

**RAINBOW BEND HOMEOWNERS' ASSOCIATION  
ASSESSMENT AND FINE COLLECTION POLICY**

1. Owner shall be responsible to pay all assessments and special assessments levied against a unit in a timely fashion including any collection related fees and costs set forth in NAC 116.470 in a timely fashion. This is crucial to the management of our Association.
2. **Owners who are active duty service members or dependents of such servicemember are entitled to the protection of the Servicemembers Civil Relief Act ("SCRA") but will need to provide the Association's management company identifying information sufficient to allow the Association to verify service through the database maintained by the federal government. Please contact the management company if you have any questions regarding this.**
3. **Owners who are, or whose household contains, a Government Workers including any State, Federal or Tribal worker, are exempt from foreclosure actions during a period of government shutdown. For purposes of collections efforts, the government shutdown period extends from the date on which the shutdown commences and continues until 90 days after such shutdown ends.**
4. Attached is a schedule of fees the Association shall charge to Owners (a third party acting on behalf of the Association may charge these same fees on behalf of the Association). All collection related fees and costs shall be assessed against the Owner's unit pursuant to NRS 116.3115(6), any other applicable provision of NRS Chapter 116, any other applicable provision of NAC Chapter 116, and as otherwise allowed by Nevada law, provided, however, that the fees and costs assessed against the Owner's unit shall not exceed the schedule set forth in NAC 116.470.
5. Super-Priority Lien Charges: The amount of the costs of enforcing the association's lien shall be only as allowed by Nevada Statutory and Applicable Case Law.
6. The Association, a member of the association's executive board, an officer or employee of the association or the community manager of the association is not required to be a licensed debt collection agency or contract with a licensed debt collection agency to collect amounts included in the association's lien until a notice and default and election to sell the unit to enforce the lien is recorded. If the Board does contract with an Agent for collections services, it shall maintain good communication with its Agent and review and vote upon execution of any necessary authorizations in a timely fashion.
7. If Owner fails to pay assessments in a timely manner, the Association shall have the right to record a Notice of Delinquent Assessment against the property, record a Notice of Default & Election to Sell against the property, record a Notice of Sale against the property and foreclose on the property pursuant to Nevada Revised Statutes Chapter 116.3116-31168 and in accordance with Nevada law, as described in more detail below.
8. Owner shall be responsible to pay all outstanding assessments, including all collection related fees and costs, assessed against a unit or property prior to the date Owner took title to the extent allowed by NRS Chapter 116 or as otherwise allowed by Nevada law.
9. Owner shall be responsible to pay all fines. A schedule of fines is attached to this Collection Policy. If Owner fails to pay any fine, then Association may lien Owner's property and Association has the right to charge any amount allowed by law to collect unpaid fines from Owner. Please be aware that fines are treated differently than assessments. The Association cannot foreclose on a lien for fines, 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. The Association can foreclose

on a property if Owner fails to pay regular or special assessments in a timely manner so long as the Association follows the specific foreclosure procedures articulated in NRS 116.

10. Regular Assessments shall be due on the **1<sup>st</sup> day of each month.**

11. Regular and special assessments shall be delinquent if not paid within **fifteen (15) days** of the due date.

12. There shall be a **late charge of \$25.00 after fifteen (15) days** delinquent.

13. The Association may charge interest at the rate allowed by law on any assessments more than sixty (60) days past due.

14. An Association may not mail to a unit's Owner or his or her successor in interest a letter of its intent to mail a notice of delinquent assessment or take any other action to collect a past due obligation from a unit's Owner or his or her successor in interest unless, not earlier than 60 days after the obligation becomes past due, the Association mails to the address on file for the unit's owner: (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.

15. A Notice of Intent to Lien may be sent to any Owner who is delinquent in the payment of any assessment owed with respect to Owner's unit if the Association has complied with the above NRS 116 collections procedures.

16. A lien (Notice of Delinquent Assessment) shall be recorded with the County Recorder and mailed to the unit Owner if an Owner fails to pay in full all assessments due to the Association within the thirty days of the date of the Notice of Intent to Lien or as otherwise allowed by Nevada law.

17. A Notice of Default & Election to Sell shall be recorded and mailed to an Owner that fails to pay in full all assessments due to the Association within thirty days of the date of the lien (Notice of Delinquent Assessment) or as otherwise allowed by Nevada law.

18. The Association will mail by certified or registered mail, return receipt requested, not later than 10 days after recording the notice of default and election to sell, a copy of the notice to each holder of a security interest recorded before the Association recorded the notice of default. The Association also shall record an affidavit stating the name of each holder of a recorded security interest into whom a copy of the notice of default and election to sell and notice of sale was mailed and the address to which those notices were set. Further the sale itself will be published in a manner similar to the publishing posting and giving of notice of the non-judicial foreclosure sale of real property secured by a deed of trust.

19. Not less than thirty (30) days after the recording of the Notice of Delinquent Assessment Lien, the Association or its Agent(s) will mail, by certified or registered mail, return receipt requested, a Notice of Default and Election to Sell to the Owner, if the assessment account remains unpaid. The Notice of Default and Election to Sell will also be recorded against the Owner's property at the County Recorder's Office. Service of the Notice of Default and Election to Sell must be made on the Owner, by certified or registered mail, return receipt requested, to the Unit address and the Unit Owner's mailing address of record, if different from the Unit address. The Notice of Default and Election to Sell will comply with all applicable and relevant provisions of NRS 116.31162 and the Notice of Default will also contain the following notice in bold print: **WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

20. The Association shall record and mail a Notice of Sale setting forth the date for the sale of the unit of any Owner who fails to pay in full all assessments due to the Association within ninety days of the date of the Notice of Default & Election to Sell or as otherwise allowed by Nevada law. Service of the Notice

of Trustee's Sale must be made in accordance with NRS 116.311635. The Notice of Trustee's Sale shall include the following notice in bold print: **WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE, YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE RAINBOW BEND HOMEOWNERS' ASSOCIATION MANAGEMENT AT 775-329-7070. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (702) 486-4480 IMMEDIATELY.** The sale shall be subject to the provisions set forth in NRS 116.31164.

21. Any sale shall be conducted at the same location that a non-judicial foreclosure sale of real property secured by a deed of trust must be conducted and requires that the sale be commercially reasonable. Notice of any rescheduled sale be given in the same manner that notice of the original sale is given.

22. If the holder of the first security interest pays the amount of the super-priority lien not later than ten (10) days before the date of the sale, and documentation of such payment is properly recorded five (5) days before the date of the sale, the foreclosure of the Association's lien does not extinguish the first security interest.

23. After sale of a unit to enforce the association's lien, the unit owner or holder of a security interest on the unit may redeem the unit by paying certain amounts to the purchaser within 60 days of after the sale. If the unit's owner redeems the unit, the unit's owner is restored to his or her ownership of the unit. If a holder of a security interest on the unit redeems the unit, that holder becomes the owner of the unit.

24. Upon expiration of such redemption period, any failure to comply with the requirements of existing law for the foreclosure of the association's lien does not affect the rights of a bona fide purchaser or encumbrancer for value.

25. If a unit is subject to the Foreclosure Mediation Program, a unit-owners' association may not foreclose its lien on the unit until the trustee has recorded the required certificate NRS 107.086, 116.31162. The trustee under a deed of trust must notify the association that a unit is subject to the Foreclosure Mediation Program and notify the association that the trustee has received the required certificate form the Program.

26. An Owner shall be responsible for all reasonable collection fees, legal fees and costs the Association (or a third party acting on behalf of the Association) charged in attempting to collect any delinquent assessments.

27. The Association will enter into a good faith agreement with an Owner to set up a payment plan for delinquent assessments. However, if an Owner refuses to enter a payment plan or if an Owner fails to comply with the terms of a payment plan, the Association shall proceed to collect the delinquent assessments as set forth herein.

28. The Association has the right to collect any delinquent assessments and unpaid fines in any manner allowed by Nevada law.


29. The Association authorizes any person acting on behalf of the Association to charge on the Association's behalf the fees and costs described on the attached Schedule of Collection Related Fees and to perform any other actions necessary to collect unpaid assessments or fines, including, but not limited to signing all documents related to the actions set forth in this Collection Policy.

30. This Collection Policy is superseded to the extent necessary to comply with NRS Chapter 116 and any amendments thereto.

31. A lien for unpaid assessments is extinguished unless a notice of default and election to sell is recorded as required by NRS 116.31162, or judicial proceedings to enforce the lien are instituted within three (3) years after the full amount of assessments become due.
32. If any provision of this Assessment Collection Policy is determined to be null and void, all other provisions of the Assessments Collection Policy shall remain in full force and effect.
33. The Owner shall respond in writing or make payment to the address as directed by the designated Agent(s). If no address is given by the Agent(s), the Owner should mail all responses and petitions to the Association at the following address:

RAINBOW BEND HOMEOWNERS ASSOCIATION  
*c/o Lara Garrell*  
**Supervising Community Association Manager (#1080 – SUPR)**  
 CAMCO North Division  
 1755 E. Plumb Ln., Suite 162  
 Reno, NV. 89502

This Assessment and Fine Collection Policy was approved by the Board and was adopted on this 24 day of August, 2019, and supersedes any previous Collection Policy. This Policy shall become effective thirty (30) days after being mailed out to the membership.

  
 \_\_\_\_\_, **President**  
 \_\_\_\_\_, **Board of Directors**  
**RAINBOW BEND Homeowners' Association**

### SCHEDULE OF FINES

Pursuant to NRS 116.31031(1)(b), the Board of Directors has adopted a “Schedule of Fines” which is set forth in the Association’s Rules & Regulations. There shall be, however, **NO DOLLAR LIMIT** on the amount of any initial fine for each separate violation of any provision of the governing documents that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit’s owners or residents of the Association. Such initial fine amount will be determined commensurate with the severity of the violation, in the Board’s discretion.

#### **RAINBOW BEND Homeowners’ Association fee examples:**

- Account set up fee                    \$300.00 (Payable to Management Company)
- Doc Fees (Escrow)                    See fee schedule at HomeWise
- Returned check fee                    \$15.00
- 60-Day Delinquency Notice        \$75.00 per address (max \$150.00)
- Intent to lien letter                    \$25.00 per address (max \$50.00)
- Payment plan monitoring fee        \$25.00
- Bankruptcy monitoring fee          \$100.00

## Schedule of Fees

Demand or intent to lien letter .....	\$150
Notice of delinquent assessment lien.....	\$325
Intent to notice of default letter.....	\$90
Notice of default.....	\$400
Intent to notice of sale letter.....	\$90
Notice of sale .....	\$275
Intent to conduct foreclosure sale.....	\$25
Conduct foreclosure sale.....	\$125
Prepare and record transfer deed.....	\$125
Payment plan agreement – One-time set-up fee.....	\$30
Payment plan breach letter.....	\$25
Release of notice of delinquent assessment lien.....	\$30
Notice of recession fee.....	\$30
Bankruptcy package preparation and monitoring.....	\$100
Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien, notice of default and notice of sale.....	\$2
Insufficient funds fee.....	\$20
Escrow payoff demand fee.....	\$150
Substitution of agent document fee.....	\$25
Postponement fee.....	\$75
Foreclosure fee.....	\$150

*Actual costs of collections pursuant to NAC 116.470*

Posting and publishing:.....	\$300-600 per publication
Trustee's sale guarantee:.....	\$300-400
Recordings for notice of liens, notice of defaults and notice of HOA sale:.....	\$35-72
Mailing costs:.....	Actual cost of postage

*Costs may not be all inclusive.*

**Nevada Association Services, Inc. is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.** Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient thereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws. This notice is being sent merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes.