

**COLLECTION PROCEDURE, TERMS OF ENGAGEMENT
and
RETAINER AGREEMENT**

This Retainer Agreement ("Agreement") is entered into on this ____ day of _____, 20__ between **Jenkins Bagley Sperry, PLLC** (at times referred to as "Collection Attorney" and at other times referred to as the "Firm"), and **Providence Highlands Community Association** ("Association" and/or "Client") (the parties are sometimes individually referred to as a "Party" and collectively as the "Parties").

RECITALS

The Parties recite and declare as follows:

A. Association, through its Governing Documents, has adopted a collection procedure concerning collection of unpaid assessments;

B. The Firm is entitled to rely upon all the representations of Association as it relates to the Association's collection procedure;

C. For each matter assigned under the Declaration of Default, Association retains the Firm under the terms of this Agreement to collect the unpaid Assessment Claims and Claim Charges (as those terms are defined *infra*).

D. It is the Firm's objective to recover all unpaid assessments owed to the Association, including attorney fees incurred, without charging the Association for the Firm's fees during the collection process. However, if the Association is charged fees (which the Firm keeps a record of) for collection services against an owner, it is the Firm's objective to collect such charged fees from the owner thus deferring payment from Client. In most cases the Association will not pay any attorney fees for collections.

E. It is understood that bankruptcy, foreclosure and out-of-state owners may greatly hinder the Firm's ability to collect. Contested collections, bankruptcies and foreclosures are **not** included in the Firm's collections program. In addition, the Firm reserves the right, after exhausting all reasonable efforts, to discontinue collection efforts should a cost/benefit analysis as to both the Association and the Firm result in a determination that continuing with a collection is not likely to achieve a favorable result.

NOW THEREFORE, the Association engages the Firm under the terms and covenants of this Agreement.

COLLECTION - NON-FEE SERVICES

1. Definitions. As used in this Addendum, certain terms are defined as follows:

- 1.1. "**Claim Charges**" shall mean and include all authorized late charges or fees, interest and any other fees related to the Collection Matter or that are otherwise allowed to be levied against a delinquent owner pursuant to the Association's Governing Documents.
- 1.2. "**Collection Matters**" shall mean legal matters sent to Firm that only or primarily involve the enforcement of the Governing Documents related to unpaid Assessments and Fines from Owners in the Association. Collection Matters may also include the collection of Claim Charges and Incidental Charges.

- 1.2.1. Collection Matters do not include matters that involve: (1) the pursuit by an Owner of claims against the Association or any other parties through any means including but not limited to demand letters, counterclaims, or collateral actions; (2) disputes between an Owner and the Association about matters other than the payment of assessments as a result of which the Owner has refused to pay assessments; (3) the pursuit of fines or other charges (such as, but not limited to, assessments for damage to Association property) assessed to an Owner if the Owner has and is paying amounts sufficient to otherwise pay all or most of the Regular and Special Assessments, absent the fines and other charges, and Owner disputes the validity of such fines or other charges; (4) the Owner has abandoned the property and in Firm's discretion, the likelihood of collecting from the Owner is unlikely (i.e.: Owner resides out-of-state or discharged personal liability through bankruptcy); (5) reconciling an Owner's payment history with the Association's accounting records when the accounting records may have errors; or (6) any matter that initially qualifies as a Collection Matter or that is accepted as a Collection Matter but that would not qualify, or is discovered to not qualify, under the other definitions for Collection Matter in this section.
 - 1.2.1.1. If it is necessary for the Firm to review the Association's practice of levying fines to the particular Owner, then any such analysis is done at the Firm's hourly billing rates and such is not considered part of the billing on a Collection Matter.
 - 1.2.1.2. If a lawsuit is commenced in a Collection Matter and the Owner (pro se or through an attorney) files a counter claim in the lawsuit, then the counter claim will not qualify as a Collection Matter and the legal work completed on the counter claim shall be done at the Firm's hourly billing rates and the Firm may bill the Association for such legal fees and costs in accordance with the terms of the Firm regular engagement terms and not subject to the deferred billing terms set forth in this addendum.
- 1.3. **"Costs"** shall mean court filing charges, recording charges, publication charges, constable and process server charges, mailing charges, garnishment charges, and other out-of-pocket charges.
- 1.4. **"Fees"** shall mean and include all attorney fees, paralegal fees, and other costs and fees of any kind incurred or charged by Firm in its enforcement efforts. Certain Fees are charged by the Firm on a flat fee basis as identified on Exhibit A to this Addendum.
- 1.5. **"Governing Documents"** shall mean and include all documents and statutes applicable to the governance and operations of the Association including but not limited to the declaration, bylaws, rules, articles of incorporation, Revised Nonprofit Corporations Act, Condominium Ownership Act or Community Association Act, and any binding resolutions, decisions, or other actions of the Association or its governing body.
- 1.6. **"Incidental Charges"** shall mean and include late fees, interest, fines, collection charges, and other amounts that are incidental to the collection of unpaid Regular and Special Assessments.
- 1.7. **"Owner"** means and refers to a member of the Association and an owner of a unit, home, or lot within the Association, but not any declarant or developer.
- 1.8. **"Other Claim Charges"** shall refer to Claim Charges not included in the Declaration of Default to which the Association is entitled, the Firm may add such other Claim Charges as the Association is entitled to collect under the Association's Governing Documents.
2. **Declaration of Default.** Association shall provide to the Firm a Declaration of Default for each matter assigned. (A form of the Declaration of Default is attached as Exhibit "A".) The information provided by Association in the Declaration of Default shall include, without limitation, current information about

the balance owed by the delinquent Owner, pending sale, foreclosure, litigation, bankruptcy, a detailed ledger of amounts of the unpaid Assessment Claims and Claim Charges. If the Declaration of Default does not include all Claim Charges to which the Association is entitled, the Firm may add such other Claim Charges as the Association is entitled to collect under the Association's Governing Documents.

3. Preparation and Recordation of Pre-lien Letter and a Notice of Assessment Lien. Unless otherwise instructed by the Association, within approximately five (5) business days of receiving the Declaration of Default, the Firm agrees to mail a pre-lien demand letter to the delinquent Owner. If a response is not received within 30 days of mailing the initial demand letter, the Firm agrees to timely record a Notice of Delinquent Assessment and Lien Claim and Request for Notice (the "Lien") in the real property records of the county in which the Lot/Unit is located. At the time of the preparation of the Lien, the Firm shall prepare and mail, along with a copy of the Lien, a second demand letter to the delinquent Owner. The Firm may record the Lien within approximately ten (10) business days of receiving the Declaration of Default if circumstances require or the Association elects this expedited option.
4. Authority to Pursue Foreclosure, Litigation, or Other Remedy.
 - 4.1. Typical Process. Unless otherwise specifically directed by the Association in writing, the Firm, at the Firm's election, shall have the right to either foreclose the Lien or seek an assignment of rents or file a lawsuit for damages. (Association designates the Firm as its trustee for the purpose of conducting non-judicial foreclosure sales.) Typically, and subject to the limitations provided for in Section 7 and the discretion and election of the Firm, the following procedures will be followed to collect Assessment Claims and Claim Charges and will take approximately five (5) months to complete:
 - 4.1.1. OPTION A. Lawsuit, including Judicial Foreclosure, to Collect Assessments – for a Judgment and Judicial Lien Foreclosure. A lawsuit for breach of contract and judicial foreclosure will be filed against the owner. Other claims limited to collection matters also may be proper. Client shall not be responsible for attorney fees associated with a collection lawsuit except as may be stated in this Agreement. Costs incurred by the Firm on behalf of the Association, are discussed and explained below.
 - 4.1.1.1. In the event that the Firm has fronted the costs of a lawsuit and litigation, the Firm shall first retain any hard costs which are collected from the delinquent owner and then split fifty-fifty (50/50) the remaining balance with Client until both Firm and Client are made whole. Again, the Firm's hard costs are paid to the Firm first unless the Client has already paid them in advance;
 - 4.1.2. OPTION B. Non-judicial Foreclosure to Collect Assessments. Attorney fees for drafting legal documents remain deferred. Client appoints and Firm agrees to act as Trustee in all non-judicial foreclosure actions of Client's liens. Client will not be billed attorney or trustee's fees however Client agrees to pay actual costs associated with a non-judicial foreclosure (constable fees, newspaper publication fees, etc.). In the event that Client is the purchaser of the unit/lot at the Trustee's Sale (usually by default), Client agrees to pay the Firm its attorney fees incurred within 30 days of the sale (please remember, this remedy is only available to the extent provided for under Utah law as it may change from time to time);
 - 4.1.3. OPTION C. Demand Letter and Lien. In some instances, Client may desire for the Firm to make demand upon the owner prior to filing a lien.
 - 4.1.4. OPTION D. Assignment of Tenant Rents. If provided for in the Governing Documents and in compliance with Utah law, an assignment of rents from the owner's tenant.

- 4.1.5. **The Firm reserves the right, unless Client instructs otherwise, to implement what the Firm believes is the most effective method for any particular Collection Matter.**
- 4.2. **Bankruptcy.** If an Owner is in bankruptcy, Firm will review the documents filed in the Owner's bankruptcy case regarding the treatment of the Association's lien interest and the Owner's intent concerning amounts owed pre- and post-bankruptcy filing. Firm will advise the Association as to its options on how to proceed given the Owner's bankruptcy. When applicable, Firm will prepare and file a proof of claim on behalf of the Association in the Owner's bankruptcy case. In some instances, it may be necessary for the Association to pursue further efforts to enforce its lien rights against the Owner's real property and the Firm will advise and assist the Association in seeking relief from the bankruptcy's automatic stay against the Association's collection efforts and authorization from the Bankruptcy Court for the Association to proceed with further collection efforts.
5. **Status Reports.** The Firm shall provide, at a minimum, periodic reports to the Association's board or manager.
6. **Attorney's Fees and Court Costs.** Subject to Section 7, the attorneys' fees, court costs and expenses of collection will be deferred, and such fees and costs will accrue and will be collected from the owner, if possible.
7. **Assignment of "Other Claim Charges" to Firm.** Association hereby assigns to the Firm, all of Association's Other Claim Charges. This assignment is given, in part, because of the Firm's willingness to defer payments.
8. **Limitations.** **The following limitations apply to all Collection Matters:**
- 8.1. **Foreclosure.** In the event of a foreclosure by a lienholder with a lien priority right senior to the Association, the Firm may elect to continue to pursue the matter through the courts against the Owner and seek to obtain and collect upon a judgment.
- 8.2. **Bankruptcy.** Association will promptly inform the Firm of any threatened or pending bankruptcy filing. The Firm is not obligated to prosecute a bankruptcy case, but in Chapter 11 or Chapter 13 cases, the Firm may file a Proof of Claim with the bankruptcy court.
- 8.3. **Suit by Owner.** If the Owner sues or countersues the Association or the Firm, the costs and attorney's fees in such litigation shall be borne by the Association.
- 8.4. **Incorrect Information: Out-of-Pocket Expenses and Attorney's Fees.** In the event Association has provided incorrect information, the Association's Governing Documents do not provide for the recovery of attorney's fees, the Association accepts payments directly and not through the Firm, or the Assessment Claims or Claim Charges are determined invalid or unenforceable by a court of competent jurisdiction, Association shall reimburse the Firm for all out-of-pocket expenses and one-half (1/2) the attorney's fees.
- 8.5. **Uncollectibility.** If the Firm determines that an account undertaken by the Firm is uncollectible, Association agrees to pay at termination of the Firm's representation on that matter all attorney fees incurred plus out of pocket costs. At the Firm's discretion, the Firm may discount up to one-half (1/2) of the attorneys' fees. The Firm may deem a matter uncollectible due to a bankruptcy of the adverse party or a co-owner, or due to the foreclosure by a senior mortgage, trust deed, or lienholder resulting in unenforceability of the Association's lien. The Firm may also deem a matter uncollectible for other reasons, including but not limited to: (1) situations in which the adverse party is out-of-state; (2) the adverse party appears to lack assets or employment sufficient to pay the amounts owed; (3) the likelihood of recovery is low; (4) the owner is a defunct company; or (5) the cost to collect will be excessive. Such determinations shall be at the sole discretion of the Firm.

- 8.6. Transfer of Account. If Association transfers a collection account to another law firm or collection agency, the Association shall pay the Firm all fees and costs incurred prior to the transfer, unless otherwise agreed in writing by the Firm.
- 8.7. Termination of Collections by Association. If Association directs the Firm to cease collection of an account, then the Association shall immediately pay all attorneys' fees and costs accrued with the Firm on that account.
- 8.8. Pursuit of Action Against Former Owner. The Parties acknowledge that the chance of recovering delinquent amounts due by an Owner is greatly reduced when the Owner no longer owns real property within the Association. If the Association requests that Firm pursue a Collection Matter against a former Owner for amounts owed, the Firm will engage in reasonable collection efforts if the former Owner can be located. Firm may require that the Association pay Costs incurred in such action but payment of Fees shall be contingent upon Firm recovering amounts from the former Owner, unless the former Owner asserts defenses or claims such that the matter would not otherwise qualify as a Collection Matter. The Parties further agree that in such actions, Firm shall be entitled to twenty-five percent of the outstanding principle amount owed to the Association in addition to the Firm's Fees and Costs, that all of the Firm's Fees and Costs shall be paid first before any recovered amounts are distributed to the Association, and Firm is allowed to retain twenty-five percent of any recovered principle amount as part of its compensation for services provided, willingness to defer payment under the terms of this Addendum, and risk that the full amount of its Fees and Costs may not be recovered.
- 8.9. Work Not Billable to the Owner and/or Work Related to Accounting Errors, Improper Assessments, Failures to Comply with the Governing Documents, Enforceability of Fines, or Interpreting Ambiguous Governing Documents. Situations may arise where work completed by Firm may not be billed or assessed to the Owner's account. These situations may relate to work performed by Firm and its staff to: (1) identify and correct errors in information provided to Firm by the Association or its manager as part of the collection process; (2) identify and correct any errors in the Association's accounting records for the Owner's account; (3) analyze and determine whether fines were properly assessed to an Owner; (4) identify and correct any improper liens not prepared by Firm; (5) identify and correct improper or invalid assessments; (6) interpret or advise the Association on ambiguous or conflicting provisions in the Association's Governing Documents; (7) respond to any defenses raised by an Owner in the collection process that are caused by the Association or its manager's practices; (8) any Fees and Costs billed to the Association by Firm that are not otherwise recoverable as a result of the action or inaction of the Association or the manager; and (9) other work related to and reasonably necessary to prosecute a Collection Matter that is not billable to the Owner, including but not limited to Fees and Costs incurred in a Collection Matter but not awarded by a Court in a judgment entered against an Owner. In such situations, the Association shall pay Firm for the services and work provided and the Association shall not bill or assess to the Owner for such Fees and Costs.
- 8.10. Fines. Collection Matters for fines only apply if Client has properly levied fines in accordance with Utah law, including notice, fined pursuant to a fine schedule and an opportunity to be heard has been given. Otherwise, fines will be collected pursuant to regular attorney rates listed herein. Under Utah law fines cannot be enforced through non-judicial foreclosure.
9. Disbursement of Recovered Funds.
- 9.1. Payment in Full. Within six (6) business days following the collection of all monies, in immediately available funds, related to the Assessment Claims and Claim Charges, the Firm shall disburse to Association those monies actually collected and due to the Association under

the terms of this Agreement. If monies related to Assessment Claims and Claim Charges are not paid by immediately available funds, then within thirty (30) days the Firm shall disburse to Association those monies actually collected and due to the Association under the terms of this Agreement. Interest shall not accrue to the benefit of Association on escrowed funds. Any partial payments accepted may be disbursed 50/50 between the Association and the Firm.

- 9.2. Partial Payment. Any partial payment received by the Firm from a delinquent owner will be first applied to costs incurred by the Firm, then the balance will be split equally between Client and the Firm until both parties are paid in full – this “splitting equally” of received money shall continue as long as possible, preferably until both of us are made whole. Once attorney fees are satisfied, then all additional monies received are forwarded in their entirety to the Client.
- 9.3. Payment Plans. The Firm may settle or negotiate structured payment terms deemed reasonable under the circumstances presented by the delinquent owner. Any such settlement or negotiation may affect the Firm’s collection program outlined herein, for so long as the owner complies with the terms of the payment plan. Except as stated below, the Firm agrees to coordinate the duration of any payment plan with Client. However, Client agrees that the Firm, without additional authorization, may enter into payment plans up to six (6) months in duration. The Firm may charge the owner up to \$200 for drafting and tracking payment plans.
- 9.4. Forwarding Payments to Firm. This is absolutely critical for our program to work properly. Client agrees that once a matter is turned over to the Firm for collection, any money received directly by Client for the payment of any account will be forwarded to the Firm so that the Firm can satisfy the relevant portion of its legal fees incurred, and maintain a proper understanding of the status of the account for continued action if necessary. This is critical so that the Firm’s account balance matches the Association’s account balance. If Client fails to forward payments to the Firm, the Firm reserves the right to invoice Client for the attorney fees withheld, with monthly interest of 1.5% applied to invoices remaining unpaid after 30 days.
- 9.5. Client Action Once File is Turned Over to Firm. Once a file has been turned over to the Firm for collection, Client agrees that it will not take action that will interfere or interrupt the procedures of the Firm unless mutually agreed upon. As an example, Client shall not negotiate with delinquent homeowners, accept money from homeowners (unless it is promptly forwarded to the Firm) or enter into payment plans. In the event that Client does take action or otherwise interferes with the procedures of the Firm, Client agrees that the Firm may return the file to Client and charge Client its actual costs and attorney fees incurred. This also applies to those times when Client requests to stop collection efforts and return files to Client.
10. Governing Documents. Association shall provide the Firm with copies of all its current Governing Documents, including without limitation, Articles of Incorporation, Bylaws, recorded Plat Map(s), and recorded Declaration of Covenants, Conditions and Restrictions (CC&Rs), any amendments thereto, the Association Collection Rule and any other governing documents as defined by Utah Code Section 57-8a-102(10) or Utah Code Section 57-8-3(20) (collectively referred to in this Agreement as the “Governing Documents”) and all other information necessary for the Firm to perform this Agreement.
11. Association to Provide Accurate Information. All information provided to the Firm from the Association shall be true and accurate and the Association shall keep the Firm informed as to any changes in the information provided.
12. Contact Person. Association shall provide the Firm with the name, address, telephone number, facsimile number, and e-mail address, if applicable, of the person designated by Association to serve as the Firm’s official contact person for Association’s delinquent accounts, and all contacts with Association by the Firm shall be with such person and/or such person’s designee(s). Association shall notify the Firm promptly in writing of any changes in the identity of such persons and/or any changes

in Association's assessments or related amounts accruing during any delinquency. In the event Association has engaged a Manager, that Manager shall be deemed the contact person.

13. Manager Authority. The Association Manager has authority to sign on behalf of the Association for any matter involving the collection of the association assessments, including without limitation, Appointment of Trustee.
14. Collection. Subject to Section 7, Association shall bear all costs, expenses, and attorney fees incurred by Firm or any other agent or law firm to collect any amounts owed by Association on this or any of Client's other matters. Firm shall have a security interest and lien from the date of this Agreement on all of Client's causes of action, counterclaims, and all Client's property (both real and personal) for the payment of all costs, expenses, and attorney fees charged by Firm in this or in Client's other matters. Association consents to Firm taking all steps necessary to perfect such security interest, including the filing of a notice of interest or a financing statement or attorneys' lien.
15. Termination of Services. Client or Firm may terminate further services under this Agreement at will, but only upon 30 days advance written notice. However, such termination shall not affect Firm's ability or rights of collection as provided herein or otherwise allowed by law. In the event of termination by either party, Client shall execute a substitution of counsel or Notice of Appearance pro se.
16. Appointment of Trustee for Non-Judicial Foreclosure. To complete a non-judicial foreclosure of the Association's lien, the Association must appoint a trustee. The Association hereby appoints Bruce C. Jenkins, Quinn A. Sperry, or another attorney of the Firm as a trustee for all purposes in any non-judicial foreclosure instituted on the Association's behalf and authorizes Bruce C. Jenkins, Quinn A. Sperry, or another attorney of the Firm to act in such capacity in any such foreclosure, including but not limited to recording liens, signing and recording any appointment or substitution of trustee, signing and recording any notice of default, deeds following any foreclosure sale, and completing all other procedures as necessary to complete non-judicial foreclosures. The Association hereby authorizes the manager for the Association, as the Association's agent, to sign Appointment of Trustee forms in any collection matter.
17. Mediation/Litigation. If a dispute arises from or relates to this Agreement or the breach thereof, the Parties shall participate in at least six (6) hours of mediation before a law-trained mediator in an effort to settle any dispute between the Parties. Mediation proceeding shall take place in the county and state where the Association is located. Each Party shall bear their own costs and attorney's fees incurred in relation to the mediation process. If the dispute cannot be settled through mediation, the Parties may bring an action only in the Fifth Judicial District in and for Washington County, State Utah. The prevailing Party to any action brought in relation to this Agreement shall recover all costs, expenses and reasonable attorney's fees incurred in the post-mediation proceedings from the non-prevailing Party. This Agreement shall be construed in accordance with the substantive and procedural laws, including the applicable statute of limitations, of the State of Utah. If a court shall find any provision of this Agreement unenforceable under Utah law, such provision shall be stricken, and the remainder of the Agreement shall remain in full force and effect. The Firm shall have all rights available in law and equity to enforce this Agreement, including the rights of specific performance and injunction.
18. Indemnification for Violations of Fair Debt Collection Practices Act and Other Claims Asserted Against Firm. The Association agrees to indemnify Firm and pay Firm's defense costs (as they accrue and with counsel of Firm's choosing, who may be attorneys at Firm) for any threatened or filed Fair Debt Collection Practices Act (FDCPA) claim, claims brought under consumer protection statutes, and any other claims brought against Firm or its attorneys to the extent that such claim is based on or resulting from: (1) any false or erroneous information provided by the Association or its manager or representative to Firm; (2) any failure of the Association or its representatives to comply with the Governing Documents; (3) actions by the Association, its board members, or any manager that are a

breach of this Addendum; (4) unlawful or improper disclosure of information by the Association, its manager or other agents, or committee/board members related to Collection Matters; (5) any failure of the Association or its representatives to comply with the law, including any registration, lien notice requirements, or other requirements; or (6) any other claim asserted by an Owner against Firm, or any of Firm's attorneys and employees, in response or retaliation to Firm's efforts pursued in a Collection Matter so long as such Owner's claim does not arise from any negligence, error, or mistake by Firm. Firm strongly recommends that the Association communicate with its insurance agent to verify that the Association has coverage for such indemnification claims identified in this subsection and, if such coverage is not presently available, that the Association obtains a policy with such indemnification coverage, if available

19. Attorney Fees for Non-Collection Matters. Firm will bill in increments of one tenth (.10) of an hour, with a minimum entry of two-tenths (.2) of an hour if there is only a single entry for that day. Rates for services may increase with thirty (30) days advance written notice to Client, and shall be billed based upon one or a combination of the following:

- 19.1. Hourly Rates. Firm may bill based upon the hourly rates of the attorneys and staff. Attorneys are billed at an hourly rate of between \$190.00 and \$325.00/hour, and the Primary Attorney working on your matter(s), shall be as follows, along with the following hourly rates for staff:

Partner and "of Counsel" Attorney(s):	\$240.00-\$325.00/hour
Associate "and Contract" Attorney(s):	\$200.00/hour
Paralegal (significant experience or certification):	\$145.00/hour
Legal Assistant (law trained/no certification):	\$115.00/hour
Secretary:	\$ 85.00/hour

20. Collection Rule. For a flat fee of \$250.00 the Firm will provide a Collection Rule to the Association, if requested.

21. General Terms:

- 21.1. The headings in this Agreement are for ready reference only and shall not be used to limit or expand the terms of this Agreement.
- 21.2. If a court shall find any provision of this Agreement unenforceable under Utah law, such provision shall be stricken, and the remainder of the Agreement shall remain in full force and effect.
- 21.3. If a court shall find any provision of this Agreement unenforceable under Utah law, such provision shall be stricken, and the remainder of the Agreement shall remain in full force and effect.
- 21.4. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors, agents and assigns.
- 21.5. This Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of the Agreement between the Parties. As such, this Agreement constitutes the entire agreement between the parties, whether oral or written, with respect to the subject matter hereof, and may only be modified by subsequent writing duly executed by both Parties.
- 21.6. Each Party agrees to execute all documents necessary to complete the transactions contemplated herein.
- 21.7. This Agreement may be executed in counterparts; each counterpart being considered an original and all counterparts comprising one document.

21.8. Facsimile and electronic signatures shall be considered the same as original signatures.

ASSOCIATION:

**PROVIDENCE HIGHLANDS COMMUNITY
ASSOCIATION**

**COLLECTION ATTORNEY/FIRM:
JENKINS BAGLEY SPERRY, PLLC**

Signature: _____

Print: _____

Title: _____

By: _____

Bruce C. Jenkins

Carson B. Bagley

Quinn A. Sperry

EXHIBIT “A”

JENKINS BAGLEY SPERRY, PLLC

DECLARATION OF DEFAULT AND COLLECTION ASSIGNMENT

1. **Current Amount of Default:** The undersigned hereby declares that the owner(s) of the real property located as described below (“Property”) is/are delinquent in the payment of amounts due to the Association (“Association”). **A true and accurate ledger reflecting the above information is attached hereto.**
2. **Property & Owner Information:** The following information pertains to the Property and the Property Owner:
 - a. Name of Association: _____;
 - b. Name of Owner (if other than on ledger): _____;
 - c. Lot or Unit #: _____;
 - d. Unit owner-occupied? [Yes / No]; Unit occupied by a Tenant? [Yes / No];
Does the Owner live in Utah? [Yes / No]; Vacant ground? [Yes / No].
 - e. Name of Tenant(s) (if any): _____;
 - f. **Subject Property Address:**
Street & Unit #: _____ **City:** _____ **State:** _____ **Zip:** _____
 - g. Mailing Address(es) other than subject property address, if any:
Street or PO Box: _____ City: _____ State: _____ Zip: _____
 - h. Owner E-mail address(es): _____ Owner Phone #: _____
3. **Additional Information:** Circle the appropriate response and provide all names, dates, copies of documents, etc. (additional information may be provided through attachments):
 - a. Bankruptcy pending or threatened? [Yes / No] Details: _____;
 - b. Sale Pending? [Yes / No] Details: _____;
 - c. Foreclosure? [Yes / No] Details: _____;
 - d. Legal/administrative proceedings? [Yes / No] Details: _____;
 - e. Is there any reason a lien should be recorded before a 30-Day Demand Letter is sent to the Owner(s)?
[Yes / No] Details: _____;
 - f. Other (explain): _____.
4. **Fines:**
 - a. Fines must be marked as such. Are any amounts you are sending us fines? [Yes / No]: Pick One.
 - b. If so, is the date of each fine more than 210 days? [Yes / No]: Pick One.
5. **Utah Homeowners Association Registry:** The Association [] is [] is not registered on <https://secure.utah.gov/hoa/index.html>

The undersigned agent for the Association declares that the above information is accurate, will be updated, and that the Association has complied with all requirements of the JENKINS BAGLEY SPERRY, PLLC COLLECTION PROGRAM and will continue to do so.

Signature

Date

Name of Property Management Company/Association