Fairways

At Fieldcreek Ranch Homeowners Association
www.fairwaysatfieldcreek.com

October 28, 2020

Dear Homeowner:

To comply with Nevada Revised Statutes, (NRS) 116.31151 enclosed please find a copy of the Adopted 2021 Fairways at Fieldcreek Ranch Operating and Reserve Budgets, which was adopted on Wednesday, October 14, 2020. **The enclosed budget shows the monthly assessment fees to remain the same at $325.00 a quarter for the 2021 year. There will be a dues holiday for the first quarter of the year, therefore, the first payment will be due on April 1st, ~~2020.~~ Payment Booklets will be sent out around the third week of December.**

Also, to comply with NRS 116.31151 please find the following:

- For the year 2021, there are no anticipated special assessments.
- A Reserve Study Update was performed by ***Better Reserve Consultants (NV Permit #RSS.0000025)*** in January 2018. This company meets the qualifications set by the Nevada Real Estate Division and a copy of the reserve study can be requested in writing at a cost of $12.00 plus postage.
- **It is estimated that $7,000.00 will be transferred from the operating account into the reserve account for capital components. Reserve Study Summary is included.**
- A copy of the current collection policy is also included for your review and records.

Should you have questions or concerns regarding the contents of this mailing, please contact Quita deLeon at 775-674-8000 x 204.

Respectfully,

Quita deLeon
Community Association Manager
Fairways at Fieldcreek Ranch Homeowners Association

C/O Kenyon & Associates, Inc.
645 Sierra Rose Drive, Suite 104
Reno, NV 89511
Phone: 775-674-8000 Fax: 775-674-8010

Fairways

At Fieldcreek Ranch Homeowners Association

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BUDGET RATIFICATION MEETING

November 12, 2020 at 6:00PM

Please join my meeting from your computer, tablet or smartphone.

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Agenda

1. **CALL TO ORDER / ROLL CALL** — **Action**

2. **2021 BUDGET RATIFICATION** — **Discussion/Action**

   NRS 116.31152 "...Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the units' owners must be continued until such time as the unit's owners ratify a subsequent budget proposed by the executive board."

3. **MEMBERSHIP OPEN FORUM** — **Discussion**

   This is the portion of the meeting that is dedicated to membership input for ANY ITEM PERTAINING TO THE ASSOCIATION. No action can be taken on any items brought at this time, however if the Board determines new items should be placed on the agenda, they may do so.

4. **ADJOURNMENT** — **Action**

***The only order of business will be to determine if the budget is ratified.**
A quorum is not needed in order to conduct this business.

All homeowners have a right to have a copy of the minutes or a summary of the minutes of this meeting distributed to him upon the request if he pays to association the cost of make the distribution. (NRS.116.3108 Section 2(a)

THE BOARD OF DIRECTORS WISHES EVERYONE IN THE
FAIRWAYS AT FIELDCREEK RANCH COMMUNITY A SAFE AND HAPPY HOLIDAY SEASON!

2021 Adopted Budget

Dues Holiday - No fees paid in 1st quarter (January, February, March)

Portfolios: The Fairways at Fieldcreek Ranch Homeowners Association, Inc.

Account Number	Account Name	Annual Budget	2019 Actual	1H2020 Actual	Proposed 2021 Budget	Comments
	2019/2020 surplus	**42,500.00**			$ 47,000.00	Estimated from 2020 Contingency and under-budget YTD
4000	**INCOME**					
4001	Assessment Fees (1st quarter payment holiday)	63,375.00	$ 63,375.00	$ 42,250.00	$ 63,375.00	First Quarter Dues Holiday
4002	- Allotment to Reserves	-6,000.00	$ (6,325.00)	$ (3,500.00)	$ (7,000.00)	Increased from $6000 to $7000 per Reserve Study
4002	- Additional Allotment to Reserves		$ (125,000.00)		$ -	Not Planned
	Total INCOME	**99,875.00**	**-67,950.00**	**$ 38,750.00**	**103,375.00**	
4400	**OTHER INCOME**					
4440	Violations & Fines	0.00	$ (10,375.00)	$ -	$ -	Same as 2020
4460	Late Fee	0.00	$ 529.44	$ 280.00	$ -	Same as 2020
4480	Collection Costs Reimbursable	200.00	$ -	$ -	$ 200.00	Same as 2020
4485	Misc. Owner Reimbursement	0.00	$ 5.00	$ 360.00	$ -	Same as 2020
4490	ARC Review Fees	0.00	$ 250.00	$ 250.00	$ -	Same as 2020
4500	Key Fees/Deposits	0.00	$ -	$ 140.00	$ -	Same as 2020
4550	Fobs/Key Cards & Clickers - Deposits/Fees		$ 535.00	$ 35.00	$ -	Same as 2020
4605	Move In - Transfer Fee	0.00	$ 1,250.00	$ 500.00	$ -	Same as 2020
4700	Miscellaneous Income		$ 733.06	$ -	$ -	Same as 2020
	Total OTHER INCOME	**200.00**	**-7,072.50**	**$ 1,565.00**	**200.00**	
	Total Operating Income	**100,075.00**	**-75,022.50**	**$ 40,315.00**	**103,575.00**	
	Expense					
6000	**ADMINISTRATIVE**					
6001	Management fees	13,740.00	$ 13,464.00	$ 8,015.00	$ 13,740.00	Per Kenyon Contract
6004	Ombudsman/Sec of State Fees	350.00	$ -	$ 339.00	$ 350.00	Same as 2020
6005	Office Supplies/Postage/Copies	100.00	$ -	$ 128.40	$ 200.00	Slight increase from 2020 due to actuals
6007	Website Expense	200.00	$ 193.71	$ 182.95	$ 200.00	Same as 2020
6008	Storage Fees	480.00	$ 480.00	$ 280.00	$ 500.00	Slight increase from 2020
6009	Collection Costs Expense	200.00	$ -	$ -	$ 200.00	Same as 2020
6010	ARC Committee Expense	50.00	$ -	$ -	$ 50.00	Same as 2020
6015	Misc. Administrative Expense		$ 70.00	$ -		
6021	Meeting Costs	500.00	$ -	$ -	$ 500.00	Same as 2020
6022	Board Education/Membership fees	500.00	$ -	$ -	$ 500.00	Same as 2020
6023	Homeowner Relations/Events		$ -	$ 150.00	$ -	Same as 2020
	Total ADMINISTRATIVE	**16,120.00**	**14,207.71**	**$ 9,095.35**	**16,240.00**	
6070	**MAINTENANCE**					
6081	Gate Maintenance	3,000.00	$ 5,049.41	$ 2,072.92	$ 5,000.00	Close to 2019 and 1H2020 Actuals
6087	Gate Clicker Expense		$ 1,031.78	$ -		
6090	Drainage Ditch Maintenance	6,000.00	$ 1,600.00	$ 3,105.00	$ 6,000.00	Same as 2020
6092	Street Cleaning	850.00	$ -	$ -	$ 850.00	Same as 2020
6104	General Maintenance/Repair	750.00	$ 462.54	$ 117.63	$ 750.00	Same as 2020
6107	Storm Drain R&M	4,000.00	$ 1,063.50	$ -	$ 4,000.00	Same as 2020
6108	Traffic Control Expense		$ 10,045.47	$ 1,308.60	$ 1,000.00	Added due to speeding issues

2021 Adopted Budget

Dues Holiday - No fees paid in 1st quarter (January, February, March)

Portfolios: The Fairways at Fieldcreek Ranch Homeowners Association, Inc.

Account Number	Account Name	Annual Budget	2019 Actual	1H2020 Actual	Proposed 2021 Budget	Comments
6119	New Fence Installation		$ 2,535.00	$ -		
	Total MAINTENANCE	**14,600.00**	**21,787.70**	**$ 6,604.15**	**17,600.00**	
6140	**OTHER MAINTENANCE/SERVICES**					
6152	Snow Removal	4,000.00	$ 2,587.50	$ 185.00	$ 4,000.00	Same as 2020 and more than 2019 Actuals
	Total OTHER MAINTENANCE/SERVICES	**4,000.00**	**2,587.50**	**$ 185.00**	**4,000.00**	
6200	**UTILITIES**					
6201	NVEnergy - Gas & Electric	700.00	$ 753.44	$ 722.80	$ 1,200.00	Slightly more than 2019 Actuals & less than 1H2020 Actuals
6202	TMWA - water	1,000.00	$ 927.89	$ 427.94	$ 1,000.00	Same as 2020 and more than 2019 Actuals
6206	Telephone	2,100.00	$ 1,721.45	$ 567.29	$ 1,200.00	Reduction due to change in vendor
6209	Trash Removal	1,200.00	$ 2,325.11	$ 2,094.70	$ 2,500.00	Slightly more than 2019 Actuals
	Total UTILITIES	**5,000.00**	**5,727.89**	**$ 3,812.73**	**5,900.00**	
6900	**LANDSCAPING/COMMON AREA**					
6910	Landscape Service Contract	2,520.00	$ 2,400.00	$ 1,600.00	$ 2,600.00	3% increase from 2020
6920	Landscape Repairs/Maintenance	3,000.00	$ 3,894.52	$ 1,729.28	$ 4,000.00	2019 & 1H2020 Actuals
6935	Weed Abatement	1,200.00	$ -	$ -	$ 1,200.00	Same as 2020
6936	Seasonal Gate Enhancement	2,000.00	$ -	$ -	$ 2,000.00	Same as 2020
6965	Backflow Testing/Repair/Replacement	200.00	$ 121.00	$ 220.00	$ 210.00	5% increase from 2020
	Total LANDSCAPING/COMMON AREA	**8,920.00**	**6,415.52**	**$ 3,549.28**	**10,010.00**	
7100	**LEGAL AND OTHER PROFESSIONAL FEES**					
7101	Legal	5,000.00	$ 175.00	$ 2,189.25	$ 5,000.00	Same as 2020
7102	Accounting/CPA	2,300.00	$ 2,205.00	$ 260.00	$ 2,400.00	Slight increase from 2020
	Total LEGAL AND OTHER PROFESSIONAL FEES	**7,300.00**	**2,380.00**	**$ 2,449.25**	**7,400.00**	
7200	**TAXES**					
7203	Federal Income Taxes		$ 97.72	$ -	$ -	
	Total TAXES	**0.00**	**97.72**	**$ -**	**0.00**	
7400	**OTHER EXPENSES**					
7450	Contingency	39,865.00	$ -	$ 1,881.25	$ 37,925.00	Plugged from NOI Overage to Zero Out NOI
	Total OTHER EXPENSES	**39,865.00**	**0.00**	**$ 1,881.25**	**37,925.00**	
7600	**INSURANCE**					
7610	Insurance Expense	4,270.00	$ 3,610.60		$ 4,500.00	Slight increase from 2020
	Total INSURANCE	**4,270.00**	**3,610.60**	**$ -**	**4,500.00**	
	Total Operating Expense	**100,075.00**	**56,814.64**	**$ 27,577.01**	**103,575.00**	
	Total Operating Income	100,075.00	-75,022.50	$ 40,315.00	103,575.00	
	Total Operating Expense	-100,075.00	-56,814.64	$(27,577.01)	-103,575.00	
	NOI - Net Operating Income	**0.00**	**-131,837.14**	**$ 12,737.99**	**0.00**	

2021 Adopted Budget

Dues Holiday - No fees paid in 1st quarter (January, February, March)

Portfolios: The Fairways at Fieldcreek Ranch Homeowners Association, Inc.

Account Number	Account Name	Annual Budget	2019 Actual	1H2020 Actual	Proposed 2021 Budget	Comments
4800	**RESERVE INCOME**					
4810	Reserve Deposit	6,000.00	$ 6,000.00	$ 3,500.00	$ 7,000.00	Increased from $6000 to $7000 per Reserve Study
4815	Add'l Deposit to Reserves		$ 125,000.00			
4820	Reserve Interest	370.00	$ 487.02	$ 42.93	$ 200.00	Decreased due to 1H2020 Actuals
4825	Reserve Change in Value	904.00	$ 3,593.20	$ 4,329.75	$ 3,500.00	2019 & 1H2020 Actuals
	Total Reserve Income	**7,274.00**	**135,080.22**	**$ 7,872.68**	**10,700.00**	
	Other Expense					
8000	**RESERVE EXPENSES**					
8001	Reserve - Reserve Study	472.78	$ -	$ -	$ 484.60	Per Reserve Study
???	Reserve - Gate Motor Replacement			$ -	$ 17,230.25	Per Reserve Study - Do we really think this will need to happen this year?
8020	Reserve - Asphalt	3,677.19	$ 14,270.00	$ 39,200.00		
8030	Reserve - Concrete	1,575.94		$ -		
8270	Reserve - Signage, Pillars wrought Iron painting reno	2,101.25		$ -		
	Total RESERVE EXPENSES	**7,827.16**	**14,270.00**	**$ 39,200.00**	**17,714.85**	
	Total Reserve Income	**7,274.00**	**135,080.22**	**$ 7,872.68**	**10,700.00**	
	Total Reserve Expense	-7,827.16	-14,270.00	$(39,200.00)	-17,714.85	
	Net Reserve Income	**-553.16**	**120,810.22**	**$(31,327.32)**	**-7,014.85**	

5 Year Planned Expenditures

This is where you will spend your money in the next 5 years

2018	
Reserve Study - Annual Update	$450.00
Roads and Parking - Crack Seal	$3,500.00
Total	**$3,950.00**

2019	
Reserve Study - Annual Update	$461.25
Total	**$461.25**

2020	
Entrance Area - Component: Wrought Iron, Signage and Pillars Painting and Renovation	$2,101.25
Reserve Study - Annual Update	$472.78
Roads and Parking - Concrete Curb Gutter Replacement Contingency	$1,575.94
Roads and Parking - Crack Seal	$3,677.19
Total	**$7,827.16**

2021	
Entrance Area - Gate Motors and Operators (One Motor Replaced in 2014)	$17,230.25
Reserve Study - Annual Update	$484.60
Total	**$17,714.85**

The Fairways at Fieldcreek Ranch Homeowners Association, Inc.
ASSESSMENT AND FINE COLLECTION POLICY
Adopted October 22, 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 The Fairways at Fieldcreek Ranch Homeowners Association, Inc. adopts the following Collection Policy and Fine Policy ("Policy") as of _____ 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 ten (10) 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 $35.00, 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 7 below, and the Nevada Civil Relief Act, as defined in Paragraph 8 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 1st and July 1st 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 in 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, if the information required is available to the Association, and/or www.servicemembersciviireliefact.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 Statues.

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: _____ , President

Attested by: _____ , Secretary

LEACH KERN GRUCHOW ANDERSON SONG
2019 LIEN/FORECLOSURE FEE SCHEDULE[1]

1. NRS 116.31162(4) sixty (60) day Payment Plan/Fee Disclosure Letter	$150.00
2. Attorney Demand Letter (provided on LKG letterhead)	$150.00
3. Intent to Notice of Delinquent Assessment Lien	$150.00
4. Notice of Delinquent Assessment Lien (preparation and recordation of lien and all statutorily required mailings)	$325.00[2]
• Release of Notice of Delinquent Assessment Lien (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]	$30.00
5. Intent to Notice of Default Letter	$90.00
6. Notice of Default (preparation and recordation of NOD and all statutorily required mailings)	$400.00
• Trustee's Sale Guarantee (at actual cost charged by title company – the cost is based on the amount of the lien)	At actual cost charged by title company
• Rescission of NOD (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]	$30.00
7. Intent to Notice of Sale Letter	$90.00
8. Foreclosure Sale – includes: • Notice of Sale • Publication & Posting Costs • Conduct Sale • Transfer Deed	At fee rates provided in NAC 116.470, including subsections (e)-(i), (s)-(t).
9. Payoff Demand(s)/Escrow Demand(s)	$150.00

[1] 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.

[2] Violation Lien(s) may be filed in accordance with NRS Chapter 116.

• Check Letter 10. Expediting Fee (Payoff requested within 3 days)	$50.00 $100.00
11. Repayment Agreement(s) – Between Owner(s) and Association • Set-up Fee • Payment Plan Breach Letter • Intent to Notice NOD or NOS • Check Letter	 $30.00 $25.00 $90.00 $7.38
12. Mailing Fee Per Piece – 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

The Fairways at Fieldcreek Ranch Homeowners Association, Inc.
c/o Kenyon & Associates at 645 Sierra Rose Drive, Suite 104 Reno, NV 89511

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: _____

KENYON & ASSOCIATES
THE FAIRWAYS AT
FIELDCREEK RANCH HOA
645 SIERRA ROSE DR.
SUITE 104
RENO, NV 89511

FIRST-CLASS

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Jeffrey D Houston
12840 Silver Wolf Road
Reno, NV 89511