THE FOOTHILLS @ MACDONALD RANCH MASTER ASSOCIATION

c/o Real Properties Management Group, Inc. 3077 E. Warm Springs Rd., Las Vegas, NV 89120 Phone: (702) 933-7764 Fax: (702) 933-7774

E-mail: lroberts@rpmginc.com

November 28, 2018

Dear Foothills @ MacDonald Ranch Owner:

In accordance with NRS 116.31151, enclosed are the proposed 2019 budgets, adopted by the Board of Directors at the October 24, 2018 Board of Directors Meeting. Also enclosed are the following documents:

- > Budget Ratification Meeting Agenda
- > Collection Policy Adopted October 25, 2017 and Compliance Policy and Procedures Adopted July 25, 2018
- List of Fees Charged to Owner by Association and Third-Party Collection Agent
- Association Investment Policy and Procedures Adopted July 25, 2018
- Policy for Safeguarding Personal Information Adopted October 25, 2017
- Resolution for Use of Parliamentary Procedures Adopted January 25, 2012
- Notice of Protections for Servicemembers and their Dependents in Accordance with SB33
- Reserve Study Component List, Projected Reserve Expenditures by Year, and Reserve Study Specialist Qualifications from the 2018 Reserve Study by NV Reserve Studies, Inc. for the Master & Each Neighborhood
- Notice of The Foothills @ MacDonald Ranch Master Association Board of Directors Meetings for 2019

The Budget Ratification Meeting has been scheduled for Thursday, December 13, 2018 at 9:15 am. This meeting will be held at the offices of RPMG, Inc., located at 3077 E. Warm Springs Rd., Las Vegas, NV 89120.

In accordance with NRS 116.31151(3): "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present." No response is necessary, nor do you need to attend the meeting if you are in agreement with the enclosed budget. The 2019 Budget will be ratified at the meeting unless at least fifty-one percent (51%) of the units' owners reject it. You may also vote on this budget by absentee ballot. If you wish to cast your vote via absentee ballot, you must contact the management office to request a ballot no less than three (3) days prior to the budget ratification meeting.

- This budget will take effect on January 1, 2019. The ONLY increase in assessments will be for the Neighborhood assessment for the 8 Lots in the DragonRidge section of the community. This monthly assessment will increase to \$464.40. The monthly assessment for 2019 for the Master assessment will remain \$330.00. Neighborhood assessments for 2019, which are in ADDITIOIN to the Master assessment, will remain the same for the other Neighborhoods, as follows: Liege, \$280.00, Lairmont, \$59.00, Retreat (Enchanted River), \$105.00, and Dragon Glen (Sleeping Dragon), \$69.00. Please refer to the enclosed budgets for further information and details on the continued, ongoing maintenance expenses of the Association, and the need to adequately fund the Reserves for upcoming replacement/refurbishment projects so to keep the Foothills @ MacDonald Ranch a premier community.
- You will be receiving coupons for your 2019 assessment payments unless you are signed up on auto pay through the Association.
- Projected Reserve Expenditures in 2019 are detailed on the enclosed budgets. For the Master, the projected expenses total \$230,835.00. The reserve studies were performed using the Full Funding and Threshold Funding Methods.

Homeowners have a right to request a copy of the audio recording of a Board Meeting, the minutes or a summary of the minutes of any Board Meeting in electronic format at no charge. If the Association is unable to provide the copy or summary of the minutes 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. Approved minutes & other Association documents are available on management's website at www.rpmginc.com. Click on The Foothills @ MacDonald Ranch on the left-hand side, and enter the user name (FMHM), which is case sensitive, and the password (8919). Pursuant to NRS 116A.630(14), we are hereby notifying you that your Executive Board of Directors is made aware of all legal requirements pursuant to the applicable laws and regulations that pertain to your association.

If you have any questions regarding this or any other Association related matter, please contact our Community Manager, Lisa Roberts, at 702-933-7764 or via email at lroberts@rpmginc.com.

Sincerely.

Board of Directors for The Foothills @ MacDonald Ranch Master Association

The Foothills @ MacDonald Ranch Master Association 2019 Budget $\label{eq:Budget} % \begin{center} \begin{cen$

Number of Lots ® Time of Budget Preparation (2018 - 495) (2019 -567) 2018 Assessment Amount 2019 Assessment Amount

\$330.00 \$330.00

	2018 Budget	2019 Annual	2019 Monthly
OPERATING INCOME			
Annual Homeowner Assessments	1,960,200.00	2,245,320.00	187,110.00
Operating Interest	3,691.00	3,100.00	258.33
Design Review Fees	1,705.00	1,100.00	91.67
Gate Transponder Income	16,050.00	12,000.00	1,000.00
Collection Fees	800.00	730.00	60.83
DragonRidge Transponder Income	3,800.00	4,500.00	375.00
Capital Contributions TOTAL OPERATING INCOME	9,240.00 1,995,486.00	0.00 2,266,750.00	0.00 188,895.83
OPERATING EXPENSES General and Administrative Costs			
Audit & Tax Preparation	2,275.00	2,275.00	189.58
Bad Debt Expense	20,000.00	10,000.00	833.33
Insurance	30,258.00	32,000.00	2,666.67
Legal Fees	30,000.00	40,000.00	3,333.33
Management Fees	65,340.00	74,000.00	6,166.67
Collection Fees	800.00	800.00	66.67
Reserve Study	2,500.00	0.00	0.00
Secretary of State/Ombudeman/Registered Agent			
State/Ombudsman/Registered Agent Fee	2,412.00	2,800.00	233.33
ree Permits/Licenses	200.00	0.00	0.00
Copies and Office Supplies	12,000.00	13,580.00	1,131.67
Postage	3,750.00	5,775.00	481.25
Community Events/Welcome	5,. 55.00	_,	
Gifts/Social	40,000.00	37,000.00	3,083.33
Federal Income Tax	1,000.00	1,000.00	83.33
Contingency _	0.00	1,000.00	83.33
Total Administrative Costs	210,535.00	220,230.00	18,352.5
Landscape Costs			
Landscaping Maintenance (contract)	398,760.00	398,760.00	33,230.00
Landscape - Plant/Tree Replacement	8,000.00	8,000.00	666.67
Landscape - Tree	70.460.00	07 400 00	
Maintenance/Contract/Trimming	79,460.00	97,400.00	1 666 67
Landscape - Misc./Repairs Total Landscape Costs	20,000.00 506,220.00	20,000.00 524,160.00	1,666.67 35,563.3
Total Laliuscape Costs	500,220.00	524,100.00	33,303.3
Maintenance / Gate Houses Gate Repairs & Maintenance	10,000.00	13,500.00	1,125.00
·	20,000,00	25,500.00	2/220.00
Gate Software Contract/Passes/System	E4 200 00	F0 000 00	4046.67
Printer Paper	51,300.00	59,000.00	4,916.67
Gate Transponder Expense	19,080.00	12,000.00	1,000.00
Holiday Decorations	12,350.00	13,040.00	1,086.67
Janitorial Service Contract Lighting Maintenance - Contract	7,920.00 19,968.00	8,160.00 19,974.00	680.00 1,664.50
Lighting - Misc/Repairs	20,000.00	15,000.00	1,250.00
Pest Control	5,000.00	5,000.00	416.67
Playground Equipment -	3,000.00	5,000.00	410.07
Maintenance/Inspection Contract &			
Repairs	2,388.00	4,000.00	333.33
Gate Officer/Rover Contract	693,665.00		57,805.42
Street Sweeping/SWPPP	35,000.00	26,000.00	2,166.67
Radar Speed Signs	7,000.00	0.00	0.00
General Maintenance/Repairs	40,000.00	40,000.00	3,333.33
General Common Area Improvements/			
Contingency	30,000.00	14,000.00	1,166.67
Total Maintenance & Repairs	953,671.00	923,339.00	76,944.9
Fountain Bonais/Maintenance			
Fountain Repair/Maintenance	E 700 00	5 005 00	498.75
Fountain Service Contract	5,700.00 2,000.00	5,985.00	
Fountain Repairs/Maintenance Total Fountain Maintenance &	2,000.00	2,000.00	166.67
Repairs	7,700.00	7,985.00	665.4
Utilities			
Electricity	37,905.00	32,500.00	2,708.33
Telephone/Internet Service	7,980.00	9,200.00	766.67
Water/Sewer	168,540.00	185,000.00	15,416.67
Total Utilities	214,425.00	226,700.00	18,891.6
TOTAL OPERATING EXPENSE	1,892,551.00	1,902,414.00	150,417.8
NET OPERATING SURPLUS/(DEFICIT)	102,935.00	364,336.00	38,478.0
Application of Operating Surplus	113,255.00	94,000.00	-,
Transfer to Reserves*		,	
	216,190.00	458,336.00	38,478.0
Reserve Transfer		•	•

RESERVE BUDGET 2019

Anticipated Reserve Monies, December	
31, 2018	1,282,903.16
Anticipated Interest Income 2019	4,000.00
Reserve Transfers 2019	458,336.00
Total Reserve Income	1,745,239.16

Projected Reserve Expenses 2019

Asphalt Seal Coat/Crack Fill	168,726.00
Asphalt, Patching/Repairs	30,678.00
Concrete Pavers & Sand, Repair	15,151.00
Entry Metal Gates & Fence, Paint - Valle	
Verde	3,670.00
Entry Metal Gates & Fence, Paint -	•
Stephanie	3,670.00
Park Metal Fencing, Paint	5,946.00
Metal Crash Gate, Paint	200.00
Asphalt Seal Coat/Crack Fill - Shared	
Parcel	2,195.00
Asphalt, Patching Repairs - Shared	
Parcel	599.00
TOTAL RESERVE EXPENSES 2019	230,835.00

Anticipated Reserve Monies, Year End 2019

Reserve Cash Required, Year End 2,098,970.23 (Per Reserve Study)
*Percent Funded 72.15%

1,514,404.16

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

MONTHLY ASSESSMENT PER UNIT \$330.00 - 2019

2019 Budget Adopted by the Board of Directors - October 24, 2018

^{*}Note to the Board

The Foothills @ MacDonald Ranch Master Association - Lairmont Neighborhood 2019 Budget

Number of Lots @ Build Out - 16 Number of Lots Charged Assessments @ This Time - 15 2018 Assessment Amount 2019 Assessment Amount

\$59.00 \$59.00

	2018 Budget	2019 Annual	2019 Monthly
OPERATING INCOME Annual Homeowner Assessments Interest TOTAL OPERATING INCOME	11,328.00 2.50 11,330.50	10,620.00 2.15 10,622.15	885.00 0.18 885.18
EXPENSES Entry Gate Phone Electricity Lairmont - Gate Maintenance/Repairs Water - Irrigation Landscape Maintenance Repayment to Master Association Total Administrative Costs	450.00 330.00 200.00 425.00 2,400.00 298.00 4,103.00	600.00 410.00 1,000.00 625.00 2,400.00 0.00 5,035.00	50.00 34.17 83.33 52.08 200.00 0.00 419.58
TOTAL OPERATING EXPENSE NET OPERATING SURPLUS/(DEFICIT)	4,103.00 7,227.50	5,035.00 5,587.15	419.58
Transfer to Reserves* Reserve Transfer NET SURPLUS/(DEFICIT)	7,227.50 0.00	5,587.15 0.00	465.60

RESERVE BUDGET 2019	
Anticipated Reserve Monies, December 31, 2018 Anticipated Interest Income 2019 Reserve Transfers 2019 Total Reserve Income	74,714.58 350.00 5,587.15 80,651.73
Projected Reserve Expenses 2019 Asphalt Seal Coat/Crack Fill Asphalt Patching/Repairs Entry Metal Gates, Paint TOTAL RESERVE EXPENSES 2019	4,632.00 1,263.00 400.00 6,295.00
Anticipated Reserve Monies, Year End 2019	74,356.73
Reserve Cash Required, Year End	50,533.26
(Per Reserve Study) *Percent Funded	147.14%

^{*}Note to the Board

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

MONTHLY NEIGHBORHOOD
ASSESSMENT - LAIRMONT - \$59.00
PER UNIT - 2019

The Foothills @ MacDonald Ranch Master Association - Liege Neighborhood 2019 Budget

Number of Lots @ Build Out - 14 Number of Lots Billed Assessments

@ This Time - 12

2018 Assessment Amount 2019 Assessment Amount \$280.00 \$280.00

	2018 Budget	<u>2019 Annual</u>	2019 Monthly
OPERATING INCOME			
Annual Homeowner Assessments	47,040.00	40,320.00	3,360.00
Interest	1.50	3.00	0.25
TOTAL OPERATING INCOME	47,041.50	40,323.00	3,360.25
EXPENSES			
Entry Gate Phone	435.00	600.00	50.00
Electricity	1,045.00	1,100.00	91.67
Liege - Gate Maintenance/Repairs	150.00	1,200.00	100.00
Water - Irrigation	8,350.00	8,400.00	700.00
Landscape Maintenance	22,200.00	22,200.00	1,850.00
Repayment to Master Association	3,911.50	3,848.55	320.71
Total Administrative Costs	36,091.50	37,348.55	3,112.38
TOTAL OPERATING EXPENSE	36,091.50	37,348.55	3,112.38
NET OPERATING SURPLUS/(DEFICIT)	10,950.00	2,974.45	247.87
Transfer to Reserves* Reserve Transfer	10,950.00	2,974.45	247.87
NET SURPLUS/(DEFICIT)	0.00	0.00	0.00

RESERV	E B	UDGET	2019
Anticinated Res	erve	Monies	Decem

 31, 2018
 90,562.07

 Anticipated Interest Income 2019
 400.00

 Reserve Transfers 2019
 2,974.45

 Total Reserve Income
 93,936.52

Projected Reserve Expenses 2019

None

TOTAL RESERVE EXPENSES 2019 0.00

Anticipated Reserve Monies, Year

End 2019 93,936.52

37,788.59

Reserve Cash Required, Year End

(Per Reserve Study)
*Percent Funded 248.58%

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

MONTHLY NEIGHBORHOOD
ASSESSMENT PER UNIT - \$280.00

^{*}Note to the Board

The Foothills @ MacDonald Ranch Master Association - Retreat Neighborhood 2019 Budget

Number of Lots - 50 2018 Assessment Amount 2019 Assessment Amount

\$105.00 \$105.00

	2018 Budget	2019 Annual	<u>2019</u> Monthly
OPERATING INCOME Annual Homeowner Assessments Interest TOTAL OPERATING INCOME	69,300.00 2.75 69,302.75	63,000.00 6.00 63,006.00	5,250.00 0.50 5,250.50
	00,0000	55,555.55	0,000
EXPENSES Entry Gate Phone Electricity Retreat - Gate Maintenance/Repairs Water - Irrigation Landscape Maintenance Lighting Maintenance General Maintenance Due to Foothills @ MacDonald Ranch Master from Retreat Total Administrative Costs	445.00 2,200.00 250.00 9,550.00 28,284.00 1,140.00 0.00 41,869.00	500.00 2,200.00 1,500.00 13,200.00 28,284.00 1,000.00 1,000.00 10,537.18 58,221.18	41.67 183.33 125.00 1,100.00 2,357.00 83.33 83.33 878.10 4,851.77
TOTAL OPERATING EXPENSE	41,869.00	58,221.18	4,851.77
NET OPERATING SURPLUS/(DEFICIT)	27,433.75	4,784.82	398.74
Transfer to Reserves* Reserve Transfer	27,433.75	4,784.82	398.74
NET SURPLUS/(DEFICIT)	0.00	0.00	0.00

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RESERVE BUDGET 2019		
Anticipated Reserve Monies, December		
31, 2018	232,478.01	
Anticipated Interest Income 2019	450.00	
Reserve Transfers 2019	4,784.82	
Total Reserve Income	237,712.83	
Total Reserve Income	207,7 22.00	
Projected Reserve Expenses 2019		
Asphalt Seal Coat/Crack Fill	11,482.00	
Asphalt, Patching/Repairs	2,088.00	
Entry Metal Gates, Paint	800.00	
Park Metal Fencing, Paint	5,466.00	
TOTAL RESERVE EXPENSES 2019	19,836.00	
	,	
Anticipated Reserve Monies, Year		
End 2019	217,876.83	
	·	
Reserve Cash Required, Year End	159,648.65	
(Per Reserve Study)		
*Percent Funded	136.47%	

^{*}Note to the Board

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

MONTHLY NEIGHBORHOOD
ASSESSMENT PER UNIT - \$105.00 - 2019

The Foothills @ MacDonald Ranch Master Association Dragon Ridge Neighborhood 2019 Budget

Number of Lots @ Build Out - 9

Number of Lots Billed Assessments @ Time of Budget - 8

2018 Assessment Amount 2019 Assessment Amount \$430.00 \$464.40

	2018 Annual Budget	2019 Annual Budget	2019 Monthly
OPERATING INCOME			
Annual Homeowner Assessments	46,440.00	44,582.40	3,715.20
Interest	2.00	2.25	0.19
TOTAL OPERATING INCOME	46,442.00	44,584.65	3,715.39
EXPENSES			
Entry Gate Phone	625.00	671.00	55.92
Electricity	1,585.00	1,206.00	100.50
Dragon Ŕidge - Gate	•	•	
Maintenance/Repairs	250.00	800.00	66.67
Water - Irrigation	11,775.00	9,629.00	802.42
Landscape Maintenance	21,516.00	21,516.00	1,793.00
Due to Foothills @ MacDonald Ranch			
Master from Dragon Ridge	0.00		753.38
Total Administrative Costs	35,751.00	42,862.56	3,571.88
TOTAL OPERATING EXPENSE	35,751.00	42,862.56	3,571.88
NET OPERATING SURPLUS/(DEFICIT)	10,691.00	1,722.09	143.51
Transfer to Reserves* Reserve Transfer	10,691.00	1,722.09	143.51
NET SURPLUS/(DEFICIT)	0.00	0.00	0.00

RESERVE BUDGET 2019 Anticipated Reserve Monies, December	
31, 2018	73,115.80
Anticipated Interest Income 2019	350.00
Reserve Transfers 2019	1,722.09
Total Reserve Income	75,187.89
Projected Reserve Expenses 2019 Asphalt Seal Coat/Crack Fill Asphalt, Patching/Repairs Entry Metal Gates, Paint TOTAL RESERVE EXPENSES 2019	13,742.00 3,748.00 800.00 18,290.00
Anticipated Reserve Monies, Year	
End 2019	56,897.89
Reserve Cash Required, Year End (Per Reserve Study)	100,529.60
*Percent Funded *Note to the Board	56.60%

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

MONTHLY NEIGHBORHOOD
ASSESSMENT PER UNIT - DRAGON
RIDGE - \$464.40 - 2019

2019 Budget Adopted by the Board of Directors - October 24, 2018

The Foothills @ MacDonald Ranch Master Association Dragon Glen Neighborhood 2019 Budget

Number of Lots Charged Assessments @ Build Out - 147 (152 Lots in Total)

2019 Assessment Amount

Number of Lots Billed Assessments @ Time of Budget - 18 2018 Assessment Amount

\$69.00 \$69.00

	2018 Annual Build Out Budget	2019 Annual Build Out Budget	2019 Monthly
OPERATING INCOME			
Annual Homeowner Assessments	125,856.00	14,904.00	1,242.00
Interest	0.00	4.00	0.33
TOTAL OPERATING INCOME	125,856.00		1,242.33
EXPENSES			
Entry Gate Phone	700.00	400.00	33.33
Electricity	5,300.00	1,000.00	83.33
Dragon Glen - Gate	•	•	
Maintenance/Repairs	1,200.00	1,000.00	83.33
General Maintenance/Repairs	1,447.00	1,000.00	
Water - Irrigation	9,200.00	1,000.00	83.33
Landscape Maintenance	17,500.00	0.00	0.00
Total Administrative Costs	35,347.00	4,400.00	283.33
TOTAL OPERATING EXPENSE	35,347.00	4,400.00	283,33
NET OPERATING		,,,,,,,,,,	203.33
SURPLUS/(DEFICIT)	90,509.00	10,508.00	959.00
Transfer to Reserves*			

90,509.00

0.00

10,508.00

0.00

959.00

0.00

RESERVE BUDGET 2019	
Anticipated Reserve Monies, December 31, 2018 Anticipated Interest Income 2019 Reserve Transfers 2019 Total Reserve Income	12,002.00 100.00 10,508.00 22,610.00
Projected Reserve Expenses 2019 None TOTAL RESERVE EXPENSES 2019	0.00
Anticipated Reserve Monies, Year End 2019	22,610.00
Reserve Cash Required, Year End (Per Reserve Study)	133,020.97
*Percent Funded	17.00%

*Note to the Board

Reserve Transfer

NET SURPLUS/(DEFICIT)

RESERVE STUDY COMPONENTS (Attached) NV Reserve Studies October 2018 Method for Preparing Study: Threshold Funding

NEIGHBORHOOD MONTHLY ASSESSMENT PER UNIT - \$69.00

2019 Budget Adopted by the Board of Directors - October 24, 2018

THE FOOTHILLS @ MACDONALD RANCH MASTER ASSOCIATION 2019 BUDGET RATIFICATION MEETING THURSDAY, DECEMBER 13, 2018 – 9:15 AM HELD AT THE OFFICES OF RPMG, INC. 3077 E. WARM SPRINGS RD. LAS VEGAS, NV 89120

AGENDA

- I. <u>CALL TO ORDER</u>
- II. HOMEOWNER FORUM
- III. <u>2019 BUDGET RATIFICATION OPERATING AND RESERVE</u> <u>BUDGETS</u>

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

The 2019 Budget will be ratified unless at least fifty-one percent (51%) of units' owners appear in person to reject, or submit a ballot to reject it.

IV. ADJOURNMENT

THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD OF DIRECTORS RESOLUTION RE: DELINOUENT ASSESSMENT POLICY AND PROCEDURE

Timely payment of assessments is critical to The Foothills At MacDonald Ranch Master Association ("Association"). The failure of any owner to pay assessments when due creates a cash flow shortage for the Association, and causes those Owners who timely pay their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, the Board of Directors ("Board") for the Association hereby adopts the following Delinquent Assessment Policy and Procedure for implementation within the Association, with the capitalized terms having the same meaning as those terms are defined in the Master Declaration of Covenants, Conditions and Restrictions for The Foothills at MacDonald Ranch, which was recorded with the Clark County Recorder's Office on August 20, 1997, in Book No. 970820, as Instrument No. 01249 (the "Declaration"):

- 1. Types of Assessments. Pursuant to the Declaration and applicable Nevada law, the Association has a duty to levy Base Assessments for Common Expenses, Neighborhood Assessments, Special Assessments, Specific Assessments, as defined in the Declaration, and reserve assessments as set forth in NRS 116 (collectively the "Assessments"), sufficient to perform its obligations under the Declaration, Bylaws, Articles of Incorporation and any rules, regulations and resolutions adopted by the Board, which may be amended from time to time (collectively the "Governing Documents") and Nevada law. <u>See</u> Declaration, Article 10, Sections 10.1, 10.3, 10.5 and 10.6, and NRS 116.3102(1) (b) and 116.31152(1). Base Assessments in an amount sufficient to pay the Common Expenses pursuant to the Association's budget, are levied annually and shall be paid in installments at such frequency and in such amounts as established by the Board. <u>See</u> Declaration, Article 10, Section 10.1.
- 2. <u>Creation of Lien and Personal Obligation of Owner</u>. Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. <u>See</u> Declaration, Article 10, Section 10.1. In addition, the Assessment is also a charge or lien upon the Owner's Unit. <u>See</u> Declaration, Article 10, Section 10.1 and 10.7. 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. <u>See</u> NRS 116.3116(9). However, pursuant to this Policy, the Association may record a notice of the lien for unpaid Assessments and related charges.
- 3. <u>No Exemption</u>. No Owner may exempt himself or herself from liability for Assessments by non-use of Common Elements or abandonment of his or her Unit. <u>See</u> Declaration, Article 10, Section 10.1.
- 4. <u>Notice to Owner of Increase in Assessments</u>. The Association will give the Owners notice of any increase in the Assessments, through the budget process set forth in the Association's Governing Documents and Nevada law, at least 30 days in advance of each Base Assessment period. <u>See</u> NRS 116.31151 and Declaration, Article 10, Section 10.2. Notice will be sent by first-class mail to the Owners at the addresses on the Membership register as of the date the notice is issued or to an electronic mail address if the Owner has designated an electronic address to which notice may be delivered. <u>See</u> NRS 116.31068 (1). It is the responsibility of each Owner to advise the Association of any changes in their mailing address. The Board may elect from time to time to provide additional periodic statements of Assessments

and charges, but failure to transmit such additional statements does not relieve the Owners of the obligation to pay Assessments.

- 5. <u>Designation of Collection Agent</u>. The Board may designate an agent to collect Assessment payments and administer this Assessment collection policy. Such designated agent may be a collection company, trustee company, law firm or any other agent properly licensed to provide the service (the "Designated Collection Agent").
- 6. <u>Due Date</u>. Unless otherwise specified by the Board, an Assessment is due on or before the first day of the month for which it is due. <u>See</u> Declaration, Article 10, Sections 10.2 and 10.8. At present, the Annual Assessments for Common Expenses are due on the first day of each month. Other Assessments are due on the date established by the Board.
- 7. <u>Late Fees</u>. Any installment of an Assessment, or portion thereof, that is not received by the Association within 30 days after the due date, shall be deemed to be past due and result in a late fee being imposed in the amount of \$10.00 per month. <u>See</u> Declaration, Article 10, Section 10.12 and NRS 116.3102(1) (k).
- Relief Act, as defined in Paragraph 12 below, any installment of an Assessment, or portion thereof, which is not received by the Association within 60 days after the due date, shall bear interest at the rate of prime plus two percent (2%) per annum. <u>See</u> Declaration, Article 10, Section 10.12. <u>See also</u> NRS 116.3115(3). The prime rate shall be determined by 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 due.
- 9. <u>Costs of Collection</u>. The Association shall charge an Owner reasonable fees to cover the costs of collecting any delinquent Assessments in an amount not to exceed the amount established by the Commission for Common-Interest Communities and Condominium Hotels. Such costs shall include, but shall not be limited to, any fee, charge or costs, by whatever name, any collection fee; filing fee; recording fee; fee related to the preparation, recording or delivery of a lien or lien rescission; title search lien fee; bankruptcy search fee; referral fee; fee for postage or delivery; and any other fee or cost that the Association may charge an Owner for the investigation, enforcement or collection of a delinquent Assessment (collectively, the "Collection Costs"). Such Collection Costs shall become additional charges against the Owner's Unit and shall be subject to collection pursuant to this Policy. <u>See</u> Declaration, Article 10, Section 10.1, NRS 116.310313, and NRS 116.3116(1).
- 10. <u>Late Notice</u>. If an installment of an Assessment is not received within 30 days after the due date, a late fee notice may be sent to the Owner itemizing the Assessment installment and late fees. The processing cost for mailing this late notice to the Owner shall be charged to the Owner.
- 11. <u>Application of Payments</u>. Unless otherwise specified by an Owner, payments received by the Association shall be applied as mandated by NRS 116, NRS 116A and NAC 116. The Association may not apply any Assessment, fee or other charge that is paid by an Owner toward a fine or monetary penalty imposed by the Association against the Owner, without the Owner's consent. <u>See</u> NRS 116.310315.

12. Compliance With Nevada Servicemembers Civil Relief Act ("NVSCRA"). In order to comply with NVSCRA, which became law in Nevada on May 29, 2017, 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 servicemember or dependent of a servicemember, he or she may be entitled to certain protections granted by the NVSCRA; 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 the NVSCRA including, but not limited to, the social security number and date of birth of the person.

If a person or a dependent of that person is entitled to the protections of the NVSCRA, 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 the person's term of active duty or deployment and up to one (1) year after the active duty or deployment ends.

- 13. <u>Disclosure and Payment Plan</u>. In addition to all other remedies available to the Association, and after the Association has made a good faith effort to verify that the Owner is not entitled to the protections of NVSCRA, if any installment of an Assessment, or portion thereof, is not received by the Association within 60 days after the obligation becomes past due, then the Association shall transmit a letter to the Owner ("Disclosure and Payment Plan"). The processing cost for preparing and mailing the Disclosure and Payment Plan to the Owner shall be charged to the Owner. For the purposes of this Resolution, an obligation shall be deemed to be "past due" on the date that a late fee may be imposed pursuant to Paragraph 7, above. The Disclosure and Payment Plan shall include the following:
 - (a) A schedule of the fees that may be charged if the Owner fails to pay the past due obligation;
 - (b) A proposed repayment plan;
 - (c) Notice of the right to contest the past due obligation at a hearing before the Board and the procedures for requesting such a hearing; and
 - (d) Notice that the Association's records do <u>not</u> reflect that the person is entitled to the protections of NVSCRA and an invitation to provide the Association with the information necessary to verify whether the person is entitled to protection under the NVSCRA.

<u>See</u> NRS 116.31162(4).

- NOTE 1: The schedule of fees referenced in subparagraph (a), above, is included as an attachment to this Board Resolution. The Association may satisfy subparagraph (a), above, by re-sending to the Owner a copy of the Fee Schedule Exhibit, as may be amended, which is defined in Paragraph 24.
- NOTE 2: Unless otherwise determined by the Board after the hearing referenced in subparagraph (c), above, all repayment plans shall be: (i) signed by the Owner and returned to the Association within 30 days of the date of the Disclosure and Payment Plan is mailed, (ii) be completed in six (6) months, and (iii) require the Owner to stay current on future accruing Assessments.
- NOTE 3: If an Owner wants to request a hearing to contest the past due obligation, then, within 30 days of the date of the Disclosure and Payment Plan is

mailed, the Association must receive a written request for the hearing. The written request must be sent to and received by the Association's community manager ("Manager") within the time period provided.

If the Owner or his or her successor in interest requests a hearing (NOTE 3) or enters into a repayment plan (NOTE 2) within 30 days after the date on which the Disclosure and Payment Plan is mailed and is unsuccessful at the hearing or fails to make a payment under the repayment plan within 10 days of the payment's due date under the repayment plan, the Association may take any lawful action to enforce its lien. <u>See</u> NRS 116.31162(4)(b).

- 14. <u>Notice of Intent</u>. The Association's Manager shall transmit a letter to the Owner notifying him or her of the delinquency and requesting payment thereof (the "Notice of Intent"). The Notice of Intent shall be mailed by certified mail, return receipt requested to the address of the Unit and, if different, to a mailing address specified by the Owner, and shall include, at a minimum, the following.
 - (a) The fact that the installment is delinquent;
 - (b) The amount of the delinquency, including any charges associated with the delinquency including, but not limited to, interest, late fees, attorneys' fees or other Collection Costs;
 - (c) The action that is required to be taken by the Owner to cure the default;
 - (d) The date, not less than 30 days from the date the Notice of Intent is mailed to the Owner, by which such default may be cured;
 - (e) Notice that the Association's records do <u>not</u> reflect that the person is entitled to the protections of NVSCRA and an invitation to provide the Association with the information necessary to verify whether the person is entitled to protection under the NVSCRA.

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

- (f) That the failure to cure the default on or before the date specified in the Notice of Intent may result in acceleration of the balance of the installment of the Assessments for the then current fiscal year; and
- (g) What action the Owner may take to cure the default after acceleration.
- 15. Assignment of Account to Designated Collection Agent. If within 30 days after the Disclosure and Payment Plan is mailed, the Owner has not: (a) paid the past due obligation in full, (b) signed and returned the Disclosure and Payment Plan, (c) submitted a written request for a hearing as set forth in NOTE 3 of Paragraph 13, above, or (d) notified the Association that the Owner or a dependent of the Owner is or may be entitled to protection under NVSCRA, then the Association may turn the account over to the Association's Designated Collection Agent for collection which may include recording a Notice of Delinquent Assessment and, thereafter, foreclosing on the lien. <u>See</u> NRS 116.31162 et. seq. At the time that an account is delivered to the Association's Designated Collection Agent, the Association shall add an account audit fee of \$200.00 to the Owner's account, the amount of which is consistent with Nevada law.

- 16. <u>Acceptance of Payments</u>. The following provisions shall apply to payments made:
 - (a) if an Owner physically delivers a payment for delinquent Assessments to the Association or the Association's Manager or its Designated Collection Agent, then the Association must accept such payment;
 - (b) if an Owner remits a payment and makes a notation on the check that it is "payment in full," or some other similar verbiage, but the payment does not constitute full payment of the Assessments then due, the Association, the Manager or its Designated Collection Agent need not accept such payment;
 - (c) if the Association has entered into an agreement with a Designated Collection Agent to collect delinquent Assessments, and such agreement provides that the Association, its Manager or its Designated Collection Agent need not accept payments from an Owner after the Owner's account has been referred to collections, the Association, its Manager or its Designated Collection Agent must accept payments received from that Owner notwithstanding the provisions of the agreement with the Designated Collection Agent to the contrary. Upon acceptance of such payment, the Association or its Manager must either forward the check to the Designated Collection Agent or email or fax a copy of the check to the Designated Collection Agent; and
 - (d) if the Association has entered into an agreement with a Designated Collection Agent as set forth in subsection (c) and the payment received from the Owner has been noted "payment in full," but does not constitute full payment of the Assessments then due, the Association, its Manager or its Designated Collection Agent need not accept the payment.
- 17. Payment Plan. At any time after an account has been assigned to the Association's Designated Collection Agent, an Owner may petition the Board in writing for a payment agreement to allow the Owner to make periodic partial payments on the entire balance of the Assessment account. However, after an account has been assigned to the Association's Designated Collection Agent, the Association has no obligation to enter into such a payment agreement. Notwithstanding the foregoing, if the Board agrees to enter into a payment agreement and to accept a reasonable payment plan with the Owner, then the terms of any payment agreement shall include, at a minimum:
 - (a) the Owner staying current on all future accruing Assessments as they come due; and
 - (b) paying off the past due balance, including all Collection Costs and related charges, in installments, over a term acceptable to the Board.

Any payment agreement entered into with the Owner shall be reasonable, as determined in the sole discretion of the Board, and for the sole purpose of assuring that the best interests of the Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any terms of the agreement shall give the Board the right to immediately continue the collection/lien/foreclosure process without further notice to the Owner. Neither the Association nor its Manager shall have the authority to waive any amounts incurred for any Collection Costs imposed directly by the Designated Collection Agent. If any Owner

wishes to request a waiver of any Collection Costs imposed by any Designated Collection Agent, such Owner shall be responsible for contacting the Designated Collection Agent directly in order to make arrangements.

- 18. Release of Lien. Subject to Nevada law, a Release of Lien ("Release") and/or Rescission of Notice of Default ("Rescission") will not be recorded until the entire balance of the Owner's Assessment account is paid. <u>See NRS 116.31162</u> (1). All charges incurred in recording a Release and Rescission, including reasonable attorney's fees, if any, will be charged to the Owner's Assessment account.
- 19. NSF Check. At any time that the Association or its Designated Collection Agent receives a check dishonored by the bank for any reason, a charge of \$20.00 shall be imposed and added to the Owner's account. Upon receipt of a returned check, the Association shall notify the Owner of the same in writing (the "NSF Notice"), and the Owner shall be required to resubmit payment for his or her Assessment in the form of a cashier's check or money order only within 10 days of the date of the NSF Notice. The Association will not resubmit a previously returned personal or business check for payment. Furthermore, if any Owner is required to resubmit payment due to insufficient funds, the Owner will be subject to the late fee and interest charges as set forth and more fully described in Paragraphs 7 and 8 above. The Board may immediately proceed with the collection process if the entire past due Assessment balance is not paid within 10 days of the date of the NSF Notice. The Association may also seek any other damages, in accordance with Nevada law.

After the second occurrence of a returned check, only cashier's checks or money orders will be accepted for future payments for 6 months. After the 6 month period, personal checks may again be submitted. However, after reinstatement, if there is one (1) subsequent occurrence of a returned check, then all future payments shall be by cashier's checks or money orders.

- 20. Owner Disputes. If the Owner disputes the accuracy of the calculation of an account or the amount charged to the Owner's Assessment account, an objection to the specific charges must be received by the Board within 30 days of the date notice was received by the Owner of the charge or balance. The disputed amount may remain unpaid during the investigation, but undisputed portions of the account must be paid before the delinquency date in order to avoid Collection Costs. No action will be taken to collect the disputed amounts until the investigation is complete and the Board makes a decision. The Owner must provide the following information in writing regarding any dispute:
 - (a) The Owner's name, mailing address, and account number.
 - (b) The exact dollar amount in dispute or in error.
 - (c) For each charge in dispute, an explanation of the reasons the Owner believes there is an error, including evidence that may assist the Board in resolving the issue, i.e., dates, names, and check numbers, so that the dispute may be investigated efficiently and effectively.
 - (d) Copies of checks (both front and back), letters or other documents applicable to the account and claimed error must accompany the written objection.
- 21. 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 Assessments

and related costs and charges, including, but not limited to, initiating an action through the Nevada Real Estate Division and/or bringing an action in Small Claims, Justice 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.

22. <u>Notice to Association</u>. Owners should respond in writing or make payments to the address as directed by the Designated Collection Agent. If no address is given, responses and petitions should be mailed to the Association at the following address:

The Foothills at MacDonald Ranch Master Association c/o Real Property Management Group
P.O. Box 95606
Las Vegas, NV 89193

- 23. <u>Compliance Fines</u>. Pursuant to the Declaration and applicable Nevada law, the Association has a right to levy violation fines to noncompliant Owners as set forth in NRS 116 and the Association Compliance Fine Policy & Schedule adopted by the Board, which may be amended from time to time (collectively the "Governing Documents"). Delinquent violation fines and fees will be collected in accordance with this policy as Assessments are scheduled to be collected, with the exception that violation fines may not incur interest and foreclosure proceedings may not occur for past due or unpaid violation fines; however the Association may include any costs incurred during a civil action to enforce the payment of the past due fines. *See* NRS 116.31031 & NRS 116.31162.
- 24. <u>Write-offs</u>. In accordance with NRS 116, the Board shall approve all write-offs of debt and the Manager shall provide timely reports to the Board regarding collection matters.
- 25. <u>Designated Collection Agent Costs of Collection</u>. The collection fees and costs of the Association or its Designated Collection Agent, is attached hereto as Exhibit "A".

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26. <u>Suspension of Privilege</u>. In addition to any other remedies set forth herein, if any installment of Assessment, or any portion thereof, is not received prior to the deadline established in Paragraph 14, above, then the Board may, after notice and hearing, suspend the right of: (a) the Owner to vote at meetings of the Association, and (b) the Owner's or Owner's family and tenant or invitees of the Owner or tenant from using the Common Elements. The suspensions may be imposed so long as the Owner is delinquent in the payment of Assessments. No suspensions may be imposed until the Owner has been afforded the right to be heard in person, by submission of a written statement or through a representative, at any such hearing.

DATED this <u>25</u> day of October, 2017.

HE LOOTHITTOWT INVESTORIATED
ANCH MASTER ASSOCIATION
() (41) -
y: Your III
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s: President
sy: O Tan Deel
y. N. V. V. V.
s: Vice -President
sy: Mark Ohlen

Its: Treasurer

Its:

Secretary

Its: Director

EXHIBIT "A"

FEE SCHEDULE

Third Party Collection Costs for Collection of Delinquent Assessments and Fines Cannot Exceed the Rates Established by the Regulation adopted by the Commission For Common Interest Communities and Condominium Hotels, as noted below.

a)	Demand or Intent to Lien Letter	\$150.00
b)	Notice of Delinquent Assessment Lien	\$325.00
c)	Intent to Notice of Default Letter	\$ 90.00
ď)	Notice of Default	\$400.00
e)	Intent to Notice of Sale Letter	\$ 90.00
f)	Notice of Sale .	\$275.00
g)	Intent to Conduct Foreclosure Sale	\$ 25.00
h)	Conduct Foreclosure Sale	\$125.00
i)	Prepare and Record Transfer Deed	\$125.00
j)	Payment Plan Agreement – One Time Fee	\$ 30.00
k)	Payment Plan Breach Letter	\$ 25.00
1)	Release of Notice of Delinquent Assessment Lien	\$ 30.00
m)	Notice of Rescission Fee	\$ 30.00
n)	Bankruptcy Package Preparation and Monitoring	\$100.00
0)	Mailing Fee Per Piece, Subsections (a), (b), (d), (f) hereof only	\$2.00
p)	NSF Fee	\$ 20.00
q)	Escrow Payoff Demand Fee	\$150.00
r)	Substitution of Agent Document Fee	\$ 25.00
s)	Postponement Fee	\$ 75.00
t)	Foreclosure Fee	\$150.00
u)	Reasonable Management Company Fees not to exceed:	\$200.00
v)	Reasonable attorney's fees and actual costs	

w) Additional costs include, but are not limited to, the cost of a trustee's sale guarantee, recording costs, posting and publishing costs, sale costs, mailing costs, express delivery

costs and skip trace fees, which may be charged at the actual cost incurred.

THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION COMPLIANCE POLICY AND PROCEDURES FOR ENFORCEMENT OF GOVERNING DOCUMENTS

The Board of Directors of the Foothills at MacDonald Ranch Master Association (the "Board") is responsible for conducting, managing, and controlling the affairs and business of the Foothills at MacDonald Ranch Master Association (the "Association"). In accordance with those responsibilities, the Board may adopt reasonable rules and regulations governing, among other things, for the management of the Association. Based on the foregoing, the following policy and procedures for handling violations by Owners, is hereby adopted.

I. POLICY

It is the policy of the Board to provide for the proper and fair operation of the Association. In accordance with that policy, the Board has adopted the following procedures, which govern the Association's method for handling alleged and actual violation of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Association, which was recorded on August 20, 1997 (the "Declaration"), the Articles of Incorporation of the Association, which were recorded with the Nevada Secretary of State on July 25, 1997 (the "Articles"), the Bylaws of the Association, which were adopted on August 28, 1997 (the "Bylaws"), and any other documents that govern the operations of the Association (collectively the "Governing Documents").

П. PROCEDURE

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

- A. <u>First Request for Information and Compliance/Courtesy Notice</u>: A Courtesy Notice will be sent notifying the Owner of the alleged violation with reference to the applicable document and provisions at issue. The Courtesy Notice will be sent without monetary penalty or sanction. The Courtesy Notice shall be sent to the Owner at the address of the Lot, unless the Owner has notified the Association, in writing, of a different address for notice. In addition, the Courtesy Notice shall:
 - 1. Specify in detail the alleged violation and the proposed action to cure the alleged violation.
 - 2. Provide a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the Lot or the grounds of the Lot, or an act or failure of which it is possible to obtain a photograph, and
 - 3. Provide a reasonable opportunity to cure the alleged violation or contest the alleged violation at a hearing, which time period shall not be less than 15 days.

A copy of the Courtesy Notice may also be mailed to the occupant of the Lot.

Upon receipt of the Courtesy Notice: The Owner must participate in the process by:

1. Completing the enclosed Homeowner Response Form and returning it to the Association within fifteen (15) days of receipt of the Courtesy Notice. The Owner must include the following information:

- a. The corrective action taken or to be taken that will bring the Lot and Owner into compliance; or
- b. The reasons that the Owner feels that he or she is not in violation; or
- c. A request for a hearing before the Board of its duly authorized appointee, if so desired.
- B. <u>A Second Request for Information and Compliance/Formal Notice:</u> If an Owner fails to select one of the above options or fails to abide by his or her selection, a Formal Notice will be sent. The Formal Notice shall be sent to the Owner at the address of the Lot, unless the Owner has notified the Association, in writing, of a different address for notice. In addition, the Formal Notice shall:
 - 1. Specify in detail the alleged violation and the proposed action to cure the alleged violation.
 - 2. Provide a clear and detailed photograph of the alleged violation, if the alleged violation relates to the physical condition of the Lot or the grounds of the Lot, or an act or failure of which it is possible to obtain a photograph, and
 - 3. Provide a reasonable opportunity to cure the alleged violation or contest the alleged violation at a hearing, which time period shall not be less than 15 days.

A copy of the Formal Notice may also be mailed to the occupant of the Lot.

<u>Upon receipt of the Formal Notice:</u> The Owner must take action to communicate with the Board or it's duly appointed designee in any one of the ways outlined in Section A1 (a) above.

<u>Failure to Participate:</u> If an Owner fails to respond to the Formal Notice, the following sanctions will be imposed in accordance with Section C (1) below.

- C. <u>A Third Request for Information and Compliance/Notice of Hearing</u>: If an Owner continues to fail to select one of the above options or fails to abide by his or her selection, a Hearing Notice will be sent. The Hearing Notice shall be sent to the Owner at the address of the Lot, unless the Owner has notified the Association, in writing, of a different address for notice. The Notice of Hearing must contain each of the items contained in the Courtesy Notice. In addition, the Notice of Hearing must contain:
 - 1. The date, time and location for the hearing on the alleged violations;
 - 2. The amount of the fine that may be paid by the Owner or tenant for the alleged violation; and
 - 3. The name of the person issuing the Notice of Hearing.
- **D.** *Hearing*. If an Owner is called to (or requests a hearing before the board) or its duly appointed designee, the following rules shall apply:
 - 1. <u>Failure to Appear:</u> The Owner has the right to attend all portions of the hearing, except the deliberations of the Board. If an Owner fails to appear at the scheduled hearing, the Board or its duly appointed designee will proceed in the Owner's absence and make a decision based on the evidence in its possession.
 - 2. <u>Representation:</u> An Owner requesting a hearing may be represented at the hearing by counsel, by any other individual named on the deed, or by any other individual holding a notarized power of attorney.

- Should the Owner choose to exercise that right, the Owner or tenant must notify the management company in order to provide time for the Board to engage its own legal counsel, if determined by the Board.
- 3. <u>Evidence:</u> The Owner may present any evidence or make any statement relating to the alleged violation, either in person or through a representative as defined above. Owners may also respond in writing to be reviewed at the hearing.
- 4. <u>Time Limit:</u> The Board or its duly appointed designee may limit the time an Owner is allowed to present evidence.
- 5. <u>Conflict of Interest</u>. The Owner may present information relating to any conflict of interest of any member of the hearing panel.
- E. <u>Matters Exempt From Courtesy and Formal Notices</u>. If the nature of the alleged violation is such that, in the sole discretion of the Board, it poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents of the Community, then, subject to the relevant provisions of Nevada law, the Association may immediately send a Notice of Hearing, as set forth in Section C above, without first sending the Courtesy Notice required by Section A, or the Formal Notice required by Section B, above. Violations that may pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or Residents of the Community include, but are not limited to, the following:
 - 1. Misuse of Amenities;
 - 2. Damage to Association Property and Common Elements;
 - 3. Offensive/Aggressive Behavior with or without a vehicle;
 - 4. Dogs off leash or not under control;
 - 5. Short Term Rental or Vacation Rentals;
 - 6. Speeding, running a stop sign or tailgating;
 - 7. Parking in front of a fire hydrant or in a fire lane
- **F.** <u>Sanctions</u>: At the hearing, the Board or its duly appointed designee may use its power to levy a violation assessment or other sanctions in accordance with Nevada Law.
 - 1. <u>Fines:</u> The Owner or tenant may be assessed a fine of not more than \$100.00 per violation, or a total amount of \$1,000.00, if the conduct does not pose an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents of the Community. The Owner or tenant may be assessed a fine commensurate with the severity of the violation, with no statutory maximum, if the conduct poses an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents of the Community.
 - 2. If the Board or its duly appointed designee imposes a fine, it will be levied in the amount allowable by law. If the violation is not cured within fourteen (14) days, the violation shall be deemed a continuing violation. Thereafter, the Board or its duly appointed designee may impose additional fines in accordance with Nevada law. Additional fines will be imposed without notice and without an opportunity to be heard.
 - 3. Other Sanctions: The Board or its duly appointed designee may impose sanctions other than fines or in addition to fines, and either body may take any action allowable under Nevada law, including, but not limited to, removal of voting rights, restriction of use of common area amenities, institution of legal action, and correction of the violation.

- Any fees or costs incurred in correction of the violation will be assessed to the Owners account.
- G. <u>Hearing Response</u>: After an Owner presents his or her case, the Board or its duly appointed designee will consider the matter outside the presence of the Owner. Within thirty (30) days of the hearing the Board or its duly appointed designee will issue a written response to the Owner outlining the decision.
- H. <u>Compliance Committee</u>: The Board may appoint a committee of members to give notice of violations, hold hearings, and/or recommend appropriate action and sanctions for Owners who fail to abide by the Governing Documents.
- I. <u>Appeal Process</u>: In the event that a Compliance Committee is appointed to handle hearings and sanctions, an Owner may, within fifteen (15) days of the decision, appeal to the Board by service a written request on the management company or Board designee. If the violation process management by the Board, without involvement of a designee or the Compliance Committee, no appeal may be taken.
- J. <u>Notice of Correction</u>: It is the Owner's responsibility to notify the board or its duly appointed designee, in writing, through the management company, when the violation has been corrected.
- K. <u>Costs Incurred in Civil Actions</u>. Any past due fine may include any costs incurred by the Association during a civil action to enforce payment of the past due fine. <u>See</u> NRS 116.31031(11).
- L. <u>Cumulative Remedies</u>. The remedies and penalties set forth herein are cumulative in nature and do not prevent the Association from taking all necessary legal action to enforce any violations of the Association's Governing Documents by declaratory and injunctive relief. Thus, the Association reserves the right to avail itself of any other remedy permitted by law and the Association's Governing Documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims, Justice or District Court or initiating arbitration proceedings through the Nevada Real Estate Division. <u>See</u> NRS 38.310, et seq. 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.

III. CONFLICT AND SEVERABILITY

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

If any of these Procedures should be rules invalid or improper, the validity and enforceability of the Procedures not ruled invalid or unenforceable will be unaffected and the Procedure held invalid shall be reformed so as to give it the manifest intent for which it was drafted.

IV. SUMMARY OF COLLECTION FEES AND COSTS.

The collection fees and costs of the Association or its designated collection agent are attached hereto as Exhibit "A".

THE FOREGOING PENALTY POLICY AND PROCEDURE GUIDE IS HEREBY ADOPT.	ED
BY THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD	OF
DIRECTORS THIS 25th DAY OF July , 2018.	

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Its: President

Its: Secretary

EXHIBIT "A" COLLECTION FEES AND COSTS

150901



* Exhibit"A"-Subject to change *

Collection Fees

Demand or intent to lien letter\$150
Notice of delinquent assessment lien\$325
Intent to notice of default letter\$90
Notice of default
Intent to notice of sale letter
Notice of sale\$275
Intent to conduct foreclosure sale
Conduct foreclosure sale\$125
Prepare and record transfer deed\$125
Payment plan agreement – One-time set-up fee
Payment plan breach letter
Release of notice of delinquent assessment lien\$30
Notice of recession fee
Bankruptcy package preparation and monitoring
Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien, notice of default and notice of sale\$2
Insufficient funds fee\$20
Escrow payoff demand fee
Substitution of agent document fee
Postponement fee
Foreclosure fee
Actual costs of collections pursuant to Nevada Register of Administrative Regulations R199-09
Posting and publishing:
Trustee's sale guarantee:
Recordings for notice of liens, notice of defaults and notice of HOA sale: . \$14-72
Mailing costs:
Costs may not be all inclusive.

THE FOOTHILLS @ MACDONALD RANCH MASTER ASSOCIATION FEES CHARGED TO OWNER BY ASSOCIATION AND THIRD-PARTIES

Association

- Late Fees on Assessments \$10.00 after the 30th of the month
- Interest on past due balances may be charged at the prime rate of the largest bank in Nevada, plus 2% adjusted each Jan. 1 and July 1
- NSF Charge \$20.00
- Intent to Lien \$75.00
- Violation Fines As outlined in the Compliance Policy and Procedures and may be amended from time to time
- Design Review Deposits As outlined in the Design Guidelines/and or CC&R's.
- Design Review Application Fee Currently, between \$35.00 \$50.00 per DRC submittal, depending on the proposed project may be amended from time to time.
- Records Inspection \$10.00 per hour
- Copies of Records & Minutes \$.25 per page for the 1st 10 pages; \$.10 per page thereafter
- Hard Copy of Audio Recording of Board Meetings on CD \$5.00 each
- Gate Transponders \$25.00 \$75.00 depending on the type of transponder purchased (subject to change)

Management Company

- Account Set-Up Fee \$350.00
- Re-Sale Package \$160.00 + Homewise Docs processing fee
- Re-Sale Package Expedited (less than 72 hours) \$125.00 EXTRA
- Demand Statements \$150.00
- Demand Statements Expedited up to \$100 EXTRA
- Demand Statement Update After 15 Days \$50.00
- Intent to Lien Cost \$75.00
- Account to Collection Agency \$200.00

Collection Costs

• All collection costs are outlined in the Collection Policy as adopted by the Board of Directors.

THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD OF DIRECTORS RESOLUTION RE: INVESTMENT POLICY AND PROCEDURE

WHEREAS, The Foothills at MacDonald Ranch Master Association (the "Association") is a Nevada nonprofit corporation governed by the laws of the State of Nevada, including Nevada Revised Statutes ("NRS") Chapter 116, which governs common-interest communities;

WHEREAS, the Association to the subject to the Master Declaration of Covenants, Conditions, Restrictions, Reservations of Easements, recorded in Clark County on August 20, 1997 (the "Declaration") and the Bylaws of The Foothills at MacDonald Ranch Master Association, duly adopted by the Board of Directors on August 29, 1997, and

WHEREAS, NRS 116.3102(1) (b) provides that an association has the power to invest the funds of the association in accordance with the requirements of NRS 116.311395;

WHEREAS, NRS 116.311395 prescribes that an association's funds shall only be invested in certain financial institutions;

WHEREAS, NRS 116.3103 provides that the members of the board of directors are fiduciaries who shall act on an informed basis and exercise ordinary and reasonable care, subject to the business judgment rule;

WHEREAS, NRS 116A.630 (16) requires an association's community manager to ensure that the board of directors develops and approves written investment policies and procedures;

WHEREAS, the Association's community manager has advised the Board of Directors ("Board") of the Association that the management company does not have the expertise to provide investment advice and has not provided investment advice; and

WHEREAS, pursuant to NRS 116A.630(4), the community manager has further advised the Board to seek any and all investment advice from qualified professional experts in the investment industry on any matters regarding the investment of Association funds;

NOW, THEREFORE, BE IT RESOLVED that the Association's Board hereby adopts the following Policy regarding the investment of Association funds ("Investment Policy") to protect, preserve and enhance the Association's assets:

- 1. <u>Purpose</u>: The purpose of this Investment Policy is to invest the Association's funds so as to achieve the following objectives:
 - a. First, protect the principal of the Association's investments;
 - b. Second, provide for liquidity to ensure that funds are available as needed to meet current obligations; and
 - c. Third, maximize yield.

- 2. <u>Deposit of Funds</u>. In accordance with NRS 116.311395, NAC 116.405(8)(f) and the Declaration, the Board shall cause all money of the Association to be deposited as follows:
 - a. <u>Financial Institution</u>. The financial institution in which the Association's funds are deposited ("Qualified Financial Institution") shall be one which is:
 - i. Located in the State of Nevada;
 - ii. Oualified to conduct business in Nevada; or
 - iii. Has consented in writing to be subject to the jurisdiction, including the power to subpoena, of the courts of Nevada and the Nevada Real Estate Division.

Should the Commission for the Common Interest Communities and Condo Hotels (the "Commission") adopt a form for this purpose, the financial institution shall immediately complete the form upon request. Until that form is completed, the financial institution(s) at which the Association's money is deposited shall provide the Association with a short statement or other documentation demonstrating that it satisfies one of the foregoing requirements, and the Association shall keep this documentation with all other documentation pertaining to the Association's accounts at such financial institution(s).

- b. <u>Insured Deposit</u>. Consistent with the options provided in NRS 116.311395(2), the Association's funds shall be deposited, maintained or invested in a Qualified Financial Institution whose accounts are insured by: (a) the Federal Deposit Insurance Corporation (the "FDIC") or (b) the National Credit Union Share Insurance Fund (the "NCUSIF").
- 3. Amount of Deposits. To protect the Association's financial assets, it is the Board's desire that the Association funds be 100% insured at all times in accordance with NRS 116 and NAC 116 requirements. Therefore, all funds of the Association shall be deposited into an account in a Qualified Financial Institution so as not to exceed the maximum amount that will be insured by the FDIC or NCUSIF. As of the date of this Investment Policy, such amounts are Two Hundred Fifty Thousand Dollars (\$250,000.00) per depositor (tax ID number), per insured bank, including principal and any accrued interest for accounts with FDIC or NCUSIF protection, (collectively, the "Insured Amount").
 - a. If necessary, the Association's funds shall be deposited at different Qualified Financial Institutions to ensure that all funds of the Association are at all times within the limits of insurance coverage provided by the FDIC or NCUSIF.
 - b. The Board may delegate such task to the community manager, and the Treasurer shall cause the Association's accounts to be monitored on a monthly basis and shall arrange for any funds in excess of the Insured Amount to be transferred to an account in a Qualified Financial Institution, subject to the requirements of paragraph 4 below, where the Association's account balance is below the maximum insured limit.
 - c. The Treasurer shall monitor any changes in the level of FDIC or NCUSIF insurance at least annually.
- 4. <u>Decision to Invest</u>. No investment decision or decision to open a new account shall be made outside of a Board meeting, except as provided in Article V, Section 5.10 of the Bylaws and only then in case of an emergency.

- 5. <u>Authorized Signers on Association Accounts</u>. Pursuant to Article IX, Section 9.8 of the Bylaws, the President and the Treasurer shall be authorized signers on the Association's accounts, provided that other officers may also be signers as the Board may require.
- 6. Power to Withdraw or Transfer Funds. Pursuant to NRS 116.31153, money in the Association's reserve accounts may only be withdrawn on the signature of two Board members or at least one Board member and one officer who is not a Board member. Funds from the Association's operating accounts may be withdrawn with two signatures, the first of which shall be either a Board member or one officer and the second of which shall be either a Board member or an officer. The community manager will not be a signor on any account maintained by the Association. Operating account funds may be withdrawn without signatures to:
 - a. Transfer money to the Association's reserve account at regular intervals;
 - b. Make automatic payments for utilities;
 - c. Make an electronic transfer of money to a state agency in amounts of \$10,000 or more owned for taxes, interest, penalties or other obligations; or
 - d. Make an electronic transfer of money to the U.S. Government or its agencies which require electronic transfers.
- 7. <u>Electronic Signatures</u>. The Association may use electronic signature to withdraw operating account funds by taking the following steps:
 - a. <u>Agreement with Financial Institution</u>. The Board shall enter into a written agreement with the financial institution regarding the electronic transfer of money.
 - b. Express Authorization. Pursuant to NRS 116.31153(4), the Board hereby expressly authorizes the electronic transfer of money which is defined as any transfer of money, other than a transaction initiated by a check or other similar instrument, that is initiated through an automated clearinghouse transaction, an electronic check transaction or a wire transfer for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account.
 - c. <u>Internal Controls</u>. The Association shall establish internal accounting controls which comply with generally accepted accounting principles to safeguard Association assets.
- 8. <u>Financial Review by the Board</u>. As provided in NRS 116.31083 (6), the Board shall review, at a minimum, at a Board meeting held at least once each quarter, and not less than once every 100 days, the following financial information and document its review in the minutes of that meeting:
 - a. A current year-to-date financial statement;
 - b. A current reconciliation of the reserve account and the operating account;
 - c. A current year-to-date schedule of revenues and expenses for the operating account and reserve account, compared to the budget for those accounts; and
 - d. The latest account statements prepared by the financial institutions in which the accounts of the Association are maintained.

If the requirements of NRS 116.31083 (6), or any successor statute, are amended, the provisions of this Paragraph shall automatically be deemed to conform to such amendments and the Board shall review the financial information at such frequency as required under current Nevada law.

- 9. <u>Reserve Study Review Annually:</u> As required by NRS 116.31152, the Board shall annually review the Association's reserve study and incorporate its finding in the investment decision-making process to insure liquidity.
- 10. <u>Digital Signatures</u>. If using digital signatures is allowed by current law, each director shall immediately upon signing into the financial institution for the first time, change his unique pass code so that only he or she can authorize the digital signature to be placed on the check or document.

BE IT FURTHER RESOLVED that the officers of the Association are, and any of them is, hereby authorized and directed to take all actions, including the execution of all documents, that the officers deem necessary or advisable in order to carry out the purpose and intent of the foregoing resolutions and that any such acts taken prior to this Resolution in connection herewith are hereby ratified and approved as acts and deeds of the Association.

DATED this 25th day of July, 2018.

THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION

By: Vice President

its: Vice President

By: Affine William Its: Secretary

By: Treasurer

By: Director

FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD OF DIRECTORS RESOLUTION

RE: POLICY FOR SAFEGUARDING PERSONAL INFORMATION

WHEREAS, Foothills at MacDonald Ranch Master Association (the "Association") is a Nevada nonprofit corporation governed by the laws of the State of Nevada, including Nevada Revised Statutes ("NRS") Chapter 116, which governs common-interest communities;

WHEREAS, NRS 116.3102(1) (a) provides that an association may "adopt and amend rules and regulations";

WHEREAS, Article IV, Section 4.3 of the Master Declaration of Covenants, Conditions and Restrictions for The Foothills at MacDonald Ranch (the "Declaration") provides in pertinent part that the Association may make and enforce reasonable rules and regulations governing the use of the Properties and for other purposes consistent with the rights and duties established by the Declaration;

WHEREAS, Article VIII Sections 8.1 of the Bylaws of the Foothills at MacDonald Ranch Master Association (the "Bylaws") provides that the Board shall have the duties necessary for the administration of the Association's affairs and may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association;

WHEREAS, NRS 603A.210 requires data collectors that collect, handle or disseminate nonpublic personal information to enact reasonable security measures to protect such information from unauthorized access, acquisition, destruction, use, modification or disclosure.

WHEREAS, the Association and/or its managing agent is a "data collector" as defined by NRS 603A.030 being a Nevada business entity or association that for any purpose, whether by automated collection or otherwise, handles, collects, disseminates or otherwise deals with nonpublic personal information;

WHEREAS, NRS 603A.040 defines "personal information" as follows:

- 1. "Personal information" means a natural person's first name or first initial and last name in combination with any one or more of the following data elements, when the name and data elements are not encrypted:
 - (a) Social security number.
- (b) Driver's license number, driver authorization card number or identification card number.

- (c) Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account.
- (d) A medical identification number or a health insurance identification number.
- (e) A user name, unique identifier or electronic mail address in combination with a password, access code or security question and answer that would permit access to an online account.
- 2. The term does not include the last four digits of a social security number, the last four digits of a driver's license number, the last four digits of a driver authorization card number or the last four digits of an identification card number or publicly available information that is lawfully made available to the general public from federal, state or local governmental records.

WHEREAS, the Association (including the Board), its agents, and volunteers may acquire nonpublic personal information in conjunction with carrying out the Association's duties and responsibilities in one or more of the following circumstances:

- The Association may proactively request and collect such information in carrying out its
 responsibilities under the law and Governing Documents such as when the Association
 requests a social security number in order to verify eligibility for protection under the
 Nevada Servicemembers' Civil Relief Act or a copy of a voided check with a bank
 account number used to set up direct debt assessment payments.
- Alternatively, the Association may inadvertently acquire such personal information when
 it is included as part of other documents. For example, the collection file on an
 Association-foreclosed unit may include the name and driver's license number of the
 high bidder or an Owner may provide a copy of a lease agreement on which includes a
 driver's license number or other confidential information.
- Nonpublic personal information may be faxed or emailed to the Association or delivered in hardcopy via the mail. An Owner may hand deliver an original document, such as a driver's license, which is copied for the Association's records using a digital copy machine.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following Policy for safeguarding personal information:

- 1. The Association shall take reasonable measures to safeguard this nonpublic personal information by adopting administrative, record storage and data security procedures developed in consultation with appropriate professionals.
- 2. This policy and related procedures shall be distributed to the Board, the managing agent and volunteers on an annual basis.

- 3. The managing agent shall ensure that each person working on the Association's account understands the definition of nonpublic personal information and can identify the most common sources by which the Association receives this information and the steps which must be taken to secure it. On an annual basis, the Community Manager shall provide the Board with a written acknowledgement that this information has been reviewed with the managing agent's employees.
- 4. Unless the person's duties involve routine review or processing of nonpublic personal information, any person encountering nonpublic personal information in any document in the Association's possession or control shall immediately bring it to the attention of the Community Manager so that it may be properly secured.
- 5. The Board shall establish reasonable safeguards for storing its nonpublic personal information. Such safeguards may include, but are not limited to:
 - a. Use of encryption to ensure the security of electronic transmission of data meeting the standards set forth in NRS 603A.215. Pursuant to NRS 603A.215(2), a data collector shall not transfer any personal information through an electronic, non-voice transmission other than a facsimile to a person outside of the data collector's secure system unless it uses encryption to ensure the security of the electronic transmission.
 - b. Segregation of nonpublic personal information from other generally accessible data. This may include ensuring that personal information is maintained in locked files separate from the general homeowner files; a separate password protected 'filing cabinet' exists within an electronic record storage system for personal information, or access to screens, reports or programs within the management/accounting or access software where such personal information is stored is restricted.
 - c. Limitations on the number and types of persons (e.g. Community Manager, Accounting Manager, Board Treasurer) who are authorized to access or process nonpublic personal information in the Association's or its managing agent's possession.
 - d. Requirements for the proper disposal of nonpublic personal information.
 - e. If the Association or its managing agent accepts credit cards, debit cards or any other cards meeting the definition of "payment card" pursuant to NRS 205.602, compliance with the current version of the Payment Card Industry (PCI) Data Security Standard as set forth in NRS 603A.215.
- 6. The Association shall maintain insurance covering a breach of nonpublic personal information.
- 7. Contracts with agents and vendors, including but not limited to those who may have access to: (1) the Association's computer system through the internet or by servicing data storage devices on site, (2) paper records through a document destruction or a paper to

electronic storage conversion contract or (3) contractors who create and store Association records on software such as management/accounting software or gate access control software, shall include provisions addressing the security of nonpublic personal information. Pursuant to NRS 603A.215(2)(b), a data collector shall not move any data storage device containing personal information beyond the logical or physical controls of the data collector, its data storage contractor or, if the data storage device is used by or is a component of a multifunctional device, a person who assumes the obligation of the data collector to protect personal information, unless the data collector uses encryption to ensure the security of the information.

- 8. In the event the Association discovers an unauthorized acquisition of computerized or hard copy data that materially compromises the security, confidentiality or integrity of personal information in the Association's records, the Association shall promptly notify the affected person(s) of the breach unless a law enforcement agency determines that the notification would impede a criminal investigation. However, as soon as the law enforcement agency determines that the notification will not compromise the investigation, the Association shall notify the affected person(s). See NRS 603A.220.
- 9. The Association shall take reasonable measures to ensure the destruction of records containing nonpublic personal information when retention of such information is:
 - a. No longer necessary; or
 - b. No longer required to be maintained as part of the Association's books and records pursuant to NRS 116.31175(7).

"Reasonable measures" means any method that modifies the records containing the personal information in such a way as to render the personal information contained in the records unreadable or undecipherable. See NRS 603A.200(2)(b).

- 10. When the Association no longer needs access to nonpublic personal information in its unredacted form (e.g. when the person to whom the information applies is no longer a resident of the community), the Association shall redact the information by using commercially available redaction software for scanned or electronic records, securely deleting the un-redacted document, or by manually redacting information retained in hardcopy.
- 11. Pursuant to NRS 116.31175(7), at the end of 10 year record retention period, the Association shall destroy any out dated nonpublic personal information by:
 - a. Shredding any hard copies;
 - b. Securely deleting personal information from electronically maintained records.
- 12. Before selling, donating, exchanging, or decommissioning any data storage device, including but not limited to, computers, cell phones, electronic computer drives, optical computer drives, digital copiers and multi-function printers, the Association shall ensure

that all data has been securely deleted from the device. Lost or stolen data storage devices shall be promptly reported to the Community Manager.

13. On an annual basis, the Board shall cause a review of Association operations to (1) identify what processes, procedures, activities or services may result in the collection of nonpublic personal information, (2) test that privacy protection procedures are functioning as intended, and (3) revise this policy or its procedures. As new services or technologies are added, the Board shall consider whether such services or technologies will result in the Association collecting nonpublic personal information and how such information will be secured.

DATED this 25th day of Ortober 2017

FOOTHILLS AT MACDONALD RANCH MASTER/ASSOCIATION

- 1/1) H

President

Vice President

By: // (Min /) W Secretary

By: Vacant

Treasurer

Director ,

THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION PARLIAMENTARY PROCEDURES

AUTHORITY AND PURPOSE FOR THE RESOLUTION:

WHEREAS, the Foothills at MacDonald Ranch Master Association is a Nevada Corporation duly organized and existing under the laws of the State of Nevada; and

WHEREAS, NRS 116 has specific provisions regarding the Board of Directors responsibility to detail in their Bylaws how meetings will be conducted; and

WHEREAS, the Bylaws state that Robert's Rules of Order as adopted by the Board of Directors by Resolution will be used to conduct all Board and Member meetings, and

WHEREAS, Robert's Rules allows the body itself to make rules how their meetings will be conducted; and

WHEREAS, the Foothills at MacDonald Ranch Master Association's Board of Directors feel it is important that a consistent standard is set for running the business meetings and affairs of the community to facilitate orderly and effective meetings.

NOW THEREFORE, BE IT RESOLVED:

All meetings will be conducted using the following format until otherwise changed by a majority vote of the members of the Board of Directors and memorialized and adopted in a formal resolution.

- 1) The Board may limit the time allotted to each Owner during the Homeowner Open Forum portions of the meeting to 3 minutes per Owner.
- 2) Before any action is taken on any item, a motion must be made. If at a Director's meeting, a Board Member must make the motion, but at a Member's meeting any owner may make a motion from the floor as long as the item was properly noticed on the members meeting agenda and distributed in accordance with NRS 116 laws.
- 3) All motions must be seconded before any discussion shall be held on any item. If the second is not received, the item will be immediately postponed until a later date.
- 4) Any discussion will follow the second, but is limited to each director addressing each motion one time
- 5) A majority of the members of the Board present is required to pass any motion.
- 6) If the original motion is changed, the original person making the motion must approve of the amendment before a second is received and further discussion proceeds.
- All motions made during a Board or Members meeting shall be recorded in the minutes according to current Nevada law.
- 8) Before any motion is made, unless an emergency as defined in NRS 116, the action for consideration must have been properly placed and noticed on the agenda of the meeting the action is being requested. The agenda must be prepared and distributed according to the current NRS 116 requirements.
- 9) Each agenda will state that action may be taken on the items included.
- 10) Abstentions are counted as absence and a majority of the votes cast decide the issue. Board Members will not abstain simply because they don't want to voice their opinions in front of the owners, but rather to state that they have a conflict of interest or were not at the last meeting, etc. As the Board packages are distributed 5 days before all Board meetings, not reading the material is not a valid reason to abstain unless on vacation, out of town or did not receive the package,
- The minutes of any Board meeting will reflect how each Board Member voted as required by current NRS 116 provisions.
- 12) A motion is needed to adjourn the meetings. It requires a second and cannot be amended.

- Time Limit: The Board or its duly appointed designee may limit the time an Owner is allowed to present evidence.
- Sanctions: At the hearing, the Board or its duly appointed designee may use its power to levy
 a violation assessment or other sanctions in accordance with Nevada Law.
 - Fines: If the Board or its duly appointed designee imposes a fine, it will be levied in the amount allowable by law. If the violation is not cured within fourteen (14) days, the violation shall be deemed a continuing violation. Thereafter, the Board or its duly appointed designee may impose additional fines in accordance with Nevada law. Additional fines will be imposed without notice and without an opportunity to be heard.
 - ii. Other Sanctions: The Board or its duly appointed designee may impose sanctions other than fines or in addition to fines, and either body may take any action allowable under Nevada law, including, but not limited to, removal of voting rights, restriction of use of common area amenities, institution of legal action, and correction of the violation.
 - Any fees or costs incurred in correction of the violation will be assessed to the Owners account.
- 6. <u>Hearing Response</u>: After an Owner presents his or her case, the Board or its duly appointed designee will consider the matter outside the presence of the Owner. Within thirty (30) days of the hearing the Board or its duly appointed designee will issue a written response to the Owner outlining the decision.
- 7. Appeal Process: In the event that a Compliance Committee is appointed to handle hearings and sanctions, an Owner may, within fifteen (15) days of the decision, appeal to the Board by service a written request on the management company or Board designee. If the violation process management by the Board, without involvement of a designee or the Compliance Committee, no appeal may be taken.
- D. Notice of Correction: It is the Owner's responsibility to notify the board or its duly appointed designee, in writing, through the management company, when the violation has been corrected.
- E. Compliance Committee: The Board may appoint a committee of members to give notice of violations, hold hearings, and/or recommend appropriate action and sanctions for Owners who fail to abide by the Governing Documents.

III. CONFLICT AND SEVERABILITY

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

If any of these Procedures should be rules invalid or improper, the validity and enforceability of the Procedures not ruled invalid or unenforceable will be unaffected and the Procedure held invalid shall be reformed so as to give it the manifest intent for which it was drafted.

THE FOREGOING PENALTY POLICY AND PROCEDURE GUIDE IS HEREBY ADOPTED BY THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD OF DIRECTORS THIS DAY OF SAMULY , 2012.

time In

President

Attested By:

Secretary

THE FOOTHILLS @ MACDONALD RANCH MASTER ASSOCIATION

November 2018

NOTICE PURSUANT TO SENATE BILL 33 – EFFECTIVE MAY 29, 2017 (NEVADA'S SERVICEMEMBERS CIVIL RELIEF ACT)

Notice of Protections for Servicemembers and Their Dependents

Dear Unit Owner or Successor in Interest:

If you are a service member, or a dependent of a service member, or a successor in interest of a service member, you may be entitled to certain protections in collection activity pursuant to Nevada Senate Bill 33, which became effective on May 29, 2017. Specifically, an association may not "initiate the foreclosure of a lien by sale" while the service member is on active duty of deployment, or for one year immediately thereafter.

To avail yourself of these protections, you must complete and return to the management office the attached eligibility verification form. Both the servicemember's social security number and a date of birth are required in order for the Association to accurately verify active duty status through the internet website maintained by the United Stated Department of Defense. The Association will maintain the security of this personal information as required under NRS 603A.

Definitions under Senate Bill 33:

Service member – member of the U.S. Armed Forces, a reserve component thereof, or the National Guard.

Active Duty – full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 USC §§ 1209 and 1211.

Deployment – movement or mobilization of a service member from his or her home station to another location for more than 90 days pursuant to military orders.

Dependent – (a) the servicemember's spouse; (b) the servicemember's child (as defined in 38 USC §101(4); or (c) an individual for whom the servicemember provided more than one-half of the individual's support for 180 days immediately preceding an application for relief under 50 USC Chapter 50.

Please be advised that the protections afforded by the Nevada Servicemembers Civil Relief Act do not apply if a court determines that your ability to pay or your dependent's ability to pay the obligation owed to the Association is not materially affected by the active duty or deployment.

If you have any questions regarding this information, please contact the management office at 702-933-7764 or via email at lroberts@rpmginc.com.

Sincerely,

Lisa Roberts

Lisa Roberts, SCM, CMCA®, AMS®, PCAM® Community Manager for The Foothills @ MacDonald Ranch Master Association At the Direction of the Board of Directors

THE FOOTHILLS @ MACDONALD RANCH MASTER ASSOCIATION

NEVADA SERVICEMEMBERS CIVIL RELIEF ACT ELIGIBILITY VERIFICATION FORM
Unit Owner's Name:
Unit Address:
Mailing Address, if different:
Email Address:
Servicemember's Name:
Servicemember's Date of Birth:
Servicemember's Social Security Number:
Current or anticipate active duty dates:
Current or anticipate deployment dates:
Name of Dependents:
I am eligible for protection under the NVSCRA 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 NVSCRA 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 NVSCRA; (2) the Association will use this information to verify eligibility both initially and periodically thereafter; and (3) when my or my dependents eligibility for NVSCRA protections expire, I will notify the Association within fourteen (14) days.
Signature:
Printed Name:
Date:

The Foothills at MacDonald Ranch
Master Association

Component Inventory and
Estimated Use Life
FRNAL

Page 2 of 5 September 2018

SOURCE COST SODE ۵ ۵ ⋖ ⋖ ⋖ ⋖ ⋖ 1,400.00 set 2,800.00 per ton 12,000.00 set 35,000.00 set 15,688.00 set 25,000.00 set 1,000.00 set 4,500.00 set 3,450.00 set 12.00 LWF 2,500.00 ea. 10.00 sq.ft. 35,000.00 set 12.00 LWF 3,000.00 ea. 3,670.00 set 5,184.00 ea. 1.95 sq.ft. 5.00 sq.ft. 20.00 sq.ft. 200.00 ea. \$ Unit Cost 1 ea. 2 Ton HVAC Unit 6 ea. Wall Lighting Fixtures 100 LWF 2 ea. Restrooms w/Fixtures & Stalls 12 ea. Benches, 9 ea. Picnic & 8 ea. Receptacle Large Water Feature w∕Vault for Equipment 90 LWF Desk, Chair, Misc. Furnishings 1 ea. Surveillance System w/Cameras & Equipment 4 ea. Single Hinge Gates 1 set Loops w/4 ea. RF Units 2 ea. Arm Barriers LEASED HOA OWNED 1 ea. System Approximate Quantity 515 sq.ft. 1 ea. Restroom w/fixtures 4 ea. Single Hinge Gates 4 ea. 1/2 HP Operators 2 ea. Shade Covers, 1,796 sq.ft. LEASED/NOT HOA OWNED 1 ea. System 515 sq.ft. 0.00 0.00 3,771.43 2,625.00 600.00 12,096.00 493.60 0.00 0.0 7,000.00 515.00 756.00 700.00 980.00 2,613.33 420.00 2,936.00 2,300.00 2,500.00 7,184.00 7,210.00 FUNDING GOAL YEAR END 230.00 49.36 120.00 500.00 1,045.87 0.00 342.86 734.00 375.00 0.00 1,796.00 1,400.00 108.00 100.00 140.00 373.33 60.00 0.0 1,728.00 73.57 1,030.00 REQUIREMENT RESERVE ANNUAL 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% %0 %0 %0 PRORATED % REPLACEMENT COST 4,500.00 5,000.00 1,080.00 3,670.00 2,575.00 1,200.00 0.00 12,000.00 20,736.00 0.00 1,234.00 1,200.00 17,960.00 15,688.00 REPLACEMENT 0.00 35,000.00 10,300.00 1,000.00 1,400.00 5,600.00 3,450.00 CURRENT COST ESTIMATED USEFUL LIFE REMAINING (YEARS) 5 2 28 5 'n 15 S 'n ဖ 0 ო ო ო ო œ 0 7.7 2 GUARD HOUSE FACILITIES - STEPHANIE STREET (7 Year Depreciation) ESTIMATED (YEARS) 15 은 9 9 15 9 위 9 5 5 7 72 55 0 25 35 20 0 35 2 0 Surveillance System, repair/replace (Quick Pass LEASED) Park Restrooms Roof Tile, Underlayment, repair/replace Entry Gate Loop Detection System, w/RF, repair/replace VARIOUS PARKS & TENNIS COURT AREAS Park Restrooms Facilities, Interior, renovation Guard House Air Conditioning, repair/replace Guard House Lighting Fixtures, repair/replace Park Canvas Shade Covers, repair/replace Water Feature w/Equipment, repair/replace Entry Metal Gates & Fence, repair/replace Guard House Furnishings, repair/replace Guard House Metal Roof, repair/replace COMMON ELEMENT COMPONENTS Park Restrooms Stucco Exterior, paint 34 Entry Gate Operators, repair/replace Guard House Exterior Stucco, paint Guard House Restroom, renovation Quick Pass System, repair/replace Quick Pass System, repair/replace Guard House Interiors, renovation Entry Metal Gates & Fence, paint Entry Arm Barriers, repair/replace (11 Years Original Depreciation) Park Furnishings, repair/replace 36 33 30 35 4 28 3 32 33 37 38 39 6 42 25 26 27 2 33 7

The Foothills at MacDonald Ranch
Master Association

Component Inventory and
Estimated Use Life
FINAL

Page 3 of 5 September 2018

(11 Years Original Depreciation)	ESTIMATED ESTIMATED	ESTIMATED	CURRENT	PRORATED %	ANNUAL	2018 IDEAL			COST
	USEFUL LIFE REMAINING	REMAINING	REPLACEMENT	REPLACEMENT	RESERVE	YEAR END			SOURCE
# COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	COST	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	s Unit Cost	CODE
43 Park BBQ Grills, repair/replace	12	80	1,650.00	100%	137.50	550.00	2 ea. BBQ Grills	550.00 ea	4
44 Park Drinking Fountains, repair/replace	10	7	3,300.00	100%	330.00	990.00	3 ea. Drinking Fountains	1,100.00 ea	4
45 Park Bollard Lighting Fixtures, repair/replace	22	1	17,250.00	100%	784.09	8,625.00	23 ea. Bollard Lighting Fixtures	750.00 ea	4
46 Park Metal Fencing, repair/replace	35	24	44,595.00	100%	1,274.14	14,015.57	991 LF	45.00 LF	A
47 Park Metal Fencing, paint	5	-	5,946.00	100%	1,189.20	4,756.80	991 LF	6.00 LF	4
48 Park Play Station, repair/replace	18	10	24,000.00	100%	1,333.33	10,666.67	1 ea. Playstation	1 24,000.00 ea	¥
49 Park Area Surfaces, replace	10	80	18,672.00	100%	1,867.20	3,734.40	Rubber Surface	18,672.00 set	۵
50 Park Play Spring Toys, repair/replace	10	5	3,500.00	100%	350.00	1,750.00	7 ea. Spring Toys	500.00 ea.	∢
51 Park Swing Set, repair/replace	20	12	1,800.00	100%	90.00	720.00	2 ea. Swing Sets	1,800.00 set	∢
52 Tennis Court, resurface	18	15	37,000.00	100%	2,055.56	6,166.67	13,219 sq.ft.	. 37,000.00 set	۵
53 Tennis Court Fencing, repair/replace	35	25	30,550.00	100%	872.86	8,728.57	611 LF	50.00 LF	∢
54 Tennis Court Fencing Mesh, repair/replace	80	2	4,761.00	100%	595.13	1,785.38	5,290 sq.ft.	.90 sq.ft.	4
55 Tennis Court Lighting Fixtures, repair/replace	20	12	8,525.00	100%	426.25	3,410.00	11 ea. Shoebox Lighting Fixtures	775.00 ea.	4
56 Tennis Court Lighting Fixture Poles, paint	10	5	1,200.00	100%	120.00	600.00	12 ea. Shoebox Lighting Fixture Poles	100.00 ea	∢
OTHER COMMON COMPONENTS									
57 Solar Flashing Speed Signage, repair/replace	10	5	4,050.00	100%	405.00	2,025.00	9 ea. Signs	450.00 ea.	4
58 Metal Crash Gate, repair/replace	35	24	2,000.00	100%	57.14	628.57	1 ea. Crash Gate at Roma Hills	2,000.00 ea	4
59 Metal Crash Gate, paint	5	-	200.00	100%	40.00	160.00	1 ea. Crash Gate at Roma Hills	200.00 ea	A
60 Perimeter & Interior Landscaping & Irrigation, renovation	10	æ	638,275.00	35%	63,827.50	127,655.00	486,305 sq.ft.	3.75 sq.ft.	∢
61 Mature Various Palm Trees, replace	10	8	120,000.00	10%	12,000.00	24,000.00	Approx. 300 ea. Various Palm Trees	4,000.00 ea	∢
COMPONENTS ADDED TO 2018 STUDY									
62 Entry Gate Combo Locks, repair/replace	10	ς.	3,600.00	100%	360.00	1,800.00	8 ea. Combo Locks	s 450.00 ea	4
63 Concrete Rolled Curbs & Gutters, repair/replace	10	80	512,965.00	20%	51,296.50	102,593.00	244,269 sq.ft.	. 10.50 sq.ft.	∢

The Foothills at MacDonald Ranch
Master Association

Component Inventory and
Estimated Use Life
FINAL

Page 4 of 5 September 2018

	(11 Years Original Depreciation)	ESTIMATED	ESTIMATED ESTIMATED	CURRENT	PRORATED %	ANNUAL	2018 IDEAL			COST
		USEFUL LIFE REMAINING	REMAINING	REPLACEMENT	REPLACEMENT	RESERVE	YEAR END			SOURCE
#	COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	cosT	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	\$ Unit Cost	CODE
64	Concrete Sidewalk & Drains, repair/replace	10	8	37,328.00	20%	3,732.80	7,465.60	At Entries & Parks, 53,325 sq.ft.	3.50 sq.ft.	4
65	Private Street Signs, repair/replace	15	80	12,810.00	100%	854.00	5,978.00	42 ea. Street Signs	305.00 ea.	4
99	Signage, Informational & Directional, repair/replace	15	89	7,565.00	100%	504.33	3,530.33	89 ea. Various Signs	85.00 ea.	∢
29	Monument Street Signs, repair/replace	20	10	7,200.00	100%	360.00	3,600.00	6 ea. Monument Signs	1,200.00 ea.	∢
68	Landscape Lighting Fixtures, repair/replace	10	က	30,000.00	100%	3,000.00	21,000.00	Approx, 200 ea. Various Lighting Fixtures	150.00 ea.	4
69	Artificial Turf, repair/replace	10	80	288,940.00	100%	28,894.00	57,788.00	Approx. 14,447 sq.ft.	20.00 sq.ft.	4
2	Pet Sanitation Bag Dispenser, repair/replace	12	9	5,225.00	100%	435.42	2,612.50	11 ea. Bag Dispenser	475.00 ea.	4
71	Stone Pillars, repair/replace	35	24	20,480.00	100%	585.14	6,436.57	At Entry & Park, 1,024 sq.ft.	20.00 sq.ft.	4
72	Perimeter & Interior Block Walls, repair/replace	10	æ	84,448.00	20%	8,444.80	16,889.60	6,496 LF	65.00 LF	4
73	Perimeter & Interior Retaining Walls, repair/replace	10	ထ	11,214.00	20%	1,121.40	2,242.80	1,246 LF	45.00 LF	∢
74	Circuit Breaker Boxes, repair/replace	30	19	5,250.00	100%	175.00	1,925.00	8 ea. Wall & 14 ea. Standing Breaker Boxes	5,250.00 set	∢
75	Back Flow Preventers, repair/replace	20	o	157,000.00	100%	7,850.00	86,350.00	13 ea. Back Flow Large & Small Units	157,000.00 set	4
76	Full 5 Year Reserve Study, field survey & report	5	0	6,000.00	100%	1,200.00	6,000.00	1 ea. Reserve Study & Field Survey	6,000.00 ea.	∢
	ASSOCIATION PARCEL & GOLF COURSE PARCEL SHARE	ш								
11	Asphalt Overlay, 1.5" with raised UAC (as needed)	25	16	26,939.00	20%	1,077.56	9,698.04	39,910 sq.ft.	1.35 sq.ft.	∢
78	Asphalt Seal Coat/Crack Fill	5	-	2,195.00	20%	439.00	1,756.00	39,910 sq.ft.	.11 sq.ft.	A
79	Asphalt, patching/repairs	5	-	599.00	%09	119.80	479.20	39,910 sq.ft.	.03 sq.ft.	4
80	Concrete Rolled Curbs & Gutters, repair/replace	10	88	5,229.00	20%	522.90	1,045.80	4,980 sq.ft. (20%)	10.50 sq.ft.	4
8	Concrete Sidewalk, repair/replace	10	æ	5,139.00	20%	513.90	1,027.80	14,683 sq.ft. (20%)	3.50 sq.ft.	4
82	Parking Lot Lighting Fixtures, repair/replace	22	11	5,813.00	20%	264.23	2,906.50	15 ea. Lighting Fixtures	775.00 ea.	4
83	Parking Lot Lighting Fixture Poles, paint	10	5	750.00	20%	75.00	375.00	15 ea. Poles	100.00 ea.	∢
84	Tennis Court, resurface	18	15	21,613.00	%09	1,200.72	3,602.17	45,500 sq.ft.	.95 sq.ft.	∢
85	Tennis Court Fencing, repair/replace	35	25	30,525.00	20%	872.14	8,721.43	1,221 LF	50.00 LF	4

The Foothills at MacDonald Ranch	iation
The Foothills at Ma	Master Association

Component Inventory and Estimated Use Life FINAL

Page 5 of 5 September 2018

	(11 Years Original Depreciation)	ESTIMATED	ESTIMATED	CURRENT	PRORATED %	ANNUAL	2018 IDEAL			COST	
		USEFUL LIFE REMAINING	REMAINING	REPLACEMENT	REPLACEMENT	RESERVE	YEAR END		•	SOURCE	
#	COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	COST	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	\$ Unit Cost	CODE	
88	Tennis Court Fencing Mesh, repair/replace	80	S.	3,870.00	20%	483.75	1,451.25	8,600 sq.ft.	.90 sq.ft.	4	
87	Tennis Court Lighting Fixtures, repair/replace	20	12	24,800.00	20%	1,240.00	9,920.00	64 ea. Lighting Fixtures	775.00 ea.	4	
88	Tennis Court Lighting Fixture Poles, paint	10	2	1,600.00	20%	160.00	800.00	32 ea. Poles	100.00 ea.	4	
88	Tennis Area Metal Canopies, repair/replace	50	14	9,780.00	20%	195.60	1,760.40	3 ea. Canopies	19,560.00 set	<	
9	Tennis Area Metal Canopies, paint	10	c)	900.00	20%	90.00	450.00	3 ea. Canopies	1,800.00 set	4	
9	Basketball Court, resurface	18	10	2,850.00	20%	158.33	1,266.67	6,000 sq.ft.	.95 sq.ft.	٧	
92	Basketball Rims & Backboards, repair/replace	ω	4	250.00	20%	31.25	125.00	2 ea. Rims & Backboards	250.00 ea.	4	
83	Volleyball Sand Area, replace	80	4	125.00	20%	15.63	62.50	1 ea. Net	250.00 ea.	4	
8	Park & Area Landscaping & Irrigation, renovation	10	۵	51,118.00	20%	5,111.80	10,223.60	109,052 sq.ft. (25%)	3.75 sq.ft.	4	
92	Park & Area Furnishings, repair/replace	15	7	3,000.00	%09	200.00	1,600.00	Various Furnishings,& Drinking Fountains	6,000.00 set	4	
96	Perimeter Block Wall, repair/replace	10	8	3,195.00	20%	319.50	639.00	1.065 LF (10%)	60.00 LF	∢	

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UNITS OF MEASUREMENT USED:

sq.ft. = Square Feet LF = Linear Feet LWF = Linear Wall Feet

VGBP&SSA = Virginia Graham Baker Pool & Spa Safety Act

1 Acre = 43,560 square feet 1 Mile = 5,280 Linear Feet

Set = Total of all sub-components

Ea. = Each

R & R = Remove and Replace

1,922,647.93

366,001.02

5,130,641.00

100% (Percent) Total Replacement Cost = Total Unit Quantity x Total Unit Cost PRORATION % REPLACEMENT COST

Example: Component Useful Life (UL) is 30 years and will be funded to be replaced: every 30 years (RUL) will be funded at 100%

every 15 years (RUL) will be funded at 50%

every 7.5 years (RUL) will be funded at 25%

every 3 years (RUL) will be funded at 10%

provide intermittent funding (if needed) throughout the years. Some components may not require this proration method NOTE: All of these prorated timelines provide the same 100% funding over the 30 year period, but they simply



We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Proj	jected Expense	Component Cost	Yearly
YEAI	R 2018		
#76	Full 5 Year Reserve Study, field survey & report	6,000.00	
	0% Inflation Expense	0.00	·
			6,000.00
YEAI	R 2019		
#2	Asphalt Seal Coat/Crack Fill	168,726.00	
#3	Asphalt, patching/repairs	30,678.00	<u> </u>
#5	Concrete Pavers & Sand, repair	15,151.00	
#18	Entry Metal Gates & Fence, paint	3,670.00	
#33	Entry Metal Gates & Fence, paint	3,670.00	
#47	Park Metal Fencing, paint	5,946.00	
#59	Metal Crash Gate, paint	200.00	
#78	Asphalt Seal Coat/Crack Fill	2,195.00	
#79	Asphalt, patching/repairs	599.00	
	2% Inflation Expense	4616.70	
	1		235,451.70
#19	Entry Gate Operators, repair/replace	10,368.00	
#20	Entry Gate Loop Detection System, w/RF, repair/replace	3,500.00	
	Accrued Inflation Expense	560.27	14 400 00
			14,428.2
YEA	R 2021	·	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
#25	Guard House Exterior Stucco, paint	1,080.00	
#26	Guard House Interiors, renovation	10,300.00	
#27	Guard House Restroom, renovation	1,000.00	
#28	Guard House Furnishings, repair/replace	1,400.00	
#68	Landscape Lighting Fixtures, repair/replace	30,000.00	
	Accrued Inflation Expense	2644.67	
			46,424.6
YEA	R 2022		
#5	Concrete Pavers & Sand, repair	15,151.00	
#92	Basketball Rims & Backboards, repair/replace	250.00	
#93	Volleyball Sand Area, replace	125.00	
	Accrued Inflation Expense	1,248.42	
			16,774.42

Master Cont.

YEAR 2023

LEAR	2025		
#7	Private Pole Street Lighting Fixture Poles, repair/replace	8,000.00	
#10	Guard House Exterior Stucco, paint	1,092.00	
#15	Guard House Lighting Fixtures, repair/replace	2,400.00	
#34	Entry Gate Operators, repair/replace	20,736.00	
#35	Entry Gate Loop Detection System, w/RF, repair/replace	4,500.00	
#36	Entry Arm Barriers, repair/replace	3,450.00	
#39	Park Restrooms Stucco Exterior, paint	1,200.00	
#40	Park Restrooms Facilities, Interior, renovation	5,000.00	
#50	Park Play Spring Toys, repair/replace	3,500.00	
#54	Tennis Court Fencing Mesh, repair/replace	4,761.00	
#56	Tennis Court Lighting Fixture Poles, paint	1,200.00	
#57	Solar Flashing Speed Signage, repair/replace	4,050.00	
#62	Entry Gate Combo Locks, repair/replace	3,600.00	
#76	Full 5 Year Reserve Study, field survey & report	6,000.00	
#83	Parking Lot Lighting Fixture Poles, paint	750.00	
#86	Tennis Court Fencing Mesh, repair/replace	3,870.00	
#88	Tennis Court Lighting Fixture Poles, paint	1,600.00	
#90	Tennis Area Metal Canopies, paint	900.00	
	Accrued Inflation Expense	7,692.16	
			84,301.16

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	(10 Years Original Depreciation)	ESTIMATED	ESTIMATED ESTIMATED	CURRENT	PRORATED %	ANNUAL	2018 IDEAL			COST
		- USEFUL LIFE	USEFUL LIFE REMAINING	REPLACEMENT	REPLACEMENT	RESERVE	YEAR END			SOURCE
#	# COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	COST	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	\$ Unit Cost	CODE
<u>L</u>	ENTRY STREET & GROUND FACILITIES									
		35	15	56,847.00	100%	1,624.20	32,484.00	42,109 sq.ft.	1.35 sq.ft.	4
2		2	τ-	4,632.00	100%	926.40	3,705.60	42,109 sq.ft.	.11 sq.ft.	4
(7)	3 Asphalt, patching/repairs	2	-	1,263.00	100%	252.60	1,010.40	42,109 sq.ft.	.03 sq.ft.	A
4	4 Entry Metal Gates, repair/replace	35	25	6,000.00	100%	171.43	1,714.29	2 ea. Single Hinge Gate	3,000.00 ea.	A
4)	5 Entry Metal Gates, paint	2	-	400.00	100%	80.00	320.00	2 ea. Single Hinge Gates	200.00 ea.	∢
9	6 Entry Gate Operators , repair/replace	12		6,900.00	100%	575.00	3,450.00	2 ea. 1/2 HP Operators	3,450.00 ea.	A
	7 Entry Gate Loop Detection System, w/RF, repair/replace	10	5	3,500.00	100%	350.00	1,750.00	1 set Loops w/2 ea. RF Units	3,500.00 set	A
	8 Entry Gate Phone/Directory & Card Reader Unit, replace	12	9	4,200.00	100%	350.00	2,100.00	1 ea. Phone Directory	4,200.00 ea.	A
رن	9 Street Pole Lighting Fixture, repair/replace	18	10	775.00	100%	43.06	344.44	1 ea. Shoebox Lighting Fixture	775.00 ea.	A
-	10 Perimeter & Interior Landscaping & Irrigation, renovation	10	8	1,015.00	25%	101.50	203.00	1,476 sq.ft.	2.75 sq.ft.	4
	COMPONENTS ADDED TO 2018 STUDY									
	11 Concrete Rolled Curbs & Gutters, repair/replace	10	6	13,865.00	20%	1,386.50	1,386.50	5,546 sq.ft.	12.50 sq.ft.	A
1	12 Concrete Sidewalk, repair/replace	10	6	1,355.00	20%	135.50	135.50	1,935 sq.ft.	3.50 sq.ft.	
	13 Circuit Breaker Box, repair/replace	30	20	2,250.00	100%	75.00	750.00	1 ea. Wall Breaker Box	2,250.00 ea.	A
	14 Back Flow Preventer, repair/replace	20	10	750.00	100%	37.50	375.00	1 ea. Back Flow	750.00 ea.	A
]				103,752.00						
					ı	6.108.68				

Component Inventory and Estimated Use Life FINAL

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Ea. = Each

1 Mile = 5,280 Linear Feet

VGBP&SSA = Virginia Graham Baker Pool & Spa Safety Act 1 Acre = 43,560 square feet

PRORATION % REPLACEMENT COST

LWF = Linear Wall Feet

100% (Percent) Total Replacement Cost = Total Unit Quantity x Total Unit Cost

Example: Component Useful Life (UL) is 30 years and will be funded to be replaced: every 30 years (RUL) will be funded at 100%

every 15 years (RUL) will be funded at 50%

every 7.5 years (RUL) will be funded at 25%

every 3 years (RUL) will be funded at 10%

NOTE: All of these prorated timelines provide the same 100% funding over the 30 year period, but they simply

provide intermittent funding (if needed) throughout the years. Some components may not require this proration method.



We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Proje	ected Expense	Component Cost	Yearly
YEAR	. 2018		
None		0.00	
	0% Inflation Expense	0.00	(
		***************************************	0.00
YEAR	2019		
#2	Asphalt Seal Coat/Crack Fill	4,632.00	
#3	Asphalt, patching/repairs	1,263.00	
#5	Entry Metal Gates, paint	400.00	
	Accrued Inflation Expense	125.90	
***************************************			6,420.90
YEAR None	2020 0% Inflation Expense	0.00 0.00	
YEAR	2021		0.00
None		0.00	
	0% Inflation Expense	0.00	
			0.00
YEAR	2022		
None		0.00	
	0% Inflation Expense	0.00	
			0.00
YEAR	2023		
#7	Entry Gate Loop Detection System, w/RF, repair/replace	3,500.00	
	Accrued Inflation Expense	351.43	
			3,851.43

Component Inventory and Estimated Use Life

FINAL

September 2018

Page 1 of 2

SOURCE COST CODE ⋖ ٨ ⋖ ٧ ⋖ ∢ ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ ⋖ sq.ft. 4,500.00 set sq.ft. 1.35 sq.ft. .11 sq.ft. .03 sq.ft. 3,000.00 ea. 4 ea. Single Hinge Gates plus Pedestrian Gate See #80 Below 3,450.00 ea. 4,200.00 ea. 775.00 ea. 20.00 sq.ft. 12.50 sq.ft. 150.00 ea. 2,250.00 ea. ea. \$ Unit Cost 950.00 2.75 3.50 4 ea. Elite 1/2 HP Operators 1 set Loops w/4 ea. RF Units 1 ea. Standing Breaker Box 3 ea. Back Flows 60,167 sq.ft. 60,167 sq.ft. 60,167 sq.ft. 4 ea. Single Hinge Gates plus Pedestrian Gate 1 ea. Shoebox Haylide Fixture 32,186 sq.ft. 1,872 sq.ft. 12 ea. Various Landscape Lighting Fixtures 848 sq.ft. 8,830 sq.ft. 1 ea. Phone Directory Approximate Quantity 5,415.00 1,350.00 220.80 131.00 360.00 225.00 427.50 0.00 129.17 1,083.00 3,970.80 1,050.00 6,638.40 1,028.57 3,450.00 1,453.71 FUNDING GOAL YEAR END 2018 IDEAL 131.00 361.00 220.80 75.00 1,323.60 342.86 0.00 1,150.00 350.00 43.06 120.00 142.50 2,707.50 450.00 2,212.80 484.57 REQUIREMENT RESERVE ANNUAL REPLACEMENT REPLACEMENT 100% 100% 20% 20% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% PRORATED % 25% COST 1,310.00 2,850.00 0.00 775.00 1,805.00 4,500.00 22,128.00 2,208.00 1,800.00 2,250.00 81,225.00 6,618.00 12,000.00 13,800.00 4,200.00 16,960.00 174,429.00 CURRENT COST ESTIMATED ESTIMATED USEFUL LIFE REMAINING (YEARS) 28 2 32 N თ თ 5 32 6 6 72 27 17 N (YEARS) 30 S ß 35 ß 7 10 12 9 5 35 9 9 5 8 2 Asphalt Overlay, 1.5" with raised UAC (as needed) Entry Gate Phone/Directory & Card Reader Unit, replace Perimeter & Interior Landscaping & Irrigation, renovation Entry Gate Loop Detection System, w/RF, repair/replace Concrete Rolled Curbs & Gutters, repair/replace COMMON ELEMENT COMPONENTS 9 12 9 4 9 4 # ო S 6 Ξ ~ 4 ဖ ω

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10,114.68

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PRORATION % REPLACEMENT COST

Example: Component Useful Life (UL) is 30 years and will be funded to be replaced: every 30 years (RUL) will be funded at 100% 100% (Percent) Total Replacement Cost = Total Unit Quantity x Total Unit Cost

every 15 years (RUL) will be funded at 50%

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We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Proj	ected Expense	Component Cost	Yearly
YEAR	R 2018		
None		0.00	
	0% Inflation Expense	0.00	
			0.00
YEAR	R 2019		
None		0.00	
	0% Inflation Expense	0.00	
			0.00
YEAR	R 2020		
#2	Asphalt Seal Coat/Crack Fill	6,618.00	
#3	Asphalt, patching/repairs	1,805.00	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Accrued Inflation Expense	340.29	
			8,763.29
YEAR	R 2021		
None		0.00	
	0% Inflation Expense	0.00	
	<u> </u>		0.00
VEAR	R 2022		
None		0.00	· · · · · · · · · · · · · · · · · · ·
	0% Inflation Expense	0.00	
.noorenteer			0.00
YEAF	R 2023		
None		0.00	
	0% Inflation Expense	0.00	**************************************
			0.00

Neighborhood Retreat

Component Inventory and Estimated Use Life FINAL

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SOURCE COST CODE ⋖ ⋖ ٧ ⋖ ⋖ ⋖ ⋖ ۷ ⋖ ⋖ ⋖ Δ ⋖ ⋖ ⋖ ⋖ ⋖ ∢ ⋖ 6.00 LF 1,500.00 set 45.00 LF .02 sq.ft. 3,450.00 ea. 1 set Loops w/4 ea. RF Units 4,500.00 set 2.75 sq.ft. 1,143.00 ea. 12.50 sq.ft. 3.50 sq.ft. 1.35 sq.ft. .11 sq.ft. 8.00 sq.ft. 3,000.00 ea. 200.00 ea. 750.00 ea. 550.00 ea. .58 sq.ft. 4,200.00 ea. 475.00 ea. 4,000.00 ea. \$ Unit Cost 4 ea. 1/2 HP Operators 4 ea. Single Hinge Gates 911 LF 911 LF 1 ea. Mirror 4 ea. Single Hinge Gates At Entry & Park, 21,702 sq.ft. 104,381 sq.ft. 104,381 sq.ft. 2,584 sq.ft. 2,584 sq.ft. 1 ea. Phone Directory 1 ea. Shoebox Lighting Fixture Beyond 30 Yr. Scope 2 ea. Benches & 1 ea. Receptacle 23 ea. Bollard Lighting Fixtures 2 ea. Combo Locks 15,785 sq.ft. 104,381 sq.ft. 95,778 sq.ft. Approximate Quantity 9,095.68 571.50 892.60 237.50 0.00 550.00 999.33 640.00 8,625.00 3,038.20 9,185.60 1,670.40 3,771.43 11,500.00 3,600.00 3,500.00 13,169.40 1,031.25 12,884.14 4,372.80 51,668.47 FUNDING GOAL 2018 IDEAL YEAR END 1,519.10 2,296.40 826.88 1,150.00 450.00 350.00 21.59 0.0 93.75 784.09 110.00 114.30 446.30 499.67 342.86 160.00 1,171.29 6,584.70 1,093.20 4,697.13 417.60 REQUIREMENT RESERVE ANNUAL 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% REPLACEMENT 25% % 100% 20% 20% PRORATED % COST 2,088.00 800.00 4,200.00 0.00 4,463.00 15,191.00 20,672.00 12,000.00 13,800.00 4,500.00 475.00 17,250.00 140,914.00 11,482.00 1,499.00 65,847.00 1,500.00 40,995.00 5,466.00 REPLACEMENT 1,100.00 1,143.00 CURRENT COST USEFUL LIFE REMAINING ESTIMATED ESTIMATED (YEARS) 9 4 24 7 39 Ξ 2 7 7 7 ω 5 S S œ (YEARS) 9 9 25 35 7 9 4 22 9 20 16 22 35 9 8 Ŋ Ŋ က S S Asphalt Overlay, 1.5" with raised UAC (as needed) Entry Gate Loop Detection System, w/RF, repair/replace Entry Gate Phone/Directory & Card Reader Unit, replace 12 Perimeter & Interior Landscaping & Irrigation, renovation 20 Concrete Rolled Curbs & Gutters, repair/replace 15 Park Bollard Lighting Fixtures, repair/replace 13 Park Metal & Stone Pergola, repair/replace Street Pole Lighting Fixture, repair/replace COMPONENTS ADDED TO 2018 STUDY Entry Gate Combo Locks, repair/replace Entry Gate Operators, repair/replace OTHER COMMON COMPONENTS COMMON ELEMENT COMPONENTS 16 Park Metal Fencing, repair/replace Entry Metal Gates, repair/replace Concrete Pavers, repair/replace 14 Park Furnishings, repair/replace ENTRY & STREET FACILITIES Concrete Pavers & Sand, repair (11 Years Original Depreciation) Asphalt Seal Coat/Crack Fill 19 Traffic Mirror, repair/replace 17 Park Metal Fencing, paint Asphalt, patching/repairs Entry Metal Gates, paint 48 9 7 9 ω თ Ŋ 4

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21 Concrete Sidewalk, repair/replace

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	Retreat	Neighborhood	

Component Inventory and Estimated Use Life FINAL

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		USEFUL LIFE	REMAINING	REPLACEMENT REPLACEMENT	REPLACEMENT	RESERVE	YEAR END			SOURCE
#	# COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	COST	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	\$ Unit Cost	CODE
	22 Private Street Signs, repair/replace	15	ω	1,525.00	100%	101.67	711.67	5 ea. Street Signs	305.00 ea.	⋖
23	Landscape Lighting Fixtures, repair/replace	10	8	1,800.00	100%	180.00	1,260.00	12 ea. Various Lighting Fixtures	150.00 ea.	4
24	24 Pet Sanitation Bag Dispenser, repair/replace	12	9	475.00	100%	39.58	237.50	1 ea. Bag Dispenser	475.00 ea.	٧
25	25 Stone Pillars, repair/replace	35	24	20,480.00	100%	585.14	6,436.57	At Entry & Park, 1,024 sq.ft.	20.00 sq.ft.	٨
*26	*26 Circuit Breaker Boxes, repair/replace	30	19	5,250.00	100%	175.00	1,925.00	1 ea. Wall & 2 ea. Standing Breaker Boxes	5,250.00 set	۷
27	27 Back Flow Preventer, repair/replace	20	6	950.00	100%	47.50	522.50	1 ea. Back Flow	950.00 ea.	٨

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E = Information provided by Contracting Vendor(s) D = Documents provided by Management A = Nevada Reserve Studies Data Base

B = Internet Catalog Info

C = In House Catalog Library

UNITS OF MEASUREMENT USED:

sq.ft. = Square Feet

LWF = Linear Wall Feet LF = Linear Feet

PRORATION % REPLACEMENT COST

100% (Percent) Total Replacement Cost = Total Unit Quantity x Total Unit Cost

Example: Component Useful Life (UL) is 30 years and will be funded to be replaced: every 30 years (RUL) will be funded at 100%

VGBP&SSA = Virginia Graham Baker Pool & Spa Safety Act

1 Acre = 43,560 square feet 1 Mile = 5,280 Linear Feet

Set = Total of all sub-components

Ea. = Each

R & R = Remove and Replace

F = Forwarded from Previous RS

152,096.54

24,257.75

395,865.00

every 15 years (RUL) will be funded at 50%

every 7.5 years (RUL) will be funded at 25%

every 3 years (RUL) will be funded at 10%

provide intermittent funding (if needed) throughout the years. Some components may not require this proration method. NOTE: All of these prorated timelines provide the same 100% funding over the 30 year period, but they simply



We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Projected Expense		Component Cost	Yearly
	R 2018	1.400.00	
#5	Concrete Pavers & Sand, repair	1,499.00	
	0% Inflation Expense	0.00	1 400 00
			1,499.00
YEAF	R 2019		
#2	Asphalt Seal Coat/Crack Fill	11,482.00	
#3	Asphalt, patching/repairs	2,088.00	
#7	Entry Metal Gates, paint	800.00	
#17	Park Metal Fencing, paint	5,466.00	
	2% Inflation Expense	396.72	
			20,232.72
	R 2020		
#8	Entry Gate Operators, repair/replace	13,800.00	
#9	Entry Gate Loop Detection System, w/RF, repair/replace	4,500.00	
#10	Entry Gate Phone/Directory & Card Reader Unit, replace	4,200.00	
	Accrued Inflation Expense	909.00	
			23,409.00
YEAF #5		1,499.00	
	Concrete Pavers & Sand, repair		
#23	Landscape Lighting Fixtures, repair/replace	1,800.00 199.29	
	Accrued Inflation Expense	199.29	3,498.29
	L		3,490.23
VEAL	R 2022		
None	LOLL	0.00	····
	0% Inflation Expense	0.00	
			0.00
	R 2023	1.500.00	
#14	Park Furnishings, repair/replace	1,500.00	
#18	Entry Gate Combo Locks, repair/replace	1,100.00	
#19	Traffic Mirror, repair/replace	1,143.00	
	Accrued Inflation Expense	375.83	
			4,118.83

FINAL

Dragon Ridge Neighborhood

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Component Inventory and Estimated Use Life

		1								
	(6 Years Original Depreciation)	ESTIMATED	ESTIMATED	CURRENT	PRORATED %	ANNUAL	2018 IDEAL			COST
		USEFUL LIFE REMAINING	REMAINING	REPLACEMENT R	REPLACEMENT	RESERVE	YEAR END			SOURCE
#	COMMON ELEMENT COMPONENTS	(YEARS)	(YEARS)	COST	COST	REQUIREMENT	FUNDING GOAL	Approximate Quantity	\$ Unit Cost	CODE
-	Asphalt Overlay, 1.5" with raised UAC (as needed)	35	24	168,661.00	100%	4,818.89	53,007.74	124,934sq.ft.	1.35 sq.ft.	∢
7	Asphalt Seal Coat/Crack Fill	5	-	13,742.00	100%	2,748.40	10,993.60	124,934 sq.ft.	.11 sq.ft.	4
က	Asphalt, patching/repairs	2	-	3,748.00	100%	749.60	2,998.40	124,934 sq.ft.	.03 sq.ft.	4
4	Entry Metal Gates, repair/replace	35	29	12,000.00	100%	342.86	2,057.14	4 ea. Single Hinge Gates plus Pedestrian Gate	3,000.00 ea.	4
5	Entry Metal Gates, paint	22	-	800.00	100%	160.00	640.00	4 ea. Single Hinge Gates plus Pedestrian Gate	200.00 ea.	∢
9	Entry Gate Operators , repair/replace	12	5	13,800.00	100%	1,150.00	8,050.00	4 ea. Elite 1/2 HP Operators	3,450.00 ea.	4
7	Entry Gate Loop Detection System, w/RF, repair/replace	10	4	4,500.00	100%	450.00	2,700.00	1 set Loops w/4 ea. RF Units	4,500.00 set	∢
80	Entry Gate Phone/Directory & Card Reader Unit, replace	12	11	4,200.00	100%	350.00	350.00	1 ea. Phone Directory	4,200.00 ea.	4
6	Perimeter & Interior Landscaping & Irrigation, renovation	10	o	68,945.00	722%	6,894.50	6,894.50	100,284 sq.ft.	2.75 sq.ft.	∢
	COMPONENTS ADDED TO 2018 STUDY									
10	Landscape Lighting Fixtures, repair/replace	15	6	00.009	100%	40.00	240.00	Florescent, Spot Lighting Fixtures	600.00 set	4
11	Concrete "L" & Rolled Curbs & Gutters, repair/replace	10	თ	49,705.00	20%	4,970.50	4,970.50	19,882 sq.ft.	12.50 sq.ft.	∢
12	Entry Traffic Mirror, repair/replace	10	10	1,343.00	100%	134.30	0.00	1 ea. Traffic Mirror	1,343.00 ea.	۵
13	Entry Monument Signage, repair/replace	20	4	800.00	100%	40.00	240.00	2 ea. Metal Etched Gold Signs	400.00 ea.	۵
14	Circuit Breaker Box, repair/replace	30	24	2,250.00	100%	75.00	450.00	1 ea. Standing Breaker Box	2,250.00 ea.	4
15	Back Flow Preventer, repair/replace	20	14	950.00	100%	47.50	285.00	1 ea. Back Flow	950.00 ea.	4
				346,044.00						

93,876.89

22,971.54

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Component Inventory and Estimated Use Life FINAL

September 2018 Page 2 of 2

COST SOURCE CODES:

A = Nevada Reserve Studies Data Base

B = Internet Catalog Info

E = Information provided by Contracting Vendor(s)

F = Forwarded from Previous RS

D = Documents provided by Management

C = In House Catalog Library

UNITS OF MEASUREMENT USED:

sq.ft. = Square Feet

LF = Linear Feet

LWF = Linear Wall Feet

1 Mile = 5,280 Linear Feet

1 Acre = 43,560 square feet

VGBP&SSA = Virginia Graham Baker Pool & Spa Safety Act

R & R = Remove and Replace

Set = Total of all sub-components

Ea. ≈ Each

PRORATION % REPLACEMENT COST

100% (Percent) Total Replacement Cost = Total Unit Quantity x Total Unit Cost

Example: Component Useful Life (UL) is 30 years and will be funded to be replaced: every 30 years (RUL) will be funded at 100%

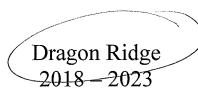
every 15 years (RUL) will be funded at 50%

every 7.5 years (RUL) will be funded at 25%

every 3 years (RUL) will be funded at 10%

NOTE: All of these prorated timelines provide the same 100% funding over the 30 year period, but they simply

provide intermittent funding (if needed) throughout the years. Some components may not require this proration method.



We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Proj	ected Expense	Component Cost	Yearly
YEAI	R 2018		
None		0.00	
	0% Inflation Expense	0.00	
			0.00
YEAI	R 2019		
#2	Asphalt Seal Coat/Crack Fill	13,742.00	
#3	Asphalt, patching/repairs	3,748.00	
#5	Entry Metal Gates, paint	800.00	
	2% Inflation Expense	365.80	
			18,655.80
	0% Inflation Expense	0.00	0.00
			0.00
	R 2021	0.00	
None		0.00	
	0% Inflation Expense	0.00	0.00
X/TC A 1	R 2022		0.00
#7	Entry Gate Loop Detection System, w/RF, repair/replace	4,500.00	
	Accrued Inflation Expense	361.84	
			4,861.84
YEA]	R 2023		
#6	Entry Gate Operators, repair/replace	13,800.00	
	Accrued Inflation Expense	1,385.63	
			15,185.63

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	2018 IDEAL
entory and se Life	ANNOAL
Component Inventory and Estimated Use Life FINAL	PRORATED %
8	CURRENT
	ESTIMATED ESTIMATED CURRENT PRORATED % ANNUAL
Dragon Glen Neighborhood	(3 Years Original Depreciation)

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	(3 Years Original Depreciation)	ESTIMATED	ESTIMATED	CURRENT	PRORATED %	ANNOAL	2018 IDEAL			COST
#	COMMON ELEMENT COMPONENTS	USEFUL LIFE (YEARS)	REMAINING (YEARS)	REPLACEMENT COST	REPLACEMENT COST	RESERVE REQUIREMENT	YEAR END FUNDING GOAL	Approximate Quantity	\$ Unit Cost	SOURCE
	ENIRY, SIREEIS & GROUNDS - ALL COMPONENTS ADDED TO 2018 ST	ED 10 2018	STUDY							
-	Asphalt Overlay, 1.5" with raised UAC (as needed)	30	27	420,329.00	100%	14,010.97	42,032.90	311,355 sq.ft.	1.35 sq.ft.	∢ .
7	Asphalt Seal Coat/Crack Fill	5	2	34,249.00	100%	6,849.80	20,549.40	311,355 sq.ft.	.11 sq.ft.	∢ .
ო	Asphalt, patching/repairs	5	2	6,227.00	100%	1,245.40	3,736.20	311,355 sq.ft.	.02 sq.ft.	∢ .
4	Concrete Rolled Curbs & Gutters, repair/replace	10	6	112,718.00	20%	11,271.80	11,271.80	45,087 sq.ft.	12.50 sq.ft.	∢ .
2	Concrete Sidewalk, repair/replace	10	6	350.00	50%	35.00	35.00	500 sq.ft.	3.50 sq.ft.	۷ .
ဖ	Entry Metal Gates, repair/replace	30	27	12,000.00	100%	400.00	1,200.00	4 ea. Single Hinge Gates	3,000.00 ea	∢ .
7	Entry Metal Gates, paint	5	2	800.00	100%	160.00	480.00	4 ea. Single Hinge Gates	200.00 ea.	∢ .
ω	Entry Gate Operators , repair/replace	12	თ	13,800.00	100%	1,150.00	3,450.00	4 ea. 1/2 HP Operators	3,450.00 ea.	∢ .
6	Entry Gate Loop Detection System, w/RF, repair/replace	10	6	4,500.00	100%	450.00	450.00	1 set Loops w/4 ea. RF Units	4,500.00 set	۷
9	Entry Gate Phone/Directory & Card Reader Unit, replace	12	6	4,200.00	100%	350.00	1,050.00	1 ea. Phone Directory	4,200.00 ea	∢
7	Street Pole Lighting Fixtures, repair/replace	18	15	6,200.00	100%	344.44	1,033.33	8 ea. Shoebox Lighting Pol Fixtures	775.00 ea.	۷.
12	Perimeter & Interior Landscaping & Irrigation, renovation	10	ō	28,450.00	25%	2,845.00	2,845.00	41,382 sq.ft.	2.75 sq.ft.	۷
13	Landscape Lighting Fixtures, repair/replace	10	7	1,800.00	100%	180.00	540.00	12 ea. Various Lighting Fixtures	150.00 ea.	۷.
4	Monument Etched Lettering Gold Signs, repair/replace	20	17	800.00	100%	40.00	120.00	2 ea. Signs	400.00 ea.	۷.
15	Private Street Signs, repair/replace	15	12	1,525.00	100%	101.67	305.00	5 ea. Street Signs	305.00 ea	∢ .
16	Circuit Breaker Boxes, repair/replace	30	27	11,250.00	100%	375.00	1,125.00	5 ea. Standing Breaker Boxes	5,250.00 set	۷
17	Back Flow Preventers, repair/replace	20	17	1,900.00	100%	95.00	285.00	2 ea. Back Flows	950.00 ea.	∢
				661,098.00		-				

90,508.63

Dragon Glen 2018 – 2023

Projected Maintenance Schedule

We are recommending the following Component Replacement and/or repair in the next six (6) years. It is ultimately the association's board decision to accelerate or defer the following projected maintenance schedule:

Proj	ected Expense	Component	Yearly
		Cost	
YEAR	R 2018		
None		0.00	
	0% Inflation Expense	0.00	
			0.0
YEAR	R 2019		
None		0.00	
	0% Inflation Expense	0.00	
			0.0
YEAR	R 2020		
#2	Asphalt Seal Coat/Crack Fill	34,249.00	
#3	Asphalt, patching/repairs	6,227.00	
#7	Entry Metal Gates, paint	800.00	
	Accrued Inflation Expense	1,667.55	
			42,943.5
	•		
	R 2021		
None		0.00	
	0% Inflation Expense	0.00	
			0.0
NATION A TO	2022		
Y EAR None	R 2022	0.00	
INOIIC	0% Inflation Expense	0.00	
	070 IIIIIauoii Dapoiise	0.00	0.0
			010
YEAF	R 2023	i t	
	R 2023	0.00	
YEAF None	R 2023 0% Inflation Expense	0.00	

REPORT PREPARER'S QUALIFICATIONS Douglas D. Taylor, CAI-RS, PRA

President, Nevada Reserve Studies, Inc.

BACKGROUND

Mr. Taylor created, owned and operated an association management company in Las Vegas for nearly fifteen (15) years. In 1999, his company managed an inventory of more than fifty (50) community associations. Mr. Taylor created Nevada Reserve Studies, Inc. November 1999.

His experience as the primary portfolio managing agent for these community associations, for well over a decade, has given him a background of extensive hands-on practical experience and knowledge in this field from problem resolution to financial analysis to technical on-site observations and maintenance requirements. Further, he was a licensed realtor with the Nevada Real Estate Division and was a member of The Greater Las Vegas Board of Realtors, working in residential home sales and leasing. This background and experience as well as having prepared more than 2,100 reserve studies to date and his registration with NRED, well qualifies him to be a preparer of reserve studies in accordance with all statutory requirements as detailed in NRS 116.31152, and NAC 116.450, which lists the reserve study preparer's required qualifications.

MEDIA & SEMINAR PRESENTATIONS

He has appeared twice as a guest expert on reserve studies for the television program "Homeowner Talk" which is broadcast weekly throughout Nevada. He has also prepared and presented a number of reserve study course segments for various seminars entitled "Understanding Your Reserve Study" and "Developer Transitions and Reserve Studies", and most recently, "Demystifying Reserve Studies".

CURRENTLY

Mr. Taylor is currently the President of Nevada Reserve Studies, Inc. offers reserve study consulting and preparation, servicing clients throughout Nevada. His client base consists of homeowner associations, management firms, commercial development firms, smaller development firms and individual developers. He currently specializes in master plan communities, individual communities, low-rise condominium developments as well as commercial condominium configurations. He offers several types of studies, full reserve studies, on-site review and updates & financial only review & updates. Mr. Taylor is also qualified to provide expert witness services from time to time when requested.

PROFESSIONAL DESIGNATIONS/AFFILIATIONS

Mr. Taylor strives to improve and refine the studies he prepares for his clients. He continually works to stay abreast of all new State requirements, articles, reporting techniques and formats and component replacement costs. He is a member of the *Community Association Institute (CAI)*, and endorses their established compilation of what they call "Best Practices" for reserve studies preparers nationwide. He is also a Certified Professional Reserve Analyst (PRA) with the Association of Professional Reserve Analysts (APRA).

Mr. Taylor has earned the following National Professional Designations of Reserve Specialist: (RS) National Certificate #95 from CAI, Community Association Institute (Certification since 2003) (PRA) Certificate #1314 from APRA, Association of Professional Reserve Analysts (Certification since 2005) (NRED) Certificate #RSS.17 Nevada Real Estate Division Reserve Study Preparer Permit Expires 12/2018

Nevada Reserve Studies, Inc. is a member of the following Organizations:

(CAI) Community Association Institute

(APRA) Association of Professional Reserve Analysts

(BBB) Better Business Bureau A+ Accredited Business



OFFICIAL NOTICE OF THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION BOARD OF DIRECTORS MEETINGS FOR 2019

*** Board of Directors meetings will be held at the Dragon Ridge Country Club, located at 552 S.

Stephanie Street, Henderson, NV 89012 ***

January 23, 2019	Compliance Committee Meeting – 2:00 PM / Open Board Meeting - 3:00 PM
	Executive Session – Immediately Following Open Board Meeting
April 24, 2019	Compliance Committee Meeting – 3:45 PM / Executive Session – 4:45 PM
	Open Board Meeting - 5:15 PM
July 24, 2019	Compliance Committee Meeting – 2:00 PM / Open Board Meeting - 3:00 PM
	Executive Session – Immediately Following Open Board Meeting

October 23, 2019 Compliance Committee Meeting – 3:30 PM / Executive Session – 4:30 PM

Annual & Election Meeting – 5:00 PM / Open Org. Board Meeting –

Following Annual Meeting

This is the official notice for future Board of Directors Meetings for The Foothills @ MacDonald Ranch Master Association. All Board Meetings take place at the Dragon Ridge Country Club, located at 552 S. Stephanie St., Henderson, NV 89012, as stated above. A Compliance Committee Meeting is scheduled prior to the open Board Meetings, and an Executive Session Board Meeting is scheduled either prior to or immediately following every open Board Meeting. The Compliance Committee and Executive Session Meetings are closed to Homeowners unless they are specifically called to a hearing or request a hearing before the Board.

All Board Meetings are audio recorded. Agendas are available upon request from the management office 3 days prior to any meeting. An agenda can be picked up from the management office, downloaded from our website at www.rpmginc.com, sent via email or fax, or mailed to a Homeowner. Homeowners are welcome and may speak during the Homeowner Comment section at the beginning of each meeting on agenda items only for up to 3 minutes, or during the Homeowner Comment section at the end of the meeting on any issue for up to 3 minutes. Homeowners have a right to request a copy of the audio recording of a Board Meeting, and/or the minutes or a summary of the minutes of any Board Meeting in electronic format at no charge. If the Association is unable to provide a copy or summary electronically, in paper format at a cost not to exceed \$0.25 per page for the first 10 pages and \$0.10 per page thereafter. Approved minutes, agendas, and other important Association information/documents are posted on management's website at www.rpmginc.com. You can also pay your assessments online. Simply click on The Foothills @ MacDonald Ranch on the left-hand side of the homepage. Please contact Management for login information if you do not have it. If you do not have internet access, contact the management office at 702-933-7764 or in writing to request documents be mailed to you. Please plan to attend the meetings if you are able.

Pursuant to NRS 116A.630(14), we are hereby notifying you that your Executive Board of Directors is made aware of all legal requirements pursuant to the applicable laws and regulations that pertain to your Association.