

Date: 11/13/2023  
Woodland Village  
2024 BUDGET RATIFICATION MEETING  
NOVEMBER 28<sup>TH</sup>, 2023 AT 5:30 PM

LOCATION: Associa Sierra North - 10509 Professional Circle, Suite #200, Reno NV 89521  
or

ZOOM: [HTTPS://ZOOM.US/J/99082488268?pwd=BFN1Y0R0K3RXNXU1EVOUXVITGN1UT09](https://zoom.us/j/99082488268?pwd=BFN1Y0R0K3RXNXU1EVOUXVITGN1UT09)

MEETING ID: 990 8248 8268 – PASSCODE: 307528 – CALL-IN: 1-253-215-8782

NOTICE & AGENDA

Dear Valued Woodland Village Homeowner:

The purpose of this notice/agenda is to inform you of the date and action items of the upcoming scheduled budget ratification meeting of the Woodland Village. A unit's owner may record on audiotape or any other means of sound reproduction a meeting of the units' owners if the unit's owner, before recording the meeting, provides notice of his or her intent to record the meeting to the other units' owners who are in attendance at the meeting. The draft minutes of this meeting will be available to homeowners 30 days after the meeting date. A copy of the meeting minutes will be posted on TownSq and are provided to the unit's owner upon request, in electronic format at no charge to the unit's owner or, if the association is unable to provide the copy or summary in electronic format, in paper format at a cost not to exceed 25 cents per page for the first 10 pages, and 10 cents per page thereafter.

1. Call to Order, Introductions and Determination of Quorum:
2. Homeowner Forum: Owners have the right to speak. This period is devoted to comments from owners and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised during this portion of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken later. Please note that the Board has the authority to limit the time for individual comments.
3. 2022 Budget Ratification Meeting Minutes – Review and Approve
4. Ratify 2024 Operating and Reserve Budgets:  
The Board of Directors adopted the enclosed proposed budgets for 2024 on November 10<sup>th</sup>, 2023 via Consent & Lieu. The enclosed 2024 Budgets were prepared with all unit owners paying an equal \$123.00 per quarter, per lot.

The 2024 budget assessment remains the same at \$123.00 per unit per Quarter. There is no special assessment scheduled for 2024 to fund reserves.

In accordance with Nevada Law (NRS 116.31151) and with the Association's governing documents, the Budgets will be ratified whether or not a quorum is present unless at that meeting a majority of all units' owners 51% reject the proposed budget. If you are in agreement with the enclosed budgets, no response is necessary, nor do you need to attend the meeting. Unless the budgets are rejected, the enclosed budgets will be considered

approved and no further versions will be mailed.

5. Adjournment

Enclosed documents:

- Adopted 2024 Budget – Operating and Reserve
- Reserve Study - Note that a copy of the full Reserve Study is posted on [www.woodlandvillage.net](http://www.woodlandvillage.net) and is available upon request from Associa Sierra North.
- Association's Collection Policy with Fee Schedule
- Violation and Fine Policy

In accordance with NRS 116.31034(19) this will serve as notice to each owner that each member of the executive board will certify in writing that the member has read and understands the governing documents of the association and the provisions of this chapter to the best of their ability. In accordance with NAC 116.480, this will serve as notice that no member of the executive board has received any gift, incentives, gratuity, reward or other item of value in any calendar year which exceeds the sum of \$100.00.

**WOODLAND VILLAGE  
GENERAL MEMBERSHIP BUDGET RATIFICATION MEETING MINUTES**

Tuesday, November 15, 2022  
Held via Zoom.com

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**I. CALL MEETING TO ORDER/ROLL CALL**

Bob Corrado called the meeting to order at 5:03 p.m.

Board members present: Bob Corrado, Robert Lissner, Mark Wilson, Rebecca Marko

Board members absent: Greg Johnson

EBMC: Amy Tupper, Community Manager

Rebeka Whatley, Recording Secretary

Homeowners Present: List on file with Management

**II. MEMBER'S FORUM**

There was no Homeowner comment during this portion of the meeting.

**III. APPROVAL OF PREVIOUS MEETING MINUTES**

A. Review and Approve February 17, 2022, Budget Ratification Meeting Minutes

The meeting minutes were reviewed by the Board.

Motion: Bob Corrado made a motion to approve the February 17, 2022, Budget Ratification minutes as presented. The motion was seconded by Mark Wilson and unanimously approved.

**IV. RATIFICATION OF 2023 BUDGET**

A. Ratification of the 2023 Proposed Budget

Per NRS 116.31151(3): Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration rejects the proposed budget, the budget is ratified, whether or not a quorum is present.

**V. 2<sup>ND</sup> MEMBER'S FORUM**

There was no Homeowner comment during this portion of the meeting.

**VI. ADJOURNMENT**

There being no further business to conduct at this General Membership Budget Ratification meeting, Amy Tupper adjourned the meeting at :12 p.m. by General Consent.

Respectfully Submitted,

Rebeka Whatley

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Rebeka Whatley, Recording Secretary

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Board of Directors

# Budget Worksheet

2024 Woodland Village Budget (Proposed)

Account Number	Account Name	2023 Budget	2024 Budget
5100-000	REVENUE		
5120-200	512020-Assessments	975,144.00	981,048.00
5120-300	512030-Regular Assessments-reserve	-217,679.00	-210,355.00
5120-500	5120500-Mule Deer Fund	-11,334.00	-11,334.00
5120-600	5120600-Maintenance Facility	-9,996.00	-9,996.00
5151-300	515130- Interest Income	685.00	1,025.00
5178-000	517800- Transfer /Closing Fees	3,700.00	2,800.00
5399-990	TOTAL REVENUE INCOME	740,520.00	753,188.00

5900-000	OTHER INCOME		
5907-000	5907000-Surplus from Operating Account	129,223	63,181.00
5942-000	594200-Late Fee	32,000.00	32,000.00
5990-950	TOTAL OTHER INCOME	161,223.00	95,181.00

5999-800	REFUNDS & REIMBURSEMENTS		
5999-835	5999835-Collection Cost Reimbursement	43,645.00	115,500.00
5999-845	5999845-Legal Fee Reimbursement	50,000.00	50,000.00
5999-865	5999865-Utility Reimbursement	-3,264.00	-3,210.00
5999-875	5999875-Fines/Compliance Reimbursement	30,000.00	30,000.00
5999-887	5999887-Compliance Notices	6,000.00	6,500.00
5999-899	TOTAL REFUNDS & REIMBURSEMENTS	126,381.00	198,790.00

5999-999	TOTAL REVENUE	1,028,124.00	1,047,159.00
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## 6000-000 EXPENSES

6200-000	ADMINISTRATIVE EXPENSE		
6210-600	6210600-Web Site	1,500.00	1,500.00
6284-000	628400-Collections/Late Fees	28,260.00	115,500.00
6295-000	629500-Copies and Printing	16,000.00	23,500.00
6311-200	631120-Office Supplies	8,000.00	8,000.00
6311-300	631130-Postage	28,332.00	28,500.00
6311-600	6311600-60 Day Notices	2,760.00	0.00
6311-700	6311700-Compliance Notices	6,000.00	6,500.00
6313-000	631300-Bank Charges	150.00	900.00
6316-100	631610-Community Event	1,500.00	2,000.00
6318-000	631800-Secretarial Minutes / Translations	1,500.00	1,000.00
6320-000	632000-Management Fees	169,824.00	169,824.00
6320-010	6320010-Add'l Management Fees	3,250.00	5,200.00
6335-010	633501-Architectural Review	1,000.00	1,400.00
6336-500	633650-Storage	3,888.00	4,800.00
6340-000	634000-Legal Fees	96,000.00	60,000.00

# Budget Worksheet

2024 Woodland Village Budget (Proposed)

Account	Account	2023	2024
Number	Name	Budget	Budget
6350-000	635000-Audit/Review/Tax Prep Expenses	5,000.00	4,500.00
6370-000	637000-Bad Debts	14,000.00	12,500.00
6390-000	6390000-Misc. Administration	1,000.00	500.00
6399-990	TOTAL ADMINISTRATION EXPENSE	387,964.00	446,124.00

6400-000	UTILITIES EXPENSE		
6450-000	645000-Electricity	11,000.00	10,500.00
6451-000	645100-Water	48,000.00	56,650.00
6458-000	645800-Refuse-Garbage-Trash	825.00	475.00
6499-990	TOTAL UTILITIES EXPENSE	59,825.00	67,625.00

6500-000 OPERATING & MAINTENANCE EXP.

6501-000	PAYROLL EXPENSE		
6501-100	650110-Salaries (F/T)	101,920.00	101,920.00
6501-150	650115-Payroll Taxes (F/T)	11,986.00	11,986.00
6502-000	6502000-Health Insurance and Other Benefits	8,160.00	8,160.00
6502-100	6502100-Payroll Processing Fee	8,154.00	8,154.00
6503-000	650300-Bonus & Gifts	750.00	750.00
6503-990	TOTAL PAYROLL EXPENSE	130,970.00	130,970.00

6515-000	SUPPLIES		
6515-150	651515-Supplies - Maintenance	15,000.00	9,000.00
6515-750	651575-Supplies Fencing	70,000.00	50,000.00
6519-990	TOTAL SUPPLIES	85,000.00	59,000.00

6520-180	GROUNDS/LANDSCAPE		
6520-200	652020-Grounds /Lndscpe Contract	189,310.00	189,600.00
6520-210	652021-Grounds - Backflow	1,850.00	1,850.00
6520-220	652022-Grounds - Tree Maint	11,000.00	0.00
6520-270	652027-Grounds Irrigation	2,500.00	1,500.00
6520-289	TOTAL GROUNDS/LANDSCAPE	204,660.00	192,950.00

6529-000	SECURITY		
6530-050	653005-Security Patrol	100,000.00	87,500.00
6539-990	TOTAL SECURITY	100,000.00	87,500.00

6560-000	VEHICLE		
6570-000	657000-Vehicle & Equip. Oper. & Reprs	1,000.00	750.00
6579-990	TOTAL VEHICLE EXPENSES	1,000.00	750.00

6580-700	STREET, PARKING, & SIDEWALK		
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## Budget Worksheet

2024 Woodland Village Budget (Proposed)

Account Number	Account Name	2023 Budget	2024 Budget
6580-795	6580795- Snow Removal	5,000.00	7,500.00
6580-810	TOTAL STREET, PARKING, & SIDEWALK	5,000.00	7,500.00
6700-000	TAXES, INSURANCE & LICENSES EXPENSE		
6744-000	674400-General Liability	45,105.00	45,840.00
6780-000	6780000-Ombudsman Fee	8,200.00	8,500.00
6785-000	6785000-State Bus. License/Tax	400.00	400.00
6790-990	TOTAL TAXES, INSURANCE & LICENSES	53,705.00	54,740.00
6795-990	TOTAL EXPENSES	1,028,124.00	1,047,159.00
6999-999	NET OPERATING INCOME	0.00	0.00
7100-001	RESERVE INCOME		
7205-000	720500-Reserve (Income)	217,679.00	210,355.00
7230-000	723000-Reserve Interest	12,423.00	19,031.00
7299-990	TOTAL RESERVE INCOME	230,102.00	229,386.00

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50 Freeport Blvd., Suite 20 Sparks, Nevada 89431-6255

Voice: 775-856-2001 Email:resource1bc@aol.com Cell: 775-742-3360

October 2, 2023

Board of the Directors  
Woodland Village Association  
Village Center Drive  
Reno, Nevada 89508

Subject: Woodland Village HOA 2024 Financial Update

Board of Directors,

Resource 1 BC is pleased to present to Board of the Directors the requested Reserve Funding study. We believe that you will find the attached study to be thorough and complete. After you have had an opportunity to review the report you may have questions. Please do not hesitate to write or call - we would be pleased to answer any questions you may have.

#### **Project Description**

The Woodland Village Association is located off of Village Parkway in Cold Springs, Nevada. The project currently consists of 1889 units. The homeowners maintain their homes, fences and lots. The public streets, Forest Park and the walking path near the parking of Forest Park and Village Center Park are maintained by Washoe County. NV Energy maintains the large overhead street lighting. The Association maintains the street lighting, detention ponds with fencing, asphalt walking paths, common area split rail fencing and common area landscaping. Reflectors, fence staining and detention pond cleaning are maintained from the operational budget.

As per NRS 116, a new reserve study is required when the Developer turns over a phase to the Association. As per NRS 116, a financial update, without a site visit, is required annually and a new reserve study, with a site visit, is required every five years, which would be June 2027, unless additional phases are added to the project.

#### **Depth of Study**

Reserve Study Update without Field Inspection A field inspection of the facility improvements was not made for this reserve study. Substantial reliance was placed on the previous reserve study supplied by the client, which was prepared by Resource 1 BC and dated June 21, 2022.

#### **Summary of Financial Assumptions**

The below table contains a partial summary of membership and reserve fund balance provided by Board of the Directors for the Woodland Village HOA 2024 Financial Update funding study.

Woodland Village HOA 2024 Financial Update Funding Study Summary - Continued

Reserve Study by Calendar Year Starting	January 1, 2024
Funding Study Length	30 Years
Number of Assessment Paying Members	1889
Reserve Balance as of January 1, 2024 <sup>1</sup>	\$846,149
Annual Inflation Rate	3.00%
Tax Rate on Reserve Interest <sup>2</sup>	30.00%
Minimum Reserve Account Balance	\$0
Assessment Change Period	5 Years
Annual Operating Budget	\$0

<sup>1</sup> See "Financial Condition of Association" in this report.

<sup>2</sup> Taxed as an IRS exempt association (IRS Tax Rules Attached)

**Reserve Study Assumptions**

- Cost estimates and financial information are accurate and current.
- No unforeseen circumstances will cause a significant reduction of reserves.
- Sufficient comprehensive property insurance exists to protect from insurable risks.
- The association plans to continue to maintain the existing common areas and amenities.
- Reserve payments occur at the end of every calendar month.
- Expenses occur at the end of the expense year.

**Initial Reserves**

Initial reserves for this Reserve Study were known to be \$846,149 on January 1, 2024. Based upon a study start date of January 1, 2024 a total of 0 days of accrued interest at 2.00 percent per annum were compounded to yield an initial reserve balance of \$846,149.

The implicit assumption has been made that the reserve accounts were not drawn down between the date of the known reserve balance and the study start date.

**Recommended Payment Schedule**

The below table contains Resource 1 BC recommended schedule of payments for the next five years. Failure to follow the proposed schedule of payments may result in inadequate reserve funds.

**Proposed Assessment Schedule**

Calendar Year	Member Monthly Reserve Assessment	Member Total Annual Assessment	Association Monthly Reserve Assessment	Association Annual Reserve Assessment	Proposed Reserve Balance
2024	\$9.28	\$111	\$17,530	\$210,355	\$788,842
2025	\$9.28	\$111	\$17,530	\$210,355	\$957,368
2026	\$9.28	\$111	\$17,530	\$210,355	\$1,088,540
2027	\$9.28	\$111	\$17,530	\$210,355	\$1,200,150
2028	\$9.28	\$111	\$17,530	\$210,355	\$1,268,100
2029	\$9.28	\$111	\$17,530	\$210,355	\$1,343,803

**Assessment Change Period**

Resource 1 BC is using a 5 years assessment change period, as a new reserve study is required every five years. Resource 1 BC recommends a financial update every year. Ongoing repairs, reserve account balance changes, costs of component changes, inflation rate changes and reserve funds interest rate changes are some of the variables that affect reserve assessments.



**Woodland Village**  
**ASSESSMENT AND FINE COLLECTION POLICY**  
Adopted September 19, 2019

RECITALS

1. Timely payment of regular, reserve, individual and special assessments is of critical importance to the Association.
2. 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.
3. Owners who have violated the governing documents should pay fines pursuant to the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration"), its Bylaws and Nevada Revised Statutes 116, Sections 116.3115 through 116.31168 inclusive and 116.3118.
4. Upon its effective date, this Policy replaces all previously adopted collection and fine policies and procedures.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Woodland Village adopts the following Collection Policy and Fine Policy ("Policy") as of Sept. 19, 2019. The policies and procedures set forth herein and the charges set forth on the Schedule of Collection Fees and Costs attached shall become effective thirty (30) days after the date this Policy is first mailed to the Members. It shall remain in effect unless it is modified.

The Board establishes the Association's fiscal year, January 1 through December 31, as the Regular Assessment period. Quarterly payments of regular assessments are due on the first day of January, April, July and October.

1. **Assessment due dates.** The regular or annual assessment is due and payable in four (4) equal quarterly installments. Special, reserve or individual assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment. Assessments shall be delinquent if not paid within fifteen (15) days.

The Association will give the owners notice of the annual assessment each year. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice or by electronic mail if written instruction has been given by the owner. It is the responsibility of each owner to advise the Association of any address changes in writing. The Board of Directors may elect to provide additional periodic statements of account, but lack of such statements does not relieve the owners of the obligation to pay assessments. If payment is not received when due, the assessment includes any late charges, interest, collection fees, collection costs, attorney's fees and costs.

2. **Creation of Lien and Personal Obligation of Owner.** Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. In addition, the Assessment is also a charge or lien upon the Owner's Lot. Recordation of the Declaration constitutes record notice and perfection of the Association's lien. No further recordation of any claim or lien for any unpaid Assessment is required. See NRS 116.3116(9). However, pursuant to this Policy, the Association may record a notice of delinquent assessment and claim of lien for unpaid Assessments and related charges.

3. **No Exemption.** No Owner may exempt himself or herself from liability for Assessments by non-use of Common Elements or abandonment of his or her Lot.

4. **Late Charges and Interest.** When an installment payment of any assessment becomes delinquent, the owner's account may be assessed a late charge of \$25.00, and such charge(s) shall be part of the assessment and lien. Subject to any limitations imposed by the Nevada Servicemembers Civil Relief Act, as defined in

Paragraph 8 below, and the Nevada Civil Relief Act, as defined in Paragraph 6 below, any assessment payment that is sixty (60) days or more past due bears interest at the legal rate allowed, such interest to be part of the assessment and the lien. The current legal interest allowed is 2% above the Nevada prime rate as published January 1<sup>st</sup> and July 1<sup>st</sup> by the Commissioner of Financial Institutions.

5. **Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, an administrative charge of \$20.00 shall be imposed. The owner shall be responsible for any other charges imposed by the bank or financial institution. The Board may immediately proceed with the collection process if the amount of the dishonored check is not 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.

6. **Dispute of Charges.** If the owner questions the accuracy of the calculation of an account or the amount charged to the account, a written objection to the specific charges must be received by the Board within thirty (30) days of the date notice of the charge or balance is sent. A telephone call will not reserve any rights. The disputed amount may remain unpaid during the investigation, but the undisputed portion of the account must be paid before the delinquency date in order to avoid collection charges. No action will be taken to collect the disputed amounts until completion of the investigation and the decision is provided to the owner. The owner must provide the following information in writing regarding any dispute.

- The owner's name, mailing address, and account number.
- The exact dollar amount in dispute or in error.
- For each charge or payment in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated. If an owner does not know how the error was made, that statement may be made.
- Copies of checks (both front and back), letters and other documents referred to or claimed must accompany the written objection.

7. **Servicemember or Dependent of a Servicemember.** The Association shall comply with the Nevada Servicemembers Civil Relief Act ("NSCRA"). If a unit's owner or his or her successor in interest is a servicemember or, as provided herein, a dependent of a servicemember, 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. The Association shall provide a Verification Form to each unit's owner or his or her successor in interest, which informs them that if the person is a servicemember or dependent of a servicemember, he or she may be entitled to the protections of NRS 116.311625. The Association shall give the person 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 NRS 116.311625 before the Association takes any action pursuant to NRS 116.31162(4)(a) as detailed in Section 9 below. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of NRS 116.311625 has been provided to the Association, the Association shall verify whether the person is entitled to the protections set forth in NRS 116.311625. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of NRS 116.311625 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 NRS 116.311625. 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 NRS 116.311625, as evidenced by (1) providing the unit's owner or his or her successor in interest a 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 NRS 116.311625; 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/single\\_record.xhtml](https://scra.dmdc.osd.mil/single_record.xhtml), if the information required is available to the Association, and/or [www.servicememberscivilreliefact.com](http://www.servicememberscivilreliefact.com), and/or any other website available, to comply with this provision after an account is 60 days past due. The amount of \$36.40 or other amount charged by the entity 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. Servicemember means a member of the military and dependent has the meaning ascribed to it in 50 U.S.C. Section 3911.

**8. Compliance with Nevada Civil Relief Act.** Federal, Tribal and State Workers/Contractors and Landlords ("NCRA"). In order to comply with NCRA, before the Association takes any action to pursue collection of past due obligations, the Association shall: (a) inform each Owner, or his or her successor-in-interest, that if the person is a federal, tribal or state worker or contractor or a household member or landlord of these persons, he or she may be entitled to certain protections granted by the NCRA; and (b) give the person the opportunity to provide the information necessary for the Association to verify whether the person is entitled to the protections set forth in NCRA.

If the person, a household member of the person, or the landlord of the person is entitled to the protections of NCRA, then, in the absence of a court order to the contrary, the Association shall not commence collection of any past due assessments and related charges, during a shutdown and up to ninety (90) days after the shutdown has expired. For the purposes of this provision the term "shutdown" is defined as any period of time during which there is a lapse in appropriation of federal or state agency or tribal government that continued through any unpaid payday for a federal worker, state worker, or tribal worker employed by that agency or tribal government.

**9. Delinquency Notice.** Sixty (60) days after an assessment, or any portion thereof, becomes past due, and after the Association has made a good faith effort to verify that the Owner is not entitled to the protections of NSCRA or NCRA, the Association shall mail a delinquency notice stating all amounts past due as of the date of the notice. The notice shall enclose: (1) a copy of this Collection Policy which shall constitute notice of the fees that may be assessed if the delinquency is not paid; (2) a NSCRA/ NCRA Verification Form; (3) a proposed repayment plan that the owner may pay the delinquency in equal monthly payments that will bring the account paid in full within a reasonable period of time, plus any current assessments made; and (4) notice that the owner may request a hearing with the Board to contest the past due obligation. The processing cost for preparing and mailing the Delinquency Notice to the Owner shall be charged to the Owner. If no hearing is requested and no repayment plan executed and commenced within thirty (30) days of the date of this notice, the account may be referred to legal counsel or a collection agent for collections. If the owner requests a hearing or enters into a repayment plan within thirty (30) days of the date of this notice and is unsuccessful at the hearing or fails to make a payment under the repayment plan within ten (10) days after the due date, the Association may take any lawful action pursuant to NRS 116.31162(1) to enforce its lien.

**10. Assignment of Account to Designated Attorney or Collection Agent.** If within thirty (30) days after the Delinquency Notice is mailed, the Owner has not: (a) paid the past due obligation in full, (b) signed and returned the payment plan, (c) submitted a written request for a hearing, or (d) notified the Association that the Owner or a dependent of the Owner is or may be entitled to protection under NSCRA or NCRA, then the Association may turn the account over to the Association's Designated Attorney or Collection Agent for enforcement which may include recording a Notice of Delinquent Assessment and Claim of Lien, and thereafter, foreclosing on the lien. *See* NRS 116.31162 et. Seq. At the time that an account is delivered to the

Association's Designated Attorney or Collection Agent, the Association shall add an account audit fee of not more than \$200.00 to the Owner's account, the amount of which is consistent with Nevada law.

**11. Collection Costs Are Recoverable and Are Part of the Assessment and Lien.** The Association is entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters or notices; (ii) legal expenses incurred; (iii) costs of collection; (iv) recording costs; (v) costs incurred with title companies or foreclosure service providers; (vi) management company fees; (vii) costs to perform a search to verify whether the unit's owner is entitled to the protections of NRS 116.311625; and (viii) any other costs of collection identified in NRS 116.310313. All such costs shall be part of the assessment and lien. Examples of such costs that may be incurred are set forth on the Schedule of Collection Costs attached hereto. Collection costs are recoverable as part of the super-priority lien as provided in NRS 116.3116.

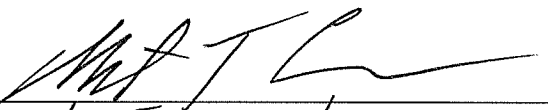
**12. Notice of Delinquent Assessment and Claim of Lien.** The Association has a lien for any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, collection cost, attorney's fee or cost that is imposed against a homeowner. The recording of the CC&Rs constitutes record notice and perfection of the Association's lien that shall include any and all sums due including but not limited to any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, attorney's fee or cost. No further recordation of any claim of lien is required. If payment for all sums that are then delinquent is not made, the Association, or its agent, may record a Notice of Delinquent Assessment and Claim of Lien. This step in the non-judicial foreclosure process shall not be commenced before the expiration of time periods set forth in NRS 116.31162(4).


**13. Non-Judicial or Judicial Foreclosure.** If the account remains delinquent, any action may be taken to proceed with or complete a non-judicial or judicial foreclosure as provided by Nevada law. A lien for unpaid assessments is extinguished unless a notice of default and election to sell is recorded as required by NRS 116.31162(1)(b) or judicial proceedings are instituted within three (3) years after the assessment became due.

**14. Application of Payments and Partial Payments.** Payments shall be applied to the oldest balance owing unless otherwise specified in writing by the owner. Payments for assessments may not be applied to fines unless authorized by the owner. Partial payments will be accepted and applied. However, absent a written and approved payment plan, there is no obligation to stop any collection or foreclosure if a partial payment is tendered.

**15. Payment of Fines for Non-Compliance.** Owners shall be responsible to pay all fines, as the same may be levied from time to time by the Board, pursuant to the powers of the Board granted in the governing documents and subject to the provisions of NRS Chapter 116. Fines may vary depending upon the infraction and fines shall be determined on the basis of the severity of the violation. The owner shall be provided with notice of the fine to be imposed prior to any hearing or the levying of any fine. If the owner fails to pay a fine within thirty (30) days of notice, the Association may record a notice of violation and claim of lien against the owner's property and the Association has the right to charge any amount allowed by law to collect unpaid fines from the owner. There is no cumulative limit to the amount of a continuing violation fine. Notwithstanding anything herein to the contrary, there shall be no dollar limit on the amount of any initial fine for each and every separate violation of any provision of the governing documents which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of the Association. Any initial health, safety, welfare fine amount will be determined commensurate with the severity of the violation, in the Board's discretion. The Association does not have the right to foreclose on a lien for fines, unless such fines were for a health, safety, or welfare violation or for a construction penalty. The Association may avail itself of other remedies allowed by law to collect the assessment made for a fine. This includes but is not limited to commencement of an action pursuant to Chapter 38 of the Nevada Revised Statutes.

16. **Bad Debt.** The Board must approve the write-off of bad debt.
17. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect any past due obligation and related costs and charges, including but not limited to bringing an action under Chapter 38, in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy as allowed by law.
18. **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of this Policy shall remain in full force and effect.

By:   
Robert Corrado, President

Attested by:   
Katie Bachard, Secretary

**LEACH KERN GRUCHOW ANDERSON SONG**  
**2019 LIEN/FORECLOSURE FEE SCHEDULE<sup>1</sup>**

1. <u>NRS 116.31162(4) sixty (60) day Payment Plan/Fee Disclosure Letter</u>	\$150.00
2. <u>Attorney Demand Letter</u> (provided on LKG letterhead)	\$150.00
3. <u>Intent to Notice of Delinquent Assessment Lien</u>	\$150.00
4. <u>Notice of Delinquent Assessment Lien</u> (preparation and recordation of lien and all statutorily required mailings) <ul style="list-style-type: none"> <li>• <u>Release of Notice of Delinquent Assessment Lien</u> (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from Client, recordation of document, and providing recorded copies to Client and HO]</li> </ul>	\$325.00 <sup>2</sup>  \$30.00
5. <u>Intent to Notice of Default Letter</u>	\$90.00
6. <u>Notice of Default</u> (preparation and recordation of NOD and all statutorily required mailings) <ul style="list-style-type: none"> <li>• Trustee’s Sale Guarantee (at actual cost charged by title company – the cost is based on the amount of the lien)</li> <li>• <u>Rescission of NOD</u> (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from Client, recordation of document, and providing recorded copies to Client and HO]</li> </ul>	\$400.00  At actual cost charged by title company  \$30.00
7. <u>Intent to Notice of Sale Letter</u>	\$90.00
8. <u>Foreclosure Sale</u> – includes: <ul style="list-style-type: none"> <li>• Notice of Sale</li> <li>• Publication &amp; Posting Costs</li> <li>• Conduct Sale</li> <li>• Transfer Deed</li> </ul>	At fee rates provided in NAC 116.470, including subsections (e)-(i), (s)-(t).
9. <u>Payoff Demand(s)/Escrow Demand(s)</u>	\$150.00

<sup>1</sup> Each line item amount is the fee for that task. Pursuant to NAC 116.470(3), actual costs incurred in performing each line item task are in addition to the fee for each task.

<sup>2</sup> Violation Lien(s) may be filed in accordance with NRS Chapter 116.

<ul style="list-style-type: none"> <li>• <u>Check Letter</u></li> </ul>	\$50.00
10. <u>Expediting Fee</u> (Payoff requested within 3 days)	\$100.00
11. <u>Repayment Agreement(s)</u> – Between Owner(s) and Association	
<ul style="list-style-type: none"> <li>• Set-up Fee</li> </ul>	\$30.00
<ul style="list-style-type: none"> <li>• Payment Plan Breach Letter</li> </ul>	\$25.00
<ul style="list-style-type: none"> <li>• Intent to Notice NOD or NOS</li> </ul>	\$90.00
<ul style="list-style-type: none"> <li>• Check Letter</li> </ul>	\$7.38
12. <u>Mailing Fee Per Piece</u> – Intent to Lien Letter, Demand Letter, Notice of Delinquent Assessment Lien, Notice of Default	\$2.00 per piece
13. Insufficient Funds Fee (NAC 116.470(2)(p))	\$20.00 + third party costs (NAC 116.470(3))
14. Paralegal Services performed @ Hourly Rate (NAC 116.470(4)(b))	\$120.00-\$165.00
15. All other attorney services performed @ Hourly Rate (NAC 116.470(4)(b))	Partner \$300.00-\$350.00 Associates \$185.00-\$300.00
16. Copy/Facsimile Charges	\$.20/page
17. Postage Charges	At cost of postage
18. Certified Mail Charges	At cost of certified mailer
19. Recording Fees	At cost charged by Recorder's Office
20. Pacer Charges	At cost charged by Courts (CM/ECF)
21. Servicemembers Civil Relief Act Central Verification Service	At cost charged by third party
22. Other Third Party Costs	At cost charged by third party

**NEVADA SERVICEMEMBERS CIVIL RELIEF ACT ELIGIBILITY VERIFICATION  
AND NEVADA CIVIL RELIEF ACT: FEDERAL, TRIBAL AND STATE WORKERS**

Woodland Village

c/o EBMC at 5011 Meadowood May Way, Suite 200 Reno, NV 89502

Unit Owner's Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Mailing Address, if Different: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Nevada Servicemembers Civil Relief Act ("NSCRA")

Servicemember's Name: \_\_\_\_\_

Servicemember's Date of Birth: \_\_\_\_\_

I am eligible for protection under the NSCRA because I am:

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;

A dependent of such a servicemember. If I am a dependent, I am the:

Spouse;  Child, as defined in 38 USC 101(4);

Individual for whom the servicemember provided more than one-half my support in the 180 days immediately preceding the application for relief.

I attest by my signature below that I, as the servicemember, am providing my own personal identifying information in order to avail myself and/or my dependents of the protections of the NSCRA or, if I am the dependent of the servicemember, that the servicemember has authorized me to provide the servicemember's personal identifying information for this purpose.

I further agree that (1) upon request, I will provide additional information to the Association which may be required to verify entitlement to protections under the NSCRA; (2) the Association will use this information to verify eligibility both initially and periodically thereafter; and (3) when my or my dependents eligibility for NSCRA protections expires, I will notify the Association within fourteen (14) days.

Nevada Civil Relief Act: Federal, State and Tribal Workers/Contractors and Landlords ("NCRA")

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

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

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

I am eligible for protection under the Nevada Civil Relief Act because I am:

A federal worker/contractor  A tribal worker/contractor  A state worker/contractor

A household member (i.e. a person related by blood, marriage, adoption or other legal process and currently residing with the federal, tribal or state worker/contractor)

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

I attest by my signature below that I am a federal, tribal or state worker/contractor, a household member or a landlord of such worker. I further agree that, upon request, I will provide additional information to the Association which may be required to verify: (1) the employment of the federal, tribal or state worker/contractor, and (2) eligibility for the protections afforded to such persons in Nevada. The Association may use this information to verify eligibility. When my eligibility expires, I will notify the Association within fifteen (15) days.

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

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



**WOODLAND VILLAGE  
BOARD OF DIRECTORS RESOLUTION  
RE: FINE AND ENFORCEMENT POLICY**

Woodland Village (“Association”) is a Nevada nonprofit corporation governed by the laws of the State of Nevada, including Nevada Revised Statutes (“NRS”) 116.

NRS 116.3102 provides that an association may regulate the use of the common elements and impose fines for violations of its Governing Documents provided that it complies with the requirements of NRS 116.31031.

NRS 116.31031 provides for due process prior to the imposition of fines.

NOW, THEREFORE, the Association, acting by and through its Board of Directors (“Board”), hereby adopts the following policies and procedures for the enforcement of its Governing Documents:

**A. General**

1. Capitalized terms have the same meaning as provided in the Declaration and any amendments thereto. Governing Documents shall mean all documents that govern the operation of the Association, including but not limited to the Declaration of the Association and any other rules, policies, resolutions, etc. adopted by the Board.
2. If a violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents (“HSW Violation”), the amount of the fine must be commensurate with the severity of the violation and must be determined by the Board in accordance with the Governing Documents and NAC 116. If the violation does not constitute a HSW Violation, the Board may impose a fine of up to \$100 per violation or a total amount of \$1,000 per hearing. The limitations on the amount of the fine do not apply to the amount of continuing fines which may accrue if the violation remains uncured and thus subject to continuing violation fines or to any charges or costs that may be collected if the fine becomes past due.
3. Owners are responsible for their own conduct and the conduct of their invitees, tenants, guests, family members (collectively “Invitees”) and may be fined or have their membership privileges suspended for their own violations as well as violations committed by their Invitees. An Owner may be found responsible for an Invitee’s conduct if the Owner:
  - a. Participated in or authorized the violation;
  - b. Had prior notice of the violation based on a violation notice; or
  - c. Had an opportunity to stop the violation and failed to do so.

The requirements of subsections (a)-(c) do not apply to a HSW violation.

4. The Association's covenants and rules pertain to the regulation, maintenance and use of the Common Area and prohibitive and mandatory use restrictions and obligations on the Owners and the Lots. To the extent that the alleged violation relates to a physical condition or an act or a failure to act of which it is possible to obtain a photograph, notices sent to Owners pursuant to this policy shall be accompanied by a photograph as required by NRS 116.31031.
5. Persons observing a possible violation should make a prompt written report to the Association's community manager specifying the date, time and location, the identity of the persons involved (if known), the Lot with which the alleged violators are associated, and a description of the alleged violation. A photograph of the alleged violation may also be submitted. Whenever possible, the community manager will independently verify the alleged violation and this independent verification will be used as the basis for any enforcement action. However, if the alleged violation is transitory in nature and not of a kind which can be later, independently verified, then the Association cannot guarantee the confidentiality of the person making the complaint.

## **B. Procedure**

1. Violation Notice. Upon receipt of a written complaint of an alleged violation or upon its own observation or the observation of a Board member or inspector or community manager, the community manager shall send a written notice to cure an alleged violation, without the imposition of a fine, to the Owner and, if different, the person responsible for curing the alleged violation ("Violation Notice"). The Violation Notice shall:
  - a. Specify in detail the alleged violation;
  - b. Provide a clear and detailed photograph of the alleged violation, if the alleged violation relates to a physical condition or an act or a failure to act of which it is possible to obtain a photograph;
  - c. Include the applicable provisions of the Governing Documents that form the basis of the alleged violation;
  - d. Specify the proposed action to cure the alleged violation; and
  - e. Specify a reasonable time frame to cure the alleged violation before the Association takes further enforcement action.
2. Exemptions From Violation Notice. Alleged HSW violations or emergencies are exempt from the requirement to first provide a Violation Notice. Alleged HSW violators or violators creating an emergency may be called directly to a hearing before the Board and, depending on the severity or urgency of the alleged violation, the hearing may be scheduled on a shortened time frame.
3. Hearing Notice. If the alleged violation is not cured within the time frame specified in the Violation Notice or if the alleged violation is deemed a HSW violation, then the community manager shall send a written notice to cure an alleged violation, with the imposition of fines and/or other sanctions, to the Owner, and if different to the person

responsible for curing the alleged violation calling these persons to a hearing before the Board (“Hearing Notice”). The Hearing Notice shall:

- a. Specify in detail the alleged violation;
- b. Provide a clear and detailed photograph of the alleged violation, if the alleged violation relates to a physical condition or an act or a failure to act of which it is possible to obtain a photograph;
- c. Include the applicable provisions of the Governing Documents that form the basis of the alleged violation;
- d. Specify the proposed action to cure the alleged violation; and
- e. Provide a reasonable time to cure the alleged violation or to contest the alleged violation at the hearing. The Board must schedule the date, time and location for the hearing so that the Owner and, if different, the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.

The Hearing Notice must be delivered to the Lot address and, if different, to a mailing address specified by the Owner.

4. Due Process. The Board will hold a hearing on the alleged violation in executive session unless the Owner and the person responsible for curing the violation, if different, (collectively, “Alleged Violator”) make a written request for an open hearing pursuant to NRS 116.31085(4). A Board member who is delinquent in their assessments shall not participate in any hearing or cast any vote relating to imposing a fine. If a Board member participates in a hearing when delinquent in paying their assessments, any action taken at the hearing is void and their vote is void. *See* NRS 116.31031(9).

The Alleged Violator may attend the hearing in person, via video-conference or telephonically if the Association conducts meetings using this technology, or through a representative. The Alleged Violator has the right to attend all portions of the hearing except the deliberations of the Board. At the hearing, the Alleged Violator may call any witnesses who will agree to attend and testify on their behalf; however, the Board does not have the authority to compel persons to attend or testify as witnesses. The Alleged Violator may present evidence or make any statement relating to the violation(s). The Alleged Violator may also present any evidence related to any conflict of interest of any Board member or compliance committee member (if the Board has appointed such a committee). The Board has the right to limit the time of such hearings and may also limit the time in which any evidence may be presented.

If the Alleged Violator chooses not to attend, they may submit any additional information for the Board’s consideration by delivering it to the attention of the community manager prior to the hearing. The Alleged Violator may appear with legal counsel at their sole expense; however, notice must be given to the community manager at least two (2) business days in advance of the hearing so that the Association may have its legal counsel present as well, at the Board’s discretion.

Whether or not the Alleged Violator or a representative attend the hearing or submit information for the Board's consideration, the Board will make a determination based on the available facts unless the Alleged Violator executes a written waiver of the right to a hearing or cures the violation prior to the scheduled hearing. If at the hearing, the Board finds that the violation(s) exists, any sanction, initial fine, common expense incurred as a result of the violation or monetary penalty may be applicable immediately and due on a date established by the Board. At the hearing, the Board may suspend membership privileges to vote or use the Common Elements for a reasonable time and/or for so long as the violation remains uncured.

If the Board finds that the Association incurred Common Expenses due to the willful misconduct or gross negligence of the Alleged Violator, the Board may levy those Common Expenses against the Owner pursuant to NRS 116.3115(6).

The Board shall mail a hearing outcome letter to the Owner and, if different, the person responsible for the violation, within a reasonable time following the hearing.

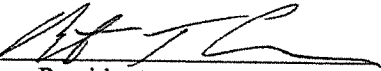
5. Other Sanction/Alternative Remedies. In the event that the violation is not cured within a reasonable time as outlined in the hearing outcome letter, the Board may impose sanctions, which include, but are not limited to, the following:
  - a. If the violation(s) is not cured within 14 days or any longer period established by the Board in the hearing outcome letter, it may levy an additional fine, in an amount that does not exceed the original fine, for each 7-day period or portion thereof that the violation remains uncured without further notice or opportunity to be heard ("Continuing Violation"). See NRS 116.31031(7). The period to cure a violation before it becomes a Continuing Violation shall be deemed not to commence until the date on which the hearing outcome letter is provided to the Owner or, if different, the person sanctioned for the violation.
  - b. The Association may also bring an action for damages as well as an action to enjoin any violation of the Declaration. If it prevails in any civil action, the Association will be entitled to reasonable attorney's fees and court costs. See NRS 116.4117(6).
  - c. If any assessments or fines are not timely paid, the Association may record a lien against the Lot. The Association may foreclose its lien for unpaid assessments and for unpaid HSW violations or any abatement lien assessed in accordance with NRS 116.310312. See NRS 116.3116 through 116.31168.
6. Discretion of the Board. The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for a violation of the Governing Documents including whether to compromise any claim for unpaid assessments or other claim made by or against it. The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:
  - a. The Association's legal position does not justify taking any or further enforcement action;

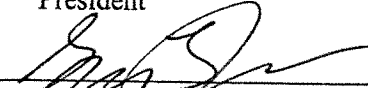
- b. The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with current law;
- c. Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- d. It is not in the Association's best interests to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action.

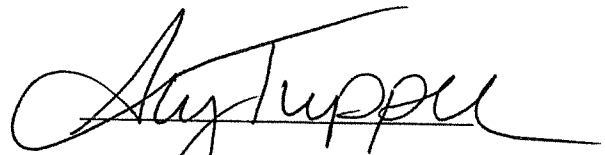
Adopted at the Board of Directors meeting held on September 20, 2022.

**WOODLAND VILLAGE**

By:   
Its: President

By:   
Its: Secretary

The undersigned certifies that a copy of this policy was delivered to all Owners of record on October 31, 2022 via email or US mail. Additionally, the undersigned certifies this policy has been added to the Association's governing documents and will be supplied as part of future resale packages.

  
Signature