Dayton Valley Community Association

COLLECTION POLICY

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Dayton Valley Community Association contains the covenant for assessments,

WHEREAS there is a need to bring this procedure for the collection of assessments to view by the community in one document for ease of reference, and

WHEREAS it is the intent of the Board of Directors to comply with and implement the procedures for the collection of assessments,

NOW, THEREFORE BE IT RESOLVED that the Board of Directors has adopted the following policy.

1. Assessments and Due Dates: Regular assessments shall be levied annually in **quarterly** installments and are payable on the first day of each month corresponding to the installment period. Special assessments shall be due and payable upon Board of Director approval in a board meeting, or if necessary, by ballots presented to the membership. The Board of Directors may choose to levy a special assessment to correspond to the regular assessment installment period. The Regular and special assessments in whole or in part shall be subject to a late fee if not paid within **30** days after they become due. It is the responsibility of the unit's owner to pay all assessments, fees, or fines in a timely manner. The Association has the right to collect all assessments, fees, or fines and will do so in the manner outlined in this collection policy.

2. Late Fees & Interest: When an installment payment of a regular assessment or a special assessment in whole or in part becomes late, the owner's account with the Association shall be charged with a late payment fee per month of $10. Any assessment for common expenses or installment thereof that is 60 days or more past due is subject to interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied.

3. Disclosure and Payment Plan: In addition to all other remedies available to the Association, if any installment of an Assessment or portion thereof, is not received by the Association within 60 days after the obligation becomes past due, then the Association shall transmit a letter to the Owner ("Disclosure and Payment Plan") that includes:
   (a) A schedule of the fees that may be charged if the Owner fails to pay the past due obligation;
   (b) A proposed repayment plan; and
   (c) A notice of the right to contest the past due obligation at a hearing before the Board and the procedures for requesting such a hearing.

   A Disclosure and Payment Plan Processing Fee of $125.00 will be added to the Owner's account. This fee may change without notice. Unless otherwise determined by the Board after the hearing referenced in subparagraph (c), above, all repayment plans shall be: (i) signed by the Owner and returned to the Association within 30 days of the date of the Disclosure and Payment plan, (ii) be completed in 3 months, and (iii) require the Owner to stay current on all future accruing Assessments.

   If an Owner wants to request a hearing to contest the past due obligation, then, within 30 days of the date of the Disclosure and Payment Plan, the Association must receive a written request for the hearing. The written request must be sent to and received by the Association's community manager within the time period provided. Failure to appear at a requested hearing shall give the Association the right to immediately assign the unit owner to Collection.

4. Assignment to Collection/Notice of Intent to Lien/Lien: If within **30** days of the date of the Disclosure and Payment Plan, the Owner has not: (a) signed and returned the Disclosure Payment Plan, or (b) submitted a written request for a hearing as set forth in Paragraph 3, the Association may turn the account over to the Association's designated Collection Agent. At the time that an account is delivered to the Association's designated Collection Agent, the Association shall add a Collections Account Setup Fee of **$371.32** to the

Owner's account. The Association or its agent shall transmit a letter to the Owner notifying him or her of the delinquency and requesting payment thereof (the "Notice of Intent"). The Notice of Intent shall be mailed by certified mail, return receipt requested to the address of the Lot and, if different, to a mailing address specified by the Owner, and shall include, at a minimum, the following.

(a) the fact that the installment is delinquent;
(b) the amount of the delinquency, including any charges associated with the delinquency including, but not limited to, interest, late fees, attorneys' fees, or other Collection Costs;
(c) the action that is required to be taken by the Owner to cure the default;
(d) the date, not less than 30 days from the date the Notice of Intent is mailed to the Owner, by which such default may be cured;

In addition, the Notice of Intent may include the following:

(e) that, subject to the owner's right to request a hearing, the Owner's and the Owner's family, tenants, and guests right to use the recreational facilities, including, but not limited to, the gym, pools and spas is suspended during the time that Owner is delinquent in the payment of assessments;
(f) that the failure to cure to the default on or before the date specified in the Notice of Intent may result in acceleration of the balance of the installment of the Assessments for the then current fiscal year; and
(g) what action the Owner may take to cure the default after acceleration.

If the Owner fails or refuses to pay the balance due and owing to the Association as set forth in the Notice of Intent, then not less than 30 days after the Notice of Intent is mailed to the Owner, then the Association may record a lien against the Unit owned by the Owner (the "Lien"). The Lien must specify:

(a) the amount of Assessments and other sums due which may include but not limited to, the following: delinquent assessments, interest, late fees, management administrative fees, attorney's fees, and collection fees and costs;
(b) a description of the Unit upon which the lien is imposed;
(c) the name of the record owner of the Unit;
(d) the fact that the installment is delinquent;
(e) the action required to cure the default;
(f) the date, not less than 30 days from the date the notice is mailed to the Owner, by which such default must be cured; and

5. All Recoverable Costs: As provided by law, any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest charges, management or collection company administrative costs, charges of preparing and mailing notice, intent and/or demand letters, recording costs, legal expenses, costs associated with small claims court actions and the like shall be an additional charge against the owner and the owner's lot and shall be subject to collection action pursuant to this Policy.

6. Foreclosure: The Association has the option to proceed with foreclosure whether judicially or non-judicially. Once the Notice of Delinquent Assessment Lien is recorded and mailed, pursuant to Nevada Revised Statues, and goes unpaid for no less than 30 days after the mailing of the Lien for Delinquent Assessments.

7. Payment Agreements and Allocations: Initial payment plans will be for a period of 3 months. The Board may from time to time allow the Collection Agency to enter into Payment Agreements of limited term and conditions on behalf of the Association. The Board will determine acceptable terms and conditions and notify the Collection Agency in writing. Any requests for terms other than those pre-approved by the Board require the approval of the Board prior to the execution of the agreement. The Agreement allows the owner to make scheduled partial payments on the entire balance owing, in addition to the current assessments. A payment will be considered late, and payment plan breached if not received within 10 days of its due date. Failure to meet any terms of the written agreement shall give the Association and/or its Collection Agency the right to immediately continue the collection process without further notice to the owner bringing all amounts due and payable.

8. Recovery of Legal and Collection Fees and Costs: If a lawsuit or a foreclosure proceeding is initialized by the Association to recover assessments, the Association is entitled, by law, to not only recovery of the amounts in default, late charges, and interest, but additionally all collection fees and costs including title company, posting, and publishing company charges, and legal and attorney's fees in accordance with NAC 116.470.

9. Write-Offs: The Executive Board must approve all write-offs of debt.

10. Updates and Reports: The Association will receive timely updates and reports, as necessary.

11. Compliance with Servicemember Relief Acts: Notwithstanding anything to the contrary herein, the Association shall abide by the requirements of the Nevada Servicemembers Civil Relief Act (the "NSCRA") and the federal Servicemembers Civil Relief Act. As such, unless permitted by court order, the Association shall not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a servicemember or a dependent of a servicemember during any period that the servicemember is on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment. Furthermore, prior to taking any collection action, including sending out the 60-day letter discussed in paragraph 3 above, the Association shall: (i) inform each unit's owner or successor in interest that if the person is a servicemember or a dependent of a servicemember, he or she may be entitled to certain protections under the NSCRA, (ii) give the person an opportunity to provide any information required to enable the Association to verify whether the person is entitled to protections under the NSCRA, and (iii) verify using the information provided, or, if no information is provided, make a Good Faith effort (as defined in the NSCRA) to verify, whether the person is entitled to the protections of the NSCRA.

12. Compliance with Government Employee Relief Acts: Notwithstanding anything to the contrary herein, the Association shall abide by the requirements of Assembly Bill 393 (herein referred to as the Nevada Employees Civil Relief Act, or the "NECRA"), and any Federal Employees Civil Relief Act passed by Congress. As such, unless permitted by court order, if a unit's owner or his or her successor in interest is a federal worker, tribal worker or state worker or a household member or landlord of such a worker, an association shall not initiate the foreclosure of a lien by sale during the period commencing on the date on which an applicable shutdown begins and ending on the date that is 90 days after the date on which the shutdown ends. Furthermore, prior to taking any collection action, including sending out the 60-day letter discussed in paragraph 3 above, the Association shall: (i) inform each unit's owner or successor in interest that if the person is a federal worker, tribal worker, state worker, household member or landlord of such a worker, he or she may be entitled to certain protections under the NECRA, (ii) give the person an opportunity to provide any information required to enable the Association to verify whether the person is entitled to protections under the NECRA, and (iii) verify using the information provided, or, if no information is provided, make a Good Faith effort (as defined in the NECRA) to verify, whether the person is entitled to the protections of the NECRA.

13. Effective Date of this Policy. This policy was duly adopted by the action of the Board of Directors on October 25, 2023 and shall be effective as of the same date.

14. Policy Adoption: This resolution of the Board of Directors for Dayton Valley Community Association has been duly adopted at the October 25, 2023 meeting.

By: Carla Cole By: Sandy Mass

Carla Cole - President Sandy Mass - *Secretary*