

PECOS-PARK SUNFLOWER HOMEOWNERS ASSOCIATION COLLECTION POLICY

Adopted August 5, 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, NRS 116, and other State and Federal Laws. 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. Each Owner, by acceptance of a deed or other conveyance is deemed to covenant and agree to pay Association all assessments and fees, together with interest, costs, attorney's fees and other sums imposed against a unit's owner.

 ORIGINAL

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 in writing 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. Unless otherwise specified by the Board, beginning on January 1st an assessment is **due on the FIRST day** of the month for which it is due. An assessment or any portion thereof not received **THIRTY (30) days after it is due**, as directed by the Board or its designated agent, is delinquent.

5.0 Charges on Delinquent Amounts. When an installment payment of an assessment is **THIRTY (30) days** delinquent, a **late/fee charge of \$10.00 or 10% of the delinquent assessment, whichever is greater.** 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 **SIXTY (60) 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 amounts 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.

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 cost of collecting 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; (d) the Notice of Protection Against Foreclosure for Servicemembers and Servicemember Dependents form, 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.

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 \$30.00**, 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.

 ORIGINAL

11.0 Right and Procedure to Contest Past Due Obligation(s). Unit Owners have the right to contest any past due obligation(s) at a hearing before the Executive Board by properly submitting a request within **THIRTY (30) days** of the date the Notice of Delinquent Assessment was mailed to the Unit Owner. The procedure for requesting a hearing pursuant to the Notice of Delinquent Assessment is as follows: (1) send a written request. A telephone call **WILL NOT** reserve any rights, (2) request must include the following statement in **bold underlines 12pt type** as the first line in the writing **“Request for Hearing to Contest Past Due Obligation(s) for (property address) owned by (Owner name) and (Account Number)”**, (3) include the exact dollar amount in dispute or in error or a counter repayment plan offer 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, (4) 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 so that the dispute may be investigated efficiently and effectively, (5) sent request via certified mail or process server to the Association management agent that sent the Notice of Delinquent Assessment. Following timely receipt of a compliant request the Unit Owners hearing shall occur during the Association’s Executive session at the date, time and location provided to the Unit Owner in a separate Contested Hearing notice. In the event the Unit Owner fails to attend the hearing, a determination may be made in absentia. Within TEN (10) days following the hearing, a Letter of Determination of the matter will be sent to the Unit Owner.

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. If collection services are obtained, a lien shall be recorded within the time period allowed if the owner has failed 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.

 ORIGINAL

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 Fines. 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. When fines for non-health, safety or welfare violations total \$500.00 or more, and remain delinquent subsequent to the SIXTY (60) day Delinquency Notice, procedures for collection of the same may be done in accordance with the collection procedures set forth herein.

3.0 Continuing Violation. If a fine is imposed pursuant to subsection B2.0 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 SEVEN (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.

4.0 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.

5.0 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.

6.0 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 THIRTY (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.

 ORIGINAL

**PECOS-PARK SUNFLOWER HOMEOWNERS ASSOCIATION
COLLECTION POLICY, page 5 of 5**

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 SIXTY (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 C2.0 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:

PECOS-PARK SUNFLOWER HOMEOWNERS ASSOCIATION
EXECUTIVE BOARD OF DIRECTORS
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 \$35.00, 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 August 5, 2019, Executive Board of Directors meeting.

By: [Signature] Date 8/5/19
President

Attested: [Signature] Date 8/5/19
Treasurer



ORIGINAL

LEACH JOHNSON SONG & GRUCHOW
LIEN/FORECLOSURE FEE SCHEDULE¹

1. <u>NRS 116.31162(4) sixty (60) day Payment Plan/Fee Disclosure Letter</u>	\$150.00
2. <u>Attorney Demand Letter</u> (provided on LJSG letterhead)	\$150.00
3. <u>Notice of Delinquent Assessment Lien</u> (preparation and recordation of lien and all statutorily required mailings)	\$325.00 ²
<ul style="list-style-type: none"> • <u>Release of Notice of Delinquent Assessment Lien</u> (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from client, recordation of document, and providing recorded copies to client and HO] 	\$30.00
4. <u>Intent to Notice of Default Letter</u>	\$90.00
5. <u>Notice of Default</u> (preparation and recordation of NOD and all statutorily required mailings)	\$400.00
<ul style="list-style-type: none"> • Trustee's Sale Guarantee (at actual cost charged by title company – the cost is based on the amount of the lien) • <u>Rescission of NOD</u> (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from client, recordation of document, and providing recorded copies to client and HO] 	At actual cost charged by title company \$30.00
6. <u>Intent to Notice of Sale Letter</u>	\$90.00
7. <u>Foreclosure Sale</u> – includes: <ul style="list-style-type: none"> • Notice of Sale • Publication & Posting Costs 	At fee rates provided in NAC 116.470, including subsections (e)-(i), (s)-(t).

¹ Each line item amount is the fee for that task. Pursuant to NAC 116.470(3), actual costs incurred in performing each line item task are in addition to the fee for each task.

² Violation Lien(s) may be filed in accordance with NRS Chapter 116.



ORIGINAL

EXHIBIT A

<ul style="list-style-type: none"> • Conduct Sale • Transfer Deed 	
8. <u>Payoff Demand(s)/Escrow Demand(s)</u>	\$150.00
9. <u>Expediting Fee</u> (Payoff requested within 3 days)	\$100.00
10. <u>Repayment Agreement(s)</u> – Between Owner(s) and Association <ul style="list-style-type: none"> • Set-up Fee • Payment Plan Breach Letter 	\$30.00 \$25.00
11. <u>Mailing Fee Per Piece</u> – Intent to Lien Letter, Demand Letter, Notice of Delinquent Assessment Lien, Notice of Default	\$2.00 per piece
12. <u>Insufficient Funds Fee</u> (NAC 116.470(2)(p))	\$20.00 + third party costs (NAC 116.470(3))
13. <u>Paralegal Services performed @ Hourly Rate</u> (NAC 116.470(4)(b))	\$145.00-\$165.00
14. <u>All other attorney services performed @ Hourly Rate</u> (NAC 116.470(4)(b))	Partner \$325.00 - \$350.00 Associates \$185.00-\$285.00
15. <u>Copy/Facsimile Charges</u>	\$.20/page
16. <u>Postage Charges</u>	At cost of postage
17. <u>Certified Mail Charges</u>	At cost of certified mailer
18. <u>Recording Fees</u>	At cost charged by Recorder's Office
19. <u>Other Third Party Costs</u>	At cost charged by third party



ORIGINAL

EXHIBIT A

LEACH JOHNSON SONG & GRUCHOW
BANKRUPTCY FEE SCHEDULE³

1. <u>Bankruptcy Package Preparation and Monitoring</u>	\$100.00 Flat Fee
2. <u>File Evaluation/Recommendation</u> This can be utilized in conjunction with any of the following items or not at all	\$195.00 Flat Fee
3. <u>Proof of Claim</u> Includes coordination with manager to obtain updated account history and prepare and file Proof of Claim	\$175.00 Flat Fee
4. <u>Demand Letter Regarding Payment of Post-Petition Payments</u> Includes coordination with manager to obtain updated account history and prepare and deliver demand letter	\$215.00 Flat Fee
5. <u>Motion for Relief From Stay</u>	\$500.00 Flat Fee + Court Filing Fees (Filing fees are currently \$176.00 and are subject to change)
6. <u>Bankruptcy Letter to Lender(s) (in case of Property Surrender to Lender(s) and/or Lender(s) Motion for Relief From Stay Granted)</u>	\$175.00 Flat Fee
7. <u>Filing of pleadings other than Motion to Terminate Stay (i.e., Opposition, Reply, Objection to Plan Confirmation, etc.), Court appearances and Board meeting appearances at professional's hourly rate</u>	At hourly rate set forth below
8. <u>Paralegal Services performed @ Hourly Rate</u>	\$145.00-\$165.00/hour
9. <u>All other attorney services performed @ Hourly Rate</u>	Partner \$325.00 - \$350.00 Associates \$185.00-\$285.00
10. <u>Copy/Facsimile Charges</u>	\$.20/page
11. <u>Postage Charges</u>	At cost of postage
12. <u>Certified Mailing Charges</u>	At cost of certified mailer
13. <u>Recording Fees</u>	At cost charged by Recorder's Office
14. <u>Pacer Charges</u>	At cost charged by CM/ECF
15. <u>Other Third Party Costs</u>	At cost charged by third party

³ Each line item amount is the fee for that task. Pursuant to NAC 116.470(3), actual costs incurred in performing each line item task are in addition to the fee for each task.



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

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



ORIGINAL

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.