

# CEDAR POINT COMMUNITY ASSOCIATION COLLECTION POLICY

Adopted October 23, 2019

WHEREAS the Executive Board of Directors of the Association ("Board") is charged pursuant to the Associations' Declaration of Covenants, Conditions and Restrictions ("CC&R's") with the responsibility to levy and collect assessments for common expenses from homeowners, special assessments, fines & penalties; maintenance or abatement nuisance charges, and

WHEREAS from time to time homeowners become delinquent in their payments of these and fail to respond to the demands from the board to bring their account current;

NOW THEREFORE, BE IT RESOLVED that the Board, pursuant to changes in NRS 116.31162, adopts the following policy and practice. This document sets forth the Associations' policy regarding collections pursuant to the Association's CC&R's and various sections of the Nevada Revised Statutes Chapter 116. The Board may designate an agent or agents, or any person acting on behalf of the association, including without limitation, an officer or employee of the association, a community manager, or a collection agency to collect payments and administer this Collection Policy.

**"COSTS OF COLLECTING"** includes any fee, charge or cost, by whatever name, including, without limitation, any collection fee, filing fee, recording fee, fee related to the preparation, recording or delivery of a lien or lien rescission, title search lien fee, bankruptcy search fee, referral fee, fee for postage or delivery and any other fee or cost that an association charges a unit's owner for the investigation, enforcement or collection of a past due obligation. The term does not include any costs incurred by an association if a lawsuit is filed to enforce any past due obligation or any costs awarded by a court. "Obligation" means any assessment, fine, construction penalty, fee, charge or interest levied or imposed against a unit's owner pursuant to any provision of NRS 116 or the governing documents. **EXHIBIT A**

## **"NOTICE OF PROTECTIONS AGAINST FORECLOSURE FOR SERVICEMEMBERS AND SERVICEMEMBER DEPENDENTS"**

Pursuant to Nevada Senate Bill 33 (2017), if a unit's owner or his or her successor in interest is a **servicemember or a dependent of a servicemember**, an association shall not initiate a foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment or for a period of one (1) year immediately following the end of such active duty or deployment, if the unit owner and/or a dependent of a servicemember provides an explanation on a separate document (Exhibit A) as to why their ability to make required payments to the Association is materially affected by the servicemember's active duty or deployment. **EXHIBIT B**

## **"NOTICE OF PROTECTIONS AGAINST FORECLOSURE FOR FEDERAL WORKERS, TRIBAL, AND STATE WORKERS DURING AND 90 DAYS AFTER GOVERNMENT SHUTDOWN"**

"Shutdown" means any period in which there is a lapse in appropriations for a federal or state agency or tribal government that continues through any unpaid payday for a **federal worker, state worker or tribal worker employed by that agency or tribal government**. Notwithstanding any other provision of law and except as otherwise ordered by a court of competent jurisdiction, if a borrower provides proof that he or she is a federal worker, tribal worker or state worker, or a household member or landlord of such a worker, the Association shall not initiate or direct or authorize another person to initiate a foreclosure sale during the period commencing on the date on which a shutdown begins and ending on the date that is NINETY (90) days after the date on which the shutdown ends. **EXHIBIT C**

### **A. ASSESSMENTS**

**1.0 Assessments in General.** The Association has a duty to levy regular and special assessments sufficient to perform its obligation under the governing documents and Nevada law. The board establishes the Association's fiscal year as January 1 to December 31, as the assessment period. Regular assessments are levied annually and payable during the year in monthly installments or as the Board may deem necessary.

**2.0 Obligation to Pay Assessments.** Each assessment, fee, charge, interest levied or imposed against a unit's owner is a personal obligation of the owner at the time the assessment or other sums are levied.

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**3.0 Notice of Assessments.** The Association will give the owners notice before any increase in the annual assessment or any special assessment. Notice will be sent by first-class mail to addresses of the member as of the date of notice. A unit's owner shall be deemed to have received written notice if notice is mailed to the address of the unit and if different, to a mailing address specified by the unit's owner. It is therefore the responsibility of each owner to keep the association advised of their correct mailing address and/or changes. The Board may elect from time to time to provide additional periodic statements of assessments, fees and charges, but lack of such statement does not relieve the owners of their obligation to pay assessments.

**4.0 Due Date / Delinquency Amounts.** Unless otherwise specified by the Board, beginning on January 1<sup>st</sup> an assessment is **due on the FIRST (1<sup>ST</sup>) day** of the month for which it is due. An assessment or any portion thereof is delinquent if it is not received as directed by the Board or its designated agent **TEN (10) days after it is due.**

**5.0 Charges on Delinquent Amounts.** On the **ELEVENTH (11<sup>th</sup>)** day after the assessment became due or any portion thereof that is delinquent, a **late charge of \$10.00 per month shall incur.** Any collection charges, if any, will also be added at that time.

**6.0 Interest Charges.** Any assessment for common expenses or installment thereof that is **THIRTY (30)** or more days past due bears 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 and July 1, as the case may be, immediately preceding the date the assessment becomes past due, **plus 2 percent.** The rate is adjusted accordingly on each January and July thereafter until the balance is satisfied.

**7.0 Application of Payments.** Payments shall be applied to the oldest debt first. Partial payments may be applied to the amount due but may not halt further collection activity. Timely payments should be made as directed by the Association. Delinquent payments should be directed to the Association's agent from whom Unit Owner has most recently received correspondence regarding account delinquency. The following provisions shall apply to payments made: a) if an Owner physically delivers a payment for delinquent Assessments to the Association or the Association's Manager or its Designated Collection Agent, then the Association must accept such payment; b) if an Owner remits a payment and makes a notation on the check that it is "payment in full," or some other similar verbiage, but the payment does not constitute full payment of the Assessments then due, the Association, the Manager or its Designated Collection Agent need not accept such payment; c) if the Association has entered into an agreement with a Designated Collection Agent to collect delinquent Assessments, and such agreement provides that the Association, its Manager or its Designated Collection Agent need not accept payments from an Owner after the Owner's account has been referred to collections, the Association, its Manager or its Designated Collection Agent must accept payments received from that Owner notwithstanding the provisions of the agreement with the Designated Collection Agent to the contrary. Upon acceptance of such payment, the Association or its Manager must either forward the check to the Designated Collection Agent or email or fax a copy of the check to the Designated Collection Agent; and d) if the Association has entered into an agreement with a Designated Collection Agent as set forth in subsection (c) and the payment received from the Owner has been noted "payment in full," but does not constitute full payment of the Assessments then due, the Association, its Manager or its Designated Collection Agent need not accept the payment.

**8.0 Notice of Delinquent Assessment.** Not earlier than **SIXTY (60) days** after the obligation becomes past due the association shall mail, **at a charge to the owner of \$50.00**, which may be in the form of a letter, monthly statement, past due notice, or any other written form or notice a Certified Mail — Return Receipt Requested letter to the mailing address on file for the unit's owner stating (a) A schedule of the fees that may be charged if the unit's 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 executive board and the procedures for requesting such a hearing; and (d) Notice of Protection Against Foreclosure for Servicemembers and Servicemember Dependents and (e) Notice of Protections Against Foreclosure for Federal workers, tribal, and State workers during and 90 days after government shutdown.

**9.0 Schedule of fees — Cost of Collecting.** To cover the costs of collecting any past due obligation of a unit's owner, an association or its Designated Agent for Collection acting on behalf of an association to collect a past due obligation of a unit's owner may charge the unit's owner fees.



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**10.0 Re-payment Agreement.** An owner may petition the Board in writing for a repayment agreement with the Association **at a charge to the owner of \$25.00**, prior to being referred to collections, to allow the owner to make periodic partial payments on the entire balance of the assessment account, in addition to the ongoing assessment payments, in amounts and on a repayment schedule agreed to by the Board. The Association has no obligation to enter into such a repayment agreement. Any agreement entered into with the owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interest of the Association are served. The repayment agreement shall be in writing and a provision shall be included that failure to sign, return and meet any term of the agreement shall give the Board the right to immediately continue the collection process without further notice to the owner.

**11.0 Contesting the past due obligation - Hearing.** Within **FIFTEEN (15) days** after the Notice of Delinquent Assessment is sent to the owner of the charge or balance, if the owner questions the accuracy of the calculation of an account or the amount charged to the assessment account, a written objection to the specific charges must be made to the Board of Directors. A telephone call will **not** reserve any rights. The disputed amount may remain unpaid during the investigation, but undisputed portions of the account must be paid before the delinquency date in order to avoid collection charges. No action will be taken to collect the disputed amounts until the Board of Directors completes their investigation and makes a formal decision. The owner must provide the following information in writing regarding any dispute:

- a. The owner's name, property or mailing address as applicable, and account number
- b. Make a request for a hearing with the executive board
- c. The exact dollar amount in dispute or in error or a counter repayment plan offer
- d. For each charge or payment in dispute, an explanation of the reasons the owner believes there is any error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated efficiently and effectively.
- e. If the owner does not know how the error was made include a statement how it may have been made, but the dates and check numbers, etc., must be given. Copies of checks (both front & back), letters or other documents referred to or claimed must accompany the written objection.

**12.0 Notice of Intent to Record a Lien.** If an assessment account remains unpaid for **NINETY (90) days** after it is due, the Association or its designated agent may issue a Notice of Intent to Lien (NOI), **at a charge to the owner of \$75.00**, to the owner at the owner's property and mailing address, if known. The Association's agent for collection shall notify the owner by Certified Mail — Return Receipt Requested that a lien may be recorded against the owner's lot unless the entire balance of the account is paid **within TEN (10) days** and shall provide an itemized statement of the charges owed as of the date of the notice, including the costs of the notice of intent. The agent for collection may require that the payments be made in certified funds.

**13.0 Recording of Lien.** A lien shall be recorded if, within the time period allowed the owner fails to pay the entire balance of the account or to petition the Board of Directors in writing for payment agreement pursuant to paragraph 10.0 of this Policy. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

**14.0 Notice of Default.** A Notice of Default and Election to Sell may commence **THIRTY (30) days** after the lien is recorded. The period of **THIRTY (30) days** begins on the first day following: (a) The date on which the lien is recorded; or (b) The date on which a copy of the notice of lien is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit, whichever date occurs later. The Notice of Default maybe recorded with the County Recorder, which will contain the same information as the Notice of Lien, but will also describe the Deficiency of Payment and the name and address of the person authorized by the Association to enforce the Lien by Sale.

**15.0 Foreclosure.** Foreclosure proceedings may commence **NINETY (90) days** after Notice of Default is recorded on the property if either the entire balance of the account has not been paid or a payment agreement has not been entered into with the Association. The period of **NINETY (90) days** begins on the first day following: (a) The date on which the notice of default is recorded; or (b) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit, whichever date occurs later.

**16.0 Recording of Release of Lien.** A release of lien will not be recorded until the entire balance of the owner's account is paid. All charges incurred in recording a Release of Lien including reasonable attorney and/or collection agent fees will be charged to the account.

**17.0 Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by the law and the Association's governing documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

**B. FINES & CONSTRUCTION PENALTIES**

**1.0 Application.** If association has imposed a fine against a unit's owner or a tenant or guest of a unit's owner pursuant to NRS 116.31031 for violations of the governing documents of the association the association shall not apply, in whole or in part, any payment made by the unit's owner for any assessment, fee or other charge toward the payment of the outstanding balance of the fine or any costs of collecting the fine, unless the unit's owner provides written authorization which directs the association to apply the payment made by the unit's owner in such a manner.

**2.0 Foreclosure.** The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless: (a) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community; or (b) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

**3.0 Health, Safety or Welfare.** If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents, but the amount of the fine must not exceed \$100 for each violation or a total amount of \$1,000, whichever is less. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the association pursuant to this section if the fine becomes past due.

**4.0 Continuing Violation.** If a fine is imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

**5.0 Construction Penalty.** The association may place a lien on a unit for any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due. Unless the declaration otherwise provides, any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection I of NRS 116.3102 are enforceable as assessments under this section.

**C. MAINTENANCE OR ABATEMENT**

**1.0 Breach of Obligation.** A person who holds a security interest in a unit must provide the association with the person's contact information as soon as reasonably practicable, but not later than 30 days after the person: (a) Files an action for recovery of a debt or enforcement of any right secured by the unit pursuant to NRS 40.430; or (b) Records or has recorded on his or her behalf a notice of a breach of obligation secured by the unit and the election to sell or have the unit sold pursuant to NRS 107.080.



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**2.0 Failure to comply.** If an action or notice has been filed or recorded regarding a unit and the association has provided the unit's owner with notice and an opportunity for a hearing in the manner provided in NRS 116.31031, the association, including its employees, agents and community manager, may, but is not required to, enter the grounds of the unit, whether or not the unit is vacant, to take any of the following actions if the unit's owner refuses or fails to take any action or comply with any requirement imposed on the unit's owner within the time specified by the association as a result of the hearing: (a) Maintain the exterior of the unit in accordance with the standards set forth in the governing documents, including, without limitation, any provisions governing maintenance, (b) Remove or abate a public nuisance on the exterior of the unit which: (1) Is visible from any common area of the community or public streets; (2) Threatens the health or safety of the residents of the common-interest community; (3) Results in blighting or deterioration of the unit or surrounding area; and (4) Adversely affects the use and enjoyment of nearby units

**3.0 Exterior of the unit.** Includes, without limitation, all landscaping outside of a unit and the exterior of all property exclusively owned by the unit owner. "Vacant" means a unit: (1) Which reasonably appears to be unoccupied; (2) On which the owner has failed to maintain the exterior to the standards set forth in the governing documents the association; and (3) On which the owner has failed to pay assessments for more than 60 days.

**4.0 Enter the grounds.** If a unit is vacant and the association has provided the unit's owner with notice and an opportunity for a hearing in the manner provided in NRS 116.31031, the association, including its employees, agents and community manager, may enter the grounds of the unit to maintain the exterior of the unit or abate a public nuisance as described in subsection 2 if the unit's owner refuses or fails to do so. A lien bears interest from the date that the charges become due at a rate determined pursuant to NRS 17.130 until the charges, including all interest due, are paid. Notwithstanding any other provision of law, an association, its directors or members of the executive board, employees, agents or community manager who enter the grounds of a unit pursuant to this section is not liable for trespass.

**5.0 Costs.** The association may order that the costs of any maintenance or abatement conducted include, without limitation, reasonable inspection fees, notification and collection costs and interest, be charged against the unit. The association shall keep a record of such costs and interest charged against the unit and has a lien on the unit for any unpaid amount of the charges. The lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive.

**D. ADMINISTRATION**

**1.0 Address of the Association — Board of Directors.** Owners shall respond in writing and/or make payments to the address as directed by the designated agent. If no address is given than any form of response, petition, dispute must be mailed to the Association at the following address:

CEDAR POINT COMMUNITY ASSOCIATION

C/O PERFORMANCE CAM, LLC, 5135 CAMINO AL NORTE, SUITE 100, NORTH LAS VEGAS NV 89031

**2.0 Non-Sufficient Funds.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason a charge to the owner of no more than \$20.00, WILL BE imposed to the owner. The Association may also seek damages in accordance with Nevada Revised Statutes.

**3.0 Sufficiency of Notice.** Except for notice that under Nevada law, which must be sent by certified mail, return receipt requested, notice is sufficient if either by hand delivered or mailed first class postage prepaid, to the owner at the address on the membership register at the time of the notice.

**4.0 Void Provision.** If any provision of the Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

This resolution of the Board of Directors has been duly adopted at the OCTOBER 23, 2019, Executive Board of Directors meeting.

By: Cheryl A. Wiper Date 10/23/2019 Attested to: James A. Menos Date 10/23/19  
President ~~Treasurer~~

SECRETARY



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**LAS VEGAS MAILING:**  
 6440 Sky Pointe Drive  
 Suite 140-154  
 Las Vegas, NV 89131  
 702.531.3394 phone  
 702.531.3396 fax

**LAS VEGAS PHYSICAL:**  
 8440 W. Lake Mead Blvd  
 Suite 210  
 Las Vegas, NV 89128

**RENO MAILING:**  
 1 East Liberty, 6th floor  
 Reno, NV 89501  
 775.419.0744 phone

[www.absolute-collection.com](http://www.absolute-collection.com)

**PRICE LIST**

There are no upfront fees for HOAs. Prices are charged to account. Pricing is in compliance with current Statute. Shaded areas represent allowable charges in Superpriority language.

Pre-Lien Notice	\$150.00
Notice of Delinquent Assessment Lien	\$325.00
Pre-Notice of Default Letter	\$90.00
Notice of Default	\$400.00
Trustee Sale Guarantee Report (TSG)	At cost; currently \$190.00
Notice of Trustee Sale	\$275.00
Publishing and Postings	At cost; currently \$270.00
Conducting Foreclosure Sale/foreclosure fee	\$275.00
Payment Plan Monitor (one time fee)	\$30.00
Payment Plan Breach notice	\$25.00
Escrow Demand	\$150.00
Superpriority Demand	\$150.00
Statement of Account	\$150.00
Prepare and record deed	\$125.00
Bankruptcy Monitoring & proof of clam	\$100.00
Release of Lien/Superpriority Release	\$30.00
Violation Lien	\$325.00
NSF Fee	\$20.00
Mailing cost (1 <sup>st</sup> Class and Certified total)	\$10.00
Substitution of Agent	\$25.00
Expedite Fee	\$100.00
Certificate of Sale	\$30.00
Certificate of Redemption	\$30.00
Affidavit of Mailings	\$30.00
Recording Fees	At cost
Legal Fees/Judgements	At cost
Military Disclosure Statement	\$125.00
Research if required in response to MDS	\$150.00

*\*Post foreclosure fees available upon request.*

**EXHIBIT A**



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## Notice of Protections Against Foreclosure for Servicemembers and Servicemember Dependents

Pursuant to Nevada Senate Bill 33 (2017), if a unit's owner or his or her successor in interest is a servicemember or a dependent of a servicemember, *an association shall not initiate a foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment or for a period of one (1) year immediately following the end of such active duty or deployment.*

If you are a servicemember or a dependent of a servicemember you may be entitled to the protections of this section.

If you believe you are or may become entitled to the above protections please provide the full name of the servicemember as well as the servicemember's birthdate or social security number. The servicemember's birthdate or social security number is necessary to verify the servicemember's deployment status through the US Department of Defense website.

Please promptly provide the verification information in order to prevent any foreclosure related notices from being sent to your property from your community association.

If foreclosure notices have been sent to your property and you subsequently provide verification information confirming you were entitled to the above protections at the time of such notices then the notices, as well as the fees and costs associated therewith, will be rescinded and waived.

You may provide the verification information by filling out the below information and returning it to:

Performance CAM  
5135 Camino Al Norte Suite 100  
North Las Vegas NV, 89031  
Email: [admin@performance-cam.com](mailto:admin@performance-cam.com)

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Unit Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Servicemember Name: \_\_\_\_\_

Servicemember Birthdate and/or Social Security Number: \_\_\_\_\_

*If you are a unit owner and are a dependent of a servicemember please provide an explanation on a separate document as to why your ability to make required payments to the Association is materially affected by the servicemember's active duty or deployment.*

EXHIBIT B



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**Notice of Protections Against Foreclosure for Federal, Tribal, and State  
Workers During and 90 Days After Government Shutdown**

Pursuant to AB 393 (2019), if a unit's owner or his or her successor in interest is a federal worker, tribal worker, or state worker (or applicable household member or landlord thereof), *an association shall not initiate a foreclosure of a lien by sale* during the period on which a "shutdown" (any period in which there is a lapse in appropriations for a federal or state agency or tribal government that continues through any unpaid payday for a federal worker, state worker or tribal worker employed by that agency or tribal government) begins and ending on the date that is 90 days after the date on which the shutdown ends.

If you are a federal worker, tribal worker, or state worker or a dependent or landlord of such a person you may be entitled to the protections of this section.

Please note, a household member or landlord of a federal worker, tribal worker, or state worker may be entitled to the protections, *upon application to the court*, if the ability of the household member or landlord to make payments required by a lien of a unit-owners' association is materially affected by the shutdown.

If you believe you are or may become entitled to the above protections, please provide the appropriate information necessary to verify entitlement to the same.

Please promptly provide the verification information in order to preclude any foreclosure related notices from being sent to your property from your unit-owners' association.

If foreclosure notices have been sent to your property and you subsequently provide verification information confirming you were entitled to the above protections at the time of such notices then the notices, as well as the fees and costs associated therewith, will be rescinded and waived.

You may provide the verification information by filling out the below information and returning it to Association management.

Unit Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Name of Person Entitled to Protection: \_\_\_\_\_

Contact Telephone & E-mail: \_\_\_\_\_

Identification of Agency/Department of Employment: \_\_\_\_\_

Contact Telephone for Human Resources Office to Verify Employment: \_\_\_\_\_

*Additional Documentation: Please provide any additional documentation or contact information you believe may be helpful in verifying your entitlement to the protections above.*

EXHIBIT C



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