



RECREATION CENTERS OF SUN CITY WEST INC.

19803 R.H. Johnson Blvd. Sun City West, Arizona 85375-4498

Phone: 623.544.6100 Web: suncitywest.com

APF REFUND REQUEST

** Please see reverse of form on qualifications for APF Refund**
** Please note APF refund will not be processed without Signature**

Payable To:
Mailing Address:

Date:
Owner:
Member #:
Owner:
Member #:

Table with 3 columns: DESCRIPTION, GL ACCOUNT #, AMOUNT:
Row 1: Sold Address, 40000-1021-000, \$5,000.00

Sold Date:
Purchase Address:
Purchase Date:

Total of Refunded Check Request: \$5,000.00

MUST RETURN:

APF REFUND REQUEST FORM and FINAL SETTLEMENT STATEMENTS ON PURCHASE AND SALE

Request will not be processed until the above documents are received.

You may e-mail the documents to: deeds@suncitywest.com

I have read and understand the asset Preservation Fee Policy Statement excerpt - Fi17, 3.1 through 3.8.2 as stated on the reverse of this Refund Request Form.

Owner One Signature: Owner Two Signature:
Date: Date:

Approved By: Staff: Date:

EXCERPT TAKEN FROM POLICY STATEMENT – Fi17

3.1 The Association imposes the Asset Preservation Fee on the acquisition, transfer, inheritance, gift, or any other type of change in ownership of legal or beneficial interest of the property (Collectively, purchase”) pursuant to any deed, contract for sale, will, of any other type instrument or documentation transferring an interest in the property.

3.1.1 If there is not a complete change of owner(s) in the transfer, the Fee must still be paid if any transferring owners together or separately retain **less than a fifty percent (50%) interest** in the property after the transfer (for example a transfer of a property from one Owner Member to add a spouse with joint/equal ownership would not result in a Fee, but a transfer from one person to add two or more people to the deed would result in a Fee). This does not apply to 3.7 exemptions below.

3.4 Exemption – Purchaser of a Replacement Residential Owner Occupied Unit:

The Association will refund the Asset Preservation Fee paid for the purchase of a Residential Unit in Sun City West if all of the following apply:

3.4.1 An Owner Member(s) has owned and occupied (primary number of the Owner Member card(s) associated with the property) a Residential Unit in Sun City West for at least one (1) year, and

3.4.2 The Owner Member(s) sells that Residential Unit within 12 months of buying a replacement owner-occupied (primary number of the Owner Member Card(s) associated with the property) Residential Unit in Sun City West, and

3.4.3 A tenant card has not been issued for more than three (3) months within the 12 months immediately prior to the sale of the owner-occupied (primary number of the Owner Member Card(s) associated with the property) Residential Unit

3.4.4 Ownership of the former Residential Unit must hold a minimum of 50% ownership in the new owner occupied (primary number of the Owner Member card(s) associated with the property) Residential Unit.

3.4.5 The Association in its sole discretion determines the transfer qualifies, considering all factors, including ownership of multiple properties in Sun City West.

3.5 Exemption – Transfer to Foreclosing/Lender/Guarantor:

The Asset Preservation Fee shall not apply upon involuntary transfers of a Residential Unit only to the foreclosing lender or the lender’s governmental guarantor (e.g., HUD) via foreclosure sale, trustee’s sale, deed in lieu of foreclosure or similar mechanism. Any other purchaser at a foreclosure or trustee’s sale for value is not exempt.

3.6 The Asset Preservation Fee shall apply to purchasers under agreements for sale or similar contracts where the Owner Member sells the beneficial interest and retains legal title (see A.R.S.§741 et seq.). However, the Fee shall not apply to such Owner Members (sellers under agreement for sale) who then use the statutory process to forfeit out the purchaser’s interest under the agreement on the purchaser’s default.

3.7 Exemptions – Trusts, Limited Liability Companies, And Similar Legal Entities:

3.7.1 The Asset Preservation Fee shall not apply to the transfer of legal ownership of a Residential Unit to a trust, to a limited liability company, or to a similar legal entity, if the resulting beneficiaries of the trust, etc., are identical to the legal owners immediately prior to the transfer.

3.7.2 The Asset Preservation Fee shall not apply to the transfer of legal ownership of a Residential Unit from a trust, from a limited liability company, or from a similar legal entity, if the resulting legal owners of the property are identical to the beneficiaries of the trust, etc., immediately prior to the transfer.

3.8 Exemption – Death:

The Asset Preservation Fee shall not apply to any change in ownership of legal or beneficial interest resulting from death, if either of the following occurs:

3.8.1 Each resulting owner of a legal or beneficial interest is already an owner of a legal or beneficial interest at the time of death (e.g., death of a spouse on a Joint Tenancy with Right of Survivorship deed, or death of legal title owner on a Beneficiary Deed), or

3.8.2 A person or legal entity who acquires ownership of a legal or beneficial interest of the Residential Unit resulting from death, sells it within one (1) year of the date of death is entitled to a refund.

I have read and understand the Asset Preservation Fee Policy Statement excerpt – Fi17, 3.1 through 3.8.2

Owner One Signature

Date

Owner Two Signature

Date