

Date: 10/25/24
WOODLAND VILLAGE ASSOCIATION
2025 BUDGET RATIFICATION MEETING
NOVEMBER 12, 2024 AT 5PM

LOCATION: Associa Sierra North - 10509 Professional Circle, Reno NV 89521 or
VIA ZOOM – <https://us06web.zoom.us/j/87233218961?pwd=M4K6M18P3GLYZIACXEL0BSRRZW2GR0.1>
DIAL-IN AT +1 669 900 6833, MEETING ID: 872 3321 8961, PASSCODE: 455707

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. 2024 Budget Ratification Meeting Minutes – Review and Approve
4. Ratify 2025 Operating and Reserve Budgets:
The Board of Directors adopted the enclosed proposed budgets for 2025 on September 24th, 2024. The enclosed 2025 Budgets were prepared with all unit owners paying an equal \$132.00 per quarter, per lot.

The 2025 budget includes a \$9.00 per unit per quarter assessment increase from \$123.00 to \$132.00 or if you receive a utility credit from \$120.50 to \$129.50. There is no special assessment.

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 66-2/3% 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 2025 Budget Summaries – Operating and Reserve;
- 2023 Budget Ratification Minutes
- Reserve Study component list showing the current estimated replacement cost, remaining life and useful life of each major component of the common elements. Note that a copy of the full Reserve Study is posted on www.woodlandvillage.net and is available upon request from Associa Sierra North;
- Association's Collection Policy with Fee Schedule;
- Violation and Fine Policy

Statements will be mailed out if you. Owners signed up on the auto debit program will not receive coupons, as the payments are automatic. If you are interested in signing up for the auto debit program, please contact Associa Sierra North to obtain an Electronic Assessment Payment form. Payments are due on the 1st of each quarter (January 1, April 1, July 1 & Oct 1). Payments must be payable to Woodland Village and sent to the Association's bank lock box address on the coupon: P.O. Box 63515, Phoenix, AZ 85082-3515. To avoid a late fee of \$25.00, please make sure that assessments are paid by the 15th of the month in the quarter in which it is due. Please allow enough time for mail delivery, postmark is not accepted. If you are set up on bill pay with your bank, please be sure your assessment amount (\$132 or \$129.50 depending on your unit) and payment mailing address information is updated.

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.

Board Approval: 09/24/24

Owner Ratification: 11/12/24

Assessments: \$132.00 a quarter
or \$129.50 a quarter with utility
credit

Budget Summary Report
Woodland Village
Dept: 257 - Operating
2025 Budget

	<u>2025 Budget</u>
Assessment Income	
4000 - Residential Assessments	1,063,350.00 *
Total Assessment Income	1,063,350.00
User Fee Income	
4266 - Transfer Processing Fee	2,900.00
Total User Fee Income	2,900.00
Collections Income	
4700 - Collection Processing Fees	6,000.00
4705 - NSF Service Fees	750.00
4710 - Late Fees & Interest	30,000.00
4720 - Legal Reimbursements	100,000.00
Total Collections Income	136,750.00
Other Income	
4805 - Compliance Fees	5,000.00
4810 - Compliance Fines	30,000.00
Total Other Income	35,000.00
Investment Income	
4900 - Interest Earned - Operating Accounts	8,480.00
Total Investment Income	8,480.00
Total Operating Income	1,246,480.00
Administrative	
5010 - Bad Debt	12,500.00
5015 - Bank Charges	750.00
5025 - Collection Charges	6,000.00
5090 - Paper/Envelopes/Postage	35,000.00
5100 - Records Storage	13,500.00
5115 - Web Site Maintenance	750.00
5196 - Miscellaneous Admin Expenses	600.00
Total Administrative	69,100.00
Communications	
5200 - Community Events	2,000.00
Total Communications	2,000.00
Payroll & Benefits	
5300 - Salaries	125,000.00
Total Payroll & Benefits	125,000.00
Insurance	
5445 - General Liability Insurance Premiums	34,000.00
Total Insurance	34,000.00
Utilities	
6000 - Electric/Gas Service	9,750.00
6025 - Water Service	55,000.00
6035 - Trash and Recycling Service	512.00
Total Utilities	65,262.00

**Budget Summary Report
Woodland Village
Dept: 257 - Operating
2025 Budget**

	2025 Budget
Landscaping	
6100 - Grounds & Landscaping - Contract	202,463.00
6110 - Landscape Repair & Maintenance	23,300.00
Total Landscaping	225,763.00
Operations	
6300 - Permits & Licenses	9,100.00
6310 - Backflow Device Inspection	2,400.00
Total Operations	11,500.00
Contracted Services	
6440 - Safety & Security	92,200.00
Total Contracted Services	92,200.00
Repair & Maintenance	
6560 - Fence Repair & Maintenance	60,000.00
6600 - General Repair & Maintenance	20,000.00
6750 - Snow Removal & Supplies	5,000.00
6775 - Vehicle Gas & Maintenance	1,250.00
Total Repair & Maintenance	86,250.00
Professional Services	
7000 - Audit & Tax Services	4,950.00
7020 - Legal Services	25,000.00
7025 - Legal Services - Collections	100,000.00
7040 - Management Fees	181,000.00
7095 - Other Professional Services	2,000.00
Total Professional Services	312,950.00
Other Expenses	
9105 - Reserve Contribution Expense	210,335.00
Total Other Expenses	210,335.00
Total Operating Expense	1,234,360.00
Operating Funds	
1001 - FCB Mule Fund #0359	12,120.00
Total Operating Funds	12,120.00
Total Operating Assets	12,120.00
Total Operating Net Income / (Loss)	0.00

*There will be a \$3.00 a month/\$9.00 a quarter increase to assessments.

**Budget Summary Report
Woodland Village
Dept: RESERVE - Reserve
2025 Budget**

	2025 Budget
Investment Income	
4905 - Reserve Contribution Income	210,335.00
Total Investment Income	210,335.00
Total Reserve Income	210,335.00
 Reserve Expenses	
9852 - Fences, Gates & Walls Expenses	15,481.00
9884 - Irrigation Expenses	5,682.00
9886 - Landscape Expenses	31,853.00
9935 - Reserve Study Expenses	1,062.00
9964 - General Expenses	265.00
Total Reserve Expenses	54,343.00
Total Reserve Expense	54,343.00

Woodland Village
RESERVE BUDGET SUMMARY
January 01, 2024 thru December 31, 2024
Board Approved: 09/24/24; Member Ratification: 11/12/24

	2024 Budget
Estimated Beginning Balance 01/31/2024	866,807
Income	
Additions to Reserves	210,360 Note 1
Interest	1,344
Other	0
Total Income	211,704
Annual Reserve Expenses per Study:	189,133
Est. Ending Balance 12/31/24	889,377
Reserve Study Ending Balance 12/31/24	788,842 Note 2

Note 1: The reserve contribution is \$111.00 per lot per month as suggested from the Board approved reserve study of 10/02/23

Note 2: The Woodland Village Reserve Study of Cash Flow Analysis calls for a reserve fund balance of \$788,842.00 at 12/31/24

Note 3: There are no special assessments to fund the reserve account at this time

Note 4: The Reserve study was prepared by Resource1 Consultants
Qualifications of Reserve Study Preparer: State of Nevada Reserve Specialist RSS.0000002
Method for preparing study: Full Funding

Note 5: The complete Reserve Study is available to Owners on www.woodlandvillage.net. Or upon request to the management office (copy charges and postage, if applicable, will be charged). Note: A report including the current estimated replacement cost, estimated remaining life and estimated useful life of each major component of the common elements is included as part of this budget per NRS 116.31151.

**WOODLAND VILLAGE
BUDGET RATIFICATION MEETING MINUTES
NOVEMBER 28TH, 2023**

Call to Order/Determination of Quorum:

The Budget Ratification meeting of Woodland was called to order on November 28, 2023 at 5:30PM by Robert Corrado, President. The meeting was held via Zoom **and** in person at 10509 Professional Circle, Suite #200, Reno NV. The Operating & Reserve Budgets were sent to all owners with notice of the meeting and Zoom invite instructions on November 13th, 2023.

A quorum of members was not established but was not required to hold the Budget Ratification Meeting. Those present were as follows:

Board Members Present:	Robert Corrado	President
	Mark Wilson	Vice President
	Greg Johnson	Secretary
	Robert Lissner	Treasurer
	Rebecca Marko	Director
Others Present:	Amy Tupper	Community Manager Associa Sierra
Owners Present:	None	

HOMEOWNER COMMENTS:

No homeowner present

MINUTES:

There was a review and approval of the prior year's November 15th, 2022 Budget Ratification Meeting Minutes. Per NRS 116.3108 (10), a quorum is not required to be present when the units' owners approve the minutes.

MOTION: R. Corrado moved to approve the Budget Ratification Members Meeting Minutes from November 15, 2022. R. Marko seconded, No discussion/Discussion details, motion carried unanimously.

RATIFICATION OF THE JANUARY 1, 2024 – DECEMBER 31, 2024 OPERATING & RESERVE BUDGETS - The 2024 budgets were approved by the board on 11/10/24 with no change to the annual assessment of \$123.00 a quarter.

Per NRS 116.31151 (3), Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration (CCRs), reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present. Per Woodland Village CCRs Section 6.4.4. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present.

ACTION: In the absence of sixty-six and two-thirds (66-2/3%) of the unit owners to reject the proposed budget, the 2024 Operating and Reserve Budgets were formally ratified at this meeting.

Adjournment:

The meeting adjourned at 5:37 PM.

Respectfully Submitted,
Associa Sierra North
Agent for Woodland Village
Amy Tupper - Community Manager

Approved:

Woodland Village Board Representative



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 ¹	\$846,149
Annual Inflation Rate	3.00%
Tax Rate on Reserve Interest ²	30.00%
Minimum Reserve Account Balance	\$0
Assessment Change Period	5 Years
Annual Operating Budget	\$0

¹ See "Financial Condition of Association" in this report.

² 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, ABATEMENT, FINE, & OBLIGATION COLLECTION POLICY

#24-01CP)

The collection of assessments is important to the Association because assessments are the source of payment for all Association obligations. Owners who fail to timely pay their assessments cause all other owners to bear the delinquent owner's share of the Association's financial obligations. Therefore, in compliance with Nevada law and the Association's governing documents, the following policies and procedures apply to the collection of delinquent assessments and other obligations at the Association.

- 1. Assessment Payment Obligation & Due Dates [NRS 116.3115, 116.3116; CC&Rs §§ 5.1.2, 6.1-6.16, Bylaw § 6.02]:** Each Owner, by acceptance of a deed or other conveyance thereof, to a Unit, whether or not expressed in such deed, is deemed to covenant and agree to pay Association all assessments against their Unit. All such assessments and fees, together with interest, costs, attorney's fees, and other sums related to collection of such assessments, shall be a charge and lien on the Unit against which such assessments is made and a personal obligation of the Owner. The regular/common assessment is payable in four quarterly installments. Each installment is due on the first day of the quarter for which it is due in the amount specified on the annual budget and/or notice of assessment issued for the calendar year. Special or other 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 or other assessment for the members for approval. Pursuant to NRS 116.3115(2)(b), reserve assessments do not require membership approval. The Board establishes the Association's fiscal year, January 1 to December 31, as the regular assessment period.
- 2. Notice of Address Change [CC&Rs § 5.1.2, 11.5; Bylaws § 6.02(a)]:** It is the responsibility of each owner to advise the Association of any mailing address changes in writing. The Association may provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the Owner of the obligation to pay assessments. *Note: Address changes must be submitted on the forms provided by Association management by the person legally authorized to control the Unit; merely sending an e-mail or other communication is not sufficient notice to the Association.*
- 3. Late Fees/Charges [NRS 116.3102(1)(k); CC&Rs § 6.11]:** When an installment payment of an assessment is fifteen (15) days past due, the owner shall be charged a late fee/charge of \$25.00.
- 4. Interest [NRS 116.3115(3); CC&Rs §§ 6.2, 6.11]:** Any past due assessment for common expenses or installment thereof that is 60 days or more past due bears interest at the rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial

Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2%. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied. Such rate shall not exceed 18% per year.

5. **Fines [NRS 116.31031, 116.3116; CC&Rs §§ 3.6, 5.1.2, 5.1.3, 6.7; Bylaw § 6.02(a):** When fines for non-health, safety or welfare violations total \$1,000 or more, and remain delinquent subsequent to the 60 Day Delinquency Notice, procedures for collection of the same shall be done in accordance with the collection procedures set forth herein with respect to imposing a lien. Where fines involve health, safety, or welfare violations then they shall be collected and subject to foreclosure as set forth herein and in NRS 116.31031.

6. **Federal & Nevada Servicemembers Civil Relief Act [50 U.S.C. § 3901 (SCRA); NRS 116.311625]:** Prior to sending the statutory pre-collection (60 day) notice, the Association shall provide notice that if a unit's owner or his or her successor in interest is a servicemember or a dependent of a servicemember the Association shall not initiate a foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment or for a period of one (1) year immediately following the end of such active duty or deployment. Further, the Association shall provide such persons with an opportunity to provide servicemember verification information (name, birthdate, social security number) to the Association to confirm qualifying status under NRS 116.311625 and the Association shall verify the same. ***Said notice is hereby given through this policy.*** The Association may, but is not obligated to, provide additional/reminder notices of these rights through additional communications, including, but not limited to, including such reminder notices in the statutory pre-collection (60 day) notice, membership mailers, resale packages, annual mailers, individual mailer and/or blanket notices.

7. **Nevada Federal, Tribal, and State Workers Civil Relief Act [NRS 116.311627]:** Prior to sending the statutory pre-collection (60 day) notice, the Association shall provide notice that if a unit's owner or his or her successor in interest is a federal worker, tribal worker, or state worker, or, upon application to the court by the applicable individual, a household member or landlord of a federal worker, tribal worker, or state worker who is determined by the court to be entitled to the same protections, the Association shall not initiate a foreclosure of a lien by sale during any period that the federal worker, tribal worker, or state worker, or applicable individual as entitled by the court, during the period on which a "shutdown" (any period in which there is a lapse in appropriations for a federal or state agency or tribal government that continues through any unpaid payday for a federal worker, state worker or tribal worker employed by that agency or tribal government) begins and ending on the date that is 9- days after the date on which the shutdown ends. Further, the Association shall inform such persons of their opportunity to provide verification information to the Association to verify entitlement to protections under NRS 116.311627 and Association shall verify the same. ***Said notice is hereby given through this policy.*** Association may, but is not obligated to, provide additional/reminder notices of these rights through additional communications including, but

not limited to, including such reminder notices in the statutory pre-collection (60 day) notice, membership mailers, resale packages, annual mailers, individual mailer and/or blanket notices.

8. **60 Day Delinquency Notice/Statutory Pre-Collection Notice [NRS 116.31162; CC&Rs § 5.1.2; Bylaw § 6.02(a)]:** Not earlier than sixty (60) days after an assessment, charge, fine, or any portion thereof, or any other obligation has become due, the Association shall mail to the address on file for the unit's Owner: (a) a schedule of fees that may be charged if the unit's Owner fails to pay the past due obligation; (b) a proposed repayment 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.

9. **Right and Procedure to Contest Past Due Obligation(s) at a Hearing before the Executive Board [NRS 116.31162; CC&Rs § 5.1.2; Bylaws § 6.02(a)]:** Unit Owners have the right to contest any past due obligation(s) at a hearing before the executive board by properly submitting a request within thirty (30) days of the date of the 60 Day Delinquency Notice/Statutory Pre-Collection Notice is mailed to the Unit Owner. The procedure for requesting a hearing pursuant to the 60 Day Delinquency Notice/Statutory Pre-Collection Notice is as follows: (1) send a written request, (2) sent via certified mail or process server, (3) Notice/Statutory Pre-Collection Notice; (4) with the following statement in **12pt type** as the first line in the writing "**Request for Hearing to Contest Past Due Obligation(s) for Unit [address of your unit here] owned by [your name here]**," (5) followed by a short statement setting forth your basis for contesting the obligation (ex: amount was already paid, etc.), (6) include documents supporting your basis for contesting the obligation (ex: cancelled checks deposited by the Association, etc.), and (7) the request must be *delivered* to the Association within thirty (30) days of the date the 60 Day Delinquency Notice/Statutory Pre-Collection Notice was mailed to the Unit Owner. ***ATTENTION: Letters that do not strictly adhere to the requirements for requesting a hearing may not be acknowledged/processed and/or otherwise will not qualify as submission of a contest to a past due obligation.*** Following timely receipt of a complaint letter contesting past due obligation(s), Unit Owner's hearing to contest amounts owed shall occur during the Association's executive session immediately preceding or following (as reflected in the meeting notice) or at the date, time and location provided to Unit Owner in a separate contest hearing notice sent to Unit Owner by Association. ***In the event Unit owner fails to attend hearing a determination may be made in absentia.*** Following the hearing, a written disposition (hearing determination) of the matter shall be sent to the Unit Owner.

10. **Transfer of Account to Attorney or Agent for Collection [NRS 116.3102, 116.31162; CC&Rs §§, 5.1.2, 6.1-6.16; Bylaws § 6.02(a)]:** If an owner remains delinquent in the payment of their assessment subsequent to Association's mailing of the Sixty (60) Day Delinquency Notice, the Association may send the Owner's account to the Association's legal counsel or licensed collection agent for the collection of delinquent assessments through: (a) non-judicial

foreclosure; (b) judicial foreclosure; (c) alternative dispute resolution; (d) court action; or € any other lawful collection method.


11. **Notice of Intent to Lien/Courtesy Notices [CC&Rs §§ 5.1.2; Bylaws § 6.02(a)]:** Thirty (30) days after the 60 Day Delinquency Notice, prior to or immediately after transferring a delinquent account to collections, the Association may, but is not obligated to, send a courtesy letter to the Unit owner informing them that their account is about to be sent to (or is in) collections and/or that thirty (30) days have passed since the mailing of the 60 Day Delinquency notice without contest or payment plan request from Unit Owner. Such a letter may be sent by the Association, its management, its attorney, or its collection agent. However, neither Nevada law, nor the Association's governing documents, require such a courtesy notice and such a notice may not be provided prior to the filing of a Notice of Delinquent Assessment Lien.
12. **Assessment Lien & Foreclosure [NRS 116.3116 *et seq.*; CC&Rs §§ 5.1.1, 5.1.3, 6.1-6.16; Bylaws § 6.02(a)]:** The Association's collection service provider (or management) shall mail to Owner and cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment for all sums that are then delinquent. A recorded Notice of Delinquent Assessment serves as notice of the lien on the delinquent Owner's unit that is subject to foreclosure. The Association has the option of pursuing foreclosure judicially or non-judicially, or seeking other remedies. If payment for all sums that are then delinquent, including the delinquent assessment, late charges, costs, and attorney's fees is not made within thirty (30) days of the mailing of the notice/lien, a Notice of Default and Election to Sell may be recorded against the Owner's unit. Thereafter, the Association may proceed with non-judicial foreclosure upon the delinquent unit pursuant to the procedures set forth in NRS 116.31162 *et seq.*
13. **Forbearance Agreement (Payment Plan) [NRS 116.31162; CC&Rs §§ 5.1.1, 6.1-6.16; Bylaws § 6.02(a)]:** Forbearance agreement requests must be submitted in writing for approval. Any agreement entered into with the Owner shall be reasonable, as determined by the Board, and for the purpose of assuring that the best interest of the Association is served. Failure of an Owner to comply with an approved payment schedule shall give the Board and/or its attorney/agent the right to continue the collection process without further notice to the Owner; however, the Association shall not take action until ten (10) days after the due date of the payment owed.
14. **Application of Payment/Partial Payments [NRS 116A.640; CC&Rs §§ 6.1-6.16 Bylaw § 6.02(a)]:** Unless otherwise directed by the Payee, assessment payments may be applied to amounts outstanding on the assessment account at the discretion of the Association and/or its agents, but assessment payments shall not be applied to any outstanding violation account. Partial payments may be applied to the amounts due, but may not halt further collection activity.

15. **Maintenance of Separate Assessment and Compliance Accounts [NRS 116.310315; CC&Rs §§ 5.1.1, 6.1-6.16; Bylaws § 6.02(a)]:** If a unit is subject to a fine, the Association shall establish a compliance account to account for the fine, which will be separate from any account established for assessments.
16. **Obligation to Pay Fees and/or Costs Related to Collecting Delinquent Assessments/Obligations, Recovery of Attorney's Fees and/or All Costs of Collection [NRS 116.3115; NRS 3116; NRS 116.310313; CC&Rs §§ 5.1.1, 6.1-6.16; Bylaw § 6.02(a)]:** If collection services are obtained, a lien filed, non-judicial foreclosure pursued, or a lawsuit or foreclosure proceeding is initiated, by the Association to recover assessments, fines or other obligations, the Association is entitled, by law, to recover not only the amount in default, plus late charges and interest, but also all costs of collection, including, but not limited to, the following: (a) attorney's fees; (b) collection company fees; (c) management costs; (d) mailing costs; (e) recording costs; (f) costs incurred with title companies or foreclosure service providers; (g) filing fees; (h) title and bankruptcy research fees; (i) postage or delivery costs; (j) investigation/audit/monitoring costs/fees; and (k) any other fee or cost incurred in the collection of delinquent assessments/obligations.
17. **Owner Must Pay Assessments During Foreclosure Mediation with Lender [NRS 116.31162; CC&R § 5.1.2; Bylaws § 6.02(a)]:** If an Owner fails to pay Association assessments that become due during foreclosure mediation with a lender, the Association may foreclose upon the unit despite the pendency of the foreclosure mediation. Further, where the foreclosure trustee records the mediation certificate the Association may foreclose, regardless of whether or not payments were made during pendency of mediation, if any amounts owed remain outstanding.
18. **Deadline to Make Payment in Full is Five (5) Days Before the Foreclosure Sale Date [NRS 116.31162]:** Owners have until five (5) days before the date of the foreclosure sale to pay the amounts outstanding against a Unit in order to avoid foreclosure. The Association does not have to accept later payments.
19. **60 Day Right of Redemption from Date of Foreclosure Sale [NRS 116.31166]:** Every Association foreclosure sale shall be subject to a right of redemption at any time within sixty (60) days after the foreclosure sale. An Owner may redeem their foreclosed Unit by paying *the purchaser* (the person/entity that purchased the Unit at the foreclosure sale) the amounts necessary to redeem the property as set forth in NRS 116.31166. Notice of redemption must be served upon the person who conducted the sale and the person from whom the unit is redeemed in the form and manner set forth in NRS 116.3116. *This policy does not constitute legal advice and Owner/Former Owner should consult with an attorney regarding redemption rights and procedures.*
20. **Incorporation by Reference of Collection and Management Related Fees and Costs [CC&R § 5.1.2; Bylaws § 6.02(a)]:** An Owner shall be responsible for any and all fees and

costs incurred or arising due to a delinquency in their account and the related necessity to pursue collection of such delinquencies and such amounts shall be secured against the applicable Unit. The fees and costs the Owner shall be obligated to pay are more specifically set forth in the attorney, collection agent, and management contracts on file in the Association's records (These contracts may, from time to time, be changed when such service providers are changed by the Association). The full and complete terms of such contracts, which are available for review to all Owners, are incorporated herein by reference upon acceptance by the Board. Under no circumstances shall the fees and costs ever exceed any limitation on fees and costs established by the Nevada Commission for Common-Interest Communities & Condominium Hotels pursuant to NRS 116.310313.

- 21. **Assessment Payments:** Timely Payments: Timely payments should be directed to the Association's management company. Delinquent Payments: Delinquent payments (or requests for payment plans) should be directed to the Association's agent from whom Unit Owner has most recently received correspondence regarding account delinquency.
- 22. **Miscellaneous [NRS 116A.630(21); NAC 116.470(4)]:** Board must approve all write-offs of debt. Community manager must provide timely updates and reports as necessary.
- 23. **Effective Date:** This policy was duly adopted by the action of the Board of Directors on April 5, 2024, and shall be effective thirty (30) days after the date of delivery to the Association's membership and shall apply to the 2024 calendar year and each year thereafter until this policy is amended, modified, or a new policy is adopted.

By:  Association President (or Vice President)

By:  Association Secretary

FEE SCHEDULE – NAC 116.470

<u>SERVICE</u>	<u>FEE</u>
NAC 116.470(2) Fees	
Demand or Intent to Lien	\$240.00
Notice of Delinquent Assessment Lien	\$520.00
Intent to Notice of Default	\$145.00
Notice of Default	\$640.00
Intent to Notice of Sale Letter	\$145.00
Notice of Sale	\$440.00
Intent to Conduct Foreclosure Sale	\$40.00
Conduct Foreclosure Sale	\$200.00
Prepare Transfer Deed	\$200.00
Trustee/Foreclosure Fee	\$240.00
Postponement Fee	\$120.00
Payment Plan Agreement (one time set-up fee)	\$50.00
Payment Plan Breach Letter	\$40.00
Release of Notice of Delinquent Assessment Lien	\$50.00
Notice of Rescission Fee	\$50.00
Mailing Fee Per Piece	\$3.20
Insufficient Funds Fee	\$30.00
Escrow Payoff Demand Fee	\$240.00
Substitution of Agent Document Fee	\$40.00
Bankruptcy – Package Preparation & Monitoring Fee	\$160.00
NAC 116.470(4)(b) Fees (Effective November 1, 2022)	
Statutory Pre-Collection Notice (60 Day Notice)	\$215.00
Regulation F Notice	\$250.00
Bankruptcy – Proof of Claim Fee	\$150.00
Occupancy Notice Letter	\$75.00
Government Security Interest/Tax Lien Letter	\$50.00
Foreclosure Mediation Notice Letter	\$25.00
Lender Foreclosure and Case Status Impact Letter	\$105.00
Prepare Certificate of Sale	\$240.00
Prepare Certificate of Redemption	\$375.00
Demand Expedite Fee (add'l for request for turnaround in less than 3 days)	\$100.00
Super-Priority Demand Fee	\$240.00
Notice of Satisfaction of Portion of Lien Prior to First Security Interest	\$200.00
Notice of Partial Payment by First Security Interest Holder	\$250.00
Response Letter to Debt Challenge (1 st Challenge)	\$305.00
Opening Bid Calculation	\$150.00
Affidavit of Mailing of Notice of Default	\$165.00
Affidavit of Mailing of Notice of Sale	\$165.00
Bankruptcy – Uncontested Motion Lift to Stay in Nevada (hourly rates apply to contested portion of lift of stay)	\$2,500.00
Bankruptcy – Bankruptcy review & LR§4001 letter	\$475.00
Hourly rates apply to any services not identified as a flat fee service	Applicable Rate

Costs: Any costs incurred in the collection process may be imposed against the Unit and/or Unit's Owner. NAC 116.47(3).

Management Fees: In association with collections, and association may charge "[r]easonable management company fees for service, including, without limitation, mailing or delivering by electronic transmission a notice informing each unit's owner or his or her successor in interest that he or she may be entitled to certain protections if the person is a servicemember or a dependent of a servicemember in accordance with NRS 116.311625, which may not exceed a total of \$325." NAC 116.47(4)(a).

Additional Attorney's Fees: In association with collections, an association may charge "[r]easonable attorney's fees and actual costs, without any increase or markup, incurred by the association or a person acting on behalf of the association for any legal services which do not include an activity described in [the itemization above]." NAC 116.47(4)(b). The Association's attorney's fees that may be imposed against delinquent accounts range from \$245.00 to \$375.00 per hour and flat fees where applicable.

**Notice of Protections Against Foreclosure for Servicemembers and
Servicemember Dependents**

Pursuant to NRS 116.311625, if a unit's owner or his or her successor in interest is a servicemember or a dependent of a servicemember, *an association shall not initiate a foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment or for a period of one (1) year immediately following the end of such active duty or deployment.*

If you are a servicemember or a dependent of a servicemember you may be entitled to the protections of this section.

If you believe you are or may become entitled to the above protections please provide the full name of the servicemember as well as the service member's birthdate or social security number. The servicemember's birthdate or social security number is necessary to verify the servicemember's deployment status through the U.S. Department of Defense website.

Please promptly provide the verification information in order to preclude any foreclosure related notices from being sent to your property from your community association.

If foreclosure notices have been sent to your property and you subsequently provide verification information confirming you were entitled to the above protections at the time of such notices then the notices, as well as the fees and costs associated therewith, will be rescinded and waived.

You may provide the verification information by filing out the below information and returning it to Association management.

Unit Address: _____

Mailing Address (if different): _____

Contact Telephone & E-mail: _____

Servicemember Name: _____

Servicemember Birthdate and/or Social Security Number: _____

If you are a unit owner and are a dependent of a servicemember please provide an explanation on a separate document as to why your ability to make required payments to the Association is materially affected by the servicemember's active duty or deployment.

**Notice of Protections Against Foreclosure for Federal, Tribal, and State
Workers During and 90 Days After Government Shutdown**

Pursuant to NRS 116.31167, if a unit's owner or his or her successor in interest is a federal worker, tribal worker, or state worker (or applicable household member or landlord thereof), *an association shall not initiate a foreclosure of a lien by sale* during the period on which a "shutdown" (any period in which there is a lapse in appropriations for a federal or state agency or tribal government that continues through any unpaid payday for a federal worker, state worker or tribal worker employed by that agency or tribal government) begins and ending on the date that is 90 days after the date on which the shutdown ends.

If you are a federal worker, tribal worker, or state worker or a dependent or landlord of such a person you may be entitled to the protections of this section.

Please note, a household member or landlord of a federal worker, tribal worker, or state worker may be entitled to the protections, *upon application to the court*, if the ability of the household member or landlord to make payments required by a lien of a unit-owners' association is materially affected by the shutdown.

If you believe you are or may become entitled to the above protections, please provide the appropriate information necessary to verify entitlement to the same.

Please promptly provide the verification information in order to preclude any foreclosure related notices from being sent to your property from your unit-owners' association.

If foreclosure notices have been sent to your property and you subsequently provide verification information confirming you were entitled to the above protections at the time of such notices then the notices, as well as the fees and costs associated therewith, will be rescinded and waived.

You may provide the verification information by filing out the below information and returning it to Association management.

Unit Address: _____

Mailing Address (if different): _____

Name of Person Entitled to Protection: _____

Contact Telephone & E-mail: _____

Identification of Agency/Department of Employment: _____

Contact Telephone for Human Resources Office to Verify Employment: _____

Additional Documentation: Please provide any additional documentation or contact information you believe may be helpful in verifying your entitlement to the protections above.

**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.

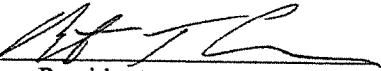
5. Other Sanction/Alternative Remedies. In the event that the violation is not cured within a reasonable time as outlined in the hearing outcome letter, the Board may impose sanctions, which include, but are not limited to, the following:
 - a. If the violation(s) is not cured within 14 days or any longer 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.

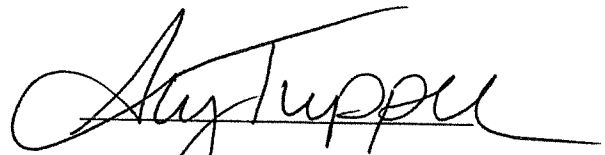
Adopted at the Board of Directors meeting held on September 20, 2022.

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