

**RESOLUTION OF THE BOARD OF DIRECTORS  
For the  
WEST SAHARA COMMUNITY ASSOCIATION**

**COLLECTIONS POLICY**

Pursuant to the West Sahara Community Association (hereinafter "Association") CC&Rs dated March 13, 1985 and recorded in the Office of the County Recorder of Clark County, Nevada in Book 2077 as Instrument No. 2036557 and on June 20, 1985 rerecorded in the Office of the County Recorder of the Clark County, Nevada in Book 2214 as Instrument No. 2173803, the following policy will be formed:

**WHEREAS**, the Association is a Nevada corporation duly organized and existing under the laws of the State of Nevada;

**WHEREAS**, Article 2, Section 5 of the Bylaws of the Association empowers the Board of Directors to administer the affairs of the Association and enforce the provisions of the Articles, Bylaws, and the Declaration, and,

**WHEREAS**, Article V, Section 1 of the CC&Rs maintains that fees, charges, late charges, fines, collection costs, and interest charged against an Owner pursuant to the Documents and the Act are enforceable as Common Expense Assessments against that Owner's Unit.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Association establishes and adopts the following resolution in regards to establishing a collections policy for the collections of delinquent Common Expense Assessments.

1. Regular monthly assessments (i.e., Common Expense Assessments) are due, in advance, on the first day of the month and are delinquent if not received in full by the Association within 30 days after the due date thereof. Special and Capital Improvement Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within 30 days after it is due.
2. Common Expense, Special, and Capital Improvement Assessments shall

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**(RECORDERS USE ONLY)**

incur a late charge of \$10 per month if not received by the 30<sup>th</sup> of the month in which it is due. On the 31<sup>st</sup> day delinquent, the account shall begin to accrue interest at the rate of 12% per annum.

3. If a Unit Owner's account has a delinquent and/or rotating balance of any amount for a period of 60 days, a Notice of Intent to Lien will be sent to the Unit Owner(s) with all fees and costs related to the preparation and mailing of said Notice assessed to the Unit Owner's account. These costs shall be collectable as assessments.
4. If all such amounts have not been received within 30 days after the date of the Notice of Intent to Lien, a Notice of Delinquent Assessment Lien will be prepared and mailed to the owner(s), a Notice to the Mortgage Company will be prepared and mailed to the Mortgage Company, thereof with all resulting collection fees and costs added to the total delinquent amount. All amounts thereafter due to the Association must be paid in full and the Association shall not be required to accept any portion or installment payments. Acceptance of partial or installment payments will not, under any circumstances, release or diminish the effect of Notice of Delinquent Assessment or other encumbrance the Association may have whether that lien or encumbrance be recorded or not.
5. If all such amounts have not been received, in full, within 90 days after the mailing of said Notice of Delinquent Assessment Lien, the Association will, without any further advance notice, proceed to take any and all additional enforcement remedies as provided for by law including, but not limited to, non-judicial foreclosure of the Notice of Delinquent Assessment. All expenses incurred for such action shall be billed to the account of the Unit Owner(s) as an assessment for collections.
6. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balance first, until such time all assessment balances are paid, and then to the late charges, interest, and costs of collection unless otherwise specified by written agreement.
7. The Association shall charge a minimum Returned Check Charge of \$37.50 for any and all checks returned as "Non-Negotiable," "Insufficient Funds," or for any other reason.
8. All of the above-referenced notices will be mailed to the record Unit Owner(s) at the last mailing address provided in writing to the Association by said Unit Owner(s).
9. Good Faith Payment Agreements may be accepted by the Association at any time provided that the property has not sold and there is reason to believe the Unit Owner shall honor the agreement.
10. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.



