

TO: Cedar Highlands HOA Board of Directors  
FROM: Stan Carrizosa  
DATE: 02/08/2024  
RE: Annual Dues Collection- Declaration of Intent to Achieve 100%

**BACKGROUND**

Each January marks the start of the HOA Calendar year and is the start of the annual dues collection period.

Once the 30-day advanced notice is given regarding payment of the annual dues, invoices are sent out and all dues are due and payable in full within 30 days from their mailing.

In light of the current budget deficit and importance of all dues being paid on time, the Board is making a special effort to receive all member dues within the 30-day grace period. Our campaign is entitled: **“Declaration of Intent to Achieve 100%.”**

The goal is to be proactive and increase communications to all members prior to and during the 30-day grace period. The plan begins with a series of scheduled reminders to be sent out via mass text:

1. Invoices are coming, be on the lookout, new annual amount is \$840.
2. You have 30 days left to pay your dues.
3. You have 15 days left to pay your dues.
4. You have five days left to pay your dues.

The plan also includes a calling tree of volunteers. They will be calling all members throughout the 30-day grace period informing them of our goal to collect 100% of all dues in the first 30 days and encouraging them to help us achieve this goal!

Once that 30-day grace period expires the HOA is bound by our CCRs/Bylaws to begin steps to enforce collection of any unpaid dues. Those steps are laid out in the following paragraphs.

The CH HOA Bylaws require that the association take action as stated in the following CH Bylaw:

**ARTICLE III**

Membership Assessments and Lien Rights

Section 1. **MEMBERSHIP ASSESSMENTS.** Basic Assessments, Special Assessments and Personal Charges as provided for in the Declaration, together with all other assessments of the Members provided for in the Declaration, shall be paid by the Members at the time, in the manner and subject to the conditions and limitations set forth in the Declaration; **and the Board shall fix, levy, collect and**

enforce such assessments at the time, in the manner and subject to the limitations set forth in the Declaration.

Section 2. **ENFORCEMENT, LIEN RIGHTS.** For the purpose of enforcing and collecting assessments, this Association shall have the lien rights set forth in the Declaration, which lien rights shall be enforceable by the Board in the manner set forth in the Declaration. The Board shall also have and be entitled to exercise all other rights and remedies set forth in the Declaration or otherwise provided for at law or in equity.

The CH HOA must further comply with the directives issued in the CH HOA CCRs as cited below:

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) special maintenance assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be a charge on the land, superior to any Declaration of Homestead, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Effect of Nonpayment of Assessments: Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen per cent (15%) per annum. Suit to recover a money judgment for unpaid assessments may be maintained against the owner personally obligated to pay the same without foreclosing or waiving the lien securing said assessment. The Association may enforce the lien in accordance with the provisions of Utah law applicable to exercise the power of sale and Deeds of Trust, or by civil suit or any other manner permitted by law. The Association through duly authorized agents shall have the power to bid on the Lot at any such sale and to hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his Lot. If any suit or action is brought to collect any such charge, then there shall be added to the amount

thereof costs of suit and reasonable attorney's fees to be fixed by the court and included in any Judgment in any such suit or action.

In accordance with these requirements the association will establish a list of members delinquent on payment of their annual dues and take the required actions to collect said dues in accordance with CH HOA CCRs/Bylaws.

Any members still delinquent after the 30-day grace period to pay their dues will be given proper notice and listed on the HOA Board agenda for the next regularly scheduled meeting following the final due date. **The Board must take action to place a lien on the members property, accrue interest on the unpaid balance of 15% and include any reasonable legal fees incurred by the association for applying said lien.** These names and a list of unpaid dues members will continue to be published and reviewed publicly at each board meeting until all dues are paid.