Annual Budget 2023 Budget

November 28, 2022 Dear Homeowner:

Enclosed is your copy of the 2023 Budget and a Summary of the latest Reserve Study for **Northern Terrace Homeowners Association.** A Budget Ratification Meeting is scheduled for **December 20, 2022**, at 11am. The meeting will be held at **The Clubhouse, 7610 Silver Run Peak Dr., Las Vegas, NV 89166.** In accordance with Nevada law, NRS116.31151 (3), "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present."

There will be no increase in the monthly Assessment of \$104.60. The Operating Budget contains estimates for the day-to-day operation of the Association.

ANDOVER/EMERY (GATED AREA ONLY)

There will be no increase in the monthly Assessment of \$131.60. The Operating Budget contains estimates for the day-to-day operation of the Association. The anticipated Reserve amount is \$245,756.51 as of January 1, 2023. The Reserve expenditures for 2023 are expected to be \$9,422.79 per the Reserve Study. The amount of cash reserves that are required per the Reserve Study at the end of 2023 is \$281,678.12. The Association is funding the Reserve account \$33,000.00 in 2023. The anticipated Reserve monies as of December 31, 2023, is expected to be \$281,678.12.

The anticipated Reserve amount is \$1,476,007.75 as of January 1,2023. The Reserve expenditures for 2023 are expected to be \$177,659 per the Reserve Study. The amount of cash reserves that are required per the Reserve Study at the end of 2023 is \$2,005,785.00. The association is funding the reserve account \$168,000.00 in 2023. The anticipated Reserve monies as of December 31, 2023, is expected to be \$1,649,450.73.

Better Reserve Specialist (an independent reserve study company) prepared the Reserve Study. The study is produced by using the "Base Line" **** funding method.

Per NRS116 attached is a copy of the Association's Collection Policy, Investment Policy, and Penalty Policy with Fine Schedule. Homeowners who become more than 60 days delinquent on any past due obligation to the Association will be subject to a \$75.00 Pre-collection Processing Fee.

Per NRS116 the Community Manager shall provide notice to each unit's owner that the board is aware of all legal requirements pursuant to the applicable laws and regulations. To comply with such attached is a copy of the Executive Board Awareness form.

AT THE DIRECTION OF THE BOARD OF DIRECTORS

Sincerely,

Community Association Manager

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Clubhouse

http://primenv.vmsclientonline.com

7610 Silver Run Peak | Las Vegas, NV | 89166

phone: 702.395.9300 fax: 702.243.0250

BUDGET RATIFICATION MEETING

December 20, 2022 11:00 AM Northern Terrace Clubhouse 7610 Silver Run Peak Las Vegas, Nevada 89166

AGENDA

- I. Call to Order / Introductions
- II. HOMEOWNER OPEN FORUM

In accordance with NRS116.3108.4 (c) this portion of the meeting is devoted to unit owner's comments and discussion.

III. 2023 BUDGET RATIFICATION

In accordance with Nevada law, NRS 116.31151 (3), "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present."

IV. ADJOURNMENT

In accordance with NRS116.31083 the above agenda shall serve as notice of the Board of Directors meeting for the Northern Terrace Homeowners Association. Each meeting of the executive board shall be audio recorded, unless the executive board is meeting in executive session. Unit owners have the right to obtain a copy of the audio recording. Unit owners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the unit owner, or in paper format at a cost of \$.25 per page for the first ten pages, and \$.10 per page thereafter. A period at the beginning and the end of each meeting is devoted to comments by unit owners and discussion of those comments by unit owners and discussion

phone: 702-395-9300

Northern Terrace Homeowners Association 2023 Budget

Total Units

Monthly Assessment per Unit:

INCREASE of \$0.00 a month

920 104.60

MONTHLY

ANNUAL

OPERAT	ING REVENUE	PER UNIT	AMOUNT	PE	R UNIT	AMOUNT
	Assessments	104.60	96,232.00		1,255.20	1,154,784.00
Total Re		\$ 104.60	\$ 96,232.00	\$	1,255.20	\$ 1,154,784.00
		-	7 70,101.00	-	1,200120	4 1,10 1,10 1100
OPERAT	ING EXPENSES					
6340	Janitorial Services	5.64	5,192.00		67.72	58,304.00
6341	Janitorial Supplies	0.49	450.00		5.87	5,400.00
	Gate Maintenance	0.27	250.00		3.26	3,000.00
6331	R/M Pedestrian Gates	0.27	250.00		3.26	3,000.00
	Gate Repairs	0.16	150.00		1.96	1,800.00
	R/M Street Cleaning	1.20	1,100.00		14.35	13,200.00
	Pool / Spa Contract	3.08	2,835.00		36.98	34,020.00
	Pool / Spa Repairs & Maint.	1.90	1,750.00		22.83	21,000.00
	R/M Animal Waste Pickup	0.65	600.00		7.83	7,200.00
	R/M Pest Control	0.08	70.00		0.91	840.00
	R/M Plumbing	0.22	200.00		2.61	2,400.00
	R/M Clubhouse	0.27	250.00		3.26	3,000.00
	R/M Building	0.54	500.00		6.52	6,000.00
	R/M Fitness Equipment	0.19	175.00		2.28	2,100.00
	R/M Preventive Maintenance Boilers	0.19	166.16		2.28	1,993.92
	Electricity	2.56	2,357.00		30.74	
	Water	7.61				28,284.00
	Sewer	0.54	7,000.00		91.30	84,000.00
6420		0.65	500.00		6.52	6,000.00
	Telephone		600.00		7.83	7,200.00
	Cable/Internet Service	0.27	250.00	_	3.26	3,200.00
	Trash Service	0.90	825.00		10.76	9,900.00
	Lighting Supply	0.29	263.00		3.43	3,156.00
	Landscape - Contract	0.76	700.00		9.13	8,400.00
		8.48	7,800.00		101.74	93,600.00
	Landscape - Tree Trim	2.72	2,500.00		32.61	30,000.00
	Landscape - Flower & Plant Replacement	0.73	667.00		8.70	8,000.00
	Landscape - Irrigation	0.43	400.00		5.22	4,800.00
	Payroll - Clubhouse Employees	27.14	24,973.00		325.73	299,676.00
	Payroll - Burden	5.70	5,245.00		68.41	62,940.00
	Payroll - Administrative	2.99	2,750.00		35.87	33,000.00
	Payroll - Benefits	1.72	1,580.00		20.61	18,960.00
	Fire Safety & Spinklers	0.12	109.00		1.42	1,308.00
	Fire Alarm Inspection	0.05	50.00		0.65	600.00
	Alarm Contract/Security System	0.15	134.00		1.75	1,608.00
	Secretary of State	0.01	5.00		0.07	60.00
	Management Fees	5.71	5,250.00		68.48	63,000.00
	Office Supplies	0.08	70.00		0.91	840.00
	Community Events	0.11	100.00		1.30	1,018.08
	Holiday Decorations	0.27	250.00		3.26	3,000.00
	Fire Permits/Fees	0.22	200.00		2.61	2,400.00
	Bank Charges	0.04	40.00		0.52	480.00
	Audit & Tax Service	0.22	200.00		2.61	2,400.00
	Legal Fees	2.34	2,150.00		28.04	22,800.00
6290	Miscellaneous Expenses	0.23	213.00		2.78	2,556.00

Excess of I	Revenue or (Expense):	\$ 3	\$ •	\$	\$ £ 4 .
-	enses & Reserve Transfer:	\$ 105.23	\$ 96,814.16	\$ 1,262.79	\$ 1,154,784.00
Reserve Fu	und Contribution Transfer:				
Total Oper	rating Expenses:	\$ 105.23	\$ 96,814.16	\$ 1,262.79	\$ 1,154,784.00
8100 R	Reserve Transfer	15.22	14,000.00	182.61	168,000.00
6188 Ir	ns - Workmens Comp	0.05	50.00	0.65	600.00
6187 Ir	ns-Directors & Officers	0.41	375.00	4.89	4,500.00
6186 Ir	ns-Crime	0.08	70.00	0.91	840.00
6185 Ir	ns - Liability & Pro	1.09	1,000.00	13.04	12,000.00
6286 T	'axes-Federal Income	0.05	50.00	0.65	600.00
6291 D	Depreciation Expense	0.16	150.00	1.96	1,800.00

ABC Homeowners Association

2023 Reserve Budget

	Monthly	Annual
Anticipated Reserve Balance, Beginning of Year:		\$ 1,476,007.75
Anticipated Reserve Contribution:	\$ 14,000.00	168,000.00
Anticipated Reserve Interest:	\$ 350.00	2,952.00
Total Funds Available:		\$ 1,646,959.75
Anticipated Reserve Expenditures for 2023:		
Reserve Expenses:		
Reserve Expenses:		158,623.42
Total Expenditures:		\$ 158,623.42
Anticipated Reserve Account Balance as of December 31, 2023:		\$ 1,649,450.73
Fully Funded Balance per Reserve Study:		\$ 2,107,205.23
Projected Percent Funded in Reserves at End of 2023:		78%

Adopted Date: 11/01/2022

Board Signature: _____

Prime Community Management

Fee Schedule

Returned Payment Processing Fee	\$20.00
Payment plan monitoring fee	\$25.00
Homeowner review at management offices	\$10.00 per hour
Pre-Collection letter Fee	\$50.00
Intent to Lien Fee	\$75.00
Administrative Fee for Collections	\$200.00
Lien Recording Fee	\$325.00 (charged by 3 rd party collection company)
Re-Record Lien (after 3-years)	\$325.00 (charged by 3 rd party collection company
Lien Release	\$30.00 (applied by collection company)

2023 Budget Andover/Emery

Total Units
Monthly Assessment per Unit:

INCREASE of \$0.00 a month

211 27.00

MONTHLY

ANNUAL

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	ING REVENUE	PER UNIT		AMOUNT	1	PER UNIT		AMOUNT
	Assessments	27.00		5,697.00		324.00		68,364.00
Total Re	venue:	\$ 27.00	\$	5,697.00	\$	324.00	\$	68,364.00
OPERAT	ING EXPENSES							
	Landscape Contract Andover & Emery	3.67		775.00	_	44.08	-	0.200.00
	Gate Maintenance-Andover & Emery	0.83					-	9,300.00
	Electricity-Common Area Andover & Emery			175.00	-	9.95	_	2,100.00
	Water-Andover & Emery	2.13		450.00		25.59	_	5,400.00
		7.33		1,547.00		87.98		18,564.00
0332	Reserve Transfer Andover & Emery	13.03		2,750.00		156.40		33,000.00
	erating Expenses:	\$ 27.00	\$	5,697.00	\$	324.00	\$	68,364.00
	Fund Contribution Transfer:							
	enses & Reserve Transfer:	\$ 27.00	\$	5,697.00	\$	324.00	\$	68,364.00
Excess of	Revenue or (Expense):	\$ -	\$		\$	¥	\$	

As required by NRS 116.31152, the Board of Directors shall annually review the association's reserve study and incorporate its findings in the investment decision-making process.

To remain in compliance with NRS 116.31153 subsection 1, funds can only be withdrawn from the reserve accounts with the signatures of two members of the Board of Directors. At no time can the community manager be a signer on the reserve account.

According to NRS 116.31153 subsection 2, funds in the operating account may not be withdrawn, except as otherwise provided in subsection 3 of NRS 116.31153, without the signatures of at least two members of the Board of Directors, or one member of the Board of Directors and the community manager.

This resolution is adopted in resolution format at the October 29, 2009 Board of Directors

meeting.

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ATTESTED:

Secretary

Utilities and Asbestos

Future Utility Line Major Repairs and Replacement such as Water Lines, Sewer Lines and Electrical Upgrades should be included in the Study. Expert evaluation of all Utilities is strongly recommended to ensure the accurate Repair or Replacement Costs and well as the Estimated Remaining Useful Life of each Component. If there is Asbestos present in the property, the Asbestos Abatement Costs and Time Frames should be included in the Study. Because a Reserve Study is not a Structural or Home Inspection, the Reserve Specialist may not be aware of Utility Line Issues or Asbestos. The Board of Directors and the Community Manager must inform the Specialist of any issues that may be present.

Reserve Study Specialist Experience and Qualifications

Mari Jo Betterley, RSS 0000025

- *Over 2500 Reserve Studies and Reserve Study Updates completed worldwide.
- *Reserve Study Specialist 2004-Present
- *Graduate- University of Nevada Reno- 1983
- *Attendance 800+ Homeowner Association Executive Board Meetings and HOA Meetings
- *State of Nevada Instructor Continuing Education Classes:
- "Reserve Studies Working With the Experts in the Field -Pavement Engineer" CE.0166500-CAM " "Manager's Role/ How to Read and Interpret a Reserve Study"- CE.0166000-CAM
- "Reserve Studies- Meet the Experts- Painting and Surface Treatment"- C.E.0166600-CAM
- "Reserve Studies From Start to Finish- Fundamentals" CE.0166400-CAM

Conflict of Interest

There is no relationship with this Association that could result in actual or perceived conflicts of interest. The Reserve Study Specialist does not expect to receive any direct or indirect compensation or profits from any person who will perform services for the client.

There is no affiliation with, or financial interest in the association for which the reserve study specialist will prepare the reserve study; and The Reserve Study Specialist does not have a personal relationship with any unit's owner, member of the executive board of the association for which the reserve study specialist will prepare the reserve study.

Sources Relied Upon in Determining the Component Estimated Useful Life, Remaining Useful Life and today's cost

Better Reserve Consultants uses "real costs and numbers" whenever possible. We rely on the Management Company and the Board of Directors to provide actual bids, invoices and estimates for the Component Measurements, Replacement Costs and Estimated time frames.

If the Management Company does not have the "history" of the component information, we may ask a third party Contractor to evaluate and measure the property.

Any consultants and other persons with expertise used to assist in the preparation of the reserve study names have been included in this Study.

^{*}Community Association Institute Business Partner

Recommended Reserve Contribution

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Year Funded	Beginning of Year Balance	Annual Transfer	Annual Member Transfer Monthly Pmt	Annual Expenditures	Interest Earned	Income Tax	End of Year Balance	% Funded	Fully Funded (100%) Balance
2018	\$1,155,928.47	\$300,000.00	\$27.17	\$245,300.00	\$2,312.00	\$693.60	\$1.212.246.87	74.66	\$1,623,584,58
2019	\$1,212,246.87	\$300,000.00	\$27.17	\$252,355.00	\$2,424.00	\$727.20	\$1,261,588.67	75.06	\$1.680,777,77
2020	\$1,261,588.67	\$300,000.00	\$27.17	\$43,259.52	\$2,523.00	\$756.90	\$1,520,095.25	78.12	\$1,945,761.97
2021	\$1,520,095.25	\$300,000.00	\$27.17	\$390,372.84	\$3,040.00	\$912.00	\$1,431,850.41	76.05	\$1,882,820.32
2022	\$1,431,850.41	\$330,000.00	\$29.89	\$287,847.46	\$2,864.00	\$859.20	\$1,476,007.75	76.52	\$1,928,864.82
2023	\$1,476,007.75	\$330,000.00	\$29.89	\$158,623.42	\$2,952.00	\$885.60	\$1,649,450.73	78.28	\$2,107,205.23
2024	\$1,649,450.73	\$330,000.00	\$29.89	\$48,475.19	\$3,299.00	\$989.70	\$1,933,284.84	80.67	\$2,396,656.23
2025	\$1,933,284.84	\$360,000.00	\$32.61	\$112,984.58	\$3,867.00	\$1,160.10	\$2,183,007.16	83.08	\$2,627,533.08
2026	\$2,183,007.16	\$360,000.00	\$32.61	\$407,251.09	\$4,366.00	\$1,309.80	\$2,138,812.27	82.84	\$2,581,730.01
2027	\$2,138,812.27	\$360,000.00	\$32.61	\$354,584.15	\$4,278.00	\$1,283.40	\$2,147,222.72	82.69	\$2,596,650.99
2028	\$2,147,222.72	\$380,000.00	\$34.42	\$460,324.79	\$4,294.00	\$1,288.20	\$2,069,903.73	82.17	\$2,518,946.40
2029	\$2,069,903.73	\$380,000.00	\$34.42	\$213,607.71	\$4,140.00	\$1,242.00	\$2,239,194.02	83.28	\$2,688,718.61
2030	\$2,239,194.02		\$34.42	\$56,216.34	\$4,478.00	\$1,343.40	\$2,566,112.28	85.11	\$3,015,145.77
2031	\$2,566,112.28	\$410,000.00	\$37.14	\$476,826.98	\$5,132.00	\$1,539.60	\$2,502,877.70	85.06	\$2,942,514.09
2032	\$2,502,877.70	\$410,000.00	\$37.14	\$403,263.56	\$5,006.00	\$1,501.80	\$2,513,118.34	85.14	\$2,951,611.80
2033	\$2,513,118.34	\$410,000.00	\$37.14	\$310,370.29	\$5,026.00	\$1,507.80	\$2,616,266.25	85.53	\$3,058,869.20
2034	\$2,616,266.25	\$430,000.00	\$38.95	\$53,887.57	\$5,233.00	\$1,569.90	\$2,996,041.78	87.63	\$3,418,826.73
2035	\$2,996,041.78	\$430,000.00	\$38.95	\$100,350.71	\$5,992.00	\$1,797.60	\$3,329,885.47	89.13	\$3,735,844.07
2036	\$3,329,885.47	\$450,000.00	\$40.76	\$565,766.16	\$6,660.00	\$1,998.00	\$3,218,781.31	89.17	\$3,609,787.58
2037	\$3,218,781.31	\$450,000.00	\$40.76	\$516,005.29	\$6,438.00	\$1,931.40	\$3,157,282.62	89.11	\$3,542,958.05
2038	\$3,157,282.62	\$450,000.00	\$40.76	\$2,838,263.51	\$6,315.00	\$1,894.50	\$773,439.61	61.57	\$1,256,294.39
2039	\$773,439.61	\$510,000.00	\$46.20	\$245,554.86	\$1,547.00	\$464.10	\$1,038,967.65	92.89	\$1,510,973.13
2040	\$1,038,967.65	\$510,000.00	\$46.20	\$67,657.76	\$2,078.00	\$623.40	\$1,482,764.49	76.15	\$1,947,140.09
2041	\$1,482,764.49	\$510,000.00	\$46.20	\$635,259.80	\$2,966.00	\$889.80	\$1,359,580.89	73.53	\$1,848,914.30
2042	\$1,359,580.89	\$560,000.00	\$50.72	\$456,749.60	\$2,719.00	\$815.70	\$1,464,734.59	75.45	\$1,941,272.03
2043	\$1,464,734.59	\$560,000.00	\$50.72	\$151,467.22	\$2,929.00	\$878.70	\$1,875,317.67	80.08	\$2,341,779.85
2044	\$1,875,317.67	\$560,000.00	\$50.72	\$88,696.17	\$3,751.00	\$1,125.30	\$2,349,247.20	83.55	\$2,811,687.18
2045	\$2,349,247.20	\$580,000.00	\$52.54	\$187,086.19	\$4,698.00	\$1,409.40	\$2,745,449.61	85.93	\$3,194,979.39
2046	\$2,745,449.61		\$52.54	\$675,314.48	\$5,491.00	\$1,647.30	\$2,653,978.83	85.04	\$3,120,922.32
2047	\$2,653,978.83	\$600,000.00	\$54.35	\$643,442.91	\$5,308.00	\$1,592.40	\$2,614,251.52	84.41	\$3,097,009.57
Total:	31	312,820,000.00	**	311,447,165.15	\$122,126.00	\$36,637.80			

Major Components of the Common Elements to be Repaired, Replaced, Restored or Maintained

Component	Today's Cost	Estimated Remaining Useful Life	Estimated Life When New
Clubhouse			
Clubhouse - Art Work and Decorations	5,000.00	2	12
Clubhouse - Component: Children's Activity Room AC Unit	6,000.00	0	10
Clubhouse - Component: Children's Activity Room Chairs	875.00	5	12
Clubhouse - Component: Children's Activity Room Exterior Painting (Done 2019)	5,000.00	9	10
Clubhouse - Component: Children's Activity Room HVAC Furnace	6,000.00	10	20
Clubhouse - Component: Children's Activity Room Painting Interior (Done 2019)	1,000.00	9	10
Clubhouse - Component: Children's Activity Room Remodel	6,000.00	5	15
Clubhouse - Component: Children's Activity Room Restroom Remodel	5,000.00	10	20
Clubhouse - Component: Children's Activity Room Roof Tile Underlayment Replacement	5,000.00	13	25
Clubhouse - Component: Children's Activity Room Tables	1,000.00	5	12
Clubhouse - Component: Children's Activity Room Tile Flooring (560sf)	4,000.00	10	20
Clubhouse - Component: Children's Activity Room TV	750.00	2	7
Clubhouse - Component: Children`s Activity Room Water Fountain	750.00	1	7
Clubhouse - Component: Children's Activity Room Windows and Doors	2,000.00	20	30
Clubhouse - Component: Monument Signage Refurbishment (New 2019)	3,000.00	9 ,	10
Clubhouse - Component: Patlo Barbecue	8,000.00	3	15
Clubhouse - Component: Patio Chairs (Re-Strip)	2,500.00	0	5
Clubhouse - Component: Patio Sink Area Renovation (BBQ Area)	2,000.00	10	20
Clubhouse - Component: Patio Tables	5,250.00	2	15
Clubhouse - Component: Patio Trash Can Enclosures	2,000.00	2	15
Clubhouse - Deck Re-Seal Area Outside Pool Fence (4,186 sf)	9,500.00	0	10
Clubhouse - Deck Resurface Area Outside Pool Fence (4,186 sf)	18,000.00	1	10
Clubhouse - Entertainment Room Area Rug	2,000.00	0	12
Clubhouse - Entertainment Room Chairs at Sofa Area	2,000.00	0	7
Clubhouse - Entertainment Room Chairs at Tables	1,500.00	3	10
Clubhouse - Entertainment Room End Tables	1,250.00	3	10
Clubhouse - Entertainment Room Fireplace Insert	2,000.00	18	30
Clubhouse - Entertainment Room Folding Chairs (Purchased 2016)	750.00	6	10
Clubhouse - Entertainment Room Sofa	2,000.00	0	7
Clubhouse - Entertainment Room TV (Done 2017)	1,000.00	4	7
Clubhouse - Fitness Center Equipment Allowance	10,000.00	0	1
Clubhouse - Fitness Center Flooring (Done 2019)	9,000.00	14	15
Clubhouse - Fitness Center Lockers Replacement Allowance	1,000.00	0	1
Clubhouse - Fitness Center Restroom Remodel (Other)	10,000.00	10	20
Clubhouse - Fitness Center Restroom Tile (Floor to Celling) tter Reserve Consultants Version 1.01 - Augu	12,000.00	0	20
tter Reserve Consultants Version 1.01 - Augu	ust 21, 2019		39

Clubhouse - Fitness Center TV (Done 2018)	1,500.00	3	5
Clubhouse - Flooring Tile	27,500.00	15	30
Clubhouse - Great Room Furniture Replacement Allowance	3,000.00	0	3
Clubhouse - HVAC AC Condensers	30,000.00	5	10
Clubhouse - HVAC Furnaces	30,000.00	10	20
Clubhouse - Kitchen Appliance Allowance	1,500.00	1	2
Clubhouse - Kitchen Remodel	20,000.00	18	30
Clubhouse - Lighting and Electrical Allowance	5,000.00	4	5
Clubhouse - Lighting Exterior Light Fixtures	35,000.00	10	20
Clubhouse - Lobby Area Restrooms Remodel	5,000.00	10	20
Clubhouse - Lobby Area Rug	1,500.00	0	5
Clubhouse - Lobby Furniture	4,000.00	0	5
Clubhouse - Office Carpet	2,600.00	0	5
Clubhouse - Office Furniture	1,200.00	0	5
Clubhouse - Painting Exterior and Stone Facade Repairs (Done 2019)	18,000.00	9	10
Clubhouse - Painting Interior (Done 2019)	15,000.00	9	10
Clubhouse - Restroom(s) Remodel	10,000.00	18	30
Clubhouse - Roof Main Building Tile Underlayment	50,830.00	8	20
Replacement			20
Clubhouse - Roof Pool Buildings Tile Underlayment Replacement	43,485.00	8	20
Clubhouse - Security Badge System (Replaced 2016)	10,000.00	0	5
Clubhouse - Security Camera System Upgrades and Repairs Allowance (Cards, etc.)	1,500.00	0	1
Clubhouse - Security System and Cameras Rehab	10,000.00	0	5
Clubhouse - Signage Entrance	5,000.00	29	21
Clubhouse - Utility Allowance	1,000.00	0	1
Clubhouse - Water Fountain	3,000.00	3	15
Clubhouse - Water Heater	4,500.00	4	15
Clubhouse - Window Coverings	6,000.00	0	10
Clubhouse - Windows and Doors Replacement	45,000.00	20	30
Common Area			
Common Area - Concrete Repair and Replacement			
Common Area - Entrance Area Pergolas Painting and Repairs	5,000.00	0	1
(All Entrances) (Done 2019)	4,500.00	4	5
Common Area - Irrigation Renovation (Done 2019)	50,000.00	4	5
Common Area - Landscaping Renovation	50,000.00	4	5
Common Area - Landscaping Renovation Phase 02 (One Time Cost)	100,000.00	0	30
Common Area - Landscaping Renovation Phase 03 (One Time Cost)	100,000.00	1	30
Common Area - Landscaping Rock Replenishment	50,000.00	2	3
Common Area - Landscaping Trees	18,000.00	1	2
Common Area - Monument Lighting/Clubhouse Lighting and Electrical Allowance	5,000.00	4	5
Common Area - Monument Signage Refurbishment (Northern Terrace)	30,000.00	3	20
Common Area - Perimeter Walls (Interior) Repair Allowance	5,000.00	1	2
Common Area - Pet Station Replacement	11,250.00	4	5
Common Area - Playground Bouncy Toy	500.00	10	20
Common Area - Playground Cover (Done 2019)	2,000.00	9	10
Common Area - Playground Large Equipment	22,000.00	8	20
Common Area - Playground Safety Bark (Done 2019)	2,500.00	2	3
Common Area - Signage	4,000.00	4	5

Common Area - Wrought Iron Fencing Repair and Painting (Does not include Pool Area and Andover and Emery) (Done 2018)	22,500.00	8	10
Common Area - Wrought Iron Fencing Replacement (Does not include Pool Area and Andover and Emery)	31,500.00	20	30
Common Area - Wrought Iron Painting (Perimeter Shared with Providence)	1.00	2	10
Common Area - Wrought Iron Pedestrian Gate Locks (Does not include Pool Area and Andover and Emery)	2,000.00	0	1
Common Area - Wrought Iron Pedestrian Gate Replacement (Does not include Pool Area and Andover and Emery)	2,000.00	0	1
Community Brookline			
Community Brookline - Monument Lighting and Electrical Community Brookline - Monument Refurbishment	500.00 5,000.00	4 5	5 15
Community Claremont			
Community Claremont - Monument Lighting and Electrical	500.00	4	
Community Claremont - Monument Refurbishment		4	5
Community Claremont - Park Benches	2,500.00	5	15
Community Claremont - Trash Can Enclosures	3,000.00	5	15
Can Enclosures	1,000.00	5	15
Community Concord			
Community Concord - Monument Lighting and Electrical	500.00	4	5
Community Concord - Monument Refurbishment	2,500.00	5	15
Community Concord - Park Benches	1,500.00	5	15
Community Concord - Trash Can Enclosures	1,000.00	5	15
Community Montclair			
Community Montclair - Monument Lighting and Electrical	500.00		
Community Montclair - Monument Refurbishment	500.00 2,500.00	4 5	5 15
Community Salem			
Community Salem - Monument Lighting and Electrical	500.00	4	5
Community Salem - Monument Refurbishment	2,500.00	5	15
Community Westcott			
Community Westcott - Monument Lighting and Electrical	500.00	4	_
Community Westcott - Monument Refurbishment	2,500.00	5	5
Community Westcott - Park Bench and Table	2,000.00	10	10
Community Westcott - Trash Can Enclosure	1,000.00	5	20 15
Pool Area			
Pool Area - Furniture Allowance (Done 2019)	17,000.00	9	10
Pool Area - Furniture Umbrellas (Done 2019)	13,000.00	4	5
Pool Area - Kool Deck Reseal Area Inside Pool Fence	5,000.00	0	5
Pool Area - Kool Deck Resurface Area Inside Pool Fence	25,000.00	0	10
Pool Area - Lighting and Electrical	2,500.00	4	5
Pool Area - Pedestrian Gate Locks/Badge Locks	5,000.00	Ó	5
Pool Area - Pool Filter -Lap Pool	1,000.00	3	
Pool Area - Pool Filter -Main Pool	1,000.00		10
Pool Area - Pool Filter -Toddler Pool		3	10
Pool Area - Pool Heater -Lap Pool (Done 2018)	1,000.00	3	10
Potton Decree 0	12,000.00	3	5
better Reserve Consultants Version 1.01 - Augu	151 41, 2019		41

Pool Area - Pool Heater -Main Pool	12,000.00	0	5
Pool Area - Pool Heater -Toddler Pool (Not Used)	6,000.00	4	5
Pool Area - Pool Pump -Lap Pool	500.00	1	3
Pool Area - Pool Pump -Main Pool	500.00	1	3
Pool Area - Pool Pump -Toddler Pool	500.00	1	3
Pool Area - Pool Resurface -Lap Pool	12,000.00	8	10
Pool Area - Pool Resurface -Main Pool	12,000.00	8	10
Pool Area - Pool Resurface -Toddler Pool	12,000.00	8	10
Pool Area - Restroom	10,000.00	5	15
Pool Area - Restroom Ventilation System	1,000.00	0	10
Pool Area - Shower Refurbishment	10,000.00	14	15
Pool Area - Signage	1,000.00	0	2
Pool Area - Spa Filter	1,000.00	3	10
Pool Area - Spa Heater (2019)	4,000.00	4	5
Pool Area - Spa Pump	1,000.00	1	3
Pool Area - Spa Resurface	6,000.00	5	7
Pool Area - Trash Can Enclosure	1,000.00	2	10
Pool Area - Water Fountain	2,000.00	5	15
Pool Area - Wrought Iron Fence Painting and Repairs	6,500.00	0	5
Pool Area - Wrought Iron Gate Replacement	7,000.00	10	20
Reserve Study			
Reserve Study - Annual Update	1,250.00	1	1
Reserve Study - Full Reserve Study (Site Visit Done 2020)	5,500.00	4	5
Section 10 Appendix Advisory		_	Ü
Roads and Parking			
Roads and Parking - Concrete to Asphalt Joint Sealing (Done	23,600.00	2	4
2018)		_	•
Roads and Parking - Crack Seal	21,000.00	1	2
Roads and Parking - Overlay (Does Not Include Andover and Emery)	1,411,809.75	20	30
Roads and Parking - Street Light Fixtures	105,500.00	13	25
Roads and Parking - Street Light Fixtures Replacement	6,000.00	0	1
Allowance	0,000.00	J	-1
Roads and Parking - Street Signs Replacement Allowance	1,000.00	0	1
Roads and Parking - Striping, Curb and Crosswalk Painting	6,500.00	1	2
(Done 2017)			_
Roads and Parking - Surface Maintenance Treatment (Does	188,241.30	0	7
Not Include Andover and Emery)(Done 2017) Based on the use of HA5			
CACHENNALL			

Total:

3,050,892.05

2023	
Clubhouse - Component: Children's Activity Room Remodel	\$6,788.45
Clubhouse - Component: Patio Barbecue	\$8,615.13
Clubhouse - Entertainment Room Chairs at Tables	\$1,615.34
Clubhouse - Entertainment Room End Tables	\$1,346.11
Clubhouse - Fitness Center Equipment Allowance	\$10,768.91
Clubhouse - Fitness Center Lockers Replacement Allowance	\$1,076.89
Clubhouse - Fitness Center TV (Done 2018)	\$1,615.34
Clubhouse - Great Room Furniture Replacement Allowance	\$3,230.67
Clubhouse - Kitchen Appliance Allowance	\$1,615.34
Clubhouse - Security Camera System Upgrades and Repairs Allowance (Cards, etc.)	\$1,615.34
Clubhouse - Utility Allowance	\$1,076.89
Clubhouse - Water Fountain	\$3,230.67
Common Area - Concrete Repair and Replacement	\$5,384.45
Common Area - Landscaping Trees	\$19,384.03
Common Area - Monument Signage Refurbishment (Northern Terrace)	\$32,306.72
Common Area - Perimeter Walls (Interior) Repair Allowance	\$5,384.45
Common Area - Wrought Iron Pedestrian Gate Locks (Does not include Pool Area and Andover and Emery)	\$2,153.78
Common Area - Wrought Iron Pedestrian Gate Replacement (Does not include Pool Area and Andover and Emery)	\$2,153.78
Pool Area - Pool Filter -Main Pool	\$1,076.89
Pool Area - Pool Heater -Lap Pool (Done 2018)	\$12,922.69
Pool Area - Restroom	\$11,314.08
Pool Area - Spa Filter	\$1,076.89
Pool Area - Water Fountain	\$2,262.82
Reserve Study - Annual Update	\$1,346.11
Roads and Parking - Crack Seal	\$23,759.57
Roads and Parking - Street Light Fixtures Replacement Allowance	\$6,461.34
Roads and Parking - Street Signs Replacement Allowance	\$1,076.89
Roads and Parking - Striping, Curb and Crosswalk Painting (Done 2017)	\$6,999.79
Total	\$177,659.36



Northern Terrace Homeowners Association Collection of Assessments Policy

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Northern Terrace Homeowners Association ("Association") contains the covenant for assessments,

WHEREAS, it is deemed to be in the best interest of the Association to address the procedure for collection of assessments in one document for ease of reference, and

WHEREAS, it is the intent of the Board of Directors to comply with and implement the procedures for the collection of assessments,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors has adopted the following policy.

- 1. Assessments and Due Dates: Regular assessments shall be levied in annual installments payable on the first day of each month corresponding to the installment period. 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 and special assessments in whole or in part shall be subject to a late fee if not paid within 30 days after they become due. It is the responsibility of the unit's owner to pay all assessments, fees, or fines in a timely manner. The Association has the right to collect all assessments, fees, or fines and will do so in the manner outlined in this collection policy.
- 2. Late Fees & Interest: When an installment payment of a regular assessment or a special assessment in whole or in part becomes late, the owner's account with the Association shall be charged with a late fee per month of \$10.00. Any assessment for common expenses or installments thereof more than 60 days past due is subject to an interest charge 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 18 % per year. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied. The association reserves the right to avail itself of any other remedy permitted by law and the associations documents to collect assessments, abatement charges, fines and related costs and charges, including but not limited to restricting access to or use of certain common areas, revoking voting privileges, bring an action to small claims, municipal, district court or any legal action available.
- 3. Disclosure and Payment Plan: In addition to all other remedies available to the Association, if any installment of an assessment or portion thereof is not received by the Association within 60 days after the obligation becomes past due, then the Association shall transmit to the Owner a Disclosure and Payment Plan ("Disclosure and Payment Plan") that includes:
 - (a) A schedule of the fees that may be charged if the Owner fails to pay the past due obligation;
 - (b) A proposed prepayment plan; and
 - (c) A Notice of the right to contest the past due obligation at a hearing before the Board and the procedures for requesting such a hearing.

Unless otherwise determined by the Board after the hearing referenced in subparagraph (c) above, all repayment plans shall be: (i) signed by the Owner and returned to the Association within 30 days of the date of the Disclosure and Payment Plan; (ii) be completed in 3 months,





A Disclosure and Payment Plan Processing Fee of \$50.00 will be added to the Owner's account. This fee may change without notice. Unless otherwise determined by the Board after the hearing referenced in subparagraph (c), above, all repayment plans shall be: (i) signed by the Owner and returned to the Association within 30 days of the date of the Disclosure and Payment plan, (ii) be completed in 3 months, and (iii) require the Owner to stay current on all future accruing Assessments.

If an Owner wants to request a hearing to contest the past due obligation, then, within 30 days of the date of the Disclosure and Payment Plan, the Association must receive a written request for the hearing. The written request must be sent to and received by the Association's community manager within the time period provided. Failure to appear at a requested hearing shall give the Association the right to immediately assign the unit owner to Collection.

- 4. Assignment to Collection/Notice of Intent to Lien/Lien: If within 30 days of the date of the Disclosure and Payment Plan, the Owner has not: (a) signed and returned the Disclosure Payment Plan, or (b) submitted a written request for a hearing as set forth in Paragraph 3, the Association may turn the account over to the Association's designated Collection Agent. At the time that an account is delivered to the Association's designated Collection Agent, the Association shall add a Collections Account Setup Fee of \$200.00 to the Owner's account. The Association or its agent shall transmit a letter to the Owner notifying him or her of the delinquency and requesting payment thereof (the "Notice of Intent"). The Notice of Intent shall be mailed by certified mail, return receipt requested to the address of the Lot and, if different, to a mailing address specified by the Owner, and shall include, at a minimum, the following.
- (a) The fact that the installment is delinquent;
- (b) the amount of the delinquency, including any charges associated with the delinquency including, but not limited to, interest, late fees, attorneys' fees or other Collection Costs;
- (c) The action that is required to be taken by the Owner to cure the default;
- (d) The date, not less than 30 days from the date the Notice of Intent is mailed to the Owner, by which such default may be cured;

In addition, the Notice of Intent may include the following:

- (e) that, subject to the owner's right to request a hearing, the Owner's and the Owner's family, tenants and guests right to use the recreational facilities, including, but not limited to, the gym, pools and spas is suspended during the time that Owner is delinquent in the payment of assessments;
- (f) that the failure to cure to the default on or before the date specified in the Notice of Intent may result in acceleration of the balance of the installment of the Assessments for the then current fiscal year; and
- (g) What action the Owner may take to cure the default after acceleration.

If the Owner fails or refuses to pay the balance due and owing to the Association as set forth in the Notice of Intent, then not less than 30 days after the Notice of Intent is mailed to the Owner, then the Association may record a lien against the Unit owned by the Owner (the "Lien"). The Lien must specify:





- (a) the amount of Assessments and other sums due which may include but not limited to, the following: delinquent assessments, interest, late fees, management administrative fees, attorney's fees and collection fees and costs;
- (b) A description of the Unit upon which the lien is imposed;
- (c) The name of the record owner of the Unit;
- (d) The fact that the installment is delinquent;
- (e) The action required to cure the default;
- (f) the date, not less than 30 days from the date the notice is mailed to the Owner, by which such default must be cured; and
- 5. <u>All Recoverable Costs:</u> As provided by law, any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest charges, management or collection company administrative costs, charges of preparing and mailing notice, intent and/or demand letters, recording costs, legal expenses, costs associated with small claims court actions and the like shall be an additional charge against the owner and the owner's lot and shall be subject to collection action pursuant to this Policy.
- 6. <u>Foreclosure:</u> The Association has the option to proceed with foreclosure whether judicially or non-judicially. Once the Notice of Delinquent Assessment Lien is recorded and mailed, pursuant to Nevada Revised Statues, and goes unpaid for no less than 30 days after the mailing of the Lien for Delinquent Assessments.
- 7. Payment Agreements and Allocations: Initial payment plans will be for a period of 3 months. The Board may from time to time allow the Collection Agency to enter into Payment Agreements of limited term and conditions on behalf of the Association. The Board will determine acceptable terms and conditions and notify the Collection Agency in writing. Any requests for terms other than those preapproved by the Board require the approval of the Board prior to the execution of the agreement. The Agreement allows the owner to make scheduled partial payments on the entire balance owing, in addition to the current assessments. A payment will be considered late and payment plan breached if not received within 10 days of its due date. Failure to meet any terms of the written agreement shall give the Association and/or its Collection Agency the right to immediately continue the collection process without further notice to the owner bringing all amounts due and payable
- 8. Recovery of Legal and Collection Fees and Costs: If a lawsuit or a foreclosure proceeding is initialized by the Association to recover assessments, the Association is entitled, by law, to not only recovery of the amounts in default, late charges and interest, but additionally all collection fees and costs including title company, posting and publishing company charges, and legal and attorney's fees in accordance with NAC 116.470.
- 9. Write-Offs: The Executive Board must approve all write-offs of debt.
- 10. <u>Updates and Reports</u>: The Association will receive timely updates and reports as necessary.





- 11. Compliance with Servicemember Relief Acts: Notwithstanding anything to the contrary herein, the Association shall abide by the requirements of the Nevada Servicemembers Civil Relief Act (the "NSCRA") and the federal Servicemembers Civil Relief Act. As such, unless permitted by court order, the Association shall not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a servicemember or a dependent of a servicemember during any period that the servicemember is on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment. Furthermore, prior to taking any collection action, including sending out the 60-day letter discussed in paragraph 3 above, the Association shall: (i) Inform each unit's owner or successor in interest that if the person is a servicemember or a dependent of a servicemember, he or she may be entitled to certain protections under the NSCRA, (ii) give the person an opportunity to provide any Information required to enable the Association to verify whether the person is entitled to protections under the NSCRA, and (iii) verify using the information provided, or, if no information is provided, make a Good Faith effort (as defined in the NSCRA) to verify, whether the person is entitled to the protections of the NSCRA.
- 12. <u>Effective Date of this Policy</u>. This policy was duly adopted by the action of the Board of Directors on November 17, 2017, and shall be effective as of the same date.
- 13. <u>Policy Adoption:</u> This resolution of the Board of Directors for N**orthern Terrace Homeowners Association** has been duly adopted at the October 17, 2017 meeting.

President - Northern Terrace Homeowners Association

Attested By:
Secretary - Northern Terrace Homeowners Association





Exhibit A Red Rock Schedule of Fees - Nevada

Intent to Lien Letter	\$150.00
Assessment Lien	\$325.00
Intent to Notice of Default	\$90.00
Notice of Default Preparation	\$400.00
Trustee Sale Guarantee	\$350.00 estimated
Intent to Notice of Sale	\$90.00
Notice of Sale Preparation	\$275.00
Final Notice of Sale	\$25.00
Posting & Publishing	\$400.00 estimated
Conduct Foreclosure Sale	\$125.00
Prepare & Record Trustees Deed	\$125.00
Payment Agreement	\$30.00
Payment Plan Breach Letter	\$25.00
Escrow/Payoff Demand	\$150.00
Foreclosure Fee	\$150.00
Bankruptcy Package	\$100.00
Sale Postponement	\$75.00

Other Charges:

Recording Cost Release of Lien Rescission of Notice of Default Skip Trace Certified Mailing Fee

Fees and cost may change without notice. Schedule of Fees may not be all-inclusive.

RESOLUTION OF THE NORTHERN TERRACE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS

INVESTMENT POLICY

AUTHORITY AND PURPOSE FOR THE RESOLUTION:

WHEREAS, the Northern Terrace Homeowners Association is a non-profit Corporation duly organized and existing under the laws of the State of Nevada; and

WHEREAS, the Board of Directors wishes to formalize their investment policy, as required by Nevada Law, for funds in the reserve and operating accounts of the association, and

NOW THEREFORE, BE IT RESOLVED:

The Board of Directors shall deposit, maintain and invest all funds of the Association at a financial institution that is located in Nevada or qualified to conduct business in this State or has consented to the jurisdiction, including the power to subpoena, of the courts of this State and the Nevada Real Estate Division.

In addition, the Board of Directors shall deposit, maintain, and invest all funds of the association:

- (a) In a financial institution whose accounts are insured by the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Share Insurance Fund (NCUSIF), or the Securities Investor Protection Corporation (SIPC); or
 - (b) With a private insurer approved pursuant to NRS 678.755; or
- (c) Government securities that are backed by the full faith and credit of the United States Government.

To protect these funds further, it is the Board of Directors desire that the association funds be 100% insured at all times. In addition, it is the wish of the Board of Directors to have employee dishonesty insurance coverage and/or a fidelity bond. This insurance would cover the board members, officers, and professional management of the association.

No investment decisions will be made outside a Board of Directors meeting and when advisable, the Board of Directors should rely on recommendations of a person who is a licensed investment advisor with experience in the association industry.

As required by NRS 116.31152, the Board of Directors shall annually review the association's reserve study and incorporate its findings in the investment decision-making process.

To remain in compliance with NRS 116.31153 subsection 1, funds can only be withdrawn from the reserve accounts with the signatures of two members of the Board of Directors. At no time can the community manager be a signer on the reserve account.

According to NRS 116.31153 subsection 2, funds in the operating account may not be withdrawn, except as otherwise provided in subsection 3 of NRS 116.31153, without the signatures of at least two members of the Board of Directors, or one member of the Board of Directors and the community manager.

This resolution is adopted in resolution format at the October 29, 2009 Board of Directors

meeting.

President

ATTESTED:

Secretary

NORTHERN TERRACE HOMEOWNERS ASSOCIATION

RULES ENFORCEMENT AND FINE POLICY AND PROCEDURE

The Board of Directors (the "Board") of Northern Terrace Homeowners Association (the "Association") is responsible for conducting, managing, and controlling the affairs and business of the Association. In accordance with those responsibilities and pursuant to the powers and duties under Article 6, Section 6.2 (C) of the CC&Rs, the Board may adopt reasonable policies and procedures governing, among other things, the management of the Association. Based on the foregoing, the following procedures for handling violations by homeowners (the "Owner") is hereby adopted ("Procedures").

POLICY

It is the policy of the Board to provide for the proper and fair operation of the Association. In accordance with that policy, the Board has adopted the following procedures, which govern the Association's method for handling alleged and actual violations of the Declaration of the Covenants, Conditions and Restrictions for the Association, as recorded October 30, 2006 (the "Declaration"), the Articles of Incorporation of the Association, which were filed with the Nevada Secretary of State on October 30, 2006 (the "Articles"), the Bylaws of the Association (the "Bylaws"), the Rules and Regulations (the "Rules"), and any other documents that govern the operation of the Association (collectively the "Governing Documents").

PROCEDURE

Information received by the Association relating to an Owner's non-compliance with the Governing Documents is subject to the following procedures:

- A. Compliance Committee: The Board may, but is not obligated to, appoint a committee of not less than three (3) members ("Compliance Committee") to give notice of violations, hold hearings, and/or recommend appropriate action and sanctions for Owners who fail to abide by the Governing Documents.
- B. Inspection: A monthly inspection will be conducted by the Board of Directors or its agent. An inspection report will be provided to the Board for their review on at least a quarterly basis. The report will be continuous and list all outstanding violations by date.
- C. Courtesy Notice: A notice will be sent notifying the Owner of the alleged violation with reference to the applicable Governing Document provision at issue.
 - 1. <u>Upon receipt courtesy notice</u>: The Owner <u>must</u> participate in the process by completing the enclosed Homeowner Response Form and returning it to the Association within fourteen (14) days of the postmark of the Notice. The Owner must include the following information:
 - a) The corrective action taken or to be taken that will bring the Owner into compliance; or
 - b) A request for a hearing before the Board or its appointed Compliance Committee.
- D. Formal Notice: If the violation continues to exist at the next monthly inspection and the owner fails to communicate with the Board, a second notice will be sent notifying the Owner of the alleged violation with reference to the applicable Governing Document provision at issue.
 - 2. <u>Upon receipt of formal notice</u>: The Owner <u>must</u> participate in the process by completing the enclosed Homeowner Response Form and returning it to the Association within fourteen (14) days of the postmark of the Notice. The Owner must include the following information:
 - a) The corrective action taken or to be taken that will bring the Owner into compliance; or
 - b) A request for a hearing before the Board or its duly appointed Compliance Committee.

- 1. If an Owner fails to take corrective action, requests a hearing, or fails to communicate with the Board, the Board will notify the Owner of the date, time and location for a hearing before the Board or its appointed Compliance Committee in Executive Session.
 - a) <u>Failure to Appear:</u> If an Owner does not communicate a request for a change of the hearing and/or fails to appear at the scheduled hearing, the Owner will have waived all future rights to a hearing for the alleged violation. The Board or its appointed Compliance Committee will proceed in the Owner's absence and make a decision based on the evidence in its possession.
 - b) <u>Representation:</u> An Owner requesting a hearing may be represented at the hearing by counsel, by any other individual named on the deed, or by any other individual holding a notarized power of attorney from the Owner.
 - c) <u>Evidence</u>: The Owner may present any evidence or make any statement relating to the alleged violation, either in person or through a representative as defined above.
 - d) <u>Time Limit:</u> The Board or its duly appointed designee may reasonably limit the amount of time an Owner is allowed to present evidence.
 - e) <u>Hearing Response:</u> After an Owner presents his or her case, the Board or its appointed Compliance Committee will consider the matter outside the presence of the Owner. Within fourteen (14) days of the hearing, the Board or its appointed Compliance Committee will issue a written response to the Owner outlining the decision which may include fines and/or sanctions. Your facility privileges may be suspended pending the hearing and board decision.
 - f) <u>Sanctions:</u> At the hearing, the Board or its appointed Compliance Committee may impose fines or other sanction in accordance with Nevada law.
 - I. <u>Fines</u>: Pursuant to NRS 116.31031, if the Board or its appointed Compliance Committee imposes a fine, it will be levied in an amount not to exceed \$100.00 for each violation or a total amount of \$1,000.00, whichever is less. Pursuant to NRS 116.31031(5), if the violation is not cured within fourteen (14) days, the violation shall be deemed a continuing violation. Thereafter, the Board or its appointed Compliance Committee may impose additional fines in amounts up to \$100 each for each 7-day period or portion thereof that the violation is not cured in accordance with Nevada law. Additional fines on what is deemed to be a continuing violation will be imposed without notice and without an opportunity to be heard.
 - (a) If a fine is not paid within thirty (30) days, a lien may be placed on the Owner's property. If the lien placed on the Owner's property is for a violation that threatens the health, safety or welfare of the residents of the community, the lien may be foreclosed in accordance with Nevada law. The board may revoke all amenity privelgdes.
 - (b) Past due fines may bear interest at the rate established by the Board, not to exceed the legal rate per annum and will include any costs for collecting the fine in accordance with NRS 116.31031(8) and any other applicable Nevada law.
 - II. Other Sanctions: The Board or its appointed Compliance Committee may impose sanctions other than fines or in addition to fines including, but not limited to, removal of voting rights, restrictions of use of common areas, institution of legal action, and correction of the violation. If, after the hearing, the Board or its appointed Compliance Committee imposes such other sanctions, within fourteen (14) days thereof, the Board or its appointed Compliance Committee will send written notice of the sanction stating the scope and the duration that the sanction is imposed.

CONFLICT AND SEVERABILITY

In the event these Procedures may be, at any time, inconsistent with any provision of the other Association Governing Documents or Nevada law, the other Association Governing Documents and Nevada law shall control.

If any of these Procedures should be ruled invalid or improper, the validity and enforceability of the remaining Procedures shall be unaffected and the Procedure held invalid shall be reformed so as to give it the manifest intent for which it was drafted.

THE FOREGOING RULES ENFORCEMENT AND FINE POLICY AND PROCEDURES IS HEREBY ADOPTED BY THE WATERMARKE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS ON THIS 20th DAY OF JUNE 2017.

NEVADA SERVICEMEMBERS CIVIL RELIEF ACT NOTICE

Dear Owner (or successor in interest):

If you are a service member, or the dependent of a service member, you may be entitled to certain protections under the Nevada Servicemembers Civil Relief Act ("NVSCRA"). Subject to specific exceptions, the NVSCRA provides that an association may not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a servicemember or a dependent of a servicemember during any period that the servicemember is on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment.

If you are a servicemember or the dependent of a servicemember, please check the box below, fill out the contact information, and return this form to Northern Terrace Homeowners Association

If you have any questions, please contact the Association c/o FirstService Residential, Nevada, LLC, 7610 Silver Run Peak, Las Vegas NV. 89166.

☐ I am eligible for protection under the NVSCRA because I am a service member, or a dependent of a servicemember, currently on active duty or deployment or in the period of one year immediately following the end of such active duty or deployment.	
Unit Owner's Name:	
Unit Address:	
Mailing Address (if different):	
Email Address:	Phone:
Servicemember's Name:	

The following definitions apply under the NVSCRA:

"Servicemember" means a member of the military. "Military" means a member of the U.S. Armed Forces (i.e. the Army, Navy, Air Force, Marine Corps or Coast Guard), a reserve component of the Armed Forces or the National Guard). "Armed Forces" means the Army, Navy, Air Force, Marine Corps, or Coast Guard. "Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. §§ 1209 and 1211. "Deployment" means the movement or mobilization of a servicemember from his or her home station to another location for more than 90 days pursuant to military orders.

"Dependent" means the servicemember's spouse, the servicemember's child (as defined in 38 U.S.C. § 101(4)) or an individual for whom the servicemember provided more than one-half of the individual's support for 180 days immediately preceding an application for relief under the NVSCRA.