

Terms and Conditions for Prescottfoothills.com

Website owner, the offering, and binding of Terms

This website is owned and operated by Prescottfoothills.com. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers Foothills Property Owners Association members information regarding their Association and once a year, the opportunity to pay their annual assessment via credit card.. By accessing or using the website of our service, you certify that you have read, understood, and agree to be bound by these Terms.

Who can use our website; what are the requirements to create an account

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms offered to customers

When paying FPOA dues with a credit card, you agree that. (i) you are responsible for reading the full item listing before paying: (ii) you enter into a legally binding contract to pay your dues when you complete the check-out payment process.

The prices we charge for using our services are listed on the website. We reserve the right to change our dues displayed per our CC&Rs, and to correct pricing errors that may inadvertently occur. Additional information about pricing is available on the payments page.

“The fee for the services and any other charges you may incur in connection with your use of the service, such as possible transaction fees, will be annotated on the product page.

Return and refund policy

As this portal is used solely to facilitate paying annual assessments, there is no return policy. If you have problems with the payment process and are double charged, you can contact prescottfoothillshoa@gmail.com for assistance.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE BOARD & COUNSEL REVIEW

Sec. li (p. 1): Violation and fining procedure fails to provide the mandatory 21-business-day response window, observer identification, or pre-fine notice and hearing required under Arizona law.

Statutory / Legal Reference: A.R.S. § 33-1803 & A.R.S. § 33-1242

Statutory Comparison: Under A.R.S. § 33-1803 (Planned Communities) and A.R.S. § 33-1242 (Condominiums), after notice and an opportunity to be heard, the board may impose reasonable monetary penalties. Any written notice of a violation must state the provision violated, the date of the violation, and the first and last name of the person who observed the violation, and if the owner responds by certified mail within 21 business days, no fine or enforcement action may proceed until the association provides the required written disclosures within 10 business days.

CURRENT WORDING IN DOCUMENT:

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SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Pursuant to A.R.S. §§ 33-1803 and 33-1242, no monetary penalty shall be imposed without prior written notice and an opportunity to be heard. Any notice of violation shall specify the provision violated, the date of observation, the first and last name of the observer, and the process the owner must follow to contest the notice, including the owner's right to respond via certified mail within twenty-one (21) business days.

ISSUE #1