

**REVISED DELINQUENT ASSESSMENT COLLECTION POLICY**  
**CAUGHLIN RANCH HOMEOWNERS ASSOCIATION**

Whereas, the Board of Directors finds that timely payment of regular and special assessments, construction penalties and fines, is of critical importance to the Association, and Whereas, the failure of any owner to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations.

Pursuant to NRS 116.3116, the Association has a lien on a unit for any construction penalty, assessment, or fines imposed against the unit's owner, plus penalties, fees, charges, late charges, fines, interest and costs of collection are enforceable as assessments and are hereinafter collectively referred to as "Assessments."

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policies and procedures concerning collection of delinquent Assessments:

1. Assessment due dates. The regular assessment shall be due and payable on the first day of each quarter. Special Assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. Regular Assessments shall be delinquent if not paid on or before the 11<sup>th</sup> day of the first month of each quarter. Special Assessments shall be delinquent if not paid on or before ten (10) days after the due date. Construction Penalties shall be delinquent if not paid on or before ten (10) days after the due date. Fines shall be delinquent if not paid on or before ten (10) days after the due date.

2. Late Payment Fees. When an installment payment of an Assessment becomes delinquent, the owner's account with the Association shall be charged with a late payment fee of \$25.00 each month the installment payment remains delinquent in whole or in part.

3. Late Interest Fees. Any assessment for common expenses or installment thereof that is 60 days or more 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 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.

4. Collection Costs. As provided by law and the Association's governing documents, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (1) the cost of preparing and mailing notices; (2) recording costs; (3) title company charges; (4) legal expenses; (5) management company fees; (6) fees charged by an assessment collection attorney and/or agency; and (7) a dishonored check fee if at any time the Association or its designated agent receives a check/ ACH dishonored by the bank for any reason, an administration charge of up to \$20.00 shall be imposed. The owner shall

be responsible for any other charges imposed by the bank or financial institution. The dishonored check fee shall be paid within ten (10) days after notice of dishonored check is sent to the owner. The Association may also seek damages in accordance with the Nevada Revised Statutes.

5.  Servicemember Verification . The Association will provide the unit owners a Military Status Verification Form attached as Exhibit "D" ("Verification Form") to allow the unit owners the opportunity to provide any information required to enable the Association to verify whether he or she is a member of the Military ("Servicemember"), or a dependent of a Servicemember entitled to the protections of State and Federal Servicemember Acts ("Servicemember Acts"). If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of the Servicemember Acts has been provided to the Association, the Association shall verify whether the person is entitled to the protections set forth in the Servicemember Acts. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of the Servicemember Acts has not been provided to the Association, the Association shall make a good faith effort to verify whether the person is entitled to the protections set forth in the Servicemember Acts. The Association shall act honestly and fairly when trying to verify whether a unit's owner or his or her successor in interest is entitled to the protections of Servicemember Acts, by (1) providing the unit's owner or his or her successor in interest the Military Status Verification Form; (2) making reasonable efforts to give the unit's owner or his or her successor in interest an opportunity to provide any information required to enable the Association to verify whether the person is entitled to the protections of Servicemember Acts; and (3) making reasonable efforts to utilize all resources available to the Association to verify whether the unit's owner or his or her successor in interest is a Servicemember. The Association shall use the search features provided on <https://scra.dmdc.osd.mil/scra/#/home>, if the information required is available to the Association, and/or [www.Servicememberscivilreliefact.com](http://www.Servicememberscivilreliefact.com). The amount of \$36.40 shall be assessed to the unit owner's account for the cost of the search. Such cost is the current actual cost charged to the Association, without mark-up and will change when/if the cost of the search feature changes. If a unit's owner or his or her successor in interest is a Servicemember, or a dependent of a Servicemember as defined by 50 U.S.C. § 3911 ("Dependent"), the Association shall not initiate the foreclosure of a lien by sale during any period that the Servicemember is on active duty or deployment for a period of one (1) year immediately following the end of such active duty or deployment, unless a court determines that the ability of the Servicemember or Dependent of the Servicemember to comply with the terms of the obligation secured by the Association's lien is not materially affected by the Servicemember's active duty or deployment. Upon application to the court, a Dependent of a Servicemember is entitled to the protections provided to a Servicemember if the ability of the Dependent to make payments required by a lien of the Association is materially affected by the Servicemember's active duty or deployment.

6. Nevada Civil Relief Act Verification. If a person is a federal, tribal or state worker or contractor or household member or landlord of these persons, he or she may be entitled to certain protections granted by the Nevada Civil Relief Act (“NCRA”). The Association will provide the unit owners a NCRA Verification Form attached as Exhibit “E” (“Verification Form”) to allow the unit owners the opportunity to provide any information required to enable the Association to verify whether he or she is entitled to the protections set forth in the NCRA. If a person is entitled to such protections, the Association shall not commence collection of any past due obligation during a shutdown and up to 90 days after the shutdown has ended in the absence of a court order to the contrary. A “shutdown” is a lapse in appropriation that continues through any unpaid payday for the federal, state or tribal worker employed by that federal or state agency or tribal government.

7. Transfer of Account to Collections. Not earlier than 60 days after the obligation becomes past due, the Association will mail 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 (“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 (“Notice”). The Association will refer the account to an assessment collection attorney or agency for further collection efforts if: within 30 days after providing the information set forth in §§ 6(a), 6(b), and 6(c), (1) the past due obligation has not been paid in full; (2) the unit owner does not contest the past due obligation at a hearing before the executive board under the procedures set forth in the notice; (3) the unit owner contests the past due obligation at a hearing before the executive board, but the executive board upholds the past due obligation; (4) the Repayment Plan is not executed by the unit owner within the timeframe set forth in the Notice; or (5) fails to make a payment under the Repayment Plan within 10 days after the due date of the payment, including any dishonored check fee.

8. Notice of Delinquent Assessment Lien. If: (1) payment for all sums that are then delinquent, including the delinquent Assessment, late charges, interest, dishonored check fees, and costs of collecting the past due obligation have not been made; (2) the Payment Plan is not executed by the unit owner as set forth above; or (3) the unit owner defaults on the terms of the Payment Plan, the assessment collection attorney or agency may record a Notice of Delinquent Assessment Lien in the County Recorder’s office (“Notice of Delinquent Assessment”) provided the Notice set forth above has been given to the unit’s owner and the legal requirements to send the Notice of Delinquent Assessment have been complied with, including the Servicemember Verification notification, and verification that the Servicemember, or Dependent is not entitled to the protections of the Servicemember Acts. PLEASE NOTE THAT THIS IS THE FIRST STEP IN THE FORECLOSURE OF THE PROPERTY. Thereafter, the assessment collection attorney or agency may proceed with the statutory foreclosure process, non-judicial foreclosure, supplemental notices, and/or any other actions the Board of Directors deems necessary which include foreclosure of its assessment lien by sale.

9. The Association will not foreclose on its assessment lien by sale if prohibited by law, or the Association has received notice pursuant to NRS 107.086 that the unit is subject to foreclosure mediation pursuant to that section unless: (1) the trustee of record of the deed of trust records the mediation certificate provided to the trustee pursuant to NRS 107.086(d)(1) or (2); or (2) the unit owner fails to pay any enforceable Assessments pursuant to subsection 1 of NRS 116.3116 that become due during the pendency of foreclosure mediation pursuant to NRS 107.086, other than past due obligations as described in NRS 107.086(10).

10. Statement of Demand. Not later than 10 calendar days after receipt of a written request from the unit's owner, the authorized agent of the unit's owner or the holder of a security interest on the unit for a statement of demand, the Association will furnish a statement of demand to the person who requested the statement setting forth the amount of the Assessments for common expenses and any unpaid obligation of any kind, including management fees, transfer fees, fines, penalties, interest, collection costs, foreclosure fees and attorney's fees currently due from the unit's owner ("Demand"). The Demand remains effective for the period set forth in the Demand which must not be less than 15 business days after the date of delivery by the Association. The Association may charge a fee as authorized by law to provide the Demand, which at the time of adoption of this policy is not more than \$165 to prepare and furnish the Demand, and an additional fee of not more than \$100 to furnish the Demand within 3 days after receipt of a written request for a statement of Demand. The amount of the fee may increase, on an annual basis to the extent allowed by NRS 116.4109, which at the time of adopting this policy allows the fee to increase by a percentage equal to the percentage of increase in the Consumer Price Index (All Items) published by the United States Department of Labor for the preceding calendar year, but must not increase by more than 3 percent each year.

11. Payment Plan Compliance. Failure of a unit owner to remain current on Assessments and obligations arising after the date of the Payment Plan, or failing to comply with the terms of the Payment Plan shall give the Board, the assessment collection attorney and/or its agent, the right to continue the collection process, including assessing Late Payment and Interest Fees, after providing a notice to the owner as provided for in the Payment Plan and proceeding to foreclose its lien pursuant to the Notice of Delinquent Assessment.

12. Reporting. The Board of Directors shall approve all write-offs of debt at Board Meetings. Additionally, the Community Manager shall provide timely updates and reports as necessary.

This revised policy was duly adopted by the Board of Directors at a noticed Board of Directors meeting on September 25, 2019.


Revised Collection Policy

September 2019

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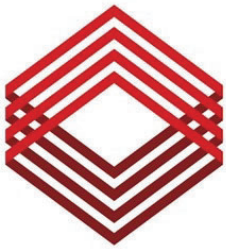
  
\_\_\_\_\_  
President, Board of Directors

9/30/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary, Board of Directors

9/30/19  
\_\_\_\_\_  
Date

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### Schedule of Fees

Demand or intent to lien letter .....	\$240
Notice of delinquent assessment lien .....	\$520
Intent to notice of default letter.....	\$145
Notice of default .....	\$640
Intent to notice of sale letter.....	\$145
Notice of sale .....	\$440
Intent to conduct foreclosure sale .....	\$40
Conduct foreclosure sale .....	\$200
Prepare and record transfer deed .....	\$200
Payment plan agreement – One-time set-up fee .....	\$50
Payment plan breach letter .....	\$40
Release of notice of delinquent assessment lien .....	\$50
Notice of rescission fee .....	\$50
Bankruptcy package preparation and monitoring .....	\$160
Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien, notice of default and notice of sale .....	\$3.20
Insufficient funds fee .....	\$30
Escrow payoff demand fee .....	\$240
Substitution of agent document fee.....	\$50
Postponement fee .....	\$120
Foreclosure fee .....	\$240

*Actual costs of collections pursuant to NAC 116.470*

Posting and publishing.....	Actual costs without increase or markup
Trustee’s sale guarantee .....	Actual costs without increase or markup
Recordings for notice of liens, notice of defaults and notice of HOA sale .....	Actual costs without increase or markup
Mailing costs .....	Actual without increase or markup
Reasonable attorney’s fees and actual costs .....	Actual without increase or markup

*Costs may not be all inclusive.*

United Assessment Recovery 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.



**FEE SCHEDULE INCLUDING  
ELECTRONIC DOCUMENT DELIVERY SERVICE**

Resale Disclosure Package; Certificate & Documents	\$164.80
<i>Expedite Fee (additional charge if required sooner than 3 business days)</i>	<i>\$100.00</i>
Statement of Demand	\$154.50
<i>Expedite Fee (additional charge if required sooner than 3 business days)</i>	<i>\$100.00</i>
Association (Lender) Questionnaire / PUD Forms	\$103.00
<i>Additional charge for preparing Custom Questionnaire</i>	<i>\$10.00</i>
Updated Statement of Demand	\$77.25
<i>Expedite Fee (additional charge if required sooner than 3 business days)</i>	<i>\$100.00</i>
Documents Only via electronic delivery	no charge

*All orders are processed within ten (10) calendar days of receipt. Expedite fees will apply to Resale Disclosure Package, Statement of Demand and updated Statement of Demand orders required sooner than three (3) business days.*

*Please note that Caughlin Ranch HOA (CRHA) cannot refund your fees once an order has been processed. Be sure to review your order carefully before placing it. Also, the fees cannot be refunded if a sale is cancelled.*

*By placing your order, you are verifying that you are the seller or seller's authorized agent who is authorized to order and retrieve any personal information on the seller's behalf; whether for resale disclosure or any other purpose.*

**Additional items available for purchase from the CRHA Business Office:**

1. CRHA approved FOR SALE and FOR RENT signs *at cost \**
2. Entry/exit remote gate fobs *at cost \**

***\*Prices are determined by adding applicable taxes and pro-rated freight to the actual cost.***

**All sales are final and include sales tax and shipping; prices may vary due to shipping costs. CRHA is not responsible for repairing or replacing gate fobs. CRHA does not sell batteries.**

*Revised: September 26, 2022*

**1070 Caughlin Crossing  
Reno, NV 89519**



## EXHIBIT "B"

### REPAYMENT PLAN AND FORBEARANCE AGREEMENT CAUGHLIN RANCH HOMEOWNERS ASSOCIATION

THIS REPAYMENT PLAN AND FORBEARANCE AGREEMENT (the "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between: (i) Caughlin Ranch Homeowners Association (the "Association"); and (ii) \_\_\_\_\_ and \_\_\_\_\_ ("Owner") the owners of the residential property located within the Association at \_\_\_\_\_, Reno, NV 895\_\_ ("Unit"). Owner and the Association are collectively referred to as the "Parties."

Pursuant to NRS 116.31162, NRS 116.31151, and the Association's Delinquent Assessment Collection Policy ("Policy"), the Association may not mail a notice of delinquent assessments or take any action to collect a past due obligation from a unit owner until the Association mails the unit owner, a schedule of fees, a Notice of Right to Contest the past due obligation, and a proposed repayment plan. On September 25, 2019, the Association's Board of Directors adopted this Revised Agreement as the proposed repayment plan to be offered to unit owners who have a past due obligation to the Association.

#### I. RECITALS

- A. The Unit is located within the Association and is subject to the Declaration of Covenants Conditions and Restrictions ("CC&R's") and all amendments and supplements thereto, as well as the rules and regulations adopted by the Association, including without limitation its Delinquent Assessment Collection Policy ("Rules and Regulations") and under applicable Nevada law (collectively referred to as the "Governing Documents")
- B. The Owner is obligated to pay assessments, construction penalties, fines, fees, collection costs and other charges levied pursuant to the Governing Documents and the Association's Board of Directors has the authority and obligation to collect such sums from Owner.
- C. As of the Effective Date of this Agreement, Owner has past due obligations to the Association in the amount of \_\_\_\_\_, inclusive of which includes all past due assessments, special assessments, late fees, interest, construction penalties, fines, fees, collection costs, as well as any other costs and fees now owed ("Past Due Obligation"). The Owner's failure to pay the Past Due Obligation is referred to herein as the "Existing Default."
- D. The Association has offered the repayment plan on the terms and conditions set forth in this Agreement. Owner may accept this Agreement by executing the same and delivering this Agreement to the Association by personal delivery, or certified or registered mail, return receipt requested, at 1070 Caughlin Crossing, Reno, NV 89519 within thirty (30) days of the Effective Date.
- E. By executing this Agreement, Owner requests that Association temporarily forbear from exercising its rights and remedies under the Governing Documents, and Association has agreed to temporarily forbear such rights, subject to the terms and conditions contained herein and without waiving any right to the Past Due Obligation.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the Parties agree as follows:

## II. AGREEMENT

1. **Acknowledgement of Recitals.** The Parties acknowledge that the Recitals herein are true and correct statements of fact.

2. **Existing Defaults.** Owner acknowledges and agrees that: (a) Owner has defaulted on the obligations and terms of the Governing Documents; (b) the Past Due Obligation set forth above is owed by Owner to Association under the Governing Documents without any defense, right of setoff or counterclaim, and (c) the Association has the immediate right to exercise all rights and remedies provided under the Governing Documents including, without limitation, foreclosure of the Unit to satisfy the Past Due Obligation.

3. **Forbearance.** Subject to the terms and conditions of this Agreement, Association agrees to temporarily forbear from exercising its foreclosure and related remedies under the Governing Documents; provided, however, that such agreement to temporarily forbear by Association shall immediately terminate on the earlier of (i) a termination of this Agreement by Association in accordance with the terms hereof; or (ii) the occurrence of an Event of Default (as defined below). The period of time from the date of this Agreement until the termination of Association's forbearance as provided in the previous sentence is referred to herein as the "Forbearance Period." If this Agreement is terminated by reason of item (i) or (ii), above, then Association may exercise all of its rights on account of all Existing Defaults, as well as any additional Events of Default, including, without limitation, proceeding to a foreclosure sale of the Unit to satisfy the Past Due Obligation.

4. **Conditions Precedent.** Association's agreement to temporarily forbear from exercising its rights and remedies under the Governing Documents shall be effective when: (1) Association shall have received the fully executed original hereof by all owners of record of the Unit, which must be received by the Association within thirty (30) days of the Effective Date; and, (2) Association's receipt of the first payment required herein.

5. **Payment of Past Due Obligation.** The Past Due Obligation must be paid in full within 6 months, provided that the General Manager has the authority to extend the repayment period to no more than 12 months if extraordinary circumstances exist. Only the Board, or a committee authorized by the Board, has the authority to extend the repayment period in excess of 12 months, upon a finding that extraordinary circumstances exist which justify such an extension. Owner agrees to pay the entire Past Due Obligation within \_\_\_ months of the Association's mailing of this Agreement, by making \_\_\_ (\_\_\_) equal monthly installments in the amount of \_\_\_\_\_ ("Monthly Installment"). The initial Monthly Installment must be made at the time this Agreement is provided to the Association. Thereafter, the Monthly Installments are due on the 1<sup>st</sup> day of each month thereafter and are late if not paid by the 11<sup>th</sup> day of the month. All payments will be delivered to the Association at 1070 Caughlin Crossing, Reno, NV 89519. Owner understands and acknowledges that payment of the Past Due Obligation is in addition to

Owner's responsibility to stay current on all obligations owed to the Association, including, without limitation, all assessments, fines, penalties and interest accrued after the Effective Date of this Agreement. If at any time the Association or its designated agent receives a check/ACH dishonored by the bank for any reason, an administration charge of up to \$20.00 shall be imposed. The Owner shall be responsible for any other charges imposed by the bank or financial institution. The dishonored check fee shall be paid within ten (10) days after notice of dishonored check is sent to the Owner.

6. **Events of Default.** The occurrence of one or more of the following shall constitute an "Event of Default" within the meaning of this Agreement:

- a. Owner shall fail to abide by or observe any term, condition or covenant of this Agreement, including, without limitation, Owner fails to pay the initial Monthly Installment or any subsequent Monthly Installment by the 11<sup>th</sup> day of the month in which it is due.
- b. Owner fails to stay current on any obligation due to the Association which are enforceable as assessments pursuant to NRS 116.3116(1) other than the Past Due Obligation.
- c. Owner sells, conveys, or transfers ownership in the Unit in which case the entire Past Due Amount shall be paid to Association, along with the required transfer fee prior to such sale, conveyance or transfer.
- d. Any Owner becomes insolvent or makes an assignment for the benefit of creditors; or a custodian, trustee or receiver is appointed for any Owner or the Unit.
- e. Any other creditor of any Owner commences foreclosure proceedings against the Unit or otherwise exercises any of its rights or remedies as a result of a default by such Owner, or a judgment is entered in favor of any Owner; or
- f. There shall exist or occur any event or condition which Association in good faith believes impairs, or is substantially likely to impair, the prospect of payment.

Upon the occurrence of any Event of Default or at any time thereafter, Association may declare all amounts owed under this Agreement or the Governing Documents due and payable in full and terminate this Agreement and Association shall be entitled to the immediate exercise of all its rights and remedies available to it under all of the Governing Documents and applicable law.

7. **Costs, Expenses and Attorneys' Fees.** Owner shall pay to Association the full amount of all payments, advances, charges, costs and expenses, including attorneys' fees (including outside counsel fees and all allocated costs of Association's in-house counsel), expended or incurred by Association in connection with Past Due Obligation and any Event of Default set forth in this Agreement. Without in any way limiting the foregoing, Owner hereby reaffirms its agreement under the applicable Governing Documents to pay or reimburse Association on demand for certain costs and expenses incurred by Association, as allowed by the Governing Documents.

8. **No Waiver.** The execution of this Agreement and acceptance of any payment related hereto shall not be deemed to be a waiver of any Event of Default, including the Existing Defaults. Owner acknowledges that Association is not waiving the Existing Defaults but is simply agreeing to forbear from exercising its rights with respect to the Existing Defaults to the

extent expressly set forth in this Agreement. Owner acknowledges that Association has made no representations as to what actions, if any, Association will take after the Forbearance Period, and Association must and does hereby specifically reserve any and all rights and remedies it has with respect to the Existing Defaults and each other default or Event of Default that may occur.

9. **Release.** In consideration of the Association's agreements and forbearance from action as provided herein, Owner hereby releases, the Association, its officers, directors and agents, from any and all claims, demands, rights and causes of action of any kind, related to the Past Due Obligations.

10. **Legal Counsel.** Association has provided Owner thirty days to review this Agreement with its counsel of choice and recommends that Owner consult with its counsel of choice before executing this Agreement as it contains important provisions which may affect rights Owner has under Nevada law. Owner hereby warrant and represent to Association that they consulted with and received advice from legal counsel of their choice with respect to this Agreement or they have had an opportunity to consult with legal counsel of their choice and have made the decision not to consult with legal counsel.

11. **Cumulative Rights.** Each right, power or remedy herein conferred upon Association in the Governing Documents is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Association at law or in equity. No delay or omission by Association in the exercise of any right, power or remedy shall impair any such right, power or remedy or the right of any such party to resort thereto at a later date. Nor shall any such delay or omission be construed to be waiver of any default.

12. **Severability of Provisions.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such portion without invalidating the remaining provisions of this Agreement.

13. **No Third-Party Reliance.** No third party shall be entitled to rely upon this Agreement or to have any of the rights or benefits hereunder.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

**THE SIGNATURES BELOW ACKNOWLEDGE THAT EACH PARTY HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THOSE SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE.**

**EACH SIGNATURE BELOW ALSO ACKNOWLEDGES THAT HE/SHE HAS SIGNED THIS AGREEMENT AS HIS/HER/ITS OWN FREE AND VOLUNTARY ACT, THAT EACH PARTY ACKNOWLEDGES THAT THIS IS AN IMPORTANT AND BINDING LEGAL CONTRACT WHICH EFFECT EACH PARTIES RIGHTS UNDER NEVADA LAW.**

\_\_\_\_\_

Owner

\_\_\_\_\_

Owner

\_\_\_\_\_

Caughlin Ranch Homeowners  
Association  
By: Its General Manager

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## Exhibit "C"

### **NOTICE OF RIGHT TO CONTEST PAST DUE OBLIGATION CAUGHLIN RANCH HOMEOWNERS ASSOCIATION**

Pursuant to Caughlin Ranch Homeowners Association's ("Association") Revised Delinquent Assessment Collection Policy ("Policy") and the requirements of SB280, the Association Board of Directors hereby adopts the following notice of the right to contest past due obligations at a hearing before the executive board and the procedures for requesting such a hearing.

1. Pursuant to NRS 116.31162 as amended by SB280 and SB306, a unit owner in the Association has a right to contest a past due obligation at a hearing before the Association's executive board.
2. To exercise the right to contest a past due obligation at a hearing before the Association's executive board, the unit owner must hand deliver, certified or registered mail, return receipt requested, the attached "Contest of Past Due Obligation" form to the Association at 1070 Caughlin Crossing, Reno, NV, 89519.
3. The Contest of Past Due Obligation must be received by the Association within thirty (30) days of the date the Association mails its notice of past due obligations, along with a schedule of the fees that may be charged if the unit owner fails to pay the past due obligation and a proposed repayment plan.
4. The Association's Board of Directors will consider the Contest of Past Due Obligation in the executive session at its next regularly scheduled meeting provided the Contest of Past Due Obligations is received at the Association's office at least 10 days before the next regularly scheduled meeting. Contest of Past Due Obligations received within 10 days of the next regularly scheduled meeting will not be heard until the next subsequent regularly scheduled meeting. Normally scheduled meetings are listed on the Association's website at [www.caughlinhoa.com](http://www.caughlinhoa.com).
5. The unit owner contesting the past due obligation will have a reasonable opportunity to contest the past due obligation and address the Association's Board of Directors, or a committee appointed by the Association's Board of Directors. This will occur in an executive session unless the unit owner requests in writing that an open hearing be conducted by the executive board in its normal open meeting.
6. The unit owner will be entitled to attend the portions of the executive session or open meeting related to the past due obligation but is not entitled to attend the deliberations of the Board of Directors.
7. If the unit owner requests in writing that an open hearing be conducted, the unit owner is entitled to present its contest with counsel, and to present evidence and testimony of witnesses, is entitled to due process, as set forth in the standards adopted by regulation by the Commission on Common Interest Communities.

**CONTEST OF PAST DUE OBLIGATION  
CAUGHLIN RANCH HOMEOWNERS ASSOCIATION**

1. Unit Address relating to past due obligation: \_\_\_\_\_

2. Name of Unit Owner(s): \_\_\_\_\_

3. Past Due Obligation being Contested: \_\_\_\_\_  
\_\_\_\_\_

4. Date of Notice of Past Due Obligation from the Association: \_\_\_\_\_

(This form must be received by delivered to the Association by hand deliver, certified or registered mail, return receipt requested, to 1070 Caughlin Crossing, Reno, NV, 89519 within 30 days of the Notice of Past Due Obligation).

5. Type of Past Due Obligation:

- Regular Assessment
- Special Assessment
- Fine
- Construction Penalty
- Interest
- Collection Costs and/  
or Attorney's fees
- Other

6. Amount of past due obligation being contested: \_\_\_\_\_

7. Basis for past due obligation being contested: (attach additional sheet(s) if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Do you request to address the Association's Board of Directors or Committee appointed by the Association's Board of Directors when they consider this Contest?

No

Yes

If Yes, would you like the matter discussed and considered in an executive session or an open meeting.

Executive Session

Open Meeting

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_



**MILITARY STATUS VERIFICATION FORM**

**ATTENTION UNIT OWNER (OR UNIT'S OWNER SUCCESSOR IN INTEREST):**

Pursuant to Nevada Senate Bill 33 (SB 33), **if you are a servicemember or a dependent of a servicemember**, you may be entitled to certain protections pursuant to SB 33 regarding the foreclosure of a lien for unpaid assessments. This Form is being provided to afford you an opportunity to provide any information required to enable the Association to verify whether you are entitled to the protections of SB 33.

Please take a moment to review and complete this form if you are a servicemember or a dependent of a servicemember. Please return this form to the Association at the address listed above, **along with your Military ID Number or any other information you wish to provide to verify whether you are entitled to the protections of SB 33. If we are unable to verify, you may be required to present the original Common Access Card or Uniformed Services ID Card to our office. DO NOT MAKE A COPY.**

The Association is required to verify whether a unit owner is a servicemember or dependent entitled to protections under SB 33 and must make reasonable efforts to utilize all resources available, including conducting an online search which is an actual cost to the Association. **If you are NOT a servicemember or dependent of a servicemember and do not wish to be assessed a charge for the Association to conduct a mandatory search before proceeding with the collection process, please mark below indicating you are neither a servicemember nor a dependent.**

PLEASE PRINT:

CHECK ONE THAT APPLIES: SERVICEMEMBER \_\_\_\_\_ DEPENDENT \* \_\_\_\_\_ NEITHER \_\_\_\_\_

FULL NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ UNIT ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ BRANCH OF MILITARY \_\_\_\_\_

MILITARY ID NUMBER \_\_\_\_\_ DATE ENTERED INTO SERVICE \_\_\_\_\_

DATE SERVICE ENDED (If applicable) \_\_\_\_\_

DATE OF DEPLOYMENT (If applicable) \_\_\_\_\_ DATE RETIRED (If applicable) \_\_\_\_\_

I certify under penalty of perjury that the information provided herein is accurate and truthful.

\_\_\_\_\_  
Unit's Owner Signature Date

\* If you are a dependent of a servicemember, you may be entitled to the protections of SB 33 upon application to a court of competent jurisdiction if your ability to make payments required by the Association's lien for assessments is materially affected by the servicemember's active duty or deployment. If you are seeking the protections of SB 33, please provide the required court determination.

----- (For Association Use Only, Do Not Write Below This Line) -----

VERIFICATION:

\_\_\_\_ Servicemember Active Duty or Deployment  
\_\_\_\_ Dependent  
\_\_\_\_ Court determination of ability to make payments

\_\_\_\_\_  
Association Representative Date

Exhibit "E"

**CAUGHLIN RANCH HOMEOWNERS ASSOCIATION**  
**NEVADA CIVIL RELIEF ACT:**  
**Federal, State and Tribal Workers/Contractors and Landlords ("NCRA")**

Lot Owner's Name: \_\_\_\_\_

Lot Address: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Employee's Name: \_\_\_\_\_

Employee's Employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Employer's Phone Number: \_\_\_\_\_

I am eligible for protection under the NCRA because I am (check one):

\_\_\_\_\_ A federal worker/contractor

\_\_\_\_\_ A state worker/contractor

\_\_\_\_\_ A tribal worker/contractor

\_\_\_\_\_ A household member of one of the above

\_\_\_\_\_ A landlord of a federal, state or tribal worker or contractor

I agree to provide additional information to the Association upon its request to verify employment or eligibility for the protections afforded under the NCRA. I further agree that the Association may use this information to verify my eligibility. When I am no longer eligible for these protections, I agree to notify the Association within 15 days of my change in status.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_