



SIERRA RANCHOS PROPERTY OWNERS ASSOCIATION

Dear Homeowner:

November 20, 2019

Enclosed is the Sierra Ranchos Property Owners Association 2020 Budget and Summary of the Reserve Study.

A Sierra Ranchos Property Owners Association Members' Budget Ratification Meeting has been scheduled for December 6, 2018 at 5:15pm. The meeting will be held at the Opus 1 Community Management office located at 1380 Greg Street, Suite 208 Sparks, NV 89431. In accordance with NRS 116.31151, "Unless at that meeting a majority of all units' owners reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present. "

The Board of Directors has determined there will be an increase in the Assessments from \$240 to \$244 collected semi-annually, and there will be a Special Assessments levied for 2020. The special assessment will be \$48.48 per unit per year. Total 2020 Assessments will be \$292.48 billed Semi-Annually.

The 2020 Budget for the daily operations of the Association includes the estimated annual revenues and expenditures of the Association, and reflects a \$10,275.82 Special Reserve Assessment to the Reserve Fund. The attached 2020 Budget includes Reserve Study materials that reflect the current estimated replacement cost, estimated remaining life and estimated useful life of each major component of the common elements that the Association is obligated to maintain, repair, replace, or restore.

At the end of the 2020 fiscal year, the Reserve Study Funding Analysis reflects Net Reserve Funds of \$16,842.82, which is equal to the \$16,842.80 Net Reserve Funds.

Better Reserve Consultants prepared the Sierra Ranchos POA 2015 Financial Update with a site visit Reserve Study. Mari Jo Betterly has a State of Nevada Reserve Specialist permit #25. A complete copy of the Association's Budget and Reserve Study is available for review at the Association office, and will be provided electronically at no charge upon request.

The Association has attached the following items as part of the Homeowner 2020 Budget package:

- Members' Budget Ratification Meeting Agenda
- 2020 Annual Budgeted Income and Expense Summary
- Reserve Study Expense item Summary and Cash Flow Analysis
- Collection Policy and Fine Policy, and Collection Fee Schedule

We look forward to seeing you at the Members' Budget Ratification Meeting.

Best Regards,
Tonya Bates, CMCA, AMS, PCAM
Supervising Community Manager
On Behalf of the Board of Directors of
Sierra Ranchos Property Owners Association

1380 Greg St. #208
Sparks, NV 89431
775-284-4788
www.opus1cm.com



Sierra Ranchos Property Owners Association

**Members Budget Ratification Meeting
December 6, 2019 at 5:00 pm
At Opus 1 Community Management
1380 Greg St. #208
Sparks, Nevada 89431**

Budget Ratification Meeting Agenda ~ Open Session All Membership

- I. INTRODUCTION/CALL TO ORDER**
- II. HOMEOWNER FORUM ~ ONLY ITEMS ON AGENDA CAN BE ADDRESSED AT THIS TIME** ***This portion of the meeting is reserved for homeowner discussion on topics only on the agenda. If you are unable to attend the meeting, please submit your questions/concerns to Hometown in writing for the Board of Directors to review.***
- III. 2020 BUDGET ~** **Action Required: Ratify/Reject**
- In accordance with NRS 116.31151, "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present."
- IV. ADJOURNMENT**
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Note: For these and all other meetings of the Board or Association, homeowners have the right to have a copy of the minutes or a summary of the minutes of the meeting provided upon written request and upon payment to the association of the cost of providing the copy to the unit's owner. Minutes are also available on the Association's website, usually within 30 days of a meeting. Go to www.opus1cm.com and click on Community Login, then Login with your account number and password. Note: **Each open meeting of the Board including the Annual meeting will be audio recorded and the minutes to be recorded or otherwise taken at each meeting, shall cause the audio recording of the meeting; a compact digital recorder will be used. The minutes or a summary of the minutes of the meeting to be made available to the homeowners. Please note that the free web site that Hometown supplies for your association has changed. It is now password protected to keep your association's information confidential. Please visit www.opus1cm.com and login to your account today.**

AGENDAS ARE POSTED ON THE WEBSITE www.opus1cm.com 10 DAYS BEFORE THE MEETING

Sierra Ranchos POA
OPERATING BUDGET SUMMARY
CALENDAR YEAR 2020

OPERATING BUDGET

	ANNUAL BUDGET	PER PARCEL Per 1/2 year
INCOME		
197 Assessments	\$ 48,068.00	\$ 122.00
24 Road Maintenance	\$ 4,241.28	\$ 88.36
Reserve Road Contribution		\$ -
<i>Total Assessment Income</i>	\$ 52,309.28	\$ 123.37
Interest-Operating	\$ 3.30	
<i>Total Other Income</i>	\$ 3.30	
TOTAL INCOME	\$ 52,312.58	\$ 123.37
EXPENSES		
<i>Administrative Costs</i>		
Management Fees	\$ 19,080.00	\$ 8.07
Bad Debt	\$ 1,500.00	\$ 0.63
Management Special Charges	\$ 500.00	\$ 0.21
Storage	\$ 168.00	\$ 0.07
Copies	\$ 386.00	\$ 0.16
Postage	\$ 764.00	\$ 0.32
Professional Services	\$ 4,500.00	\$ 1.90
Legal	\$ 5,000.00	\$ 2.12
Insurance	\$ 4,950.00	\$ 2.09
Secretary of State Filing	\$ 50.00	\$ 0.02
Ombudsman Fee	\$ 901.00	\$ 0.38
<i>Total Administrative Expenses</i>	\$ 37,799.00	\$ 35.79
<i>Road Maintenance</i>		
Road Maintenance Contract	\$ 37,466.28	\$ 88.36
<i>Total Landscape Expenses</i>	\$ 37,466.28	\$ 88.36
TOTAL EXPENSES	\$ 75,265.28	\$ 124.16
REVENUES (OVER)/UNDER EXPENSES	\$ (22,952.70)	\$ (21.74)

Total Assessments
\$122 Semi-Annual--POA
\$88.36 Semi-Annual Road Maintenance
\$24.24 Semi Annual--Special Reserve Assessment

Sierra Ranchos POA
Reserve Budget Summary
Calendar Year 2020

RESERVE BUDGET

ANNUAL
BUDGET

ANTICIPATED RESERV

Reserve Balance 1/1/20 \$ 9,000.00

INCOME

Special Reserve Asses \$ 10,275.82

Bank Interest \$ 67.00

Total Reserve Income \$ 10,342.82

ANTICIPATED EXPENSES

Reserve Study \$ 2,500.00

Total Reserve Expenses 2020 \$ 2,500.00

Reserve Balance 12/31/20 \$ 16,842.82

Required Reserve Balance \$ 16,842.80
100%

Reserve Study Completed 03/16/15
By Better Reserves
Mari Jo Betterly #25
BASELINE FUNDING

Reserve Budget Summary

This Summary meets the NRS 116.31151 requirement of the Annual distribution to units' owners of operating and reserve budgets

A Full Reserve Study is required every 5 years. Larger Associations may wish to complete a Full Study every 3 years. The Reserve Study should be reviewed at least annually and any adjustments to the Association's funding plan should be made to provide adequate funding for the required reserves. Because of our economic conditions it is important to complete a Reserve Study Update each year to ensure adequate funding of the Reserves while keeping the assessments as low as possible.

NRS 116.31152 Study of reserves; duties of executive board regarding study; person who conducts study required to hold permit; contents of study; submission of summary of study to Division; use of money credited against residential construction tax for upkeep of park facilities and related improvements identified in study.

1. The executive board shall:

(a) At least once every 5 years, cause to be conducted a study of the reserves required to repair, replace and restore the major components of the common elements;

(b) At least annually, review the results of that study to determine whether those reserves are sufficient; and

(c) At least annually, make any adjustments to the association's funding plan which the executive board deems necessary to provide adequate funding for the required reserves

Reserve Study Start Date: 01/01/2015

Reserve Bank Balance as of Fiscal Year Start Date: \$12,500.00

Recommended Annual Contribution to the Reserve Account: \$1,000.00

Estimated Expenditures: \$250.00

Projected Reserve Bank Balance at the End of the Fiscal Year: \$13,250.08

Planned Special Reserve Assessments: \$0.00

Study Method: Threshold Funding

Reserve Study Completed By: Reserve Study Specialist: Mari Jo Betterley, 0000025, Better Reserve Consultants

**SIERRA RANCHOS PROPERTY OWNERS ASSOCIATION
COLLECTION POLICY AND FINE POLICY**

Adopted 11-26-17, 2017

RECITALS

1. Timely payment of regular, reserve, individual and special assessments is of critical importance to the Association.
2. The failure of any owner to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations.
3. Owners who have violated the governing documents should pay fines pursuant to the Association's Declaration of Covenants, Conditions and Restrictions, its By-Laws and Nevada Revised Statutes 116, Sections 116.3115 through 116.3118 inclusive and 116.3118.
4. Upon its effective date, this Policy replaces all previously adopted collection and fine policies and procedures.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Sierra Ranchos Property Owners Association adopts the following Collection Policy and Fine Policy ("Policy") as of 11-26- 2017. The policies and procedures set forth herein and the charges set forth on the Schedule of Collection Fees and Costs attached shall become effective thirty (30) days after the date this Policy is first mailed to the Members. It shall remain in effect unless it is modified.

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

1. **Assessment due dates.** The regular or annual assessment is due and payable in two (2) equal semi-annual installments. Special, reserve or individual assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment. Assessments shall be delinquent if not paid when they become due.

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

2. **Late Charges and Interest.** When an installment payment of any assessment becomes delinquent, the owner's account shall be assessed a late charge of \$20.00, and such charge(s) shall be part of the assessment and lien. Any assessment payment that is sixty (60) days or more past due bears interest at the legal rate allowed, such interest to be part of the assessment and the lien. The current legal interest allowed is 2% above the Nevada prime rate as published January 1st and July 1st by the Commissioner of Financial Institutions.

3. **Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, an administrative charge of \$20.00 shall be imposed. The owner shall be responsible for any other charges imposed by the bank or financial institution. The Board may immediately proceed with the collection process if the amount of the dishonored check is not paid within ten (10) days after notice of dishonored check is sent to the owner. The Association may also seek damages in accordance with the Nevada Revised Statutes.

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

The owner's name, mailing address, and account number.

The exact dollar amount in dispute or in error.

For each charge or payment in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated. If an owner does not know how the error was made, that statement may be made.

Copies of checks (both front and back), letters and other documents referred to or claimed must accompany the written objection.

5. **Servicemember or Dependent of a Servicemember.** If a unit's owner or his or her successor in interest is a servicemember or, as provided herein, a dependent of a servicemember, the Association shall not initiate the foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment for a period of one (1) year immediately following the end of such active duty or deployment, unless a court determines that the ability of the servicemember or dependent of the servicemember to comply with the terms of the obligation secured by the Association's lien is not materially affected by the servicemember's active duty or deployment. Upon application to the court, a dependent of a servicemember is entitled to the protections provided to a servicemember if the ability of the dependent to make payments required by a lien of the Association is materially affected by the servicemember's active duty or deployment. The Association shall provide a Military Status Verification Form to each unit's owner or his or her successor in interest, which informs them that if the person is a servicemember or dependent of a servicemember, he or she may be entitled to the protections of Nevada Senate Bill 33 (SB 33), as codified in Chapter 116 of the Nevada Revised Statutes. The Association shall give the person the opportunity to provide any information required to enable the Association to verify whether he or she is entitled to the protections set forth in SB 33 before the Association takes any action pursuant to NRS 116.31162(4)(a) as detailed in Section 6 below. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of SB 33 has been provided to the Association, the Association shall verify whether the person is entitled to the protections set forth in SB 33. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of SB 33 has not been provided to the Association, the Association shall make a good faith effort to verify whether the person is entitled to the protections set forth in SB 33. The Association shall act honestly and fairly when trying to verify whether a unit's owner or his or her successor in interest is entitled to the protections of SB 33, as evidenced by (1) providing the unit's owner or his or her successor in interest a Military Status Verification Form; (2) making reasonable efforts to give the unit's owner or his or her successor in interest an opportunity to provide any information required to enable the Association to verify whether the person is entitled to the protections of SB 33; and (3) making reasonable efforts to utilize all resources available to the Association to verify whether the unit's owner or his or her successor in interest is a servicemember. The Association shall use the search features provided on https://scra.dmdc.osd.mil/single_record.xhtml, if the information required is available to the Association, and/or www.servicememberscivilreliefact.com, and/or any other website available, to comply with this provision after an account is 60 days past due. The amount of \$36.40 shall be assessed to the unit owner's account for the cost of the search. Such cost is the current actual cost charged to the Association, without mark-up and will change when/if the cost of the search feature changes. Servicemember means a member of the military and dependent has the meaning ascribed to it in 50 U.S.C. Section 3911.

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

7. **Collection Costs Are Recoverable and Are Part of the Assessment and Lien.** The Association is entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters or notices; (ii) legal expenses incurred; (iii) costs of collection; (iv) recording costs; (v) costs incurred with title companies or foreclosure service providers; (vi) management company fees; (vii) costs to perform a search to verify whether the unit's owner is entitled to the protections of SB 33; and (viii) any other costs of collection identified in NRS 116.310313. All such costs shall be part of the assessment and lien. Examples of such costs that may be incurred are set forth on the Schedule of Collection Costs attached hereto. Collection costs are recoverable as part of the super-priority lien as provided in NRS 116.3116.

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

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

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

11. **Payment of Fines for Non-Compliance.** Owners shall be responsible to pay all fines, as the same may be levied from time to time by the Board, pursuant to the powers of the Board granted in the governing documents and subject to the provisions of NRS Chapter 116. Fines may vary depending upon the infraction and fines shall be determined on the basis of the severity of the violation. The owner shall be provided with

notice of the fine to be imposed prior to any hearing or the levying of any fine. If the owner fails to pay a fine, the Association may record a notice of violation and claim of lien against the owner's property and the Association has the right to charge any amount allowed by law to collect unpaid fines from the owner. There is no cumulative limit to the amount of a continuing violation fine. Notwithstanding anything herein to the contrary, there shall be no dollar limit on the amount of any initial fine for each and every separate violation of any provision of the governing documents which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of the Association. Any initial health, safety, welfare fine amount will be determined commensurate with the severity of the violation, in the Board's discretion. The Association does not have the right to foreclose on a lien for fines, unless such fines were for a health, safety, or welfare violation or for a construction penalty. The Association may avail itself of other remedies allowed by law to collect the assessment made for a fine. This includes but is not limited to commencement of an action pursuant to Chapter 38 of the Nevada Revised Statutes.

12. **Bad Debt.** The Board must approve the write-off of bad debt.

13. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect any past due obligation and related costs and charges, including but not limited to bringing an action under Chapter 38, in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy as allowed by law.

14. **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of this Policy shall remain in full force and effect.

By: Sabrina Eckley
Sabrina Eckley, President

Attested by: _____

Road. charman.
Secretary

SCHEDULE OF COLLECTION RELATED FEES AND COSTS

a.)	Demand Letter	\$150.00
b.)	Notice of Delinquent Assessment and Claim of Lien	\$325.00
c.)	Notice of Intent to take next action (follow up letter)	\$90.00
d.)	Notice of Default	\$400.00
e.)	Intent to Notice 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	\$30.00
k.)	Payment Plan Breach Letter	\$25.00
l.)	Release of Notice of Delinquent Assessment and Claim of Lien	\$30.00
m.)	Notice of Rescission Fee	\$30.00
n.)	Bankruptcy Package Preparation and Monitoring	\$100.00
o.)	Mailing Fee Per Piece	\$2.00
p.)	NSF Fee	\$20.00
q.)	Escrow Payoff Demand Fee	\$150.00
r.)	Substitution of Agent Document Fee	\$25.00
s.)	Sale Postponement Fee	\$75.00
t.)	Foreclosure Fee	\$150.00
u.)	Reasonable Management Company Fees	\$200.00
v.)	Trustee's Sale Guaranty	\$400.00
w.)	Servicemember Search Fee [actual cost]	\$36.40
x.)	Reasonable attorney's fees and actual costs	hourly rate

By way of example only: advice to client, bankruptcy pleadings (Proof of Claim, Notice of Perfection of Claim of Lien, Objection to Plan, Motion for Relief of Stay), forbearance agreements, evaluations of accounts, evictions, release of super priority portion, certificate of sale, notice of redemption, etc.

- y.) Additional costs include, but are not limited to, the cost of a trustee's sale guaranty, recording costs, posting and publishing costs, sale costs, mailing costs, express delivery costs skip trace fees, Pacer searches, court filing fees, etc. which may be charged at the actual cost incurred.



Opus 1 Community Management, LLC

"Your award winning choice in local Community Management"

1380 Greg St. #208

Sparks, NV 89431

775-284-4788 office

tonya@opus1cm.com

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NOTICE REGARDING SENATE BILL 33 – Effective May 29, 2017 (Nevada's Servicemembers' Civil Relief Act)

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 SB33. Please provide the association the following information, to enable the association to verify whether you are entitled to these protections. This information will be securely maintained and kept confidential.

Name of Service member: _____

Date of Birth: _____

Social Security Number: _____

Current or anticipated active duty dates: _____

Current or anticipated deployment dates: _____

Name of Dependent(s): _____

Definitions under SB33:

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.