delinquent account.

9           ~~t. M. Beginning January 1, 2020,~~ Except for planned communities  
10          that have fewer than fifty lots and that do not contract with a third party  
11          to perform management services on behalf of the association, the  
12          association shall provide a statement of account in lieu of a periodic  
13          payment book to the member with the same frequency that assessments are  
14          provided for in the declaration. The statement of account shall include  
15          the current account balance due and the immediately preceding ledger  
16          history. If the association offers the statement of account by electronic  
17          means, a member may opt to receive the statement electronically. The  
18          association may stop providing any further statements of account to a  
19          member if collection activity begins by an attorney, or a collection agency  
20          that is not acting as the association's managing agent, regarding that  
21          member's unpaid account. After collection activity begins, a member may  
22          request statements of account by written request to the attorney or  
23          collection agency. Any request by a member for a statement of account  
24          after collection activity begins by an attorney or a collection agency that  
25          is not acting as the association's managing agent must be fulfilled by the  
26          attorney or the collection agency responsible for the collection. The  
27          statement of account provided by the attorney or collection agency  
28          responsible for the collection shall include all amounts claimed to be  
29          owing to resolve the delinquency through the date set forth in the  
30          statement, ~~including attorney fees and costs, regardless of whether such~~  
31          ~~amounts have been reduced to judgment.~~



1           D. THIS SECTION DOES NOT PROHIBIT ACTIONS TO RECOVER SUMS FOR WHICH  
2           SUBSECTION B OF THIS SECTION CREATES A LIEN.

3           E. A JUDGMENT OR DECREE IN ANY ACTION BROUGHT UNDER THIS SECTION MAY  
4           INCLUDE COSTS AND REASONABLE ATTORNEY FEES FOR THE PREVAILING PARTY ONLY IF  
5           ORDERED BY THE COURT.

6           F. NOTWITHSTANDING ANY PROVISION IN THE COMMUNITY DOCUMENTS OR IN  
7           ANY CONTRACT BETWEEN THE ASSOCIATION AND A MANAGEMENT COMPANY OR ANY OTHER  
8           AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH ANY  
9           ATTORNEY, UNLESS THE MEMBER DIRECTS OTHERWISE, ALL PAYMENTS RECEIVED ON A  
10          MEMBER'S ACCOUNT SHALL BE APPLIED FIRST TO ANY UNPAID DELINQUENT COMMON  
11          EXPENSE ASSESSMENTS, UNPAID CURRENT BUT NONDELINQUENT COMMON EXPENSE  
12          ASSESSMENTS, UNPAID CHARGES OR INTEREST FOR LATE PAYMENT OF THOSE  
13          ASSESSMENTS, UNPAID REASONABLE COLLECTION COSTS OR FEES AND UNPAID  
14          COURT-ORDERED ATTORNEY FEES AND COSTS INCURRED WITH RESPECT TO THOSE  
15          ASSESSMENTS, IN THAT ORDER, WITH ANY REMAINING AMOUNTS APPLIED NEXT TO  
16          OTHER UNPAID FEES, CHARGES AND MONETARY PENALTIES OR INTEREST AND LATE  
17          CHARGES ON ANY OF THOSE AMOUNTS."

18 Amend title to conform

And, as so amended, it do pass

JUSTIN WILMETH  
CHAIRMAN

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H: ra