

1 Michael J. Nuñez, Esq.
Nevada Bar No. 10703
2 mnunez@murchisonlaw.com
3 **MURCHISON & CUMMING, LLP**
350 South Rampart Boulevard, Suite 320
Las Vegas, Nevada 89145
4 Telephone: (702) 360-3956
Facsimile: (702) 360-3957

5 Attorneys for Respondent, Sherryl Baca
6

FILED

JUL 01 2019

NEVADA COMMISSION OF
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS

7
8 **BEFORE THE COMMISSION FOR COMMON-INTEREST**
COMMUNITIES AND CONDOMINIUM HOTELS
9 **STATE OF NEVADA**

10 Sharath Chandra, Administrator,
Real Estate Division, Department of
11 Business & Industry, State of Nevada,

12 Petitioner,

13 vs.

14 Sherryl Baca,

15 Respondent.

Case Nos. 2017-1579 and 2018-136

**NOTICE OF APPEAL AND REQUEST
FOR REHEARING AND
RECONSIDERATION; REQUEST FOR
STAY; DECLARATION OF MICHAEL J.
NUNEZ**

NRS §16.675; NAC §116.600

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1 **NOTICE OF APPEAL AND REQUEST FOR REHEARING AND RECONSIDERATION;**
2 **REQUEST FOR STAY; DECLARATION OF MICHAEL J. NUNEZ**

3 COMES NOW Respondent, Sherryl Baca and submits this Notice of Appeal and
4 Request for Rehearing and Reconsideration of the Commission's June 27, 2019 Findings of
5 Fact and Conclusions of Law in this matter. This filing is based on the attached
6 Memorandum of Points and Authorities, the Original Affidavit of Michael Nunez, the
7 documents attached thereto and any oral testimony or argument to be offered at the hearing
8 of this matter.

9 DATED: July 1, 2019

10 **MURCHISON & CUMMING, LLP**

11 By: 

12 _____
13 Michael J. Nuñez
14 Nevada Bar No. 10703
15 350 South Rampart Boulevard, Suite 320
16 Las Vegas, Nevada 89145
17 Attorneys for Respondent, Sherryl Baca

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 INTRODUCTION

4 Respondent appeals and requests a rehearing and reconsideration of Commission's
5 June 27, 2019 Findings of Fact and Conclusions of Law. Respondent was not at the June 4,
6 2019 hearing before the Commission on this matter and the Order reflects that the matter was
7 not heard on the merits. However, the non-appearance was only due to the fact that
8 Respondent's attorney had a calendaring conflict on that date and instructed her not to appear
9 on June 4th and to appear on Wednesday, June 5th, 2019. Both Respondent and counsel
10 appeared for the hearing on June 5, 2019. The notice had indicated the stack would be three
11 days and all previous requests for scheduling had been acknowledged and accommodated.
12 The request for accommodation on June 5th was neither acknowledged nor accommodated.
13 (See, Order at pg. 2, Ins. 3-5.) Regardless, any error in failing to appear for the hearing was
14 inadvertent and should not be attributable to Respondent.

15 Respondent requests a hearing and ruling on the merits. A hearing on the Complaint
16 is required as the Complaint was amended on April 30, 2019 and ***no hearing has taken place***
17 ***on the Amended Complaint.***

18 Moreover, the instant Order is unjust, excessive and is against the great weight of facts
19 and testimony that were presented to the Commission in two substantive filings and at the
20 hearing of the matter on March 12, 2019. It amounts to a default judgment and would not
21 withstand Judicial Review. Specifically, all allegations of both complaints have been
22 responded to and all documents and information have been provided.

23 The Original and Amended Complaints arose from Respondent's management of the
24 Cottonwood on Alexander Homeowners Association's ("Cottonwood") property between the
25 dates of November 2006 June 2017. An eleven year period. No known complaints have been
26 issued by any homeowner or Board Member of Cottonwood during this eleven year period.
27 Evidence and testimony offered at the March hearing, and in two substantive filings, only
28 demonstrates that Ms. Baca benefitted and improved the property and left Cottonwood a better

1 place than she found it. This has not been refuted or questioned. No HOA or member of the
2 Common Interest Community has been harmed by any conduct of Respondent. Not one penny
3 of money has even been alleged to have been misappropriated. Thus, the instant Order is not
4 supportable.

5 Respondent requests a fair hearing and fair consideration of the evidence which the
6 current Order, on its face, indicates was not considered.

7 **II.**

8 **ALLEGATIONS OF COMPLAINT AND AMENDED COMPLAINT**

9 The Senior Deputy Attorney General's ("DAG") persecution of Respondent has been
10 ongoing and somewhat of a moving target, i.e., initially commencing in January of 2016 as an
11 audit notification regarding reserve funding¹, then seemingly transitioning into an issue with
12 management agreements², then veering into an inquiry regarding check signing authority³,
13 then raising an issue with minutes not being signed⁴, returning to an issue with management
14 agreements⁵, and lastly at the March 2019 hearing introducing a claim of unsigned minutes
15 during HOA Board Meeting – the meetings at which Respondent Baca personally attended
16 over her eleven year tenure. (The April 30, 2019 Amended Complaint includes this latest
17 iteration of charges.)

18 Noteworthy, none of the violations of law in the Original Complaint or the Amended
19 Complaint raised claims that the law was violated by not providing signed minutes or not
20 providing a transfer statement to the Commission. The issue is only raised once in the
21 complaints under factual allegations. In fact, the only change from the original complaint and
22 the amended complaint is contained at Paragraph 16:

23
24
25 ¹ See, Original Complaint, attached hereto as **Exhibit A** at ¶¶1-5.

26 ² See, **Exhibit A** at ¶¶5-12.

27 ³ See, **Exhibit A** at ¶¶13-14.

28 ⁴ See, **Exhibit A** at ¶¶16.

⁵ See, **Exhibit A** at ¶¶17-21.

1 16. None of the Association's minutes are signed.⁶

2 16. None of the Association's regular board meeting minutes from 2014,
3 2015, and 2016 are signed.⁷

4
5 Nonetheless, Respondent has addressed and responded to inquiries concerning
6 unsigned minutes as well. There can be no dispute that meetings took place, that the minutes
7 were recorded and that they were signed. The DAG has presented no evidence or testimony
8 that any action of Respondent, over the course of her eleven year history of management of
9 the property harmed the community in any way.

10 Importantly, in neither the Original Complaint, nor in the Amended Complaint does it
11 appear that any homeowner or Board Member ever complained about the eleven years of
12 service that Ms. Baca provided to the Cottonwood Homeowners Association. This further
13 supports Respondent's position that over the course of her eleven year history of management
14 of the property, she caused no harm to the community in any way. The instant and unjust
15 Order of the Commission flies in the face of this history and evidence. Specifically, the Findings
16 of Fact and Conclusions of Law are unsupportable, *inter alia*, in the following regards:

17
18 * Paragraphs 1, 3, 4, 5, 6, 7 & 8 suggest that Baca was not
19 responsive to document requests going back to January 2016. However, two
20 affidavits were presented which detailed the responses that were made.

21
22 * Paragraph 11 suggests that there were no management
23 agreements found in the associations files. However, two management
24 agreements were provided to the Commission and seemingly not
25 considered.

26
27

⁶ See, Exhibit A at ¶¶16.

28 ⁷ See, Amended Complaint, attached hereto as Exhibit B

1 * Paragraphs 12 and 13 suggests that Baca had no check
2 signing authority. However, all checks were presented along with testimony
3 from Baca that she acted at all times with consent and authority of the Board.
4 Again, this was seemingly not considered.

5
6 * Paragraph 15 asserts that none of the minutes from 2014, 2015
7 and 2016 are signed. However, page 1, lines 22-24 of the Order admits that
8 some signed minutes were found. More important, the actual audio
9 transcribed minutes were provided to the Commission evidencing that the
10 meetings went forward, authorized and regular business was conducted, and
11 the minutes were approved, i.e., the equivalent of signing.

12
13 * Paragraphs 17, 18, 19 & 20 deal with the automatic renewal
14 allegedly contained in the management agreements. However, this was
15 thoroughly and satisfactorily addressed at the March 2019 hearing. It
16 constitutes a technical violation which does not support an award this
17 excessive. The Commission's ruling does not appear to have considered
18 this evidence and testimony.

19
20 Respondent has done her best to respond to and comply with the DAG's positions and
21 requests and expressly denies any charge of non-compliance. Somewhat complicating this
22 process is the fact that Respondent does not manage Cottonwood any longer and all records
23 were turned over to the new property manager. Thus, the Original and Amended Complaint
24 **address no ongoing issues**, but only issues 2 to 13 years in the past!

25 Respectfully, and acknowledging that the Rules and Regulations of the Real Estate
26 Commission are valid, important and enforceable by the Commission, the alleged infractions
27 against Respondent in this matter were minor and harmless in nature. (This was readily
28 observed by Respondent at the March hearing at which the Commission heard and handled

1 matters of far greater public harm involving criminal and quasi-criminal activity, including fraud,
2 conversion and theft of Community monies and property.) Over the course of eleven years
3 Respondent did not misappropriate a penny of Cottonwood's money (this is not even alleged)
4 and Respondent improved the community by reducing delinquent assessments and improving
5 the property (this fact is not questioned or challenged by the DAG.)

6 III.

7 **APPELLATE BASIS AND REQUEST FOR STAY**

8 NAC §116.600 provides the basis and grounds for the instant appeal and request to
9 stay:

10 **Appeal of final order of hearing panel; filing of briefs. (NRS 116.615,**
11 **116.675)**

12 1. Pursuant to NRS 116.675, a final order of a hearing panel may be appealed
13 and a review hearing held by the Commission. If a final order of a hearing panel
14 is appealed, the order is stayed until the Commission issues its ruling, order or
15 decision after the review hearing.

16 2. A written notice of appeal filed pursuant to NRS 116.675 must be
17 accompanied by an appellant's brief which must describe the basis for the
18 appeal, cite any supporting authorities and designate any part of the record which
19 was before the hearing panel and is relevant to the appeal.

20 3. A respondent may file a respondent's brief within 20 days after service of the
21 appellant's brief.

22 4. An appellant may then file a reply brief within 12 days after service of a
23 respondent's brief. The reply brief may only respond to issues raised in a
24 respondent's brief. Any issues raised for the first time which are contained in the
25 reply brief will not be considered by the Commission.

26 5. The Division may file an amicus brief which describes the Division's position
27 on any issue raised by a final order of a hearing panel. The Division's brief must
28 be filed within 20 days after the filing of the appellant's brief.

1 The substantive basis for the request for review are that the Commission did not
2 consider evidence and testimony submitted in response to the Complaints and Respondent's
3 Due Process rights were violated by entry of a judgment in the nature of a default proceeding.

4 IV.

5 **NRS AND NAC PROVIDE FOR HEARINGS ON THE MERITS AND DUE PROCESS OF**
6 **LAW. THESE PROVISIONS SUPPORT THE INSTANT REQUEST FOR REHEARING**
7 **AND RECONSIDERATION**

8 The Fourteenth Amendment of the U.S. Constitution, and art. I, § 8 of the Nevada
9 Constitution, guarantees all citizens the right of due process before being deprived of property
10 or liberty. See, State ex rel. Bd. of Parole Comm'rs v. Morrow, 127 Nev. 265, 270; 255 P.3d
11 224 (2011). Due process of law is not limited to judicial proceedings, but also comprehends
12 determinations by administrative officers or boards where notice and a hearing are provided.
13 Ormsby County v. Kearney, 37 Nev. 314, 336; 142 P. 803 (1914). The level of due process
14 that must be provided in a particular government proceeding depends on the effect that the
15 proceeding will have on a constitutionally protected interest. When a government agency is
16 conducting proceedings, due process mandates that the protections afforded depend on
17 whether the proceedings result in a binding adjudication or a determination of legal rights, in
18 which case due process protections are greater. Hernandez v. Bennett-Haron, 128 Nev. 580,
19 587; 287 P.3d 305 (2012).

20 Respondent's continuation of employment in the Real Estate / Property Management
21 business is a property and liberty interest which is protected by the due process clauses of the
22 federal and state constitutions.

23 NRS and NAC provide mechanisms for fair hearing and consideration which were
24 complied with by Respondent and a fair hearing should now be afforded.

25 There has been no hearing on the April 30, 2019 Amended Complaint which, in and of
26 itself, constitutes a violation of Baca's Due Process rights.

27

28

1 **A. Continuance Requests Were Warranted and Not Acknowledged**

2 The June 4, 2019 hearing dealt with an amended complaint filed on April 30, 2019, 42
3 days earlier. Nevada Administrative Code (NAC) §116.565 provides as follows:

4
5 **Amendment and withdrawal of complaints; continuances.**

- 6 1. A complaint may be amended at any time.
7 2. The Commission or a hearing panel *may grant a continuance* if the
8 amendment materially alters the complaint or a *respondent demonstrates an*
9 *inability to prepare for the case in a timely manner.*
10 3. A complaint may be withdrawn at any time before the hearing begins.

11
12 As set forth in the Declaration of Michael J. Nuñez, Respondent asked for a continuance
13 to permit the appearance and testimony of Board Members. This was summarily denied
14 without explanation. The request should have been granted. With sanctions of this magnitude,
15 the evidence and testimony should have been permitted.

16 More important, counsel for Respondent asked for a 24-hour continuance based on a
17 scheduling conflict. This request was not even acknowledged, was a fair and reasonable
18 request pursuant to the Notice of Hearing and the Nevada Administrative and should have
19 been granted, and at a minimum acknowledged. Finally, this request and conflict was entirely
20 counsel's and should not be attributable to Respondent.

21 **B. The Hearing Did Not Consider Past Testimony and Evidence Submitted**

22 Substantive testimony was offered to the Commission on March 12, 2019, at the first
23 hearing and two Affidavits of Respondent with supporting documentation were submitted prior
24 to the June 4, 2019 hearing which were not considered and may not even have been
25 presented. This is violation of Commission and Attorney General Rules of Procedure.

26 NAC §116.585 provides as follows:

27 **Procedure for hearings; date of decision.**

- 28 1. The presiding officer of a hearing shall:

1 (a) Ascertain whether all persons commanded to appear under subpoena are
2 present and whether all documents, books, records and other evidence under
3 subpoena are present in the hearing room.

4 **[Comment:** Respondent was not present and it would appear that the Deputy
5 Attorney General failed to inform the Commission of the calendaring requests
6 and certainly did not present Affidavits and Evidence that was previously
7 submitted.]

8
9 (e) Ascertain whether a copy of the complaint or decision to deny has been
10 filed and whether an answer has been filed as part of the record in the
11 proceedings.

12 **[Comment:** An answer was filed along with a substantive response. It would
13 appear that this was not presented to the Commission and/or not considered.
14 The instant Order reflects a default judgment in nature and is wholly
15 inappropriate.]

16
17 5. Evidence which is to be introduced:

18 (b) May be received by the Commission or a hearing panel at any point during
19 the proceeding.

20 **[Comment:** Evidence, including actual minutes and transfer documentation
21 were presented to the Commission prior to and during the stack calendar which
22 the Commission should have taken into consideration. Moreover, the hearing
23 continuance mainly dealt with a request to review minutes that had been
24 transferred to the new management company. As set forth in the Declaration
25 of Michael J. Nuñez, the DAG acknowledged having the transferred documents
26
27
28

1 by April 17, 2019⁸ and transcriptions of the audio recording of the minutes were
2 submitted to the Commission on May 28, 2019.]

3
4 10. The Commission or a hearing panel may waive any provision of this section
5 if necessary to expedite or ensure the fairness of the hearing.

6 [**Comment:** The Commission had and has all of the information it needed to
7 render a fair determination on the merits by May 28, 2019. Technical objections
8 which saddle the complaint and which are expected in response to this motion
9 need not bind the Commission or prevent them from rendering justice and
10 equity.]

11
12 13. Upon the presentation of evidence that the respondent received notice of
13 the hearing and has not filed an answer within the time prescribed pursuant to
14 NRS 116.770, his or her default may be entered and a decision may be issued
15 based upon the allegations of the complaint.

16 [**Comment:** Despite and answer being filed, testimony received, two affidavits
17 with supporting documentation being filed, the instant Order evidences a
18 default judgment in form and substance. This violates Respondent's Due
19 Process rights.]

20
21 **C. There Was No Underlying Complaint Upon Which the Attorney General Presented**
22 **its Claims.**

23 From the inception of this case, and in all responsive filings and testimony, Respondent
24 has maintained that no grievances have been presented to her and no harm has been alleged
25 or presented. Fundamentally, this constitutes errors and a basis for review and dismissal of
26 the instant action.

27
28 ⁸ See, Declaration of M. Nuñez at ¶13.

1 NRS §116.760 provides as follows:
2

3 **Right of person aggrieved by alleged violation to file affidavit with Real**
4 **Estate Division; procedure for filing affidavit; administrative fine for filing**
5 **false or fraudulent affidavit.**

6 1. Except as otherwise provided in this section, a person who is aggrieved
7 by an alleged violation may, not later than 1 year after the person discovers or
8 reasonably should have discovered the alleged violation, file with the Division
9 a written affidavit that sets forth the facts constituting the alleged violation. The
10 affidavit may allege any actual damages suffered by the aggrieved person as
11 a result of the alleged violation.

12 2. An aggrieved person may not file such an affidavit unless the aggrieved
13 person has provided the respondent by certified mail, return receipt requested,
14 with written notice of the alleged violation set forth in the affidavit. The notice
15 must:

16 (a) Be mailed to the respondent's last known address.

17 (b) Specify, in reasonable detail, the alleged violation, any actual
18 damages suffered by the aggrieved person as a result of the alleged
19 violation, and any corrective action proposed by the aggrieved person.

20 3. A written affidavit filed with the Division pursuant to this section must
21 be:

22 (a) On a form prescribed by the Division.

23 (b) Accompanied by evidence that:

24 (1) The respondent has been given a reasonable
25 opportunity after receiving the written notice to correct the
26 alleged violation; and

27 (2) Reasonable efforts to resolve the alleged violation have
28 failed.

1 4. The Commission or a hearing panel may impose an administrative fine
2 of not more than \$1,000 against any person who knowingly files a false or
3 fraudulent affidavit with the Division.
4

5 In this matter, and as set forth in the previously submitted affidavits of Sherryl Baca, in
6 her eleven year management of the Cottonwood Homeowner's Association property, she
7 never received notice of any grievance, and was certainly was never afforded an opportunity
8 to address and cure any such grievance. This constitutes error and grounds for dismissal of
9 the instant action.

10 **D. The DAG's Conduct Demonstrates Bias if Not Contempt. This Like Colored the**
11 **Instant Ruling.**

12 As set forth in the accompanying declaration of Michael J. Nuñez, Deputy Attorney
13 General Briggs was aware of the scheduling conflict on June 4, 2019 and appears to have
14 intentionally misled the Commission into believing this was a non-explained or non-excused
15 absence. This was not the case, and if the Commission's Order was based on that
16 representation it constitutes error.

17 Moreover, and more disturbing, in communication with counsel, DAG Briggs expressly
18 stated that she was "sick" of Respondent Sherryl Baca. This is clear evidence and indication
19 of bias, if not malice, which would clearly constitute error in the subject ruling and a rehearing
20 is required to dispel any such notion. See, NRS §116.635 which provides:

21
22 **Immunity.**

23 The Commission and its members, each hearing panel and its members, the
24 Administrator, the Ombudsman, the Division, and the experts, attorneys,
25 investigators, consultants and other personnel of the Commission and the
26 Division are immune from any civil liability for any decision or action taken in
27 good faith and without malicious intent in carrying out the provisions of this
28 chapter.

1 The DAG's intentional ignoring of Respondent's requests for accommodation,
2 potentially misleading the Commission regarding same, and expressions of contempt and
3 sickness of Respondent evidence malice and should be addressed and clarified at rehearing.

4 **V.**

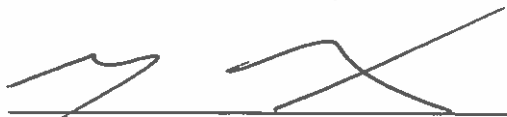
5 **CONCLUSION**

6 Respondent respectfully requests that the Commission weight the merits of this matter
7 and in the interest of equity take no disciplinary action in this matter, including suspension or
8 fines. Respondent has done no harm to the Cottonwood HOA. To the contrary. At most, the
9 DAG has raised issues that a management agreement may not have been technically correct
10 (though the parties never knew it for eleven years) and the new management company seems
11 to have lost minutes. Regardless, lost minutes do not erase eleven years of professional
12 property management.

13 Respondent has learned a lesson and in that regard the mission of the Commission has
14 been served. Respondent has no objection to any advisory opinions or class / education
15 recommendations.

16 DATED: July 1, 2019

17 **MURCHISON & CUMMING, LLP**

18
19 By: 
20 Michael J. Nuñez
21 Nevada Bar No. 10703
22 350 South Rampart Boulevard, Suite 320
23 Las Vegas, Nevada 89145
24 Attorneys for Respondent, Sherryl Baca
25
26
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DECLARATION OF MICHAEL J. NUÑEZ

I, Michael J. Nuñez, declare and state:

I am an attorney-at-law licensed to practice in the States of California and Nevada and I am a Senior Partner with Murchison & Cumming, LLP, counsel of record herein for Respondent, Sherryl Baca. I am one of the attorneys at our firm responsible for handling the defense of this matter on behalf of Respondent, Sherryl Baca, and, on this basis, and upon such other bases set forth below, I have personal knowledge of the matters set forth in this Declaration, except where stated on information and belief, and could and would competently testify to them under oath if called as a witness.

1. I was assigned to defend and respond to the Original Complaint in this matter, dated September 21, 2018, on **October 11, 2018**. At that time a response to the Complaint was due on October 24, 2018 with a stacked hearing date set for November 16, 2018.

2. Generally, the allegations of the complaint were varied and went back to requests from the Commission starting in January 2016. (See, Complaint, attached hereto as **Exhibit A.**) Reviewing and obtaining information on a multiyear claim was going to require time.

3. On or about **October 15, 2018** I was informed that there were limited documentation responsive to the complaint as Ms. Baca had not managed this account since June of 2017 and at that time she has turned over her file – as she was obligated to – to the new management company.⁹

4. On **October 17, 2018** a request for additional time was made to the Commission.

¹⁰

5. On **October 18, 2019** a professional and courteous response was provided by the Commission granting the request for additional time.¹¹

⁹ See, **Exhibit L** hereto, Transfer Inventory Listing, dated 6/27/17.

¹⁰ See, **Exhibit C** hereto, Correspondence dated 10/17/18.

¹¹ See, **Exhibit C**, hereto, email dated 10/18/18.

1 6. On **December 13, 2018**, a timely and comprehensive (106 page) response was
2 provided to the Commission. On this date counsel for Respondent also wrote to the
3 Commission indicating that the matter had not yet been set for a hearing date.¹²

4 7. On **February 6, 2019** I received notice that this matter would be heard on the
5 Commission's March 12-14, 2019 stack. The only date I was available on that stack was March
6 12, 2019. On March 6, 2019 I emailed the Commission with my notice of availability and asked
7 to be placed on the March 12, 2019 calendar. This request was accommodated and we were
8 placed on the March 12, 2019 calendar.

9 8. On **March 12, 2019** the hearing on this matter was conducted. Ms. Baca testified
10 and responded to all allegations of the complaint. The hearing largely dealt with the adequacy
11 of the management agreement, the long period of time that the parties operated under a facially
12 valid management agreement, and matters related to check signing authority. There was no
13 sign or indication at that time that serious violations of the law had occurred or been proven by
14 the Deputy Attorney General ("DAG").

15 9. It was my hope and expectation at the March 12, 2019 that the Commission had
16 all of the information it needed to render a favorable and just decision in favor of the
17 Respondent, or in the alternative a reasonable decision that focus on education rather than
18 punitive measures – which were just not warranted.

19 10. Seemingly frustrated with the course of the hearing the DAG then raised an issue
20 concerning unsigned minutes and missing minutes altogether. While unsigned or missing
21 minutes was not an expressed violation of law in the original complaint, the Commission
22 agreed to continue the hearing until the next stack to hear and consider matters related to the
23 file transfer.

24 ///

25 ///

26

27 ¹² See, Response, dated 12/13/18, attached hereto as **Exhibit D**. See, **Exhibit E** hereto, correspondence,
28 dated 12/13/18 with continuance notice attached.

1 11. On that same date, **March 12, 2019**, Ms. Baca emailed my office a copy of the
2 Transfer Inventory Listing, dated 6/27/17.¹³ Work was started on that date to find the actual
3 minutes of the HOA meetings to submit in advance of the June 4th hearing.

4 12. At this time, the plan was to have the board minutes transcribed and presented
5 to the Commission before the next hearing. It was believed that these minutes would show
6 that Ms. Baca acted at all times professionally and in good faith and with full knowledge and
7 consent of the Board of Directors. There were a few comments made by the commissioners
8 during the March 12th hearing which indicated to me that this was information the Commission
9 was most interested in and which I believed would be helpful and supportive for the next
10 hearing.

11 13. On **April 17, 2019**, I received email communication from DAG Briggs indicating
12 boxes held by the new manager and reviewed by her investigator revealed no signed minutes
13 from years 2014, 2015 and 2016.¹⁴ (Initially, I construed this as an admission that the boxes
14 were transferred from Respondent's management to the new management's possession as
15 indicated by the Transfer Inventory Listing, dated 6/27/17 and that the DAG's representation
16 to the Commission on March 12, 2019 that there were no minutes was unfounded or made in
17 bad faith.)¹⁵ Not satisfied with her review of the boxes transferred, the DAG asked for any
18 information contrary to her investigator's finding that no signed minutes existed for years 2014,
19 2015 and 2016 and asked if this would be disputed. Of course I planned to dispute this and in
20 response to this communication, I renewed efforts to obtain copies of the minutes to show the
21 DAG and the Commission that these meeting did take place, were recorded and documented,
22 that the minutes were signed at the meetings, and certainly approved, and that business was
23 conducted normally and in the best interest of the HOA.

24
25
26 ¹³ See, Exhibit F hereto, email dated 3/12/19. (This communication is for the limited purpose of this
filing and is not to be construed as a waiver of any attorney client privilege or communication.)

27 ¹⁴ See, Exhibit G hereto, email dated 4/17/19.

28 ¹⁵ This unfounded and potentially misleading statement was possibly the only reason the Commission
did not rule in Respondent's favor on March 12th.

1 14. It was my impression at that time that the Commission was looking for
2 substantive responses to the Complaints, which we had, i.e., eleven years of effective
3 management; rather than technical claims the DAG was pursuing, i.e., verbiage in the
4 management agreements and signed minutes.

5 15. On **May 7, 2019** I expressly responded to an email inquiry from the DAG
6 indicating my intention to appear and present transcribed meeting minutes at the next
7 hearing.¹⁶

8 16. On **May 8, 2019** I received the audio recording of the meeting minutes and sent
9 them out for transcription.

10 17. On **May 15, 2019** the transcription was completed. There is simply no disputing
11 the fact that meetings occurred, that minutes were taken and that the Board approved all
12 minutes. The transcribed audio recording prove that the first matter of business was that the
13 minutes were approved and Ms. Baca's affidavit attests to the fact that this meant they were
14 signed.

15 18. On **May 24, 2019** the response to the amended complaint, with attached
16 transcriptions, was completed and sent to Respondent for review and affirmation.

17 19. On **May 28, 2019**, the original and 10 copies of the Response to Amended
18 Complaint, Supplemental Affidavit of Sherryl Baca, and transcribed meeting minutes was
19 submitted to the Commission.¹⁷ Despite the fact that this Response contained all of the
20 information necessary for the Commission to make a fair and final decision, it is not believed
21 that this Response was ever presented to the Commission.

22 20. In the transmittal letter of May 28, 2019 I also informed the Commission
23 Coordinator that Responded wanted a continuance of the hearing in order to call witnesses
24
25
26

27 ¹⁶ See, Email dated 5/7/19, attached hereto as **Exhibit H**.

28 ¹⁷ See, Correspondence at response dated 5/28/19, attached hereto as **Exhibit I**.

1 and also informed the Commission that if a continuance could not be granted, the only
2 available date for counsel and Respondent was June 5th¹⁸.

3 21. On **May 30, 2019**, Ms. Lewis on behalf of the Commission responded to my letter
4 of May 28, 2019 denying the request for a continuance and referred us to the Amended and
5 Restated Complaint for the hearing date, which of course mentions a stacked calendar of June
6 4-6, 2019.¹⁹

7 22. In the interest of being cautious and thorough, I responded to Ms. Lewis' email
8 and reminded her, for a second time, that Respondent and I would appear for the hearing as
9 noticed on June 5, 2019.²⁰ There was no response to this email, either formally, or even as a
10 courtesy.

11 23. On **June 3, 2019** I sent a *third* notice to the Commission Coordinator and the
12 DAG informing them that Respondent would appear as noticed before the Commission on
13 June 5, 2019.²¹ There was no response to this email, either formally, or even as a courtesy.

14 24. On **June 3, 2019** I also left a voice mail message with DAG Briggs informing her
15 I had settlement authority from my client that I wished to relay to her before the Commission
16 hearing. There was no response to this voicemail, either formally, or even as a courtesy. It is
17 not believed that the DAG ever presented any of Respondent's offers of settlement to the
18 Commission prior to its ruling.

19 25. On **June 4, 2019**, in response to inquiry, I informed Respondent Baca to meet
20 me at the hearing on Wednesday June 6, 2019 as I had informed the Commission multiple
21 times about our availability and that I hoped to resolve the matter before being called.

22 26. The hearing went forward on **June 4, 2019**, without any communication from the
23 Commission Coordinator or the DAG.

24
25
26 ¹⁸ See, Exhibit I.

27 ¹⁹ See, email dated 5/30/19, attached hereto as Exhibit J.

28 ²⁰ See, Exhibit J.

²¹ See, Exhibit K hereto, email dated 6/3/19.

1 27. Both myself and Sherryl Baca appeared at the Commission's office on **June 5,**
2 **2019** to present our case, testimony and evidence. Surprised to learn that the hearing would
3 not go forward on that date, I spoke with Commission Coordinator Teralyn Lewis who
4 confirmed that she had informed DAG Briggs that Respondent would appear on June 5th. Ms.
5 Lewis confirmed that both she and Ms. Briggs intentionally chose to ignore and not respond to
6 Respondent's multiple notices regarding her appearance.

7 28. On **June 5, 2019** I directed correspondence to DAG Briggs expressing objections
8 to the hearing moving forward and also expressing an interest to resolve the matter short of a
9 final Order being issued.²²

10 29. DAG Briggs ignored this correspondence and follow up calls.

11 30. On **June 6, 2019**, I finally was able to speak with Ms. Briggs and we had a
12 substantive talk. The call was contentious, insightful but ultimately productive. During this call
13 it was expressed to me that she was willing to discuss compromise before entering an order.
14 There were some issues discussed during the call that warrant reconsideration of the
15 Commission's Order.

16 31. During the June 6, 2019 call DAG Briggs expressed extreme frustration with
17 Respondent Baca. She told me the Commission "knows her" and has a history with her. DAG
18 Briggs stated that Ms. Baca has been fined in the past by the Commission. (I am only aware
19 of only one fine Ms. Baca had paid in the past. Case No. 2016-1949.) Most troubling, DAG
20 Briggs actually stated that she was "sick of Sherryl Baca." To the extent this is evidence of
21 some bias the DAG has for Respondent, or some desire to punish Respondent for past
22 conduct, this is of course improper and reconsideration is warranted. From there I turned the
23 discussion to resolution of this case.

24 32. I informed DAG Briggs that I would be forced to file a motion for reconsideration
25 and appeal if necessary. She acknowledged our right to do so. I told her that would be a waste
26 of time to do that if we could compromise the case. I reminded her that I called her on Friday
27

28 ²² See, Exhibit L hereto, correspondence dated 6/5/19.

1 5/31/19 and told her I had settlement authority from Respondent Baca, but that she did not call
2 me back. She seemed to acknowledge this in mitigation. I informed her that Respondent Baca
3 provided me the transfer memo in March and that I provided her that on June 5th for
4 presentation to the Commission. She seemed to acknowledge this in mitigation. I reminded
5 her it was my scheduling conflict on Tuesday, June 4th and not Respondent Baca's that led to
6 the non-appearance. She seemed to acknowledge this in mitigation. Following these
7 acknowledgements, the discussion then turned to what we had to offer.

8 33. I told her I would have to confirm, but we discussed a monetary settlement and
9 that I had discussed a limited suspension of the Super Cam License with Ms. Baca on 5/31/19.
10 Ms. Briggs' stated the dollar amount would not be accepted. She stated that there were
11 approximately \$4,000 in costs. I asked if that kind of monetary offer would be accepted and
12 she was non-committal, but stated that she would present it to the Commission. She also
13 added that there would have to be education. I told her I did not think that would be a problem

14 34. On June 7, 2019 I emailed a settlement offer to DAG Briggs.

15 35. On June 12, 2019, DAG Briggs abruptly sent an email indicating that the
16 "Division will not accept your offer."²³ It is not known if Respondent's offer was ever even
17 presented to the Commission.

18 Executed on this 1st day of July, 2019, at Las Vegas, Nevada.

19 I declare under penalty of perjury under the laws of the State of Nevada that the
20 foregoing is true and correct.

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22
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26
27
28

Michael J. Nuñez

²³ See, Exhibit M, email dated 6/12/19.

1 **PROOF OF SERVICE**

2 **Baca, Inc. adv. Chandra, Sharath**

3 **STATE OF NEVADA, COUNTY OF CLARK**

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Clark, State of Nevada. My business address is 350 South Rampart
6 Boulevard, Suite 320, Las Vegas, NV 89145.

7 On July 1, 2019, I served true copies of the following document(s) described as **NOTICE
8 OF APPEAL AND REQUEST FOR REHEARING AND RECONSIDERATION; REQUEST
9 FOR STAY; DECLARATION OF MICHAEL J. NUNEZ** on the interested parties in this action
10 as follows:

11 **SEE ATTACHED SERVICE LIST**

12 **BY HAND DELIVERY:** I caused a copy of the document to be delivered by hand to the office
13 of the addressee(s).

14 I declare under penalty of perjury under the laws of the State of Nevada that the
15 foregoing is true and correct.

16 Executed on July 1, 2019, at Las Vegas, Nevada.

17 
18 _____
19 Nicole Garcia

20 **SERVICE LIST**

21 Michelle D. Briggs, Esq.
22 Senior Deputy Attorney General
23 555 E. Washington Ave., Ste. 3900
24 Las Vegas, NV 89101
25 Tel: (702) 486-3420
26 Email: Mbriggs@ag.nv.gov

Attorneys for Nevada Real Estate Division

27 Jan M. Unger, Commission Coordinator
28 State of Nevada – Department of Business and Industry
Real Estate Division
3300 W. Sahara Ave., Ste. 350
Las Vegas, NV 89102-3203
Tel: (702) 486-4606
Email: jmunger@red.nv.gov

EXHIBIT A

EXHIBIT A

BEFORE THE COMMISSION FOR COMMON-INTEREST
COMMUNITIES AND CONDOMINIUM HOTELS
STATE OF NEVADA

Sharath Chandra, Administrator,
Real Estate Division, Department of
Business & Industry, State of Nevada,

Case Nos. 2017-1579 and 2018-136

Petitioner,

FILED

vs.

SEP 21 2018

Sherryl Baca,

NEVADA COMMISSION OF
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS

Respondent.

**COMPLAINT FOR DISCIPLINARY
ACTION AND NOTICE OF HEARING**

The Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division"), by and through its counsel, Adam Paul Laxalt, Attorney General of the State of Nevada, and Michelle D. Briggs, Esq., Senior Deputy Attorney General, hereby notifies Respondent Sherryl Baca ("RESPONDENT" or "BACA") of an administrative hearing before the Commission for Common-Interest Communities and Condominium Hotels, State of Nevada, which is to be held pursuant to Chapters 233B and Chapters 116 and 116A of the Nevada Revised Statutes ("NRS") and Chapter 116 and 116A of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if an administrative penalty will be imposed on the RESPONDENT pursuant to the provisions of NRS and NAC including, but not limited to, NAC 116A.360.

JURISDICTION AND NOTICE

1. During all relevant times mentioned in this complaint, BACA held, and currently holds, a supervisory community manager certificate from the Division (CAM.0001439-SUPR) and is, therefore, subject to the jurisdiction of the Division and the provisions of NRS Chapters 116 and 116A and NAC Chapters 116 and 116A.

...

...

FACTUAL ALLEGATIONS

1
2 2. In January 2016, the Division's auditor requested documents from
3 RESPONDENT BACA as the manager for Cottonwood on Alexander Homeowners
4 Association (the "Association") for an audit.

5 3. The Association appeared to be underfunded in its reserves based on annual
6 registration filings, but no documents were provided by BACA as requested by the
7 auditor.

8 4. The Division investigated the Association and requested certain financial
9 information.

10 5. Based on records provided by BACA, the Division requested additional
11 records, including her management contract with the Association.

12 6. After the second letter requesting the management contract, BACA
13 requested additional time to respond and was given until January 18, 2017.

14 7. The Division received no further response from BACA and sent two
15 additional letters to the Association through BACA.

16 8. In March through May, 2017, the Division sent emails and letters to BACA
17 requesting that she send her management contract.

18 9. BACA emailed the investigator saying she would provide the management
19 contract the first week of April. She did not.

20 10. In July 2017, the Division opened an investigation against BACA for
21 impeding the Division's investigation of the Association (Case No. 2017-1579) by failing to
22 provide her management contract.

23 11. The Division sent letters dated July 13, 2017, August 8, 2017, December 5,
24 2017, and March 29, 2018.

25 12. In July 2017, the Association hired a new manager. The new manager could
26 not find any management contracts in the Association's records.

27 13. The Association's records indicate BACA signed 259 checks from the
28 Association's operating and construction defect accounts in 2014, 2015, and 2016.

1 14. The Division opened a new investigation against BACA regarding her
2 authority to sign checks on behalf of the Association (Case No. 2018-136).

3 15. The Association's records also showed the 2014 and 2015 audits were
4 ordered in September 2016, and completed in June 2017.

5 16. None of the Association's minutes are signed.

6 17. The Division received an affidavit from BACA on March 30, 2018 saying:

7 Community Management & Sales has a continuous management contract in
8 place with Cottonwood on Alexander since 2004. We have been unable to
locate the signed contracts for the years 2014, 2015, and 2016...

9 18. The Division sent additional letters requesting the "continuous management
10 contract."

11 19. On May 25, 2018, BACA provided an additional affidavit and a copy of her
12 contract from 2006.

13 20. The 2006 contract states:

14 This Agreement shall commence on November 1, 2006 and continue in effect
15 until October 31, 2007 following which is [sic] shall automatically renew for
16 one (1) year periods, unless either party notifies the other of its intent to
terminate the contract at least thirty (30) days before the end of the one (1)
year term.

17 21. In 2009, NRS 116A.620 was enacted which prohibits management contracts
18 from containing an automatic renewal provision.

19 VIOLATIONS OF LAW

20 1. BACA violated NRS 116A.620 and NAC 116A.325 by performing community
21 management services for the Association without a signed management contract from
22 2010 to 2017.

23 2. BACA violated NRS 116A.630(1)(a) and NAC 116A.320 by failing to act as a
24 fiduciary in her relationship with the Association.

25 3. BACA violated NRS 116A.630(1)(b) and NAC 116A.320 by failing to exercise
26 ordinary and reasonable care in the performance of her duties.

27 4. BACA violated NRS 116A.630(2)(a) and NAC 116A.320 by failing to comply
28 with state laws.

1 5. BACA violated NRS 116A.630(10) and NAC 116A.320 by failing to cooperate
2 with the Division in resolving complaints filed with the Division.

3 6. BACA violated NRS 116A.640(2)(a) and NAC 116A.345(2)(a) by impeding or
4 otherwise interfering with an investigation of the Division by failing to comply with a
5 request of the Division to provide documents.

6 7. BACA violated NRS 116A.640(2)(c) and NAC 116A.345(2)(c) by impeding or
7 otherwise interfering with an investigation of the Division by concealing facts or
8 documents relating to the business of a client.

9 8. BACA violated NAC 116A.355(1)(a)(1) (through NAC 116A.355(2)(f)) by
10 committing unprofessional conduct by failing to cooperate with the Division in the
11 investigation of a complaint including, without limitation, failure to produce any
12 document, book or record in the possession or control of the community manager after the
13 Division requests the production of such document, book or record in the course of an
14 investigation of a complaint.

15 9. BACA violated NAC 116A.355(1)(a)(1) (through NAC 116A.355(2)(i)) by
16 committing unprofessional conduct by exceeding the authority granted to her by the
17 Association.

18 10. BACA violated NAC 116A.355(1)(a)(2) (through NAC 116A.355(3)(a)) by
19 committing professional incompetence by demonstrating a significant lack of ability,
20 knowledge or fitness to perform a duty or obligation owed to a client.

21 11. BACA violated NAC 116A.355(1)(a)(2) (through NAC 116A.355(3)(b)) by
22 committing professional incompetence by failing to exercise reasonable skill and care with
23 respect to a duty or obligation owed to a client.

24 12. BACA violated NAC 116A.355(1)(a)(1) and (2) (through NAC 116A.355(4)(g))
25 by committing unprofessional conduct or professional incompetence by failing to act in
26 the best interests of the Association.

DISCIPLINE AUTHORIZED

27 Pursuant to the provisions of NAC 116A.360 the Commission has discretion to
28

1 impose discipline as it deems appropriate, including, but not limited to one or more of the
2 following actions:

- 3 1. Revoke or suspend the certificate;
- 4 2. Refuse to renew or reinstate the certificate;
- 5 3. Place the community manager on probation;
- 6 4. Issue a reprimand or censure to the community manager;
- 7 5. Impose a fine of not more than \$5,000 for each violation of a statute or
8 regulation;
- 9 6. Require the community manager to pay restitution;
- 10 7. Require the community manager to pay the costs of the investigation and
11 hearing;
- 12 8. Require the community manager to obtain additional education relating to
13 the management of common-interest communities; and
- 14 9. Take such other disciplinary action as the Commission deems appropriate.

15 The Commission may order one or any combination of the discipline described
16 above.

17 NOTICE OF HEARING

18 PLEASE TAKE NOTICE, that a disciplinary hearing has been set to consider
19 this Administrative Complaint against the above-named RESPONDENT in accordance
20 with Chapters 233B and 116 and 116A of the Nevada Revised Statutes and Chapters 116
21 and 116A of the Nevada Administrative Code.

22 THE HEARING WILL TAKE PLACE at the Commission meeting scheduled for
23 November 6-8, 2018, beginning at approximately 9:00 a.m. each day, or until such time as
24 the Commission concludes its business. The Commission meeting will be held at the
25 Nevada State Business Center, 3300 W. Sahara Avenue, Nevada Room, Suite 400, Las
26 Vegas, Nevada 89102 with videoconferencing to Division of Insurance, 1818 E. College
27 Parkway, Carson City, Nevada 89153.

28

1 STACKED CALENDAR: Your hearing is one of several hearings that may be
2 scheduled at the same time as part of a regular meeting of the Commission that is
3 expected to take place on November 6-8, 2018. Thus, your hearing may be continued until
4 later in the day or from day to day. It is your responsibility to be present when your case
5 is called. If you are not present when your hearing is called, a default may be entered
6 against you and the Commission may decide the case as if all allegations in the complaint
7 were true. If you need to negotiate a more specific time for your hearing in advance
8 because of coordination with out of state witnesses or the like, please call Samiel
9 Williams, Commission Coordinator, at (702) 486-4606.

10 YOUR RIGHTS AT THE HEARING: Except as mentioned below, the hearing is an
11 open meeting under Nevada's open meeting law, and may be attended by the public.
12 After the evidence and arguments, the commission may conduct a closed meeting to
13 discuss your alleged misconduct or professional competence. A verbatim record will be
14 made by a certified court reporter. You are entitled to a copy of the transcript of the open
15 and closed portions of the meeting, although you must pay for the transcription.

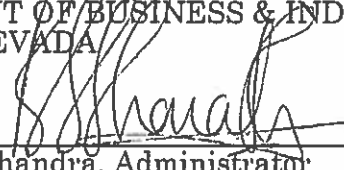
16 As a RESPONDENT, you are specifically informed that you have the right to
17 appear and be heard in your defense, either personally or through your counsel of choice.
18 At the hearing, the Division has the burden of proving the allegations in the complaint
19 and will call witnesses and present evidence against you. You have the right to respond
20 and to present relevant evidence and argument on all issues involved. You have the right
21 to call and examine witnesses, introduce exhibits, and cross-examine opposing witnesses
22 on any matter relevant to the issues involved.

23 You have the right to request that the Commission issue subpoenas to compel
24 witnesses to testify and/or evidence to be offered on your behalf. In making this request,
25 you may be required to demonstrate the relevance of the witness's testimony and/or
26 evidence. Other important rights and obligations, including your obligation to answer the
27 complaint, you have are listed in NAC 116A.560 through NAC 116A.655, NRS Chapter
28 233B, and NRS Chapters 116 and 116A and NAC 116 and 116A. Note that under NAC

1 116A.585, not less than five (5) working days before a hearing, RESPONDENT must
2 provide to the Division a copy of all reasonably available documents that are reasonably
3 anticipated to be used to support his or her position, and a list of witnesses
4 RESPONDENT intends to call at the time of the hearing. Failure to provide any
5 document or to list a witness may result in the document or witness being excluded from
6 RESPONDENT'S defense. The purpose of the hearing is to determine if the
7 RESPONDENT has violated any of the provisions of NRS and NAC Chapters 116 and
8 116A, and to determine what administrative penalty is to be assessed against
9 RESPONDENT, if any, pursuant to NAC 116A.360.

10 DATED: September 21, 2018.

11 REAL ESTATE DIVISION,
12 DEPARTMENT OF BUSINESS & INDUSTRY,
13 STATE OF NEVADA

14 By: 
15 Sharath Chandra, Administrator
16 3300 W. Sahara Avenue
17 Las Vegas, Nevada 89104
18 (702) 486-4033

19 ADAM PAUL LAXALT
20 Attorney General


21 By: 
22 Michelle D. Briggs, Esq.
23 Senior Deputy Attorney General
24 555 E. Washington Avenue, Suite 3900
25 Las Vegas, Nevada 89101
26 (702) 486-3420
27 Attorneys for the Division
28

EXHIBIT B

EXHIBIT B

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BEFORE THE COMMISSION FOR COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS STATE OF NEVADA

Sharath Chandra, Administrator,
Real Estate Division, Department of
Business & Industry, State of Nevada,

Case Nos. 2017-1579 and 2018-136

Petitioner,

vs.

FILED

APR 30 2019

Sherryl Baca,

Respondent.

NEVADA COMMISSION OF
COMMON INTEREST COMMUNITIES
AND CONDOMINIUM HOTELS

**AMENDED AND RESTATED COMPLAINT
FOR DISCIPLINARY ACTION AND NOTICE OF HEARING**

The Real Estate Division of the Department of Business and Industry, State of Nevada (the "Division"), by and through its counsel, Aaron D. Ford, Attorney General of the State of Nevada, and Michelle D. Briggs, Esq., Senior Deputy Attorney General, hereby files this Amended and Restated Complaint and Notice of Hearing pursuant to NAC 116.565 as follows. Respondent Sherryl Baca ("RESPONDENT" or "BACA") is notified of the continuation of the hearing regarding this Complaint before the Commission for Common-Interest Communities and Condominium Hotels, State of Nevada, which is to be held pursuant to Chapters 233B and Chapters 116 and 116A of the Nevada Revised Statutes ("NRS") and Chapter 116 and 116A of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if an administrative penalty will be imposed on the RESPONDENT pursuant to the provisions of NRS and NAC including, but not limited to, NAC 116A.360.

JURISDICTION AND NOTICE

1. During all relevant times mentioned in this complaint, BACA held, and currently holds, a supervisory community manager certificate from the Division (CAM.0001439-SUPR) and is, therefore, subject to the jurisdiction of the Division and the provisions of NRS Chapters 116 and 116A and NAC Chapters 116 and 116A.

...

1 authority to sign checks on behalf of the Association (Case No. 2018-136).

2 15. The Association's records also showed the 2014 and 2015 audits were ordered
3 in September 2016, and completed in June 2017.

4 16. None of the Association's regular board meeting minutes from 2014, 2015, and
5 2016 are signed.

6 17. The Division received an affidavit from BACA on March 30, 2018 saying:

7 Community Management & Sales has a continuous management contract in
8 place with Cottonwood on Alexander since 2004. We have been unable to
locate the signed contracts for the years 2014, 2015, and 2016...

9 18. The Division sent additional letters requesting the "continuous management
10 contract."

11 19. On May 25, 2018, BACA provided an additional affidavit and a copy of her
12 contract from 2006.

13 20. The 2006 contract states:

14 This Agreement shall commence on November 1, 2006 and continue in effect
15 until October 31, 2007 following which is [sic] shall automatically renew for
16 one (1) year periods, unless either party notifies the other of its intent to
terminate the contract at least thirty (30) days before the end of the one (1)
year term.

17 21. In 2009, NRS 116A.620 was enacted which prohibits management contracts
18 from containing an automatic renewal provision.

19 VIOLATIONS OF LAW

20 1. BACA violated NRS 116A.620 and NAC 116A.325 by performing community
21 management services for the Association without a signed management contract from 2010
22 to 2017.

23 2. BACA violated NRS 116A.630(1)(a) and NAC 116A.320 by failing to act as a
24 fiduciary in her relationship with the Association.

25 3. BACA violated NRS 116A.630(1)(b) and NAC 116A.320 by failing to exercise
26 ordinary and reasonable care in the performance of her duties.

27 4. BACA violated NRS 116A.630(2)(a) and NAC 116A.320 by failing to comply
28 with state laws.

1 5. BACA violated NRS 116A.630(10) and NAC 116A.320 by failing to cooperate
2 with the Division in resolving complaints filed with the Division.

3 6. BACA violated NRS 116A.640(2)(a) and NAC 116A.345(2)(a) by impeding or
4 otherwise interfering with an investigation of the Division by failing to comply with a
5 request of the Division to provide documents.

6 7. BACA violated NRS 116A.640(2)(c) and NAC 116A.345(2)(c) by impeding or
7 otherwise interfering with an investigation of the Division by concealing facts or documents
8 relating to the business of a client.

9 8. BACA violated NAC 116A.355(1)(a)(1) (through NAC 116A.355(2)(f)) by
10 committing unprofessional conduct by failing to cooperate with the Division in the
11 investigation of a complaint including, without limitation, failure to produce any document,
12 book or record in the possession or control of the community manager after the Division
13 requests the production of such document, book or record in the course of an investigation
14 of a complaint.

15 9. BACA violated NAC 116A.355(1)(a)(1) (through NAC 116A.355(2)(i)) by
16 committing unprofessional conduct by exceeding the authority granted to her by the
17 Association.

18 10. BACA violated NAC 116A.355(1)(a)(2) (through NAC 116A.355(3)(a)) by
19 committing professional incompetence by demonstrating a significant lack of ability,
20 knowledge or fitness to perform a duty or obligation owed to a client.

21 11. BACA violated NAC 116A.355(1)(a)(2) (through NAC 116A.355(3)(b)) by
22 committing professional incompetence by failing to exercise reasonable skill and care with
23 respect to a duty or obligation owed to a client.

24 12. BACA violated NAC 116A.355(1)(a)(1) and (2) (through NAC 116A.355(4)(g))
25 by committing unprofessional conduct or professional incompetence by failing to act in the
26 best interests of the Association.

27 ...

28 ...

1 **DISCIPLINE AUTHORIZED**

2 Pursuant to the provisions of NAC 116A.360 the Commission has discretion to
3 impose discipline as it deems appropriate, including, but not limited to one or more of the
4 following actions:

- 5 1. Revoke or suspend the certificate;
- 6 2. Refuse to renew or reinstate the certificate;
- 7 3. Place the community manager on probation;
- 8 4. Issue a reprimand or censure to the community manager;
- 9 5. Impose a fine of not more than \$5,000 for each violation of a statute or
10 regulation;
- 11 6. Require the community manager to pay restitution;
- 12 7. Require the community manager to pay the costs of the investigation and
13 hearing;
- 14 8. Require the community manager to obtain additional education relating to
15 the management of common-interest communities; and
- 16 9. Take such other disciplinary action as the Commission deems appropriate.

17 The Commission may order one or any combination of the discipline described above.

18 **NOTICE OF HEARING**

19 **PLEASE TAKE NOTICE**, that a disciplinary hearing has been set to consider this
20 Administrative Complaint against the above-named RESPONDENT in accordance with
21 Chapters 233B and 116 and 116A of the Nevada Revised Statutes and Chapters 116 and
22 116A of the Nevada Administrative Code.

23 **THE HEARING WILL TAKE PLACE** at the Commission meeting scheduled for June
24 4-6, 2019, beginning at approximately 9:00 a.m. each day, or until such time as the
25 Commission concludes its business. On June 4 and 5, 2019, the Commission meeting will
26 be held at the Nevada State Business Center, 3300 W. Sahara Avenue, Nevada Room, Suite
27 400, Las Vegas, Nevada 89102 with videoconferencing to Division of Insurance, 1818 E.
28 College Parkway, Carson City, Nevada 89706. On June 6, 2019, the Commission meeting

1 will be held at the Nevada State Business Center, 3300 W. Sahara Avenue, Tahoe Room,
2 Fourth Floor, Las Vegas, Nevada 89102, with videoconferencing to Division of Insurance,
3 1818 E. College Parkway, Carson City, Nevada 89706.

4 STACKED CALENDAR: Your hearing is one of several hearings that may be
5 scheduled at the same time as part of a regular meeting of the Commission that is expected
6 to take place on June 4-6, 2019. Thus, your hearing may be continued until later in the day
7 or from day to day. It is your responsibility to be present when your case is called. If you
8 are not present when your hearing is called, a default may be entered against you and the
9 Commission may decide the case as if all allegations in the complaint were true. If you need
10 to negotiate a more specific time for your hearing in advance because of coordination with
11 out of state witnesses or the like, please call Teralyn Lewis, Administration Section
12 Manager, at (702) 486-4036.

13 YOUR RIGHTS AT THE HEARING: Except as mentioned below, the hearing is an
14 open meeting under Nevada's open meeting law, and may be attended by the public. After
15 the evidence and arguments, the commission may conduct a closed meeting to discuss your
16 alleged misconduct or professional competence. A verbatim record will be made by a
17 certified court reporter. You are entitled to a copy of the transcript of the open and closed
18 portions of the meeting, although you must pay for the transcription.

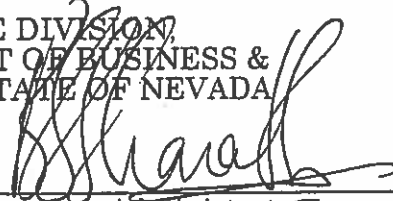
19 As a RESPONDENT, you are specifically informed that you have the right to appear
20 and be heard in your defense, either personally or through your counsel of choice. At the
21 hearing, the Division has the burden of proving the allegations in the complaint and will
22 call witnesses and present evidence against you. You have the right to respond and to
23 present relevant evidence and argument on all issues involved. You have the right to call
24 and examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any
25 matter relevant to the issues involved.

26 You have the right to request that the Commission issue subpoenas to compel
27 witnesses to testify and/or evidence to be offered on your behalf. In making this request,
28 you may be required to demonstrate the relevance of the witness's testimony and/or


1 evidence. Other important rights and obligations, including your obligation to answer the
2 complaint, you have are listed in NAC 116A.560 through NAC 116A.655, NRS Chapter
3 233B, and NRS Chapters 116 and 116A and NAC 116 and 116A. Note that under NAC
4 116A.585, not less than five (5) working days before a hearing, RESPONDENT must
5 provide to the Division a copy of all reasonably available documents that are reasonably
6 anticipated to be used to support his or her position, and a list of witnesses RESPONDENT
7 intends to call at the time of the hearing. Failure to provide any document or to list a
8 witness may result in the document or witness being excluded from RESPONDENT'S
9 defense. The purpose of the hearing is to determine if the
10 RESPONDENT has violated any of the provisions of NRS and NAC Chapters 116 and
11 116A, and to determine what administrative penalty is to be assessed against
12 RESPONDENT, if any, pursuant to NAC 116A.360.

13 DATED: April 29, 2019.

14 REAL ESTATE DIVISION
15 DEPARTMENT OF BUSINESS &
16 INDUSTRY, STATE OF NEVADA

17 By: 
18 Sharath Chandra, Administrator
19 3300 W. Sahara Avenue, Suite 350
20 Las Vegas, Nevada 89104
21 (702) 486-4033

22 AARON D. FORD
23 Attorney General

24 By: 
25 Michelle D. Briggs, Esq.
26 Senior Deputy Attorney General
27 555 E. Washington Avenue, Suite 3900
28 Las Vegas, Nevada 89101
(702) 486-3420
Attorneys for the Division

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of April 2019 I deposited a true and correct copy of the foregoing:

**AMENDED AND RESTATED COMPLAINT FOR DISCIPLINARY ACTION AND
NOTICE OF HEARING**

in the United States Mail, postage pre-paid, in Las Vegas, Nevada, through the State of Nevada mailroom, by certified mail addressed to the following respondents at his last known address as follows:

Certified No. 7018 1130 0001 8302 4492
Murchison & Cumming LLP
Atten: Michael J. Nunez
350 S. Rampart Bl., Suite 320
Las Vegas, NV. 89145

By: 
Terilyn Lewis, Administration Section Manager

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EXHIBIT C

EXHIBIT C

Michael J. Nunez

From: Samiel D. Williams <SDWilliams@red.nv.gov>
Sent: Thursday, October 18, 2018 1:50 PM
To: Nicole Garcia
Cc: 'sheryyl.baca@cmslv.com'; 'Thomasg@usli.com'; Michael J. Nunez
Subject: RE: Case No. 2017-1579 and 2018-136 (Baca, Inc. adv. Chandra, Sharath)

Mr. Nunez,

A formal notice has been sent to you by certified mail stating the following:

This is a formal notice to inform you that the Secretary of the Commission for Common-Interest Communities and Condominium Hotels has determined that your party's request for a continuance be granted. Senior Deputy Attorney General Michelle Briggs expects an answer to the complaint no later than December 17, 2018.

A Notice of Hearing with the exact date, time and location of the next scheduled Commission meeting will be mailed to your office no later than 30 days prior to the hearing date.

Please expect to receive the formal notice soon.

Respectfully,

Samiel Williams
Commission Coordinator
State of Nevada Department of Business and Industry
Real Estate Division
3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102



Nevada Real Estate Division

Nevada Department of Business and Industry
"Growing business in Nevada"

From: Nicole Garcia
Sent: Wednesday, October 17, 2018 10:29 AM
To: Samiel D. Williams
Cc: 'sheryyl.baca@cmslv.com'; 'Thomasg@usli.com'; Michael J. Nunez
Subject: Case No. 2017-1579 and 2018-136 (Baca, Inc. adv. Chandra, Sharath)

Dear Ms. Williams,

On behalf of Michael Nuñez, please see the attached correspondence in the above-referenced matter.

Thank you,

Nicole Garcia

EXHIBIT D

EXHIBIT D



Affidavit Form

STATE OF NEVADA
County of Clark

Affidavit of Sherryl Baca
Date December 13, 2018
Time Taken _____ O'Clock
City Las Vegas State Nevada

Sherryl Baca _____ deposes and says:
Name

I freely and voluntarily give this affidavit to _____ who
is known to me as _____ for the Nevada Real Estate Division.

1. I am a licensed / permitted Property Manager / Community Manager and was licensed / permitted at all times during my company's management of the property of the Cottonwood on Alexander Homeowners Association ("Cottonwood.") I have also held a Nevada Real Estate License since 1989.
2. I have owned and operated Community Management and Sales ("CMS") since 2001.
3. In my professional career I have successfully managed over 100 properties for various HOAs in Clark County.
4. I have never before had or experienced complaints similar to the ones that are being directed against CMS by the instant complaint. (Case No. 2017-1579 & 2018-136.)
5. On or about November 1, 2006 Community Management and Sales ("CMS") entered into a contract for professional community management with Cottonwood (See, Exhibit A, hereto.) CMS continued management of that property until approximately June of 2017 when, by mutual agreement, the contract was not renewed. Between the dates of November 1, 2006 and June of 2017 there existed a valid written agreement between CMS and Cottonwood and both parties abided by the terms of the management agreement.
6. During the approximate 10 year period CMS provided professional services for Cottonwood, I had a good and professional relationship with the Board of Directors. At no point in time have I received notice from the Board Members of Cottonwood that CMS has breached its management agreement or has violated any fiduciary duties owed to the HOA.
7. As an example of CMS' accomplishments at Cottonwood, when CMS commenced management Cottonwood, assessments were in arrears by approximately \$80,000 to \$90,000. Through CMS' efforts, assessments were brought current and various improvements were made to the property.
8. On July 1, 2017, Performance CAM took over management of Cottonwood and all files and documentations were turned over to that company, including management contracts that are sought by the instant investigation. Pursuant to Article IV, Section 5 of the management agreement these records are the property of Cottonwood and CMS was obligated to turn them over.

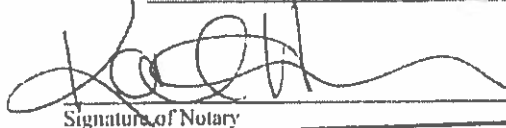
9. On January 7, 2016, Cottonwood received a pre-audit notification from the Commission regarding Reserve funding and an annual registration form. (Exhibit B, hereto.)
 10. My recollection was that this matter was referred to my staff for purposes of a response to the Real Estate Division ("RED.") Neither I nor CMS received further communication from the RED for approximately one year. After approximately one year, CMS started to receive notifications from the RED of a completely different nature / investigation. Specifically, commencing in December of 2016 communications from the RED primarily concerned the existence of and requested copies of management contracts.
 11. On 12/5/16 and 1/19/17 requests from the RED informed CMS of a confidential complaint and requested different information than was requested a year earlier. (To date, I have never received a copy of this alleged complaint) Specifically, signed contracts for years 2014-16, bids, invoices and insurance policies were requested. After these initial dates, further notices only concerned requests for management contracts.
 12. In or about April, May, July, August and December of 2017, I received further communication from the RED requesting copies of CMS' contracts with Cottonwood for the period of 2014, 2015 and 2016.
 13. While I do acknowledge that there were multiple requests from the RED for management contracts, in my defense I did inform the RED on 4/1/17 that these contracts were missing. (See, Exhibits C hereto.)
 14. For all time period since the commencement of management services by CMS for Cottonwood there has been a valid and enforceable management contract in place. I have been able to locate the contract dated May 6, 2013 which is attached hereto as Exhibit D.
 15. In or about January of 2018 I received further communication from the RED alleging various violations of the NRS and NAC for Common Interest Communities and Condominium Hotels pursuant to NRS 116A.400(3).
 16. I have at all times denied and continue to deny any and all such violations and have done my best to cooperate with the RED.
 17. Specifically, in 1/28/18 and 2/27/18 communications from the RED it was claimed that I / CMS signed "259 checks for disbursements totaling \$371,966 from the Associations operating account between the years 2014 and 2016 without being authorized to do so." At all times during the management of Cottonwood I did sign checks and was authorized to do so. Importantly, all checks required two signatures. Any check I would have signed would also bear the signature of a Board Member. (See, e.g., Exhibit E, hereto, Cottonwood ledger acknowledging two signatures on checks.) I do not recall ever receiving any complaints from Board Members of Cottonwood that I signed checks without authorization.
 18. The 2/27/18 communication from the RED also alleged that I did not have a signed managing contract with the Association for the years 2014, 2015 and 2016. This is not true. I would not and did not provide professional management services for a Home Owner's Association without a written contract. (See, Exhibit A and D.) A similar correspondence was received from the RED on 3/7/18.
- (Continued...)

(Use additional pages if necessary)

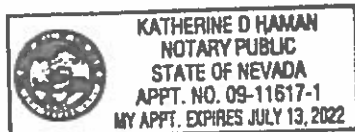
I have read the foregoing affidavit consisting of ____ pages, and it is true and correct to the best of my knowledge and belief.

I AGREE THAT IF REQUESTED BY THE NEVADA REAL ESTATE DIVISION, I WILL VOLUNTARILY APPEAR AS A WITNESS IN ANY PROCEEDING RELATING TO THE ABOVE MATTER WITHOUT THE NECESSITY OF BEING SERVED WITH A SUBPOENA.


Subscribed before me this 13th day of December, 2018 in the County of Clark State of Nevada



Signature of Notary



09/25/09


 Signature _____
 Name SHEHRYL BACA
 Address 3095 EAST RUSSELL ROAD
LAS VEGAS NV 89120
 City State Zip
 Area Code 702 Phone 855 0455

Affidavit of Sherryl Baca - Continued

19. On 4/6/18 I received further communication from the RED, this one concerning a single check I had allegedly signed without authorization and that CMS did not have a clause in its management agreement authorizing CMS to sign checks. I have no knowledge why the allegation dropped from 259 checks to one check. I deny ever signing checks without authorization to do so. Authority for CMS to pay expenses and sign checks is contained at Article III of the management agreement. (Exhibit A & D, hereto.)

20. On 4/30/18, 5/8/18 and 5/16/18 I received further communication from the RED claiming I had failed to cooperate with the Division's investigation by failing to provide community management contracts for years 2004 through 2013. No contracts existed for years 2004-05 as CMS did not manage the property during this time. The 2006 contract is attached hereto as Exhibit A. Contracts after year 2006 are likely with Cottonwood or Performance CAM.

21. I have undertaken a diligent and good faith search for all management contracts between CMS and Cottonwood and have produced what I have been able to locate. (Exhibit A & D) All contracts would be the property of Cottonwood and should still be in their possession or with Performance CAM. The management contract would not have varied greatly from agreements that were in place before years 2014-16 as I do not recall the terms altering significantly during the last three years of CMS' management of the property.

22. At no time during CMS' 10 year management of the subject property (Cottonwood) do I recall and material breaches of management duties or fiduciary duties owed to Cottonwood. Had there been any such material breaches, CMS would not have managed that property for ten (10) years.

23. Additional documentation that I can provide at this time demonstrating CMS' proper and effective management at Cottonwood are minutes and documents as follows:

- a. Minutes dated 5/6/13, wherein I was present at the Board meeting. At this meeting financial were reviewed and approved by the Board. No criticisms or claims of impropriety were raised at this time as against CMS. (Exhibit F, hereto.)
- b. Minutes dated 1/28/14, wherein I was present at the Board meeting. At this meeting financial were reviewed and approved by the Board. No criticisms or claims of impropriety were raised at this time as against CMS. (Exhibit G, hereto.)

- c. Minutes dated 4/9/14, wherein I was present at the Board meeting. At this meeting financial were reviewed and approved by the Board. No criticisms or claims of impropriety were raised at this time as against CMS. (Exhibit H, hereto.)
- d. Minutes dated 7/14/14, wherein I was present at the Board meeting. At this meeting financial were reviewed and approved by the Board. No criticisms or claims of impropriety were raised at this time as against CMS. (Exhibit I, hereto.)
- e. Minutes dated 10/30/14, wherein I was present at the Board meeting. At this meeting financial were reviewed and approved by the Board. No criticisms or claims of impropriety were raised at this time as against CMS. (Exhibit J, hereto.)
- f. Letter of Representation re financial audit, dated 7/16/14 by CPA Brainbridge, Little & Company. No criticisms or claims of impropriety were identified in this audit. (Exhibit K, hereto.)
- g. 6/5/17 audit report by Kondler & Associates of Cottonwood's 2014 financials. No major criticisms or claims of impropriety were identified in this audit. (See, Exhibit L, hereto.)

EXHIBIT A

EXHIBIT A

**Community Management &
Sales**

Management Agreement

for

**Cottonwood Homeowner's
Association**

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Community Management & Sales

5631 South Pecos Rd, Las Vegas, NV 89120
Office (702) 855-0455 Fax (702) 855-0459

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this 1st day of *November, 2006*, by and between *Cottonwood Community Association* hereinafter referred to as "Association", a Nevada non-profit corporation, and Community Management & Sales, Professional Association Management and Consultants, hereinafter referred to as "Agent".

RECITALS

- A. Pursuant to Nevada Law the Declaration of Covenants, Conditions and Restrictions (CC&R's), sometimes referred to as Declaration of Restrictions, the Board of Directors of the Association has been granted the power and authority to contract for all services and maintenance functions on behalf of the Association.

ARTICLE I

MANAGEMENT STANDARDS

SECTION 1. SCOPE OF AGENT'S DUTIES

Agent shall provide counselling and advice to Association Board of Directors and its committees in accordance with generally accepted industry standards in the area of Association Management. The Association retains the primary responsibility of enforcing the provisions of its CC&R's; Articles of Incorporation; By-Laws; Rules and Regulations and Contracts. Agent shall undertake reasonable efforts to implement the Association's decisions subject to the compensation schedule set forth in this written Agreement. However, Agent shall not be obligated to implement any decision (i) which is contrary to industry standards, applicable law or governing document; (ii) in which Agent has no expertise, knowledge or licenses; or (iii) which would involve transactions or services which are not expressed in Association, Agent shall be expected to perform such other acts and deeds which may include the hiring of professionals at the Association's expense, as are only reasonable, necessary and proper in the discharge of its duties under this Agreement. Notwithstanding the foregoing, the Agent shall not incur an expense in excess of \$500.00 without approval of the Board. Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the services outlined in the Agreement in the name of and on behalf of the Association, and the Association, hereby gives the Agent the authority and powers required to perform these services as approved by a majority of the Board of Directors.

SECTION 2. RELATION OF THE PARTIES

In taking any action within the scope of the authority granted by the Agreement, Agent will be acting only as the appointed agent and representative of the Association, and nothing in the Agreement as amended hereby shall be construed as creating a tenancy partnership, limited partnership, joint venture, or any other relationship between the parties hereto, except that of principal and agent. All debts and liabilities incurred by Agent within the scope of the authority granted and permitted in the Agreement as amended hereby in the course of its management shall be the debts and liabilities of Association only, and Agent shall not be liable therefore for its own account, except as specifically stated to the contrary in the Agreement.

SECTION 3. BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints _____ as alternative should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

SECTION 4. NO DUTY TO SUPERVISE INTERIOR OF DWELLINGS

Unless otherwise agreed to, Agent shall have no duty to supervise, manage or service the interior of the dwellings.

Agent shall assist the Board in enforcing the Rules and Regulations; however, Agent shall not be required to govern the acts of the residents, guests or any other persons with the exception of Agent's employees.

SECTION 5. AUTHORITY TO ACT IN NAME OF AGENT

Agent shall have the authority to act in Agent's name or in the name of the Association to perform activities, service or management within the scope of this Agreement.

ARTICLE II

ADMINISTRATION DUTIES

SECTION 1. INITIAL SET-UP

Agent shall organize the records and documents it receives from Association or its prior management, in accordance with Agent's normal procedures. Association agrees to pay Agent a one-time set-up fee of \$250.00.

SECTION 2. INITIAL INTERNAL AUDIT

Association agrees to have an independent Certified Public Accountant perform an incoming audit of the Association's financial records. Failure to perform this audit shall render the Agreement null and void at the option of the Agent. Can be waived by unanimous consent of Board.

SECTION 3. ACCURACY OF FINANCIAL INFORMATION

It is understood that the accuracy of financial information supplied to the Agent is the sole responsibility of the Association. Agent shall not be held responsible for the production of inaccurate financial statements, homeowner records and billings, or any other financial reports if the financial data submitted by the Association is inaccurate, the Association agrees to be responsible for any costs, expenses, and attorney's fees incurred in an independent financial review for the purpose of correcting financial data.

SECTION 4. AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any other individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them. Agent shall have no duty to investigate any prior acts or omissions of any previous Board or management company.

SECTION 5. ASSOCIATION MEETINGS

Agent shall attend the Annual Election Meeting of the Association and a maximum of six (6) Board of Director meetings per annum. Agent shall be in attendance for not more than two (2) hours at each meeting. Additional meeting time shall be billed according to Attachment A.

SECTION 6. EMERGENCY SERVICE

Agent shall provide a 24-hour answering service outside regular business hours for the purpose of handling emergencies in common areas of the Association. Significant problems, complaints or requests of a serious nature shall be reported to the Association's Board as soon as reasonably practical with appropriate recommendations or for the purpose of receiving further instructions.

SECTION 7. BIDS AND QUOTATIONS

Agent shall assist the Association with third parties which provide such goods, materials and services to the Association by recommending the engagement of, and assisting in the monitoring of, the third parties, as per acceptable industry standards. Agent's sole and only purpose is to acquire information about the experience and qualifications of the third parties as it is supplied to Agent by the third parties. Agent shall not be obligated to present more than three (3) third party bids for each kind of goods, materials and services to the Association.

SECTION 8. MANAGEMENT REPORT

Agent shall prepare a report containing the following information:

- A. A description and summary of action items completed since the last regular meeting;
- B. Copies of pertinent correspondence from homeowners;
- C. Periodic reports from vendors or contractors providing services to the Association;
- D. Bids;
- E. A statement of receipts and disbursements for the preceding accounting period;
- F. Periodic walk-through information; and
- G. Minutes of meeting.

SECTION 9. ACCOUNT SIGNATORIES

The withdrawal of funds from the Association's savings account or certificate(s) of deposit shall require the signatures of at least two (2) Board members.

SECTION 10. HOMEOWNER COMMUNICATIONS

Agent shall review, record and dispatch service requests received from owners or residents. Agent shall provide a central communications office and mailing address for receiving and processing complaints.

SECTION 11. CORRESPONDENCE

As directed by the Board of Directors, agent shall prepare written correspondence for and limited to the following:

- A. Violations of CC&R's communications to owners and residents;
- B. Responses to individual homeowners and/or their agents; Association vendors; and official agencies inquiries or requests;
- C. Minutes of the regular meetings prepared by Agent or the Board;
- D. Newsletter as prepared by the Board or committee.

Any correspondence, statement, notice or communication not falling within A through D above shall be an additional expense.

SECTION 12. HOMEOWNER AND RESIDENT MAILINGS

Agent shall coordinate mailings to homeowners and residents. Any printing, postage, copying, packaging, stuffing or special handling shall be an additional expense borne by the Association per Attachment A.

SECTION 13. CHECK WRITING

Agent shall prepare and distribute checks on behalf of the Association within the parameters set forth in this Agreement. Individual Board members who make expenditures on behalf of the Association shall be reimbursed by Agent from Association funds only upon direction of the Board.

ARTICLE III

FINANCIAL DUTIES

SECTION 1. COLLECTIONS

Agent shall use its best efforts to collect all general and special assessments as they become due and payable from the unit owners.

SECTION 2. MONTHLY FINANCIAL STATEMENTS AND COLLECTIONS STATUS REPORT

Agent shall furnish the Board with an itemized list of all delinquent accounts in its monthly status report. In addition, Agent shall provide the Association with a financial report containing information about the Association's receivables, disbursements, net cash gain or loss and cash on hand.

SECTION 3. USE OF ATTORNEYS

Agent is authorized to pay costs from the Association's bank account(s) for all costs and attorney's fees incurred in the collection of the Association's receivables. Agent shall have the authority to utilize attorneys and/or collection agencies in the pursuit of delinquent Association dues according to established procedures approved by the Board. Association agrees to hold Agent free and harmless from any and all costs, expenses and attorney's fees

Incurred by it in the collection of delinquent accounts and further agree to indemnify and pay Agent for the same attorney's fees as a result of incorrect information supplied to or maintained by Agent.

SECTION 4. DEPOSITS

Agent shall establish and maintain, in a bank or savings institution whose deposits are insured by the Federal Deposit Insurance Corporation or equivalent, a separate account in the name of the Association for all deposits.

SECTION 5. DISBURSEMENTS

Agent shall make all disbursements from assessment fees collected for normal recurring expenses as provided in the budget, which shall be approved in advance annually by the Board. Agent shall prepare, sign and mail checks in the payment of utilities, taxes, insurance premiums, contract fees, minor repairs, supplies and other regularly recurring expenses from the Association's funds. Alterations, major repairs and other purchases not approved in the Agreement will be paid by Agent from (Association) funds only after approval by the Board of Directors. All other non-budget expenditures shall be made only with the approval of the Board except in cases of emergency requiring prompt action to avoid further loss or damage.

SECTION 6. EMERGENCY DISBURSEMENTS

In the event of an emergency, Agent shall, if at all possible, confer with the Board regarding such expenditures. Should such communication not be possible, Agent is authorized to incur liability up to \$500.00 per emergency repair.

SECTION 7. ACCOUNTING

Agent agrees to keep accurate, complete and separate records in accordance with accepted accounting standards and procedures, showing income and expenditures in connection with the operation of the property. At the direction of the Board, Agent shall distribute at the Association's expense, an annual financial report to all owners.

SECTION 8. BUDGET PREPARATION

The budget shall serve as the supporting document for the schedule of assessments of the unit owners for the ensuing fiscal year. The budget shall also constitute the major control, under which Agent shall operate, and there shall be no substantial deviations there from, excluding such expenses previously delineated elsewhere in this Agreement or as may be approved by the Board. If requested by the Board, Agent shall provide assistance in the preparation of the coming year's annual operating budget. In so doing, Agent shall prepare an annual budget and transmit it to the Board for consideration and approval. The decision to adopt Agent's proposed budget shall be reserved to and exercised by the Board.

SECTION 9. RESERVE ACCOUNTS

Agent shall establish the Association's reserve accounts at the bank or savings institute of Agent's choice unless specified differently by the Board. Any such reserve deposits are to be held in trust at a federally insured financial institution in the name of the Association. Agent will not be a signatory on the reserve accounts. The reserve account will require the countersignatures of two (2) Board members, or one (1) Board Member and one (1) officer who is not a Board Member.

ARTICLES IV

RECORD RETENTION DUTIES

SECTION 1. RECORDS RETAINED

Agent shall maintain documents and complete files for all correspondence relating to the Association. The Association's current fiscal year shall be kept at Agent's office. Such records shall be open for inspection during Agent's normal business hours.

SECTION 2. OWNER'S RIGHT TO INSPECT BOOKS

An owner shall have the right at any reasonable time, with reasonable notice, through its representatives or in person, to inspect any record held by Agent for the Association which may verify the financial or monthly reports, including but not limited to, all checks, bills, vouchers, statements, cash receipts, correspondence, cash disbursements and all other records in connection with an owner's inspection of the books and records.

Notwithstanding the foregoing, an owner is not authorized to review any of the following documents without the express written consent of the Board of Directors:

- A. Records relating to another owner.
- B. Personnel records of the employees of the Association, except for those records relating to the number of hours worked and salaries and benefits of those employees.
- C. A contract between the Association and its Attorney.
- D. Any documents that are protected by the Attorney-Client privilege.
- E. Minutes of the Executive Sessions of the Board of Directors.
- F. Any documents that are otherwise deemed to be confidential by the Association's Board of Directors, and consistent with Nevada Law.

SECTION 3. COPYING COSTS

Agent shall be entitled to charge and receive copying costs, as set forth in Attachment A, from anyone requesting copies of documents before making such copies. Agent shall also be entitled to reasonable prior notice of a request to inspect or copy Association records.

SECTION 4. MEMBERSHIP LIST AND TRANSFER OF OWNERSHIP

Agent shall maintain a current unit owners list in accordance with the information supplied to Agent. Agent shall use reasonable efforts to keep this list current. Agent shall not be obligated to discover transfers of ownership that are not reported directly to Agent. Agent shall record and maintain changes of ownership upon receipt of advice from owners, with supporting documentation. Such transfers of ownership shall be processed at an additional fee.

SECTION 5. DURATION OF DUTY

All records and correspondence regarding the Association are, and will remain, the sole property of the Association. Upon termination of the Agreement, Agent agrees to return any and all designated by the Board of the Association. Such records shall be picked up at the Agent's office. Agent shall be entitled to make a copy of all such records and correspondence at Agent's expense.

ARTICLE V

TERMS OF AGREEMENT

SECTION 1. INITIAL TERM OF AGREEMENT

This Agreement shall commence on November 1, 2006, and continue in effect until October 31, 2007 following which it shall automatically renew for one (1) year periods, unless either party notifies the other of its intent to terminate the contract at least thirty (30) days before the end of the one (1) year term.

SECTION 2. TERMINATION WITHOUT CAUSE

This Agreement is terminate without cause or payment of a termination fee upon ninety (90) days written notice and with cause subject to Section 3 of this Article, upon ninety (90) days written notice. Notice shall be delivered either personally or by certified mail.

SECTION 3. TERMINATION WITH CAUSE

It is agreed that, as a condition precedent to terminating this Agreement with cause, except in cases of a serious breach in fiduciary duty or duty of loyalty towards the Association, the Association shall give Agent written notice of any alleged breach of the Agreement on the part of the managing agent and sixty (60) days opportunity to cure.

ARTICLE VI

COMPENSATION TO AGENT

In consideration of this Agreement, the Association agrees to compensate Agent as follows:

SECTION 1. COMPENSATION SCHEDULE

Agent shall be paid a monthly fee of \$12.00 per unit based on 130 units. Association understands and agrees that the base monthly fee does not include payment and reimbursement for services as outlined in Attachment A. The

President, Treasurer or appointed Board member shall have the power to authorize Agent to perform extra services as outlined in Attachment A. Agent shall submit a separate bill for any extra services.

SECTION 2. COSTS ADJUSTMENTS

At the end of one (1) year from commencement of this Agreement, and upon each successive renewal, Agent shall have the right to adjust it's monthly management fee and additions to the Agreement as outlined in Attachment A. Association shall have thirty (30) days to accept the proposed adjustments. If, after thirty (30) days, the Association fails to accept the proposed adjustment, Agent, at it's option, may terminate said agreement or continue under the existing terms and conditions.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

SECTION 1. ASSOCIATION INSURANCE

The Association shall maintain a comprehensive general liability policy in accordance with it's legal documents. Upon commencement of this Agreement, the Association shall furnish Agent with a copy of all insurance policies then in effect.

SECTION 2. INDEMNIFICATION

The Association shall indemnify and hold Agent and it's employees, agents, officers and directors harmless from liability for any and all claims, costs, suits and damage including attorney's fees arising directly or indirectly out of or in connection with the management and operation of Property and from liability for injuries suffered by any person relating to the Property; provided, however, the Association's duty to indemnify shall not extend to any acts of Agent constituting gross negligence or willful misconduct. The agreement to indemnify Agent relates to any acts or omissions, statements or representations made by Agent in the performance and/or non-performance of Agent's duties and relating to all contractual liabilities which may be alleged or imposed against Agent.

SECTION 3. AGENT'S RIGHT OF INDEMNITY AND REIMBURSEMENT IN LITIGATION

- A. The Association shall indemnify, defend and save Agent harmless from any and all suits or proceedings, including, but not limited to Agent's management, landscaping, financial, administrative and janitorial duties pertaining to any and all litigation in which the Association is a party. The Association acknowledges that Agent has had no role whatsoever in connection with the design, construction, development, manufacture, selection, treatment or installation of any of the improvements in the units or common areas of the Association including, but not limited to soils, drainage, asphalt, concrete, heating systems, buildings, patios, roof and flashing systems, windows, support beams, walls, plumbing, structural members, electrical wiring, conduits, lighting, ventilation systems, soundproofing systems or aesthetic improvements within the Association. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorney's fees, costs and expenses incurred should Agent be named a party in any litigation to which the Association is a party.
- B. The parties acknowledge that Agent has certain record retention duties as outlined in Article IV above. Should Agent be called upon or required to produce any records or documentation of Agent or Association in connection with any litigation in which such litigation, Association, in addition to paying all expenses shall also pay for Agent's services in connection with records and document production at the rate of \$50.00 per hour.
- C. Should any personnel of Agent be required to attend any court proceeding in connection with any litigation to which the Association is a party, Association shall pay Agent for any and all travel time, at the rate of \$75.00 per hour.

SECTION 4. INDEMNIFICATION AND REIMBURSEMENT SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insurance or to defend, reimburse or indemnify Agent shall survive termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. RIGHTS CUMULATIVE, NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now and hereafter legally existing upon the occurrence of any event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed by those parties.

SECTION 2. APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Nevada. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by personal delivery or certified return-receipt requested United States mail to the Association.

SECTION 3. DELIVERY OF NOTICES

Notices of other communications between the parties of this Agreement may be mailed by United States registered or certified return-receipt requested mail, postage pre-paid, and may be deposited in a United States Post Office or depository regularly maintained by the Post Office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

SECTION 4. ENTIRE AGREEMENT

It is specifically agreed by both parties to this Agreement that the entire Agreement is contained in this written Agreement and Attachment A.

SECTION 5. MODIFICATION OF AGREEMENT

This Agreement may be modified only by written agreement of the parties. Any oral agreements are expressly invalid.

SECTION 6. ATTORNEY'S FEES

In the event that either the Association or the Agent institutes suit in court against the other party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover its attorney's fees in reasonable amounts, which shall be determined by the court and included in the judgment of said suit.

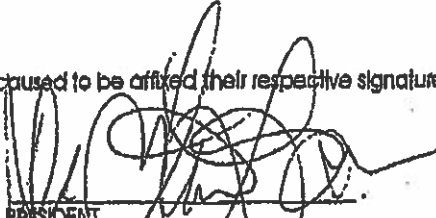
SECTION 7. EFFECTIVE DATE OF AGREEMENT

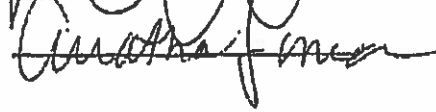
Even though the date of this Agreement is signed by each party may be different, the parties agree that this Agreement shall be effective as of the date set forth in Article V, Section 1, of this Agreement.

SECTION 8. CAPTIONS

Titles of section headings of this Agreement are included solely for the convenience or reference of the parties thereto and are not to be construed or deemed a part of this Agreement, nor are they intended to be a full or accurate description of the contents hereof.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 1st day of November, 2006.

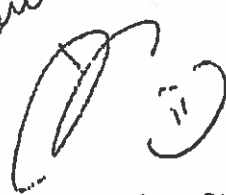


PRESIDENT


COMMUNITY MANAGEMENT & SALES

BY: 

WE'RE LOOKING FORWARD TO WORKING
WITH YOUR COMPANY & MAKING A DIFFERENCE
IN OUR COMMUNITY.

Thanks!


COTTONWOOD ON
ALEXANDER _____

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 1st day of November, 2006.

PRESIDENT

COMMUNITY MANAGEMENT & SALES

BY:



SHERRY BACA

ATTACHMENT A
AGENT COMPENSATION FOR ASSOCIATION MANAGEMENT

- I. For management services rendered pursuant to the Agreement, Association shall pay Agent a monthly fee of \$12.00 per unit based on 130 units. Payment is due within ten (10) business days of the invoice date. Past due amounts shall bear interest at the rate of one and one half percent (1.5%) monthly.
- II. As part of this agreement agent shall attend twelve (12) Board of Directors meetings, two (2) hours per meeting.
- III. Included in this contract is a monthly inspection by agent of all common area and facilities to assure proper maintenance and care is being performed.
- IV. Agent shall obtain professional insurance bids for Association requirements. Handling insurance claims incur a \$40.00 per hour or portion thereof charge to the Association. This charge shall include, but is not limited to, services provided for filing police or fire reports, meetings with adjuster (s) and/or contractor(s) on site, negotiating repairs or replacements, etc.
- V. The overhead expenses of the Agent shall be paid by the Agent. The Agent's overhead expenses shall include the salaries, office expenses, and other expenses of the officers and employees of the Agent who are not engaged exclusively in work at the Property. The salaries of the on-site property staff/personnel, if any, and the Association office and related expenses shall not be included, but shall be paid for by the Association. These Association expenses shall include, but not limited to: postage, copying, ballots, proxies, printing, mass mailings, envelopes, labels, etc. Legal and accounting fees incurred for the direct benefit of the Association shall be paid for by the Association.
- VI. Storage of historical Association data shall be paid to Agent from Association funds at the rate of \$20.00 per month.
- VII. Assistance in legal proceedings for accounts receivable collection shall be at the expense of the Association.
 - a. Pre-lien letter \$25.00 each. Billed directly to the delinquent account(s), not to the Association.
 - b. Court appearance billed at \$75.00 per hour.
- VIII. Actual postage costs are reimbursed to Community Management & Sales.
- IX. Mailings will be done through the Agent's office. The cost of printing and postage shall be borne by the Association.
- X. The creation and/or typing of Association rules and regulations, procedure manuals and special projects produced through word processing shall be charged to the Association at the rate of \$40.00 per hour, to be done only by the Board's request.
- XI. A one (1) time set-up charge for a new association is \$250.00.
- XII. Transfer of unit ownership is a \$200.00 charge, paid by the unit buyer i.e., to answer demand letters, provide legal documents, arrange certificates and change computer billing. Broker and lender requests are \$25.00 per request and \$100.00 for providing CC&R's, By-Laws and Articles of Incorporation.
- XIII. Copies will be charged to the Association at the rate of \$0.15 per copy.
- XIV. Facsimiles will be charged to the Association at the rate of \$0.25 per page.
- XV. Special checks drawn on other than the normal payable days shall be processed at the cost of \$25.00 each, charged to the Association.

- XVI. All 1099 Tax Forms, as required by law, shall be filed at the calendar year end at a cost of \$50.00 each.
- XVII. All payroll records and preparation of payroll checks, Association employee payroll registers, quarterly tax returns, annual W-2's and annual payroll reporting forms shall be prepared and processed by a payroll service. All costs billed by that payroll service for Association related activity shall be paid by the Association.
- XVIII. Research of financial archival information for historical analysis shall be charged at \$50.00 per hour or part thereof.
- XIX. Management of checking and savings accounts for other than normal monthly operation, i.e., special assessment accounting, lawsuit activities and/or lawsuit settlement management/accounting shall be charged at \$50.00 per hour or part thereof, including construction documentation management.
- XX. Emergency service calls, exceeding one (1) hour per month, requiring Agent to visit the Association outside of regular business hours, shall be billed to the Association at the rate of \$75.00 per hour.

Note: Items IV, IX, XIII, XIV, XVI, XVIII, XIX, and XX to be approved by the Board prior to any charges being incurred.

EXHIBIT B

EXHIBIT B

BRIAN SANDOVAL
Governor



BRUCE H. BRESLOW
Director

JOSEPH (JO) DECKER
Administrator

SHARON JACKSON
Ombudsman

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
COMMON-INTEREST COMMUNITIES AND
CONDOMINIUM HOTELS PROGRAM
CICOmbudsman@red.state.nv.us
<http://www.red.state.nv.us>

January 7, 2016

Certified Mail #7012 1010 0000 1181 0399

Gene Jones
President to the Executive Board of Directors
Cottonwood on Alexander Homeowners Association
3681 Moonlit Beach
Las Vegas, NV 89115

Subject: Pre-Audit of Association

Mr. Jones:

A review of the Division's records for the Association indicates the required Reserves are underfunded, \$391.71 delinquent in fees and annual registration form #562 is overdue.

Please respond to the Division by February 8, 2016:

1. A copy of the most recent and approved Reserve Study.
2. Please provide a copy of the 2014 CPA audit.
3. Please provide a copy of the financial balance sheet ending 10/31/15.
4. Please provide a copy of the bank statements for any/all operating and Reserve accounts ending 10/31/15. Please include copies of the front and back of any checks or deductions from the Reserve account.

BRIAN SANDOVAL
Governor



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
COMMON-INTEREST COMMUNITIES AND
CONDOMINIUM HOTELS PROGRAM
CICombudsman@red.state.nv.us
<http://www.red.state.nv.us>

BRUCE H. BRESLOW
Director

JOSEPH (JO) DECKER
Administrator

SHARON JACKSON
Ombudsman

Under Nevada Revised Statutes (NRS) Chapter 116, the Ombudsman's Office assists unit owners, residents, and association board members in understanding their rights and responsibilities under the law. Should you have any questions, you can contact our office at (702) 486-4480.

Respectfully,

A handwritten signature in black ink, appearing to read "Christine Worrell", with a long horizontal line extending to the right.

Christine Worrell
Auditor II

Cc: Ray Delpino, Treasurer and Secretary to the Executive Board, Certified Mail #70121010000011810405;
Bill Dickey Jr. Director to the Executive board, Certified Mail #70121010000011810412;
Sherryl Baca, Community Manager, Certified Mail #70121010000011810429

EXHIBIT C

EXHIBIT C

From: Sherryl Baca [mailto:sherryl.baca@cmslv.com]
Sent: Saturday, April 01, 2017 11:27 AM
To: Felipe Rodriguez <frodriguez@red.nv.gov>
Subject: RE: Case NO. 2016-3125 - Cottonwood on Alexander HOA

Hello Felipe,

I will send this to you next week, I hope. one of my key employees has been terminated and I cannot locate some of the documents that she housed in her office, my contracts being one of those things that are all missing.

I apologize for the lateness of this email, I just remembered about emailing you today and came to the office to look for the contracts.

Sherryl Baca

From: Felipe Rodriguez [mailto:frodriguez@red.nv.gov]
Sent: Friday, March 24, 2017 11:31 AM
To: 'Sherryl Baca'
Subject: Case NO. 2016-3125 - Cottonwood on Alexander HOA

Ms. Baca,

Please provide a copy of your managing contract with this hoa for the years 2014 – 2016. Please provide the requested documents as soon as possible, but not later than March 31, 2017. Thanks.

Sincerely,

Felipe Rodriguez

Investigator – Enforcement Section
Common Interest Communities/Condominium Hotels
Nevada Real Estate Division
3300 W Sahara Avenue, STE 350
Las Vegas, NV 89102-6013
Work: 702.486.4480
Fax: 702.486.4520

We have moved. The Real Estate Division in Las Vegas has relocated. Our new address is: 3300 W. SAHARA AVE., LAS VEGAS, NEVADA 89102
SUITE 350 - REAL ESTATE DIVISION
SUITE 325- OFFICE OF THE OMBUDSMAN FOR COMMON-INTEREST COMMUNITIES
Our telephone number did not change.



Nevada Real Estate Division

Nevada Department of Business and Industry
"Growing business in Nevada"

EXHIBIT D

EXHIBIT D



COMMUNITY
MANAGEMENT & SALES

CONTRACT RENEWAL
FOR

COTTONWOOD ON
ALEXANDER
HOMEOWNERS
ASSOCIATION

MANAGEMENT AGREEMENT INDEX

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Community Management & Sales

5631 South Pecos Rd, Las Vegas, NV 89120

Office (702) 855-0455 Fax (702) 855-0459

Owner/Manager Email: sheryl.baca@cmlsv.com

MANAGEMENT AGREEMENT

THIS AGREEMENT is made this 6th day of May 2013, by and between **Cottonwood on Alexander Homeowners Association** hereafter referred to as "Association", a Nevada non-profit corporation, and Community Management & Sales, a Professional Association Management and Consultants, A Nevada Corporation hereinafter referred to as "Agent".

RECITALS

- A. Pursuant to the Declaration of Covenants, Conditions and Restrictions (CC&R's), sometimes referred to as Declaration of Restrictions, the Board of Directors of the Association has been granted the power and authority to contract for all services and maintenance functions on behalf of the Association.

ARTICLE I

MANAGEMENT STANDARDS

SECTION 1. SCOPE OF AGENT'S DUTIES

Agent shall provide counseling and advice to Association Board of Directors and its committees in accordance with generally accepted industry standards in the area of Association Management. The Association retains the primary responsibility of enforcing the provisions of its CC&R's; Articles of Incorporation; By-Laws; Rules and Regulations and Contracts. Agent shall undertake reasonable efforts to implement the Association's decisions subject to the compensation schedule set forth in this written Agreement. However, Agent shall not be obligated to implement any decision (I) which is contrary to industry standards, applicable law or governing document; (II) in which Agent has no expertise, knowledge or licenses; or (III) which would involve transactions or services which are not expressed in this agreement with the Association, Agent shall be expected to perform such other acts and deeds which may include the hiring of professionals at the Association's expense, as are only reasonable, necessary and proper in the discharge of its duties under this Agreement. Notwithstanding the foregoing, the Agent shall not incur an expense in excess of **\$500.00** without approval of the Board. Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the services outlined in the Agreement in the name of and on behalf of the Association, and the Association, hereby gives the Agent the authority and powers required to perform these services is approved by a majority of the Board of Directors.

SECTION 2. RELATION OF THE PARTIES

In taking any action within the scope of the authority granted by the Agreement, Agent will be acting only as the appointed agent and representative of the Association, and nothing in the Agreement as amended hereby shall be construed as creating a tenancy partnership, limited partnership, joint venture, or any other relationship between the parties hereto, except that of principal and agent. All debts and liabilities incurred by Agent within the scope of the authority granted and permitted in the Agreement as amended hereby in the course of its management shall be the debts and liabilities of Association only, and Agent shall not be liable therefore for its own account, except as specifically stated to the contrary in the Agreement.

SECTION 3. BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints as an alternate, should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

SECTION 4. NO DUTY TO SUPERVISE INTERIOR OF DWELLINGS

Unless otherwise agreed to, Agent shall have no duty to supervise, manage or service the interior of the dwellings. Agent shall assist the Board in enforcing the Rules and Regulations; however, Agent shall not be required to govern the acts of the residents, guests or any other persons with the exception of Agent's employees.

SECTION 5. AUTHORITY TO ACT IN NAME OF AGENT

Agent shall have the authority to act in Agent's name or in the name of the Association to perform activities, service or management with the scope of this Agreement.

ARTICLE II

ADMINISTRATION DUTIES

SECTION 1. INITIAL SET-UP

Agent shall organize the records and documents it receives from Association or its prior management, in accordance with Agent's normal procedures. Association agrees to pay Agent a one-time set-up fee of \$250.00.

SECTION 2. INITIAL INTERNAL AUDIT

Association agrees to have an independent Certified Public Accountant perform an incoming audit of the Association's financial records. Failure to perform this audit shall render the Agreement null and void at the option of the Agent. The audit can be waived by a unanimous consent of Board.

SECTION 3. ACCURACY OF FINANCIAL INFORMATION

It is understood that the accuracy of financial information supplied to the Agent is the sole responsibility of the Association. Agent shall not be held responsible for the production of inaccurate financial statements, homeowner records and billings, or any other financial reports if the financial data provided by the Association is incorrect. The Association agrees to be responsible for any costs, expenses, and attorney's fees incurred in an independent financial review for the purpose of correcting financial data.

SECTION 4. AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any other individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them. Agent shall have no duty to investigate any prior acts or omissions of any previous Board or management company.

SECTION 5. ASSOCIATION MEETINGS

Agent shall attend the Annual Election Meeting of the Association and a maximum of six (6) Board of Director meetings per annum. Agent shall be in attendance for not more than two (2) hours at each meeting. Additional meeting time shall be billed according to Attachment A.

SECTION 6. EMERGENCY SERVICE

Agent shall provide a 24-hour answering service outside regular business hours for the purpose of handling emergencies in common areas of the Association. Significant problems, complaints or requests of a serious nature shall be reported to the Association's Board as soon as reasonably practical with appropriate recommendations or for the purpose of receiving further instructions.

SECTION 7. BIDS AND QUOTATIONS

Agent shall assist the Association with third parties which provide such goods, materials and services to the Association by recommending the engagement of, and assisting in the monitoring of, the third parties, as per acceptable industry standards. Agent's sole and only purpose is to acquire information about the experience and qualifications of the third parties as it is supplied to Agent by the third parties. Agent shall not be obligated to present more than three (3) third party bids for each kind of goods, materials and services to the Association.

SECTION 8. MANAGEMENT REPORT

Agent shall prepare a report containing the following information:

- A. A description and summary of action items completed since the last regular meeting;
- B. Copies of pertinent correspondence from homeowners;
- C. Periodic reports from vendors or contractors providing services to the Association;
- D. Bids;
- E. A statement of receipts and disbursements for the preceding accounting period;
- F. Periodic walk-through information; and
- G. Minutes of meeting.

SECTION 9. ACCOUNT SIGNATORIES

The withdrawal of funds from the Association's operating and savings account or certificate(s) of deposit shall require the signatures of at least two (2) Board members.

SECTION 10. HOMEOWNER COMMUNICATIONS

Agent shall review, record and dispatch service requests received from owners or residents. Agent shall provide a central communications office and mailing address for receiving and processing complaints.

SECTION 11. CORRESPONDENCE

Agent shall prepare written correspondence for and limited to the following:

- A. Violations of CC&R's communications to owners and residents;
- B. Responses to individual homeowners and/or their agents; Association vendors; and official agencies inquiries or requests;
- C. Minutes of the regular meetings prepared by Agent or the Board;
- D. Newsletter as prepared by the Board or committee.

Any correspondence, statement, notice or communication not falling within A through D above shall be an additional expense.

SECTION 12. HOMEOWNER AND RESIDENT MAILINGS

Agent shall coordinate mailings to homeowners and residents. Any printing, postage, copying, packaging, stuffing or special handling shall be an additional expense borne by the Association per Attachment A.

SECTION 13. CHECK WRITING

Agent shall prepare and distribute checks on behalf of the Association within the parameters set forth in this Agreement. Individual Board members who make expenditures on behalf of the Association shall be reimbursed by Agent from Association funds only upon direction of the Board.

ARTICLE III

FINANCIAL DUTIES

SECTION 1. COLLECTIONS

Agent shall use its best efforts to collect all general and special assessments as they become due and payable from the unit owners.

SECTION 2. MONTHLY FINANCIAL STATEMENTS AND COLLECTIONS STATUS REPORT

Agent shall furnish the Board with an itemized list of all delinquent accounts in its monthly status report. In addition, Agent shall provide the Association with a financial report containing information about the Association's receivables, disbursements, net cash gain or loss and cash on hand.

SECTION 3. USE OF ATTORNEYS

Agent is authorized to pay costs from the Association's bank account(s) for all costs and attorney's fees incurred in the collection of the Association's receivables. Agent shall have the authority to utilize attorneys and/or collection agencies in the pursuit of delinquent Association dues according to established procedures approved by the Board. Association agrees to hold Agent free and harmless from any and all costs, expenses and attorney's fees incurred by it in the collection of delinquent accounts and further agree to indemnify and pay Agent for the same attorney's fees as a result of incorrect information supplied to or maintained by Agent.

SECTION 4. DEPOSITS

Agent shall establish and maintain, in a bank or savings institution whose deposits are insured by the Federal Deposit Insurance Corporation or equivalent, a separate account in the name of the Association for all deposits.

SECTION 5. DISBURSEMENTS

Agent shall make all disbursements from assessment fees collected for normal recurring expenses as provided in the budget, which shall be approved in advance annually by the Board. Agent shall prepare and mail checks in the payment of utilities, taxes, insurance premiums, contract fees, minor repairs, supplies and other regularly recurring expenses from the Association's funds. Alterations, major repairs and other purchases not approved in the Agreement will be paid by Agent from (Association) funds only after approval by the President or the Board's alternate designated member(s). All other non-budget expenditures shall be made only with the approval of the Board except in cases of emergency requiring prompt action to avoid further loss or damage.

SECTION 6. EMERGENCY DISBURSEMENTS

In the event of an emergency, Agent shall, if at all possible, confer with the Board regarding such expenditures. Should such communication not be possible, Agent is authorized to incur liability up to \$500.00 per emergency repair.

SECTION 7. ACCOUNTING

Agent agrees to keep accurate, complete and separate records in accordance with accepted accounting standards and procedures, showing income and expenditures in connection with the operation of the property. At the direction of the Board, Agent shall distribute at the Association's expense, an annual financial report to all owners.

SECTION 8. BUDGET PREPARATION

The budget shall serve as the supporting document for the schedule of assessments of the unit owners for the ensuing fiscal year. The budget shall also constitute the major control, under which Agent shall operate, and there shall be no substantial deviations there from, excluding such expenses previously delineated elsewhere in this Agreement or as may be approved by the Board. If requested by the Board, Agent shall provide assistance in the preparation of the coming year's annual operating budget. In so doing, Agent shall prepare an annual budget and transmit it to the Board for consideration and approval. The decision to adopt Agent's proposed budget shall be reserved to and exercised by the Board.

SECTION 9. RESERVE ACCOUNTS

Agent shall establish the Association's reserve accounts at the bank or savings institute of Agent's choice unless specified differently by the Board. Any such reserve deposits are to be held in trust at a federally insured financial institution in the name of the Association. Agent will not be a signatory on the reserve accounts. The account will require the countersignatures of two (2) Board members.

ARTICLES IV

RECORD RETENTION DUTIES

SECTION 1. RECORDS RETAINED

Agent shall maintain documents and complete files for all correspondence relating to the Association. The Association's current fiscal year shall be kept at Agent's office located at 5631 S. Pecos Rd, Las Vegas, NV 89120. Such records shall be open for inspection during Agent's normal business hours.

SECTION 2. OWNER'S RIGHT TO INSPECT BOOKS

An owner shall have the right at any reasonable time, with reasonable notice, through its representatives or in person, to inspect any record held by Agent for the Association which may verify the financial or monthly reports, including but not limited to, all checks, bills, vouchers, statements, cash receipts, correspondence, cash disbursements and all other records in connection with an owner's inspection of the books and records.

SECTION 3. COPYING COSTS

Agent shall be entitled to charge and receive copying costs, as set forth in Attachment A, from anyone requesting copies of documents before making such copies. Agent shall also be entitled to reasonable prior notice of a request to inspect or copy Association records.

SECTION 4. MEMBERSHIP LIST AND TRANSFER OF OWNERSHIP

Agent shall maintain a current unit owners list in accordance with the information supplied to Agent. Agent shall use reasonable efforts to keep this list current. Agent shall not be obligated to discover transfers of ownership that are not reported directly to Agent. Agent shall record and maintain changes of ownership upon receipt of advice from owners, with supporting documentation. Such transfers of ownership shall be processed at an additional fee.

SECTION 5. DURATION OF DUTY

All records and correspondence regarding the Association are, and will remain, the sole property of the Association. Upon termination of the Agreement, Agent agrees to return any and all designated by the Board of the Association. Such records shall be picked up at the Agent's office. Agent shall be entitled to make a copy of all such records and correspondence at Agent's expense.

ARTICLE V

TERM OF AGREEMENT

SECTION 1. INITIAL TERM OF AGREEMENT

This Agreement shall commence on the 1st day of July, 2013 and continue in effect until the 30th day of June 2014, following which it shall be up for renewal by the Board of Directors.

SECTION 2. TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause or payment of a termination fee upon ninety (90) days written notice and with cause subject to Section 3 of this Article, upon ninety (90) days written notice. Notice shall be delivered either personally or by certified mail.

SECTION 3. TERMINATION WITH CAUSE

It is agreed that, as a condition precedent to terminating this Agreement with cause, except in cases of a serious breach in fiduciary duty or duty of loyalty towards the Association, the Association shall give Agent written notice of any alleged breach of the Agreement on the part of the managing agent and thirty (30) days opportunity to cure.

SECTION 4. Dispute Resolution

Any questions arising out of or relating to this Agreement or the transactions contemplated hereby shall be referred to arbitration strictly in accordance with the terms of this Agreement and the substantive law of the State of Nevada. The parties shall convene at a place mutually acceptable in the State of Nevada and, if the place cannot be agreed upon, the arbitration shall be conducted in Reno. The parties hereto agree to accept the decision of the board of arbitrator, and judgment upon any award rendered hereunder may be entered in any court having jurisdiction thereof. Neither party shall institute a proceeding hereunder until that party has furnished to the other party, by registered mail, at least thirty (30) days prior written notice of its intent to do so.

ARTICLE VI

COMPENSATION TO AGENT

In consideration of this Agreement, the Association agrees to compensate Agent as follows:

SECTION 1. COMPENSATION SCHEDULE

Association understands and agrees that the fee is \$14.00 per door. The total number of units in this association is 130 units. The President, Treasurer or appointed Board member shall have the power to authorize Agent to perform extra services as outlined in Attachment A. Agent shall submit a separate bill for any extra services.

SECTION 2. COSTS ADJUSTMENTS

At the end of one (1) year from commencement of this Agreement, and upon each successive renewal, Agent shall have the right to adjust its monthly management fee and additions to the Agreement as outlined in Attachment A. Association shall have thirty (30) days to accept the proposed adjustments. If, after thirty (30) days, the Association fails to accept the proposed adjustment, Agent, at its option, may terminate said agreement or continue under the existing terms and conditions.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

SECTION 1. ASSOCIATION INSURANCE

The Association shall maintain a comprehensive general liability policy in accordance with its legal documents. Upon commencement of this Agreement, the Association shall furnish Agent with a copy of all insurance policies then in effect.

SECTION 2. INDEMNIFICATION

The Association shall indemnify and hold Agent and it's employees, agents, officers and directors harmless from liability for any and all claims, costs, suits and damage including attorney's fees arising directly or indirectly out of or in connection with the management and operation of Property and from liability for injuries suffered by any person relating to the Property; provided, however, the Association's duty to indemnify shall not extend to any acts of Agent constituting gross negligence or willful misconduct. The agreement to indemnify Agent relates to any acts or omissions, statements or representations made by Agent in the performance and/or non-performance of Agent's duties and relating to all contractual liabilities which may be alleged or imposed against Agent.

SECTION 3. AGENT'S RIGHT OF INDEMNITY AND REIMBURSEMENT IN LITIGATION

- A. The Association shall indemnify, defend and save Agent harmless from any and all suits or proceedings, including, but not limited to Agent's management, landscaping, financial, administrative and janitorial duties pertaining to any and all litigation in which the Association is a party. The Association acknowledges that Agent has had no role whatsoever in connection with the design, construction, development, manufacture, selection, treatment or installation of any of the improvements in the units or common areas of the Association including, but not limited to soils, drainage, asphalt, concrete, heating systems, buildings, patios, roof and flashing systems, windows, support beams, walls, plumbing, structural members, electrical wiring, conduits, lighting, ventilation systems, soundproofing systems or aesthetic improvements within the Association. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorney's fees, costs and expenses incurred should Agent be named a party in any litigation to which the Association is a party.
- B. The parties acknowledge that Agent has certain record retention duties as outlined in Article IV above. Should Agent be called upon or required to produce any records or documentation of Agent or Association in connection with any litigation in which such litigation, Association, in addition to paying all expenses shall also pay for Agent's services in connection with records and document production at the rate of \$50.00 per hour.
- C. Should any personnel of Agent be required to attend any court proceeding or Deposition in connection with any litigation to which the Association is a party, Association shall pay Agent for any and all appearance times including travel time, at the rate of \$75.00 per hour.

SECTION 4. INDEMNIFICATION AND REIMBURSEMENT SURVIVES TERMINATION

All representatives and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association have insurance or to defend, reimburse or indemnify Agent shall survive termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

SECTION 5. Errors & Omissions

Agent shall maintain insurance covering liability for omissions and professional liability to compensate for losses actionable pursuant to NRS 116A in an amount of \$1, 000,000.00

SECTION 6. Fidelity Bond Association

Agent shall maintain fidelity bond coverage.

SECTION 7. Directors & Officers

Association will maintain Directors and Officers liability coverage for the executive Board.

SECTION 8. Additional Insured

Agent shall be named as an additional insured on all allowable policies of the Association. The Association on each of its insurance policies covering property and personal injury shall obtain waivers of subrogation against Agent from Association insurers. Association agrees that it will not make any claim against or seek to recover from Agent for any loss or damage to property or to the Association, which is covered by such insurance.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. RIGHTS CUMULATIVE, NO WAIVER

No right or remedy herein conferred upon or reserved to either if the parties to this Agreement is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now and hereafter legally existing upon the occurrence of any event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed by those parties.

SECTION 2. APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Nevada. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by personal delivery or certified return-receipt requested United States mail to the Association.

SECTION 3. DELIVERY OF NOTICES

Notices of other communications between the parties of this Agreement may be mailed by United States registered or certified return-receipt requested mail, postage pre-paid, and may be deposited in a United States Post Office or depository regularly maintained by the Post Office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided herein.

SECTION 4. ENTIRE AGREEMENT

It is specifically agreed by both parties to this Agreement that the entire Agreement is contained in this written Agreement and Attachment A.

SECTION 5. MODIFICATION OF AGREEMENT

This Agreement may be modified only by written agreement of the parties. Any oral agreements are expressly invalid.

SECTION 6. ATTORNEY'S FEES

In the event that either the Association or the Agent institutes suit in court against the other party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover its attorney's fees in reasonable amounts, which shall be determined by the court and included in the judgment of said suit.

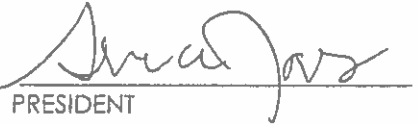
SECTION 7. EFFECTIVE DATE OF AGREEMENT

Even though the date of this Agreement is signed by each party may be different, the parties agree that this Agreement shall be effective as of the date set forth in Article V, Section 1, of this Agreement.

SECTION 8. CAPTIONS

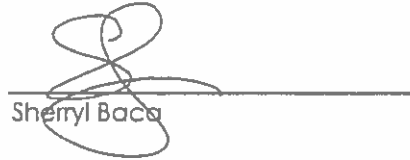
Titles of section headings of this Agreement are included solely for the convenience or reference of the parties thereto and are not to be construed or deemed a part of this Agreement, nor are they intended to be a full or accurate description of the contents hereof.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 6th day of May 2013.


PRESIDENT



COMMUNITY MANAGEMENT & SALES


Sheryl Baca

ATTACHMENT A
AGENT COMPENSATION FOR ASSOCIATION MANAGEMENT

- I. For management services rendered pursuant to the Agreement, Association shall pay Agent **\$14.00** per door. There are 130 units in this association. Payment is due within ten (10) business days of the invoice date. Past due amounts shall bear interest at the rate of one and one half percent (1.5%) monthly.
- II. As part of this agreement agent shall attend six (6) Board of Directors meetings, two (2) hours per meeting.
- III. Included in this contract is a monthly inspection by agent of all common area and facilities to assure proper maintenance and care is being performed.
- IV. Agent shall obtain professional insurance bids for Association requirements. Handling insurance claims incur a **\$40.00** per hour or portion thereof charge to the Association. This charge shall include, but is not limited to, services provided for filing police or fire reports, meetings with adjuster (s) and/or contractor(s) on site, negotiating repairs or replacements, etc.
- V. The overhead expenses of the Agent shall be paid by the Agent. The Agent's overhead expenses shall include the salaries, office expenses, and other expenses of the officers and employees of the Agent who are not engaged exclusively in work at the Property. The salaries of the on-site property staff/personnel, if any, and the Association office and related expenses shall not be included, but shall be paid for by the Association. These Association expenses shall include, but not limited to: postage, copying, ballots, proxies, printing, mass mailings, envelopes, labels, etc. Legal and accounting fees incurred for the direct benefit of the Association shall be paid for by the Association.
- VI. Storage of historical Association data shall be paid to Agent from Association funds at the rate of **\$20.00** per month.
- VII. Assistance in legal proceedings for accounts receivable collection shall be at the expense of the Association.
 - a. Pre-lien letter **\$75.00** each. Billed directly to the delinquent account(s), not to the Association.
 - b. Court appearance billed at **\$75.00** per hour.
- VIII. Each check returned by a banking institution shall incur a \$35.00 fee. This fee shall be charged to the homeowner and payable to the Agent by the Association per activity.
- IX. Mailings will be done through the Agent's office. The cost of printing and postage shall be borne by the Association.
- X. The creation and/or typing of Association rules and regulations, procedure manuals and special projects produced through word processing shall be charged to the Association at the rate of **\$40.00** per hour.
- XI. A one (1) time set-up charge for a new association is **\$250.00**.
- XII. Agent fees relating to the sale of a property are as follows; Transfer of unit ownership is a **\$300.00** charge, paid by the unit buyer i.e., to answer demand letters, provide legal documents, arrange certificates and change computer billing. Broker and lender requests are **\$25.00** per request and **\$160.00 - \$198.00** for re-sale packages.

- XIII. Copies will be charged to the Association at the rate of **\$0.15** per copy.
- XIV. Facsimiles will be charged to the Association at the rate of **\$0.50** per page.
- XV. Special checks drawn on other than the normal payable days shall be processed at the cost of **\$25.00** each, charged to the Association.
- XVI. All 1099 Tax Forms, as required by law, shall be filed at the calendar year end at a cost of **\$25.00** each.
- XVII. All payroll records and preparation of payroll checks, Association employee payroll registers, quarterly tax returns, annual W-2's and annual payroll reporting forms shall be prepared and processed by a payroll service. All costs billed by that payroll service for Association related activity shall be paid by the Association.
- XVIII. Research of financial archival information for historical analysis shall be charged at **\$50.00** per hour or part thereof.
- XIX. Management of checking and savings accounts for other than normal monthly operation, i.e., special assessment accounting, lawsuit activities and/or lawsuit settlement management/accounting shall be charged at **\$50.00** per hour or part thereof. Including construction documentation management.
- XX. Emergency service calls, exceeding one (1) hour per month, requiring Agent to visit the Association outside of regular business hours, shall be billed to the Association at the rate of **\$75.00** per hour.

Note: Items IV, IX, XIII, XIV, XVI, XVIII, XIX, and XX to be approved by the Board prior to any charges being incurred.

EXHIBIT E

EXHIBIT E

**Cottonwood On Alexander Homeowners Association
Checks signed by S. Baca from Operating Account - Fiscal Year 2014**

MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #	MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #
January	24	\$106.25	Yes		April	51	\$1,820.00	Yes	151
	26	\$2,436.00	Yes			52	\$1,600.00	Yes	28020
	29	\$693.69	Yes			53	\$340.00	Yes	1698/18462
	30	\$85.00	Yes			54	\$4,027.52	Yes	9473/9499
	31	\$106.05	Yes			55	\$574.00	Yes	234618
	32	\$1,176.00	Yes			56	\$332.00	Yes	
	33	\$62.11	Yes			57	\$575.00	Yes	234712
	34	\$1,820.00	Yes						
	35	\$332.00	Yes		APRIL TOTAL		\$8,693.52		
	37	\$1,600.00	Yes	27514					
	41	\$4,515.60	Yes	28029	June	65	\$120.00	Yes	12774
						66	\$1,750.00	Yes	2879/28968
JANUARY TOTAL		\$12,932.70				68	\$575.00	Yes	234810
February	36	\$1,176.00	Yes			69	\$1,948.80	Yes	19574-1
	38	\$575.00	Yes	234440		70	\$332.00	Yes	
	39	\$1,820.00	Yes	149	JUNE TOTAL		\$4,725.80		
	40	\$100.62	Yes	122-11					
	43	\$332.00	Yes		July	78	\$332.00	Yes	
						79	\$1,600.00	Yes	29124
FEBRUARY TOTAL		\$4,003.62				80	\$2,565.92	Yes	9627
March	42	\$429.44	Yes	122-12		81	\$575.00	Yes	234917
	44	\$579.00	Yes	234521		82	\$1,820.00	Yes	154
	45	\$125.00	Yes	11859		83	\$142.55	Yes	1035-062014
	46	\$1,820.00	Yes	150		84	\$4,872.00	Yes	9649/9650
	47	\$332.00	Yes			86	\$332.00	Yes	
	48	\$1,600.00	Yes			87	\$90.00	Yes	29457
	49	\$85.00	Yes	18264		88	\$3,020.64	Yes	9674
	50	\$177.54	Yes	122-13		89	\$6,360.00	Yes	28070/28156
MARCH TOTAL		\$5,147.98				91	\$826.00	Yes	IND080454
						92	\$26.11	Yes	
						93	\$3,132.76	Yes	19447/19543
YTD SUBTOTAL		\$61,198.60				JULY TOTAL	\$25,694.98		

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND FOUR HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,475.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

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 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
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 Las Vegas, NV 89102

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000012 41124617782002772*

Issued on Monday
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 Las Vegas NV 89102

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 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Issued on Monday
 02/19/98
 Las Vegas NV 89102

ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS

PAY TO THE ORDER OF
 SECURITY MANAGEMENT & CARE
 2000 S. Paradise
 Las Vegas, NV 89102

\$1,775.00

000012 41124617782002772*

Deposited as Remittance 0012 0000 0000 Las Vegas, NV 89100		000000 000000 000000	000000 000000 000000
ONE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS		\$1,175.00	
PAY TO THE ORDER OF 000000 000000 000000 000000 000000 000000 Las Vegas, NV 89100			
@000000 000000 000000 000000			

Deposited as Remittance 0012 0000 0000 Las Vegas, NV 89100		000000 000000 000000	000000 000000 000000
TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS		\$275.00	
PAY TO THE ORDER OF 000000 000000 000000 000000 000000 000000 Las Vegas, NV 89100			
@000000 000000 000000 000000			

Deposited as Remittance 0012 0000 0000 Las Vegas, NV 89100		000000 000000 000000	000000 000000 000000
ONE THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS		\$1,770.00	
PAY TO THE ORDER OF 000000 000000 000000 000000 000000 000000 Las Vegas, NV 89100			
@000000 000000 000000 000000			

Deposited as Remittance 0012 0000 0000 Las Vegas, NV 89100		000000 000000 000000	000000 000000 000000
ONE THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 DOLLARS		\$1,770.00	
PAY TO THE ORDER OF 000000 000000 000000 000000 000000 000000 Las Vegas, NV 89100			
@000000 000000 000000 000000			

Deposited as Remittance 0012 0000 0000 Las Vegas, NV 89100		000000 000000 000000	000000 000000 000000
THREE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS		\$335.00	
PAY TO THE ORDER OF 000000 000000 000000 000000 000000 000000 Las Vegas, NV 89100			
@000000 000000 000000 000000			

42 - \$429.44 - 03/06/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$429.44	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		


49 - \$95.00 - 03/21/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$95.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

44 - \$575.00 - 03/11/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$575.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		


50 - \$177.54 - 03/21/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$177.54	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

45 - \$125.00 - 03/17/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$125.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

46 - \$1,820.00 - 03/21/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$1,820.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

47 - \$352.00 - 03/19/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$352.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

48 - \$1,500.00 - 03/17/2014

Submitted on Account of 829 S Pecos Rd Las Vegas NV 89123	Amount Due \$1,500.00	Payment Method CASH
THIS RECEIPT IS VALID ONLY IF SIGNED BY THE PROPERTY OWNER OR AN AUTHORIZED AGENT.		
For the Office of COUNTRY MANAGEMENT & SALES 400 S Pecos Rd Las Vegas, NV 89123		
COUNCIL# 41126017948021714		

End Office 1234 Main St. Las Vegas, NV 89101		Branch Office 5678 Main St. Las Vegas, NV 89101	
ORDERED BY SECURITY LANDSCAPE & FENCE 1234 Main St. Las Vegas, NV 89101		ORDERED BY SECURITY LANDSCAPE & FENCE 1234 Main St. Las Vegas, NV 89101	
PAY TO THE ORDER OF SECURITY LANDSCAPE & FENCE 1234 Main St. Las Vegas, NV 89101		\$1,000.00	

End Office 1234 Main St. Las Vegas, NV 89101		Branch Office 5678 Main St. Las Vegas, NV 89101	
ORDERED BY STATE SERVICE 1234 Main St. Las Vegas, NV 89101		ORDERED BY STATE SERVICE 1234 Main St. Las Vegas, NV 89101	
PAY TO THE ORDER OF STATE SERVICE 1234 Main St. Las Vegas, NV 89101		\$1,000.00	

End Office 1234 Main St. Las Vegas, NV 89101		Branch Office 5678 Main St. Las Vegas, NV 89101	
ORDERED BY STATE SERVICE 1234 Main St. Las Vegas, NV 89101		ORDERED BY STATE SERVICE 1234 Main St. Las Vegas, NV 89101	
PAY TO THE ORDER OF STATE SERVICE 1234 Main St. Las Vegas, NV 89101		\$1,000.00	

End Office 1234 Main St. Las Vegas, NV 89101		Branch Office 5678 Main St. Las Vegas, NV 89101	
ORDERED BY SECURITY MANAGEMENT & FENCE 1234 Main St. Las Vegas, NV 89101		ORDERED BY SECURITY MANAGEMENT & FENCE 1234 Main St. Las Vegas, NV 89101	
PAY TO THE ORDER OF SECURITY MANAGEMENT & FENCE 1234 Main St. Las Vegas, NV 89101		\$1,000.00	

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
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THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P APR 18 2001

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
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THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
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THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
---	---	--------------------	--------------------	-------------------

THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
---	---	--------------------	--------------------	-------------------

THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
---	---	--------------------	--------------------	-------------------

THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

Collected on Account of 4041 S. Pecos Rd. Las Vegas, NV 89103	Account No. 4041 S. Pecos Rd. Las Vegas, NV 89103	Amount \$100.00	Interest \$0.00	Total \$100.00
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THIS RECEIPT IS VALID ONLY IF SIGNED BY THE ISSUING OFFICE

FOR THE COUNTY OF CLATSOP
BY THE CLERK OF THE COUNTY OF CLATSOP
LAS VEGAS, NV 89103

PO00011P 412140177843012712P

63 - \$617.01 - 06/02/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE HUNDRED SIXTY SEVEN AND 01/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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70 - \$332.00 - 06/19/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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64 - \$201.60 - 06/02/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS TWO HUNDRED ONE AND 60/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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71 - \$163.00 - 06/30/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE HUNDRED SIXTY THREE AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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65 - \$120.00 - 06/16/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE HUNDRED TWENTY AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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72 - \$1,820.00 - 06/27/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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66 - \$1,750.00 - 06/12/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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73 - \$146.31 - 06/27/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE HUNDRED FORTY SIX AND 31/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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68 - \$875.00 - 06/20/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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75 - \$2,163.68 - 06/26/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS TWO THOUSAND ONE HUNDRED SIXTY THREE AND 68/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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69 - \$1,948.90 - 06/11/2014

<p>Delivered to Member 6811 S Pecos Rd. Las Vegas, NV 89139</p> <p>THIS MEMO IS ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 90/100 DOLLARS</p> <p>FOR THE ORDER OF SECURITY MANAGEMENT & SALES 2211 S Pecos Rd. Las Vegas, NV 89139</p> <p><i>David A. Hester</i></p> <p>⑆00001⑆ 4122401778430272⑆</p>	<p>Serial #</p> <p>Check #</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p> <p>Check Date</p> <p>Check Amt</p> <p>Check Type</p> <p>Check No.</p>
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75 - \$332.00 - 07/15/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/15/14	AMOUNT 332.00	MEMORANDUM THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$332.00 THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS

PO00075 41114017784302722P AL-0 25

84 - \$4,872.00 - 07/09/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/09/14	AMOUNT 4872.00	MEMORANDUM FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$4,872.00 FOUR THOUSAND EIGHT HUNDRED SEVENTY TWO AND 00/100 DOLLARS

PO00084 41114017784302722P

78 - \$1,500.00 - 07/14/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/14/14	AMOUNT 1500.00	MEMORANDUM ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$1,500.00 ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

PO00078 41114017784302722P

86 - \$332.00 - 07/15/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/15/14	AMOUNT 332.00	MEMORANDUM THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$332.00 THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS

PO00086 41114017784302722P

80 - \$2,565.92 - 07/09/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/09/14	AMOUNT 2565.92	MEMORANDUM TWO THOUSAND FIVE HUNDRED SIXTY FIVE AND 92/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$2,565.92 TWO THOUSAND FIVE HUNDRED SIXTY FIVE AND 92/100 DOLLARS

PO00080 41114017784302722P

87 - \$90.00 - 07/23/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/23/14	AMOUNT 90.00	MEMORANDUM NINETY AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$90.00 NINETY AND 00/100 DOLLARS

PO00087 41114017784302722P

81 - \$575.00 - 07/10/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/10/14	AMOUNT 575.00	MEMORANDUM FIVE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$575.00 FIVE HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

PO00081 41114017784302722P

88 - \$3,820.64 - 07/17/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/17/14	AMOUNT 3820.64	MEMORANDUM THREE THOUSAND EIGHT HUNDRED TWENTY AND 64/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$3,820.64 THREE THOUSAND EIGHT HUNDRED TWENTY AND 64/100 DOLLARS

PO00088 41114017784302722P

82 - \$1,820.00 - 07/11/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/11/14	AMOUNT 1820.00	MEMORANDUM ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$1,820.00 ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS

PO00082 41114017784302722P AL-0 25

89 - \$6,380.00 - 07/18/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/18/14	AMOUNT 6380.00	MEMORANDUM SIX THOUSAND THREE HUNDRED EIGHTY AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$6,380.00 SIX THOUSAND THREE HUNDRED EIGHTY AND 00/100 DOLLARS

PO00089 41114017784302722P

83 - \$142.55 - 07/11/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/11/14	AMOUNT 142.55	MEMORANDUM ONE HUNDRED FORTY TWO AND 55/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$142.55 ONE HUNDRED FORTY TWO AND 55/100 DOLLARS

PO00083 41114017784302722P AL-0 25

91 - \$826.00 - 07/18/2014

Authorized on Account of 8217 S Pecos Rd. Las Vegas, NV 89123	DATE 07/18/14	AMOUNT 826.00	MEMORANDUM EIGHT HUNDRED TWENTY SIX AND 00/100 DOLLARS
PAY TO THE ORDER OF SECURITY LAMBERTS & POOL 1211 S Pecos Rd., Ste Las Vegas, NV 89123			\$826.00 EIGHT HUNDRED TWENTY SIX AND 00/100 DOLLARS

PO00091 41114017784302722P


10

92 - \$26.11 - 07/18/2014

Subscribed to Share #		SHARE NO.		SHARE PRICE		SHARE VALUE	
2014 0718		1000		0.02611		26.11	
THREE THOUSAND ONE HUNDRED TWENTY TWO AND 11/100 DOLLARS							
PAY TO THE ORDER OF							
BLANCO MEXICO REAL ESTATE							
FUNDING							
LAS VEGAS NV 89135							
FIDUCIARY # 44 8616 1776 80 827 2 1P							

93 - \$3,132.76 - 07/18/2014

Subscribed to Share #		SHARE NO.		SHARE PRICE		SHARE VALUE	
2014 0718		1000		3.13276		3132.76	
THREE THOUSAND ONE HUNDRED TWENTY TWO AND 11/100 DOLLARS							
PAY TO THE ORDER OF							
BLANCO MEXICO REAL ESTATE							
FUNDING							
LAS VEGAS NV 89135							
FIDUCIARY # 44 8616 1776 80 827 2 1P							

Subscribed to ASH & PAPER Ltd. (Incorporated in Canada)		Date of Issue 1/1/2011	Issued by ASH & PAPER
ONE TICKET FOR EXCHANGE AND REDEMPTION		Issued for ASH & PAPER	Issued to ASH & PAPER
THE TICKET IS VALID FOR EXCHANGE AND REDEMPTION ONLY		Issued at ASH & PAPER	Issued in ASH & PAPER
			
POD1087 8128017781011111			

106 - \$198.00 - 09/02/2014

Subscribed to Member	09/02	09/02/14	0000
2014 8 Pmt Fee	0000	09/02/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
198 DOLLARS TWENTY EIGHT AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

114 - \$2,013.76 - 09/23/2014

Subscribed to Member	09/23	09/23/14	0000
2014 8 Pmt Fee	0000	09/23/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
2013 DOLLARS SEVENTY AND FOUR CENTS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

109 - \$1,820.00 - 09/09/2014

Subscribed to Member	09/09	09/09/14	0000
2014 8 Pmt Fee	0000	09/09/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
ONE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

115 - \$4,811.00 - 09/22/2014

Subscribed to Member	09/22	09/22/14	0000
2014 8 Pmt Fee	0000	09/22/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
FOUR THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

110 - \$323.53 - 09/09/2014

Subscribed to Member	09/09	09/09/14	0000
2014 8 Pmt Fee	0000	09/09/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
THREE HUNDRED TWENTY THREE AND 53/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

116 - \$578.00 - 09/24/2014

Subscribed to Member	09/24	09/24/14	0000
2014 8 Pmt Fee	0000	09/24/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
FIVE HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

111 - \$2,695.84 - 09/03/2014

Subscribed to Member	09/03	09/03/14	0000
2014 8 Pmt Fee	0000	09/03/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
TWO THOUSAND SIX HUNDRED NINETY FIVE AND 84/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

112 - \$332.00 - 09/15/2014

Subscribed to Member	09/15	09/15/14	0000
2014 8 Pmt Fee	0000	09/15/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

113 - \$85.00 - 09/25/2014

Subscribed to Member	09/25	09/25/14	0000
2014 8 Pmt Fee	0000	09/25/14	0000
Las Vegas NV 89128			
COTTONWOOD HOMEOWNERS ASSOCIATION			
EIGHTY FIVE AND 00/100 DOLLARS			
FOR THE MONTH OF SEPTEMBER 2014			
BY: JAMES W. HARRIS, PRESIDENT			
FOR THE MONTH OF SEPTEMBER 2014			
FOR THE MONTH OF SEPTEMBER 2014			

117 - \$1,820.00 - 10/03/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	1,820.00
ONE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

123 - \$1,592.89 - 10/20/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	1,592.89
ONE THOUSAND FIVE HUNDRED NINETY AND 89/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

118 - \$209.16 - 10/03/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	209.16
TWO HUNDRED NINE AND 16/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

125 - \$1,625.00 - 10/23/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	1,625.00
ONE THOUSAND SIX HUNDRED TWENTY FIVE AND 00/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

119 - \$1,885.00 - 10/02/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	1,885.00
ONE THOUSAND EIGHT HUNDRED EIGHTY FIVE AND 00/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

126 - \$4,804.00 - 10/30/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	4,804.00
FOUR THOUSAND EIGHT HUNDRED FOUR AND 00/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

120 - \$808.17 - 10/07/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	808.17
EIGHT HUNDRED EIGHT AND 17/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

127 - \$2,013.76 - 10/23/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	2,013.76
TWO THOUSAND THIRTEEN AND 76/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

121 - \$1,948.80 - 10/03/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	1,948.80
ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 80/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

122 - \$332.00 - 10/23/2014

Subscribed on Account	Account No.	Check No.	Amount
2011 8 Power St. Las Vegas, NV 89102	000117	000117	332.00
THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS			
PAY TO THE ORDER OF COTTONWOOD MANAGEMENT & SALES 2011 8 Power St. Las Vegas, NV 89102			

FD00117P 411246177041010171P

124 - \$575.00 - 11/05/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/05/14	Invoice Amt \$575.00
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

134 - \$575.00 - 11/17/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/17/14	Invoice Amt \$575.00
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

128 - \$3,300.00 - 11/06/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/06/14	Invoice Amt \$3,300.00
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

129 - \$1,820.00 - 11/03/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/03/14	Invoice Amt \$1,820.00
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

130 - \$2,076.72 - 11/04/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/04/14	Invoice Amt \$2,076.72
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

132 - \$279.28 - 11/12/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/12/14	Invoice Amt \$279.28
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

133 - \$332.00 - 11/26/2014

Customer's Account 5024 S Pecos Rd Las Vegas NV 89120	Account No. 000114	Invoice No. 1000114	Invoice Date 11/26/14	Invoice Amt \$332.00
THIS CHECK IS NON-NEGOTIABLE AND NOT A RECEIPT				
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 5024 S Pecos Rd Las Vegas, NV 89120				
POC0114 41126017941012114				

131 - \$399.06 - 12/3/2014

<p>Collected by Member 0012778400 Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>399.06</p>	<p>Payment on</p> <p>0012778400</p>
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141 - \$575.00 - 12/30/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>575.00</p>	<p>Payment on</p> <p>0012778400</p>
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135 - \$1,820.00 - 12/8/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>1820.00</p>	<p>Payment on</p> <p>0012778400</p>
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142 - \$1,820.00 - 12/24/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>1820.00</p>	<p>Payment on</p> <p>0012778400</p>
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136 - \$2,013.78 - 12/8/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>2013.78</p>	<p>Payment on</p> <p>0012778400</p>
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143 - \$112.06 - 12/24/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>112.06</p>	<p>Payment on</p> <p>0012778400</p>
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137 - \$2,078.72 - 12/8/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>2078.72</p>	<p>Payment on</p> <p>0012778400</p>
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139 - \$501.91 - 12/10/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>501.91</p>	<p>Payment on</p> <p>0012778400</p>
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140 - \$352.00 - 12/23/2014

<p>Collected by Member Community Development & Sales 2001 S Rainbow Blvd Las Vegas NV 89102</p> <p>THIS RECEIPT IS VALID ONLY IF SIGNED BY THE MEMBER</p> <p>MEMBER NAME: [Signature] MEMBER ID: 0012778400 LAS VEGAS NV 89102</p>	<p>Amount Due</p> <p>352.00</p>	<p>Payment on</p> <p>0012778400</p>
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Cottonwood On Alexander Homeowners Association

Checks signed by S. Baca from Operating Account - Fiscal Year 2015

MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #	MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #
January	144	\$1,625.00	Yes	30969/31197	April	165	\$575.00	Yes	
	145	\$4,122.93	Yes	9905/9924		167	\$1,820.00	Yes	42015
	146	\$272.25	Yes	992047485		168	\$134.93	Yes	
	147	\$823.99	Yes	72287/72288		171	\$676.16	Yes	
	148	\$676.16	Yes			172	\$500.00	Yes	4066
	149	\$575.00	Yes			173	\$85.00	Yes	23123
	150	\$2,013.76	Yes	9943		174	\$2,078.72	Yes	10040
JANUARY TOTAL		\$10,109.09				175	\$1,500.00	Yes	
						176	\$1,948.80	Yes	10059
February	151	\$538.24	Yes	1098-012015	APRIL TOTAL		\$9,318.61		
	152	\$1,820.00	Yes	20115					
	153	\$2,143.68	Yes	9964	May	177	\$575.00	Yes	
	154	\$676.16	Yes			178	\$444.28	Yes	1098-042015
	155	\$1,948.00	Yes	9983		179	\$1,820.00	Yes	50115
	157	\$1,500.00	Yes			180	\$1,948.80	Yes	10080
FEBRUARY TOTAL		\$8,626.08				181	\$850.00	Yes	2355/2356
						182	\$676.16	Yes	
March	156	\$575.00	Yes			183	\$1,630.00	Yes	
	158	\$1,820.00	Yes	30115		185	\$1,948.80	Yes	10101
	159	\$504.97	Yes	1098-FEB2015	MAY TOTAL		\$9,893.04		
	160	\$208.35	Yes	22508/22509					
	161	\$125.00	Yes	14213	June	184	\$85.00	Yes	23617
	162	\$676.16	Yes			186	\$935.00	Yes	
	163	\$500.00	Yes	4060		187	\$1,820.00	Yes	62015
	164	\$1,753.92	Yes	10002		188	\$136.13	Yes	1098-052015
	166	\$1,575.00	Yes			189	\$2,143.68	Yes	10122
	168	\$134.93	Yes	1098-032015		190	\$500.00	Yes	4080
	169	\$1,948.80	Yes	10021		196	\$1,820.00	Yes	72015
	170	\$75.00	Yes			199	\$655.25	Yes	1098-062015
MARCH TOTAL		\$9,897.13				200	\$1,948.80	Yes	10164
JTD SUBTOTAL		\$57,887.81			JUNE TOTAL		\$10,043.86		

COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION

Checks signed by S. Baca from Operating Account - Fiscal Year 2015

MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #	MONTH	CHECK #	AMOUNT	TWO SIGNATURES	INVOICE #
July	197	\$85.00	Yes	24107	November	228	\$500.00	Yes	2028
	198	\$1,500.00	Yes			229	\$1,820.00	Yes	112015
	204	\$1,500.00	Yes			230	\$720.51	Yes	1098-102015
	205	\$826.00	Yes			231	\$500.00	Yes	2031
JULY TOTAL		\$3,911.00				232	\$1,948.80	Yes	10293
August	201	\$676.16	Yes			233	\$575.00	Yes	
	206	\$1,820.00	Yes	82015		234	\$1,650.00	Yes	
	207	\$85.00	Yes	24477		235	\$2,078.72	Yes	10338
	208	\$2,013.76	Yes			236	\$660.00	Yes	
	209	\$46.28	Yes	1098-072015		237	\$1,795.00	Yes	
	210	\$2,078.72	Yes	10205	NOVEMBER TOTAL	238	\$2,013.76	Yes	10364
	211	\$676.16	Yes				\$14,261.79		
	212	\$85.00	Yes	24741	December	239	\$274.60	Yes	
	213	\$1,948.80	Yes			240	\$1,820.00	Yes	122015
	215	\$1,750.00	Yes			241	\$333.23	Yes	1098-112015
AUGUST TOTAL		\$11,179.88				242	\$2,013.76	Yes	10316
September	214	\$1,150.00	Yes			244	\$2,078.72	Yes	10393
	216	\$1,820.00	Yes	92015		245	\$575.00	Yes	
	217	\$3,805.00	Yes			246	\$1,500.00	Yes	
	218	\$970.00	Yes		DECEMBER TOTAL	247	\$285.45	Yes	
	219	\$67.60	Yes	1098-082015			\$8,880.76		
	220	\$85.00	Yes	25152					
	221	\$4,092.48	Yes						
	222	\$575.00	Yes						
	223	\$238.00	Yes						
	224	\$1,690.00	Yes						
	225	\$1,820.00	Yes	102015					
	226	\$1,309.69	Yes	24924					
	227	\$386.75	Yes	1098-092015	YTD SUBTOTAL		\$57,752.88		
SEPTEMBER TOTAL		\$18,009.52			YTD SUBTOTAL		\$56,242.95		
					FY TOTAL		\$113,995.83		

NRED 0119

144 - \$1,625.00 - 1/13/2015

Delivered to Member	AMOUNT	DATE	STATUS
1625.00	1/13/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR ONE THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P

150 - \$2,013.75 - 1/27/2015

Delivered to Member	AMOUNT	DATE	STATUS
2013.75	1/27/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR TWO THOUSAND THIRTY THREE DOLLARS AND SEVENTY FIVE CENTS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0015 411161178102171P

163 - \$4,122.93 - 1/9/2015

Delivered to Member	AMOUNT	DATE	STATUS
4122.93	1/9/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR FOUR THOUSAND ONE HUNDRED TWENTY TWO DOLLARS AND NINETY THREE CENTS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P

166 - \$272.25 - 1/22/2015

Delivered to Member	AMOUNT	DATE	STATUS
272.25	1/22/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR TWO HUNDRED SEVENTY TWO DOLLARS AND TWENTY FIVE CENTS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P

147 - \$823.89 - 1/14/2015

Delivered to Member	AMOUNT	DATE	STATUS
823.89	1/14/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR EIGHT HUNDRED TWENTY THREE DOLLARS AND EIGHTY NINE CENTS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P

148 - \$576.16 - 1/27/2015

Delivered to Member	AMOUNT	DATE	STATUS
576.16	1/27/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR FIVE HUNDRED SEVENTY SIX DOLLARS AND SIXTEEN CENTS

BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P

149 - \$576.00 - 1/21/2015

Delivered to Member	AMOUNT	DATE	STATUS
576.00	1/21/2015	PAID	

Delivered to Member
Alexander Homeowners Assn
2000 S. Durbin Rd
Las Vegas, NV 89119

THIS CHECK IS FOR FIVE HUNDRED SEVENTY SIX DOLLARS

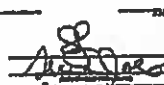
BY: [Signature]
TO THE ORDER OF: [Signature]
2000 S. DURBIN RD
LAS VEGAS, NV 89119

PG0014 411161178102171P


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and c


151 - \$529.24 - 2/4/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
TWO THOUSAND FIFTY-NINE AND 24/100 DOLLARS		529.24		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		JAN 15 2015		

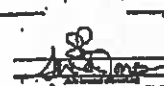
152 - \$1,820.00 - 2/4/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS		1820.00		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		JAN 15 2015		


153 - \$2,143.68 - 2/3/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
TWO THOUSAND ONE HUNDRED FORTY-THREE AND 68/100 DOLLARS		2143.68		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		JAN 15 2015		

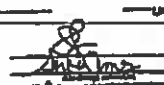
154 - \$675.16 - 2/23/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
SIX HUNDRED SEVENTY-FIVE AND 16/100 DOLLARS		675.16		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		FEB 23 2015		

155 - \$1,948.00 - 2/20/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS		1948.00		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		FEB 20 2015		

157 - \$1,500.00 - 2/24/2015

Debit card Community Management & Sales 271 S Flamingo Ave Las Vegas, NV 89119		000101 000101 000101	000101 000101 000101	000101 000101 000101
ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS		1500.00		
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 271 S Flamingo Ave Las Vegas, NV 89119				
FD001010 411140117041011710		FEB 24 2015		

21 PBC NRED 0121

156 - \$975.00 - 3/3/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS</p>	<p>DATE 03/03/15</p> <p>AMOUNT 975.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

163 - \$500.00 - 3/19/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>FIVE HUNDRED AND 00/100 DOLLARS</p>	<p>DATE 03/19/15</p> <p>AMOUNT 500.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

158 - \$1,820.00 - 3/3/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS</p>	<p>DATE 03/03/15</p> <p>AMOUNT 1820.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

164 - \$1,753.92 - 3/19/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND 92/100 DOLLARS</p>	<p>DATE 03/19/15</p> <p>AMOUNT 1753.92</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

159 - \$504.97 - 3/3/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>FIVE HUNDRED AND FOUR AND 97/100 DOLLARS</p>	<p>DATE 03/03/15</p> <p>AMOUNT 504.97</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

166 - \$1,575.00 - 3/19/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS</p>	<p>DATE 03/19/15</p> <p>AMOUNT 1575.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

160 - \$206.35 - 3/4/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>TWO HUNDRED AND SIX AND 35/100 DOLLARS</p>	<p>DATE 03/04/15</p> <p>AMOUNT 206.35</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

165 - \$1,948.80 - 3/31/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 80/100 DOLLARS</p>	<p>DATE 03/31/15</p> <p>AMOUNT 1948.80</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

161 - \$125.00 - 3/26/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>ONE HUNDRED AND 00/100 DOLLARS</p>	<p>DATE 03/26/15</p> <p>AMOUNT 125.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

170 - \$75.00 - 3/31/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>SEVENTY FIVE AND 00/100 DOLLARS</p>	<p>DATE 03/31/15</p> <p>AMOUNT 75.00</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

162 - \$676.16 - 3/18/2015

<p>Delivered to Member Subcommittee Management & Sales 2015 E. Russell Rd #10 Las Vegas NV 89120</p> <p>SIX HUNDRED SEVENTY SIX AND 16/100 DOLLARS</p>	<p>DATE 03/18/15</p> <p>AMOUNT 676.16</p> <p>MEMBER 00000</p> <p>ACCOUNT 00000</p>	<p>APPROVED BY [Signature]</p>
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FOR THE BOARD OF DIRECTORS
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
LAS VEGAS, NV 89120

22

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NRED 0122

177 - \$575.00 - 2/4/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$575.00	DATE PAID 2/4/15	ISSUED BY [Signature]
FOUR HUNDRED SEVENTY FIVE AND 00/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000177⑆ 61214017784102272⑆

183 - \$1,630.00 - 5/27/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$1,630.00	DATE PAID 5/27/15	ISSUED BY [Signature]
ONE THOUSAND SIX HUNDRED THIRTY AND 00/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000183⑆ 61214017784102272⑆

178 - \$444.28 - 5/5/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$444.28	DATE PAID 5/5/15	ISSUED BY [Signature]
FOUR HUNDRED FORTY FOUR AND 28/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000178⑆ 61214017784102272⑆

185 - \$1,948.80 - 5/29/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$1,948.80	DATE PAID 5/29/15	ISSUED BY [Signature]
ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 80/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000185⑆ 61214017784102272⑆

179 - \$1,620.00 - 5/5/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$1,620.00	DATE PAID 5/5/15	ISSUED BY [Signature]
ONE THOUSAND SIX HUNDRED TWENTY AND 00/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000179⑆ 61214017784102272⑆

180 - \$1,948.80 - 5/5/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$1,948.80	DATE PAID 5/5/15	ISSUED BY [Signature]
ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 80/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000180⑆ 61214017784102272⑆

181 - \$850.00 - 5/7/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$850.00	DATE PAID 5/7/15	ISSUED BY [Signature]
EIGHT HUNDRED FIFTY AND 00/100 DOLLARS			
PAY TO THE ORDER OF COMMUNITY MANAGEMENT & SALES 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000181⑆ 61214017784102272⑆

182 - \$676.16 - 5/21/2015

Subscribed on Account for Community Management & Sales 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119	AMOUNT PAID \$676.16	DATE PAID 5/21/15	ISSUED BY [Signature]
SIX HUNDRED SEVENTY SIX AND 16/100 DOLLARS			
PAY TO THE ORDER OF COTTONTWOOD ON ALEXANDER 2007 S. RAVENWOOD BLVD LAS VEGAS, NV 89119			

⑆000182⑆ 61214017784102272⑆

26

184 - \$85.00 - 6/3/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$85.00	Payment Method CASH	Payment Date 6/3/2015
ONE HUNDRED FIFTY AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 1771 S Rampart Rd #200 Las Vegas, NV 89102			

192 - \$676.16 - 6/24/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$676.16	Payment Method CASH	Payment Date 6/24/2015
SIX HUNDRED SEVENTY AND SIX CENTS DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

186 - \$935.00 - 6/9/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$935.00	Payment Method CASH	Payment Date 6/9/2015
NINE HUNDRED THIRTY FIVE AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

192 - \$225.25 - 6/23/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$225.25	Payment Method CASH	Payment Date 6/23/2015
TWO HUNDRED TWENTY FIVE AND 25/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

187 - \$1,820.00 - 6/1/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$1,820.00	Payment Method CASH	Payment Date 6/1/2015
ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

193 - \$1,948.80 - 6/23/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$1,948.80	Payment Method CASH	Payment Date 6/23/2015
ONE THOUSAND NINE HUNDRED FORTY EIGHT AND 80/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

188 - \$136.13 - 6/1/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$136.13	Payment Method CASH	Payment Date 6/1/2015
ONE HUNDRED THIRTY SIX AND 13/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

195 - \$60.00 - 6/23/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$60.00	Payment Method CASH	Payment Date 6/23/2015
SIXTY AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

189 - \$2,143.68 - 6/9/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$2,143.68	Payment Method CASH	Payment Date 6/9/2015
TWO THOUSAND ONE HUNDRED FORTY THREE AND 68/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 1771 S RAMPART RD #200 LAS VEGAS NV 89102			

196 - \$1,820.00 - 6/30/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$1,820.00	Payment Method CASH	Payment Date 6/30/2015
ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

190 - \$500.00 - 6/6/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$500.00	Payment Method CASH	Payment Date 6/6/2015
FIVE HUNDRED AND NO/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			

199 - \$658.25 - 6/30/2015

Submitted on Alexander Community Management & Sales 2000 S Rampart Rd #200 Las Vegas NV 89102	Amount Due \$658.25	Payment Method CASH	Payment Date 6/30/2015
SIX HUNDRED FIFTY EIGHT AND 25/100 DOLLARS			
PAY TO THE ORDER OF SECURITY MANAGEMENT SERVICES 2000 S RAMPART RD #200 LAS VEGAS NV 89102			


25

200 - \$1,948.80 - 6/30/2018


Statement of Account	Period	Balance
Statement of Account	6/1/18 to 6/30/18	\$1,948.80
Balance Forward		
Payments		
Interest		
Service Charge		
Other		
Total		\$1,948.80

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
1200 N. GARDEN STREET, SUITE 1000
LOS ANGELES, CA 90017
TEL: (213) 473-2000
WWW.CITYCLERK.CA.GOV


194 - \$1,150.00 - 7/6/2015

Subscribed on Account	Account No.	Account Type	Account No.
Community Management & Maint	70014	HOA DUES	70014
2001 E Grand Ave			
Las Vegas NV 89120			
ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS			
PAY TO THE ORDER OF			
NORTEL VOIDS LTD		70014	
2001 W SARGENT RD SA		LAS VEGAS, NV 89102	
			
000148 41121017784301711*			


197 - \$85.00 - 7/1/2015

Subscribed on Account	Account No.	Account Type	Account No.
Community Management & Maint	70014	HOA DUES	70014
2001 E Grand Ave			
Las Vegas NV 89120			
EIGHTY FIVE AND NO/100 DOLLARS			
PAY TO THE ORDER OF			
NORTEL VOIDS LTD		70014	
2001 W SARGENT RD SA		LAS VEGAS, NV 89102	
			
000148 41121017784301711*			


198 - \$1,500.00 - 7/2/2015

Subscribed on Account	Account No.	Account Type	Account No.
Community Management & Maint	70014	HOA DUES	70014
2001 E Grand Ave			
Las Vegas NV 89120			
ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS			
PAY TO THE ORDER OF			
NORTEL VOIDS LTD		70014	
2001 W SARGENT RD SA		LAS VEGAS, NV 89102	
			
000148 41121017784301711*			

204 - \$1,500.00 - 7/30/2015

Subscribed on Account	Account No.	Account Type	Account No.
Community Management & Maint	70014	HOA DUES	70014
2001 E Grand Ave			
Las Vegas NV 89120			
ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS			
PAY TO THE ORDER OF			
NORTEL VOIDS LTD		70014	
2001 W SARGENT RD SA		LAS VEGAS, NV 89102	
			
000148 41121017784301711*			

205 - \$826.00 - 7/31/2015

Subscribed on Account	Account No.	Account Type	Account No.
Community Management & Maint	70014	HOA DUES	70014
2001 E Grand Ave			
Las Vegas NV 89120			
EIGHT HUNDRED TWENTY SIX AND NO/100 DOLLARS			
PAY TO THE ORDER OF			
NORTEL VOIDS LTD		70014	
2001 W SARGENT RD SA		LAS VEGAS, NV 89102	
			
000148 41121017784301711*			

201 - \$676.16 - 8/3/2015

Subscribed on Monday 8/3/2015 2:00 PM Las Vegas NV 89102	Amount \$676.16	Check No. 00001	Check Date 8/3/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$676.16</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00001⑆ ⑆1111001770000177⑆</p> <p>JUL 24 2015</p>					

211 - \$676.16 - 8/25/2015

Subscribed on Monday 8/25/2015 2:00 PM Las Vegas NV 89102	Amount \$676.16	Check No. 00011	Check Date 8/25/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$676.16</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00011⑆ ⑆1111001770000177⑆</p> <p>AUG 23 2015</p>					

205 - \$1,820.00 - 8/5/2015

Subscribed on Monday 8/5/2015 2:00 PM Las Vegas NV 89102	Amount \$1,820.00	Check No. 00014	Check Date 8/5/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$1,820.00</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00014⑆ ⑆1111001770000177⑆</p> <p>AUG 4 2015</p>					

212 - \$85.00 - 8/27/2015

Subscribed on Monday 8/27/2015 2:00 PM Las Vegas NV 89102	Amount \$85.00	Check No. 00015	Check Date 8/27/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$85.00</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00015⑆ ⑆1111001770000177⑆</p> <p>AUG 27 2015</p>					

207 - \$85.00 - 8/6/2015

Subscribed on Monday 8/6/2015 2:00 PM Las Vegas NV 89102	Amount \$85.00	Check No. 00016	Check Date 8/6/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$85.00</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00016⑆ ⑆1111001770000177⑆</p> <p>AUG 6 2015</p>					

213 - \$1,948.80 - 8/25/2015

Subscribed on Monday 8/25/2015 2:00 PM Las Vegas NV 89102	Amount \$1,948.80	Check No. 00017	Check Date 8/25/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$1,948.80</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00017⑆ ⑆1111001770000177⑆</p> <p>AUG 25 2015</p>					

208 - \$2,013.76 - 8/4/2015

Subscribed on Monday 8/4/2015 2:00 PM Las Vegas NV 89102	Amount \$2,013.76	Check No. 00018	Check Date 8/4/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$2,013.76</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00018⑆ ⑆1111001770000177⑆</p> <p>AUG 4 2015</p>					

215 - \$1,750.00 - 8/25/2015

Subscribed on Monday 8/25/2015 2:00 PM Las Vegas NV 89102	Amount \$1,750.00	Check No. 00019	Check Date 8/25/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$1,750.00</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00019⑆ ⑆1111001770000177⑆</p> <p>AUG 25 2015</p>					

209 - \$46.28 - 8/5/2015

Subscribed on Monday 8/5/2015 2:00 PM Las Vegas NV 89102	Amount \$46.28	Check No. 00020	Check Date 8/5/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$46.28</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00020⑆ ⑆1111001770000177⑆</p> <p>AUG 5 2015</p>					

210 - \$2,078.72 - 8/4/2015

Subscribed on Monday 8/4/2015 2:00 PM Las Vegas NV 89102	Amount \$2,078.72	Check No. 00021	Check Date 8/4/2015	Check Type CHECK	Check Status CASH
COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102					
<p>FOR THE CASH OF \$2,078.72</p> <p>PAID TO THE ORDER OF COTTONWOOD ON ALEXANDER 3022722722 LAS VEGAS NV 89102</p> <p><i>[Signature]</i></p>					
<p>⑆00021⑆ ⑆1111001770000177⑆</p> <p>AUG 4 2015</p>					

Check # 214 Date 09012015 Amount 1150.00

Check # 214 Date 09012015 Amount 1150.00. Includes fields for payee name, amount, date, and signature.

Check # 216 Date 09022015 Amount 1820.00

Check # 216 Date 09022015 Amount 1820.00. Includes fields for payee name, amount, date, and signature.

Check # 217 Date 09082015 Amount 3805.00

Check # 217 Date 09082015 Amount 3805.00. Includes fields for payee name, amount, date, and signature.

Check # 218 Date 09022015 Amount 970.00

Check # 218 Date 09022015 Amount 970.00. Includes fields for payee name, amount, date, and signature.

Check # 219 Date 09022015 Amount 87.60

Check # 219 Date 09022015 Amount 87.60. Includes fields for payee name, amount, date, and signature.

Check # 220 Date 09282015 Amount 86.00

Check # 220 Date 09282015 Amount 86.00. Includes fields for payee name, amount, date, and signature.

Check # 221 Date 09222015 Amount 4092.48

Check # 221 Date 09222015 Amount 4092.48. Includes fields for payee name, amount, date, and signature.

Check # 222 Date 09302015 Amount 575.00

Check # 222 Date 09302015 Amount 575.00. Includes fields for payee name, amount, date, and signature.

Check # 223 Date 09252015 Amount 238.00

Check # 223 Date 09252015 Amount 238.00. Includes fields for payee name, amount, date, and signature.

Check # 224 Date 09222015 Amount 1880.00

Check # 224 Date 09222015 Amount 1880.00. Includes fields for payee name, amount, date, and signature.

Check # 225 Date 09302015 Amount 1820.00

Check # 225 Date 09302015 Amount 1820.00. Includes fields for payee name, amount, date, and signature.

Check # 226 Date 09302015 Amount 1308.88

Check # 226 Date 09302015 Amount 1308.88. Includes fields for payee name, amount, date, and signature.

Check # 228 Date 11162015 Amount 500.00

Check # 228 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 229 Date 11122015 Amount 1820.00

Check # 229 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 230 Date 11122015 Amount 720.51

Check # 230 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 231 Date 11162015 Amount 500.00

Check # 231 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 232 Date 11102015 Amount 1848.80

Check # 232 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 233 Date 11102015 Amount 575.00

Check # 233 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 234 Date 11092015 Amount 1850.00

Check # 234 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 235 Date 11172015 Amount 2078.72

Check # 235 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 236 Date 11202015 Amount 860.00

Check # 236 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 237 Date 11172015 Amount 1795.00

Check # 237 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 238 Date 11242015 Amount 2013.76

Check # 238 form with fields for payee, amount, and date. Includes a signature and MICR line at the bottom.

Check # 239 Date 12012015 Amount 274.60

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00239 Date 12/01/15 Amount \$274.60
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$274.60 Two hundred seventy four and 60/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 240 Date 12022015 Amount 1820.00

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00240 Date 12/02/15 Amount \$1820.00
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$1820.00 One thousand eight hundred and 00/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 241 Date 12022015 Amount 333.23

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00241 Date 12/02/15 Amount \$333.23
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$333.23 Three hundred thirty three and 23/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 242 Date 12012015 Amount 2019.76

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00242 Date 12/01/15 Amount \$2019.76
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$2019.76 Two thousand one hundred nineteen and 76/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 244 Date 12152015 Amount 2078.72

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00244 Date 12/15/15 Amount \$2078.72
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$2078.72 Two thousand seven and 72/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 245 Date 12212015 Amount 575.00

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00245 Date 12/21/15 Amount \$575.00
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$575.00 Five hundred and 00/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 248 Date 12152015 Amount 1500.00

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00248 Date 12/15/15 Amount \$1500.00
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$1500.00 One thousand five hundred and 00/100		
Signature: <i>[Handwritten Signature]</i>		

Check # 247 Date 12172015 Amount 285.45

Attention to Member Membership Management Dept 2200 Capital Circle Tallahassee, FL 32310	Attention 2200 Capital Circle Tallahassee, FL 32310	00247 Date 12/17/15 Amount \$285.45
Pay to the order of: <u>MEMBERSHIP MANAGEMENT DEPT</u>		
\$285.45 Two hundred eighty five and 45/100		
Signature: <i>[Handwritten Signature]</i>		

**Cottonwood On Alexander Homeowners Association
Checks signed by S. Baca from Operating Account - Fiscal Year 2016**

MONTH	CHECK #	AMOUNT	TWO		INVOICE #	MONTH	CHECK #	AMOUNT	TWO		INVOICE #	
			SIGNATURES	SIGNATURES					SIGNATURES	SIGNATURES		
January	243	\$106.25	Yes	Yes	25992	March (cont'd)	277	\$1,818.88	Yes			
	249	\$676.16	Yes	Yes			278	\$575.00	Yes			
	250	\$676.16	Yes	Yes			279	\$3,000.00	Yes			
	251	\$390.00	Yes	Yes								
	252	\$1,820.00	Yes	Yes	12016	MARCH TOTAL		\$11,093.52				
	253	\$313.24	Yes	Yes	1098-122015							
	254	\$700.00	Yes	Yes		April	280	\$1,820.00	Yes			
JANUARY TOTAL	255	\$4,091.68	Yes	Yes			281	\$255.13	Yes			
	256	\$422.60	Yes	Yes			282	\$500.00	Yes			
	257	\$500.00	Yes	Yes			283	\$4,026.80	Yes			
							289	\$75.00	Yes			
			\$9,696.09				290	\$859.67	Yes			
		258	\$1,500.00	Yes	Yes		291	\$62,239.20	Yes			
		259	\$859.67	Yes	Yes		292	\$575.00	Yes			
February	260	\$1,820.00	Yes	Yes			293	\$1,500.00	Yes			
	261	\$83.02	Yes	Yes		APRIL TOTAL		\$71,850.80				
	262	\$255.00	Yes	Yes								
	263	\$2,013.76	Yes	Yes		May	294	\$1,820.00	Yes			
	264	\$575.00	Yes	Yes			295	\$247.84	Yes			
	265	\$6.21	Yes	Yes			296	\$1,948.80	Yes			
	266	\$859.67	Yes	Yes			297	\$1,500.00	Yes			
FEBRUARY TOTAL	267	\$106.25	Yes	Yes			298	\$859.67	Yes			
	268	\$2,143.68	Yes	Yes			299	\$1,948.80	Yes			
	269	\$575.00	Yes	Yes			300	\$575.00	Yes			
			\$10,797.26			MAY TOTAL		\$8,900.11				
		270	\$500.00	Yes	Yes		June	301	\$1,820.00	Yes		
		271	\$2,013.76	Yes	Yes			302	\$386.60	Yes		
		272	\$6.21	Yes	Yes			303	\$1,000.00	Yes		
MARCH	274	\$1,820.00	Yes	Yes			304	\$1,948.80	Yes			
	275	\$859.67	Yes	Yes			307	\$2,400.00	Yes			
	276	\$500.00	Yes	Yes			308	\$859.67	Yes			
							309	\$2,198.60	Yes			
							310	\$2,143.68	Yes			
							312	\$1,830.00	Yes			
							315	\$1,948.80	Yes			
MID-SUBTOTAL		\$129,298.93				JUNE TOTAL	317	\$425.00	Yes			
								\$16,961.15				

**Cottonwood On Alexander Homeowners Association
Checks signed by S. Baca from Operating Account - Fiscal Year 2016**

MONTH	CHECK #	AMOUNT	SIGNATURES	INVOICE #	MONTH	CHECK #	AMOUNT	SIGNATURES	INVOICE #
July	313	\$1,820.00	Yes						
	314	\$332.12	Yes						
	318	\$26.12	Yes						
	319	\$859.67	Yes						
	320	\$1,948.80	Yes						
	321	\$425.00	Yes						
JULY TOTAL		\$5,411.71							
YTD SUBTOTAL		\$5,411.71							
YTD SUBTOTAL		\$129,298.93							
FY SUBTOTAL		\$337,10.64							
FY 14-16 TOTAL		\$371,966.08							

Check # 243 Date 01122016 Amount 108.25

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/12/2016	Amount 108.25
Pay to the order of [Signature]		

Check # 249 Date 01052016 Amount 676.16

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/05/2016	Amount 676.16
Pay to the order of [Signature]		

Check # 250 Date 01052016 Amount 676.16

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/05/2016	Amount 676.16
Pay to the order of [Signature]		

Check # 251 Date 01082016 Amount 390.00

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/08/2016	Amount 390.00
Pay to the order of [Signature]		

Check # 252 Date 01142016 Amount 1820.00

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/14/2016	Amount 1820.00
Pay to the order of [Signature]		

Check # 253 Date 01142016 Amount 313.54

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/14/2016	Amount 313.54
Pay to the order of [Signature]		

Check # 254 Date 01122016 Amount 700.00

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/12/2016	Amount 700.00
Pay to the order of [Signature]		

Check # 255 Date 01072016 Amount 4091.88

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/07/2016	Amount 4091.88
Pay to the order of [Signature]		

Check # 256 Date 01072016 Amount 422.80

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/07/2016	Amount 422.80
Pay to the order of [Signature]		

Check # 257 Date 01122016 Amount 600.00

Endorsed on Back Endorsed on Back Endorsed on Back Endorsed on Back	Date 01/12/2016	Amount 600.00
Pay to the order of [Signature]		

Check # 258 Date 02032016 Amount 1500.00

Check # 258 form with handwritten signature and date 02/03/2016.

Check # 259 Date 02052016 Amount 859.87

Check # 259 form with handwritten signature and date 02/05/2016.

Check # 260 Date 02042016 Amount 1820.00

Check # 260 form with handwritten signature and date 02/04/2016.

Check # 261 Date 02042016 Amount 89.02

Check # 261 form with handwritten signature and date 02/04/2016.

Check # 262 Date 02062016 Amount 255.00

Check # 262 form with handwritten signature and date 02/06/2016.

Check # 263 Date 02032016 Amount 2013.76

Check # 263 form with handwritten signature and date 02/03/2016.

Check # 264 Date 02092016 Amount 575.00

Check # 264 form with handwritten signature and date 02/09/2016.

Check # 265 Date 02082016 Amount 8.21

Check # 265 form with handwritten signature and date 02/08/2016.

Check # 266 Date 02252016 Amount 859.87

Check # 266 form with handwritten signature and date 02/25/2016.

Check # 267 Date 02192016 Amount 108.25

Check # 267 form with handwritten signature and date 02/19/2016.

Check # 268 Date 02182016 Amount 2143.88

Check # 268 form with handwritten signature and date 02/18/2016.

Check # 269 Date 02292016 Amount 575.00

Check # 269 form with handwritten signature and date 02/29/2016.

Check # 270 Date 03102016 Amount 500.00

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/10/2016	Amount 500.00
Pay to the order of ...		
To the order of ...		

Check # 271 Date 03082016 Amount 2013.78

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/08/2016	Amount 2013.78
Pay to the order of ...		
To the order of ...		

Check # 272 Date 03092016 Amount 8.21

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/09/2016	Amount 8.21
Pay to the order of ...		
To the order of ...		

Check # 274 Date 03082016 Amount 1820.00

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/08/2016	Amount 1820.00
Pay to the order of ...		
To the order of ...		

Check # 275 Date 03162016 Amount 859.67

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/16/2016	Amount 859.67
Pay to the order of ...		
To the order of ...		

Check # 276 Date 03282016 Amount 500.00

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/28/2016	Amount 500.00
Pay to the order of ...		
To the order of ...		

Check # 277 Date 03182016 Amount 1818.88

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/18/2016	Amount 1818.88
Pay to the order of ...		
To the order of ...		

Check # 278 Date 03222016 Amount 575.00

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/22/2016	Amount 575.00
Pay to the order of ...		
To the order of ...		

Check # 279 Date 03182016 Amount 3000.00

Authorized Signature Elizabeth M. ... Title Secretary	Date 03/18/2016	Amount 3000.00
Pay to the order of ...		
To the order of ...		

Check # 280 Date 04112016 Amount 1820.00

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 1820.00
Date: 04/11/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 281 Date 04112016 Amount 255.13

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 255.13
Date: 04/11/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 282 Date 04182016 Amount 500.00

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 500.00
Date: 04/18/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 283 Date 04082016 Amount 4026.80

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 4026.80
Date: 04/08/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 289 Date 04192016 Amount 75.00

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 75.00
Date: 04/19/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 290 Date 04222016 Amount 859.87

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 859.87
Date: 04/22/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 291 Date 04192016 Amount 62239.20

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 62239.20
Date: 04/19/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 292 Date 04192016 Amount 575.00

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 575.00
Date: 04/19/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 293 Date 04202016 Amount 1500.00

Endorsed by: [Signature]
Pay to the order of: [Signature]
Amount: 1500.00
Date: 04/20/2016
MICR line: ⑆031001 67764 00001 ⑆

Check # 294 Date 05122016 Amount 1820.00

Authorized Signature Signature Required & Date 05/12/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	051216
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 1820.00
MICR LINE: 437991 6788 6778 110003 111004		

Check # 295 Date 05122016 Amount 247.84

Authorized Signature Signature Required & Date 05/12/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	051216
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 247.84
MICR LINE: 437991 6788 6778 110003 111004		

Check # 296 Date 05062016 Amount 1948.80

Authorized Signature Signature Required & Date 05/06/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	050616
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 1948.80
MICR LINE: 437991 6788 6778 110003 111004		

Check # 297 Date 05062016 Amount 1500.00

Authorized Signature Signature Required & Date 05/06/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	050616
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 1500.00
MICR LINE: 437991 6788 6778 110003 111004		

Check # 298 Date 05192016 Amount 859.87

Authorized Signature Signature Required & Date 05/19/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	051916
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 859.87
MICR LINE: 437991 6788 6778 110003 111004		

Check # 299 Date 05192016 Amount 1948.80

Authorized Signature Signature Required & Date 05/19/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	051916
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 1948.80
MICR LINE: 437991 6788 6778 110003 111004		

Check # 300 Date 05252016 Amount 575.00

Authorized Signature Signature Required & Date 05/25/2016 LAWRENCE BROWN	Account 00000000000000000000 00000000000000000000	052516
By: [Signature]	Pay To The Order Of: [Signature]	Amount: 575.00
MICR LINE: 437991 6788 6778 110003 111004		

Check # 301 Date 06062016 Amount 1820.00

Check # 301 Date 06062016 Amount 1820.00

Pay to the order of: [Signature]

Amount: 1820.00

Check # 302 Date 06062016 Amount 388.60

Check # 302 Date 06062016 Amount 388.60

Pay to the order of: [Signature]

Amount: 388.60

Check # 303 Date 08102016 Amount 1000.00

Check # 303 Date 08102016 Amount 1000.00

Pay to the order of: [Signature]

Amount: 1000.00

Check # 304 Date 08022016 Amount 1948.80

Check # 304 Date 08022016 Amount 1948.80

Pay to the order of: [Signature]

Amount: 1948.80

Check # 307 Date 06212016 Amount 2400.00

Check # 307 Date 06212016 Amount 2400.00

Pay to the order of: [Signature]

Amount: 2400.00

Check # 308 Date 06222016 Amount 859.67

Check # 308 Date 06222016 Amount 859.67

Pay to the order of: [Signature]

Amount: 859.67

Check # 309 Date 06202016 Amount 2188.60

Check # 309 Date 06202016 Amount 2188.60

Pay to the order of: [Signature]

Amount: 2188.60

Check # 310 Date 06172016 Amount 2143.68

Check # 310 Date 06172016 Amount 2143.68

Pay to the order of: [Signature]

Amount: 2143.68

Check # 312 Date 06172016 Amount 1830.00

Check # 312 Date 06172016 Amount 1830.00

Pay to the order of: [Signature]

Amount: 1830.00

Check # 315 Date 06282016 Amount 1848.80

Check # 315 Date 06282016 Amount 1848.80

Pay to the order of: [Signature]

Amount: 1848.80

Check # 317 Date 06282016 Amount 425.00

Check # 317 Date 06282016 Amount 425.00

Pay to the order of: [Signature]

Amount: 425.00

6.0

Check # 313 Date 07052016 Amount 1920.00

Authorized Signature C. [Signature] Date 07/05/2016	Account Number 1234567890	Check Number 313
Pay to the Order of: [Signature]		
Amount in Words: One Thousand Nine Hundred Twenty and 00/100		
Amount in Numbers: 1920.00		
MICR Line: ⑆00012⑆ 60110⑆0516⑆00001⑆19⑆		

Check # 314 Date 07052016 Amount 332.12

Authorized Signature C. [Signature] Date 07/05/2016	Account Number 1234567890	Check Number 314
Pay to the Order of: [Signature]		
Amount in Words: Three Hundred Thirty Two and 12/100		
Amount in Numbers: 332.12		
MICR Line: ⑆00012⑆ 60110⑆0516⑆00001⑆14⑆		

Check # 318 Date 07212016 Amount 28.12

Authorized Signature C. [Signature] Date 07/21/2016	Account Number 1234567890	Check Number 318
Pay to the Order of: [Signature]		
Amount in Words: Twenty Eight and 12/100		
Amount in Numbers: 28.12		
MICR Line: ⑆00012⑆ 60110⑆0721⑆00001⑆18⑆		

Check # 319 Date 07132016 Amount 859.57

Authorized Signature C. [Signature] Date 07/13/2016	Account Number 1234567890	Check Number 319
Pay to the Order of: [Signature]		
Amount in Words: Eight Hundred Fifty Nine and 57/100		
Amount in Numbers: 859.57		
MICR Line: ⑆00012⑆ 60110⑆0713⑆00001⑆19⑆		

Check # 320 Date 07132016 Amount 1949.80

Authorized Signature C. [Signature] Date 07/13/2016	Account Number 1234567890	Check Number 320
Pay to the Order of: [Signature]		
Amount in Words: One Thousand Nine Hundred Forty Nine and 80/100		
Amount in Numbers: 1949.80		
MICR Line: ⑆00012⑆ 60110⑆0713⑆00001⑆20⑆		

Check # 321 Date 07142016 Amount 425.00

Authorized Signature C. [Signature] Date 07/14/2016	Account Number 1234567890	Check Number 321
Pay to the Order of: [Signature]		
Amount in Words: Four Hundred Twenty Five and 00/100		
Amount in Numbers: 425.00		
MICR Line: ⑆00012⑆ 60110⑆0714⑆00001⑆21⑆		

EXHIBIT F

EXHIBIT F

**COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS OPEN SESSION
May 6, 2013**

DIRECTORS PRESENT: David Haseltine Treasurer/ Secretary
Bill Dickey Jr. Director
Gene Jones President
OTHERS PRESENT: Sherryl Baca Community Manager – CMS

Upon notice duly given in accordance with NRS.116, the Board of Directors of the Cottonwood on Alexander Homeowners Association met on May 6, 2013 at Community Management & Sales located at 5631 S. Pecos Rd. Las Vegas, NV. 89120.

ESTABLISHMENT OF QUORUM/CALL TO ORDER

A quorum was present and the meeting was called to order at 5:30 P.M.

HOMEOWNER OPEN FORUM

There were no homeowners present at this time.

APPROVAL OF MINUTES

The Board of Directors reviewed the Open Meeting minutes from January 16, 2013 meeting. Gene Jones moved to approve the minutes as submitted. Bill Dickey Jr. seconded the motion. All others present in favor, motion carried.

APPROVAL OF FINANCIALS

I, David Haseltine, moved to acknowledge that we have fulfilled our duty as a Board to review the December 2012 & January – March 2013 statements including a current reconciliation of the operating and reserve accounts, the actual revenues and expenses for the reserve account compared to this year's budget, the bank statement's, this period's income statement and the current status of any civil action or claim submitted to arbitration or mediation in which the association is a party and making motion to approve the financials based on NRS. Gene Jones seconded the motion. All others present in favor, therefore motion carried.

OLD BUSINESS (*None at this time*)

NEW BUSINESS

Open and discuss sealed proposals submitted for 2013 Reserve Study- the Board reviewed all the proposal submitted. David Haseltine motioned to approve the proposal from Nevada Reserve Studies. Gene Jones seconded the motion. All others in favor, motion carried.

Bank Change- from Sunwest Bank (no local branches) to Bank of Nevada (several local branches)- The Board discussed the bank change. David Haseltine motioned to approve the bank change to Bank of Nevada. Gene Jones seconded the motion. All others in favor, motion carried.

Discussion on residents getting a vendor code for Access- Gene Jones motioned NO vendor codes to be given out. David Haseltie seconded the motion.

Discuss any new projects in the community- Gas lamps (to led), sleeve over knob on pedestrian gate, Open the pool on Memorial Day Weekend annually.
Manage contract renewal- The Board discussed privately on the management contract renewal. David Haseltine to give Community Management & Sales a \$1.00 per door raise effective July 1, 2013. Bill Dickey Jr seconded the motion. All others in favor, motion carried.

RATIFICATION OF PRIOR ACTIONS

The following prior actions were moved to ratify by Bill Dickey. David Haseltine seconded the motion. All others in favor, motion carried.

24/7 Restoration- Put stop sign up at Golden Sunset & Halfmoon Bay

North Shores Residential Door Company- Purchased gate cards Gate Access Services- Entrance gate stuck open

24/7 Restoration - Replaced the pedestrian gate A Unique Construction Services- Graffiti removal on the call box

M5 Lighting- Repaired 8 gas lamps along the common area walkway path

HOMEOWNER CORRESPONDENCE

3630 Moonlit Beach- Birthday jumper request- The HOA can not approve a jumper.

HOMEOWNERS OPEN FORUM

The Board discussed they would like to get the following work done, , speed bumps to be painted, striping of the parking areas, and have Ed Norton security check car stops 4 hrs a day for 3 days and contact the apartments about the over growing tree over the wall.

NEXT MEETING DATE

The next meeting date will be either the 2nd or 3rd week of July.

ADJOURNMENT

There being no further business for the Board of Directors to address, Bill Dickey Jr. motioned to adjourn the meeting at 6:00pm. Gene Jones seconded the motion.

RESPECTFULLY SUBMITTED,

Board member of Association

Date

NRED 0319

EXHIBIT G

EXHIBIT G

**COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS OPEN SESSION
January 28, 2014**

DIRECTORS PRESENT:	Gene Jones	President
	David Haseltine	Treasurer/ Secretary
DIRECTORS ABSENT:	Bill Dickey Jr.	Director
OTHERS PRESENT:	Sherryl Baca	Community Manager – CMS

Upon notice duly given in accordance with NRS.116, the Board of Directors of the Cottonwood on Alexander Homeowners Association met on **January 28, 2014** at Community Management & Sales located at 5631 S. Pecos Rd. Las Vegas, NV. 89120.

ESTABLISHMENT OF QUORUM/CALL TO ORDER

A quorum was present and the meeting was called to order at *5:30 P.M.*

HOMEOWNER OPEN FORUM

There were no homeowners present at this time.

APPROVAL OF MINUTES

The Board of Directors reviewed the Open Meeting minutes from **November 25, 2013** meeting. Gene Jones moved to approve the minutes as submitted. David Haseltine seconded the motion. All others present in favor, motion carried.

APPROVAL OF FINANCIALS

I, David Haseltine, moved to acknowledge that we have fulfilled our duty as a Board to review the **October & November 2013** statements including a current reconciliation of the operating and reserve accounts, the actual revenues and expenses for the reserve account compared to this year's budget, the bank statement's, this period's income statement and the current status of any civil action or claim submitted to arbitration or mediation in which the association is a party and making motion to approve the financials based on NRS. Gene Jones seconded the motion. All others present in favor, therefore motion carried.

OLD BUSINESS (*None at this time*)

NEW BUSINESS

- A. Meeting with Interstate Security Services- The Board met with Meegan from Interstate Security Services. The Board hired Interstate Security.*
- B. 2013 Audit renewal proposal w/contract from Bainbridge, Little & Co - The Board reviewed the proposal submitted by Bainbridge, Little & Co. David Haseltine motioned to approve the 2012 & 2013 audit. Gene Jones seconded the motion.*

RATIFICATION OF PRIOR ACTIONS (*None at this time*)

HOMEOWNER CORRESPONDENCE (*None at this time*)

HOMEOWNERS OPEN FORUM

NEXT MEETING DATE *(None at this time)*

ADJOURNMENT

There being no further business for the Board of Directors to address, David Haseltine motioned to adjourn the meeting at 6:20pm. Gene Jones seconded the motion.

RESPECTFULLY SUBMITTED,

Board member of Association

Date

EXHIBIT H

EXHIBIT H

**COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS OPEN SESSION**

April 9, 2014

DIRECTORS PRESENT: Gene Jones President
 David Haseltine Treasurer/ Secretary
 Bill Dickey Jr. Director

OTHERS PRESENT: Sherryl Baca Community Manager – CMS

Upon notice duly given in accordance with NRS.116, the Board of Directors of the Cottonwood on Alexander Homeowners Association met on **April 9, 2014** at Community Management & Sales located at 5631 S. Pecos Rd. Las Vegas, NV. 89120.

ESTABLISHMENT OF QUORUM/CALL TO ORDER

A quorum was present and the meeting was called to order at *5:30 P.M.*

HOMEOWNER OPEN FORUM

There were no homeowners present at this time.

APPROVAL OF MINUTES

The Board of Directors reviewed the Open Meeting minutes from **January 28, 2014** meeting. Gene Jones moved to approve the minutes as submitted. Bill Dickey Jr. seconded the motion. All others present in favor, motion carried.

APPROVAL OF FINANCIALS

I, David Haseltine, moved to acknowledge that we have fulfilled our duty as a Board to review the **December 2013 & January – February 2014** statements including a current reconciliation of the operating and reserve accounts, the actual revenues and expenses for the reserve account compared to this year's budget, the bank statement's, this period's income statement and the current status of any civil action or claim submitted to arbitration or mediation in which the association is a party and making motion to approve the financials based on NRS. Bill Dickey Jr. seconded the motion. All others present in favor, therefore motion carried.

OLD BUSINESS (*None at this time*)

NEW BUSINESS (*None at this time*)

RATIFICATION OF PRIOR ACTIONS

A. Gate Access Services- Repaired pedestrian gate- Not working

HOMEOWNER CORRESPONDENCE (*None at this time*)

HOMEOWNERS OPEN FORUM

NEXT MEETING DATE *(None at this time)*

ADJOURNMENT

There being no further business for the Board of Directors to address, Gene Jones motioned to adjourn the meeting at 6:00pm. Bill Dickey Jr. seconded the motion.

RESPECTFULLY SUBMITTED,

Board member of Association

Date

NRED 0170

EXHIBIT I

EXHIBIT I

**COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS OPEN SESSION
Monday, July 14, 2014**

DIRECTORS PRESENT: Gene Jones President
 Bill Dickey Jr. Director
DIRECTORS ABSENT: David Haseltine Treasurer/ Secretary

MANAGEMENT COMPANY: Sherryl Baca, SCM
 Community Management & Sales

Upon notice duly given in accordance with NRS.116, the board of directors of the Cottonwood on Alexander Homeowners Association met on **July 16, 2014** at Community Management & Sales located at 5631 S. Pecos Rd. Las Vegas, NV. 89120.

ESTABLISHMENT OF QUORUM/CALL TO ORDER

A quorum was present and the meeting was called to order at 6:21 P.M.

HOMEOWNER OPEN FORUM

There were no homeowners present at this time.

APPROVAL OF MINUTES

The board of directors reviewed the open meeting minutes from April 9, 2014 meeting. Gene Jones moved to approve the minutes as submitted. Bill Dickey Jr. seconded the motion. Motioned carried.

APPROVAL OF FINANCIALS

The board of directors has fulfilled its duty under NRS 116 to review the financials for March – May 2014. Gene Jones made a motion to approve the financials. Bill Dickey Jr. seconded the motion. Motion carried.

OLD BUSINESS

No old business at this time.

NEW BUSINESS

No new business at this time.

RATIFICATION OF PRIOR ACTIONS

Gene Jones to approve the prior ratifications of the installation of street sign, pedestrian gate being fixed, and the replacing of the upper gearbox at the entry gate. Bill Dickey Jr. seconded the motion. Motioned carried.

HOMEOWNER CORRESPONDENCE

No homeowners present at this time.

HOMEOWNERS OPEN FORUM

There was a discussion that the gas lighting throughout the community needs to be replaced.

NEXT MEETING DATE

TBD

ADJOURNMENT

There being no further business for the board of directors to address, Gene Jones motioned to adjourn the meeting at 6:30pm. Bill Dickey Jr. seconded the motion. Motioned carried.

RESPECTFULLY SUBMITTED,

Board member of Association

Date

EXHIBIT J

EXHIBIT J

**Cottonwood on Alexander Homeowners Association
Board of Directors Regular Meeting Minutes**

Community Management & Sales
5631 S. Pecos Road
Las Vegas, NV 89120
(702) 855-0455

Directors Present:

Gene Jones-President
Bill Dickey-Director (via phone)

Directors Absent:

David Haseltine- Secretary/Treasurer

Others Present:

Sherryl Baca, SCM Community Management & Sales

Upon notice duly given in accordance with Nevada Revised Statute (NRS) 116, the Board of Directors of the Cottonwood on Alexander Homeowners Association met on October 30, 2014 at 9:25 am at Community Management & Sales located at 5631 S. Pecos Road, Las Vegas, NV 89120.

I. Establish Quorum of the Board and Call Meeting to Order

A quorum was present and the meeting was called to order at 9:25 a.m.

II. Homeowners Forum for Agenda Items

This forum is devoted to comments from homeowners on agenda items only pursuant to Nevada Revised Statute (NRS) 116. To ensure everyone gets an opportunity to speak, comments may be limited to three minutes. No owner can give away their allotted time to expand another owner's time. Except in emergencies, no action will be taken upon a matter raised during this forum until the matter has been specifically included on a future agenda as an item upon which action may be taken.

There were no homeowners present at this time.

III. Board Member Resignation And Appointment

David Haseltine has resigned from the board. Raymond DelPino volunteered to fill the unexpired term of the vacant position. Motion by Bill Dickey, Jr. to appoint Raymond Delpino to the board. Motion was seconded by Gene Jones. Motion carried.

IV. Review and Approval of Board of Directors Regular Meeting Minutes:

The board of directors reviewed the open meeting minutes from July 14, 2014. Gene Jones moved to approve the minutes as submitted. Bill Dickey Jr. seconded the motion. Motioned carried.

V. Review and Approval of Financials:

The board of directors has fulfilled its duty under NRS 116 to review the financials for May thru September 2014. Gene Jones made a motion to approve the financials. Bill Dickey Jr. seconded the motion. Motion carried.

VI. Unfinished Business:

The board has reviewed and discussed the draft of December 2012 and 2013 audited financial statements. Gene Jones made a motion to approve the draft audited financial for December 2012 and 2013, Bill Dickey Jr. seconded the motion. Motion carried.

The board reviewed and discussed the 2015 budget and the Reserve Study. The board has determined that the landscape budget is too high for the quality of work by the current landscaper. Gene Jones made a motion to approve the 2015 budget and reserve study review; Bill Dickey Jr. seconded the motion. Motion carried.

Board discussion about 2015 budget determined that the landscaper needs to be terminated as they are not performing their duties. The board discussed having a person pick up the trash as the current landscaper is not doing this as they agreed. The common area always has broken glass and trash all over it resulting in an emergency as some one could be cut walking in the glass. The glass was all over the street and the landscaper failed to clean it up. Gene Jones made a motion to terminate landscape contract effective November 30, 2014 and to hire someone to keep the trash picked up in the common area. Bill Dickey Jr. seconded the motion. Motion carried.

VII. Homeowners Forum

This forum is devoted to comments from homeowners on general topics. To ensure everyone gets an opportunity to speak, comments may be limited to three minutes. No owner can give away their allotted time to expand another owner's time. Items discussed may be placed on future agenda at the discretion of the Board of Directors.

There were no homeowners present at this time.

VIII. Determine Next Meeting Date

The next meeting date will be scheduled via email to board members.

IX. Adjournment of Board of Directors Regular Meeting at 10:00 a.m.

There being no further business for the board of directors to address, Gene Jones motioned to adjourn the meeting at 10:00 am and Bill Dickey Jr. seconded the motion. Motioned carried.

Respectfully Submitted,

Accepted: _____
Board Member Date
Cottonwood at Alexander Homeowners Association

EXHIBIT K

EXHIBIT K



BAINBRIDGE, LITTLE & CO, LLP
Certified Public Accountants

July 16, 2014

To the Board of Directors
Cottonwood On Alexander
Homeowners Association
5631 S. Pecos Rd.
Las Vegas, NV 89120

Dear Board Members:

Enclosed please find the following:

1. A draft of the **December 2012** audited financial statements
2. Letter of Representations
3. Proposed adjusting journal entries

We have provided you a draft of the **December 2012** audited financial statements along with proposed adjusting journal entries for your review. We have also included the Letter of Representations. If you have any questions concerning this draft please contact us to discuss them before we finalize our report and finish all required procedures in connection with your audit. For your information, as required by Generally Accepted Auditing Standards, we must receive a signed representation letter from the Board of Directors and management before we can officially issue an opinion on the financial statements.

Sincerely,

BAINBRIDGE, LITTLE & CO, CPAs, LLP

Samuel J. Bainbridge, CPA
Partner

**LETTER OF REPRESENTATIONS FOR
COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION**

July 16, 2014

Bainbridge, Little & Co, CPAs, LLP
3620 N. Rancho Drive, Suite 106
Las Vegas, NV 89130

This letter of representations is provided in connection with your audit of the financial statements of Cottonwood On Alexander Homeowners Association, which comprise the balance sheet as of December 31, 2012, and the related statements of revenues, expenses, and changes in fund balance, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of July 16, 2014, the following representations made to you during your audit.

Financial Statements:

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, including our responsibility for the preparation and fair presentation of the financial statements.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal controls to prevent and detect fraud.
- 5) Any significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Any related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they will be posted to the Association's accounts.

Bainbridge, Little & Co, CPAs, LLP

July 16, 2014

Page 2

- 9) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 10) Any material concentrations have been properly disclosed in accordance with U.S. GAAP.
- 11) Any guarantees, whether written or oral, under which the Association is contingently liable, have been properly recorded or disclosed in accordance with U.S. GAAP.
- 12) Any transfers or designations of fund balance or interfund borrowings have been properly authorized and approved and have been properly recorded or disclosed in accordance with GAAP.
- 13) Any uncollectible interfund loans have been properly accounted for and disclosed in accordance with GAAP.
- 14) Any receivables recorded in the financial statements represent valid claims against debtors for assessments or other charges arising on or before the balance sheet date and have been reduced to their estimated net realizable value.

Information Provided:

15) We have provided you with:

- a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- b) Additional information that you have requested from us for the purpose of the audit.
- c) Unrestricted access to persons within the Association from whom you determined it necessary to obtain audit evidence.

16) All material transactions have been recorded in the accounting records and are reflected in the financial statements.

17) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of any fraud.

18) We have no knowledge of any fraud or suspected fraud that affects the Association and involves:

- a) Management,
- b) Employees who have significant roles in internal control, or
- c) Others where the fraud could have a material effect on the financial statements.

19) We have no knowledge of any allegations of fraud or suspected fraud affecting the Association's financial statements communicated by employees, former employees, regulators, or others.

20) We have disclosed to you all known instances, if any, of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.

21) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, and we have not consulted a lawyer concerning litigation, claims, or assessments.

- 22) We have disclosed to you the identity of the Association's related parties, if any, and all the related party relationships and transactions of which we are aware.
- 23) The Association has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 24) We acknowledge our responsibilities for presenting the required supplementary information (RSI) in accordance with U.S. GAAP. The RSI is measured and presented within prescribed guidelines, and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 25) We acknowledge our responsibility for presenting the revenues and expenses – budget and actual supplementary information in accordance with U.S. GAAP, and we believe this supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the revenues and expenses – budget and actual supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of this supplementary information.
- 26) The board of directors has reviewed all the Association's insurance coverage for the current year and believes it is adequate and meets the mandatory Nevada law requirements.
- 27) We acknowledge that it is the board of directors that is ultimately collecting funds for future major repairs and replacements in conformity with Cottonwood On Alexander Homeowners Association's policy to fund for those needs based on the latest reserve study conducted. The Board of Directors believes the funds will adequately provide for future major repairs and replacements.
- 28) If the Board of Directors elected to file tax form 1120, then the Association's allocation of expenses against membership and nonmembership income conforms with IRS rules, which require that the allocation be made "on a reasonable and consistently applied basis." We have adequately documented such allocations. However, if the Board of Directors elected to file tax form 1120-H, then the Association's allocation of expenses against exempt and nonexempt function income conforms with IRS rules, which require that the allocation be made "on a reasonable basis" and we have adequately documented such allocations.
- 29) We understand that the Board of Directors is responsible for the Association's choice of filing Form 1120 or Form 1120-H and the consequences thereof.

No events have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements. In addition, we have responded fully and truthfully to all inquiries made to us by you during your audit.

BOD Signature: _____ Title: _____

Management Signature: _____ Title: _____

EXHIBIT L

EXHIBIT L



Raymond P. Kondler, CPA
RKondler@kondlercpa.com

Nevada, New Jersey, California

June 5, 2017

To the Board of Directors and Management Representative of Cottonwood on Alexander Homeowners Association:

We have audited the financial statements of Cottonwood on Alexander Homeowners Association for the year ended December 31, 2014, and have issued our report thereon dated June 5, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 22, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Cottonwood on Alexander Homeowners Association are described in Note 3 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by the Association during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no sensitive estimates affecting the financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There are no sensitive disclosures affecting the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures

and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 5, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Association's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Association's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Supplementary Information Accompanying the Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Required Supplementary Information

With respect to the supplementary information required by the Financial Accounting Standards Board, we applied certain limited procedures to the information, including inquiring of management about their methods of preparing the information; comparing the information for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements; and obtaining certain representations from management, including about whether the required supplementary information is measured and presented in accordance with prescribed guidelines.

This information is intended solely for the use of the Board of Directors and management of Cottonwood on Alexander Homeowners Association and is not intended to be and should not be used by anyone other than those specified parties.

Very truly yours,


Kondler & Associates, CPAs

COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION
AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2014

NRED 0330

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**INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTARY INFORMATION**

SUPPLEMENTARY INFORMATION

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Statement of Revenues and Expenses - Budget vs Actual	8



Raymond P. Kondler, CPA
RKondler@kondlercpa.com

Nevada, New Jersey, California

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Members of
Cottonwood on Alexander Homeowners Association

We have audited the accompanying financial statements of Cottonwood on Alexander Homeowners Association, which comprise the balance sheet as of December 31, 2014 and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the related notes to the financial statements.

Report on the Financial Statements

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cottonwood on Alexander Homeowners Association as of December 31, 2014 and



Raymond P. Kondler, CPA
RKondler@kondlercpa.com

Nevada, New Jersey, California

the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Supplementary Information of Future Major Repairs and Replacements on page 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.


Kondler & Associates, CPAs

Las Vegas, Nevada
June 5, 2017

EXHIBIT E

EXHIBIT E

MURCHISON
& CUMMING LLP

350 South Rampart Boulevard
Suite 320
Las Vegas, NV 89145
702.360.3956 Phone
702.360.3957 Fax

www.murchisonlaw.com

Michael J. Nuñez
mnunez@murchisonlaw.com
702.216.3860 Direct Dial

December 13, 2018

VIA E-MAIL: sdwilliams@red.nv.gov

Samuel Williams
Commission Coordinator
State of Nevada – Department of Business and Industry
Real Estate Division

Re: Baca, Inc. adv. Chandra, Sharath
Insured: Baca, Inc.
Claim No.: K128727
Our File No: 42661

Dear Ms. Williams:

This office represents Sherryl Baca in the matter of:

Sharath Chandra, Administrator, Real Estate Division,

vs.

Sherryl Baca

Case No. 2017-1579 and 2018-136

This matter initially had a response date of October 24, 2018, but was extended to December 17, 2018. (See, Enclosed.) Enclosed is Ms. Baca's response.

To date, we have not received notice of an amended hearing date.

Thank you for your consideration.

Very truly yours,

MURCHISON & CUMMING, LLP

/s/ Michael J. Nuñez

Michael J. Nuñez

cc: Sherryl Baca
Thomas Giovinco

Enclosures

BRIAN SANDOVAL
Governor

STATE OF NEVADA



C.J. Manthe
Director

SHARATH CHANDRA
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
www.red.nv.gov

October 18, 2018

Michael J. Nunez
Murchison & Cumming, LLP
350 South Rampart Boulevard
Suite 320
Las Vegas, Nevada 89145

Certified No: 7017 1450 0000 8967 9538

Re: NRED v. SHERRYL BACA
Case No. 2017-1579 & 2018-136

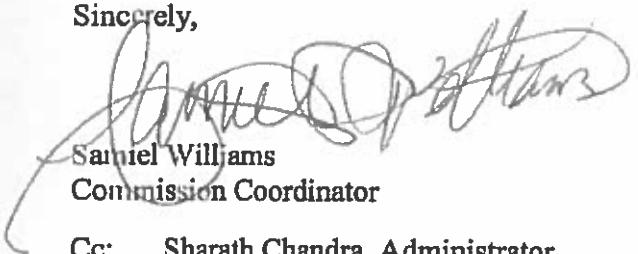
Mr. Nunez:

This is a formal notice to inform you that the Secretary of the Commission for Common-Interest Communities and Condominium Hotels has determined that your party's request for a continuance be granted. Senior Deputy Attorney General Michelle Briggs expects an answer to the complaint no later than December 17, 2018.

A Notice of Hearing with the exact date, time and location of the next scheduled Commission meeting will be mailed to your office no later than 30 days prior to the hearing date.

Should you have any questions regarding this matter, please do not hesitate to contact me at 702-486-4606, or via e-mail at sdwilliams@red.nv.gov if you have any questions.

Sincerely,


Samuel Williams
Commission Coordinator

Cc: Sharath Chandra, Administrator
Commissioners
Compliance
Asheesh Bhalla, Deputy Attorney General via electronic mail
Michelle Briggs, Senior Deputy Attorney General via electronic mail

EXHIBIT F

EXHIBIT F

Michael J. Nunez

From: Sherryl <sherryl.baca@cmslv.com>
Sent: Tuesday, March 12, 2019 3:49 PM
To: Michael J. Nunez
Subject: Transfer_Inventory_CTWpicked up 6.27.17.pdf
Attachments: Transfer_Inventory_CTWpicked up 6.27.17.pdf

Signed documents for pick up of cottonwood boxes

Sent from Sherryl's iPhone

EXHIBIT G

EXHIBIT G

Michael J. Nunez

From: Michelle D. Briggs <MBriggs@ag.nv.gov>
Sent: Wednesday, April 17, 2019 5:36 PM
To: Michael J. Nunez
Subject: Sherryl Baca / Cottonwood on Alexander

Hi Michael –

The investigator reviewed the boxes held by the new manager and could not find any signed board meeting minutes from 2014, 2015, and 2016. There are minutes from prior to 2014, so I will be amending the complaint to specify those years. Have you found anything contrary to that finding? Would that be disputed?

Thanks,

Michelle D. Briggs, Esq. | Senior Deputy Attorney General
555 E. Washington Ave, Ste 3900, Las Vegas, Nevada 89101
E: mbriggs@ag.nv.gov | T: 702-486-3809 | F: 702-486-3416



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EXHIBIT H

EXHIBIT H

Michael J. Nunez

From: Michael J. Nunez
Sent: Tuesday, May 07, 2019 12:00 PM
To: 'Michelle D. Briggs'
Cc: 'Sherryl'
Subject: RE: Sherryl Baca / Cottonwood on Alexander

I am trying to obtain the audio recordings of all of the minutes. It is my hope to have them transcribed and disclosed prior to the hearing.

MURCHISON & CUMMING

Michael J. Nunez 
Attorney at Law
MNunez@murchisonlaw.com

702.216.3860 Phone
702.360.3957 Fax

LOS ANGELES

IRVINE

SAN DIEGO

SAN FRANCISCO

LAS VEGAS

PALM SPRINGS

Tivoli Village
350 S. Rampart Blvd. Suite 320
Las Vegas
NV 89145
[View my vCard](#)
www.murchisonlaw.com

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From: Michelle D. Briggs <MBriggs@ag.nv.gov>
Sent: Thursday, May 02, 2019 12:18 PM
To: Michael J. Nunez <MJNunez@murchisonlaw.com>
Subject: FW: Sherryl Baca / Cottonwood on Alexander

Hi Michael,

I have not heard from you regarding this email. The amended complaint was filed with the Commission. Do you have any additional documents to use at the hearing?

Thanks,

Michelle D. Briggs, Esq. | Senior Deputy Attorney General
555 E. Washington Ave, Ste 3900, Las Vegas, Nevada 89101
E: mbriggs@ag.nv.gov | T: 702-486-3809 | F: 702-486-3416



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From: Michelle D. Briggs
Sent: Wednesday, April 17, 2019 5:36 PM
To: 'mnunez@murchisonlaw.com' <mnunez@murchisonlaw.com>
Subject: Sherryl Baca / Cottonwood on Alexander

Hi Michael –

The investigator reviewed the boxes held by the new manager and could not find any signed board meeting minutes from 2014, 2015, and 2016. There are minutes from prior to 2014, so I will be amending the complaint to specify those years. Have you found anything contrary to that finding? Would that be disputed?

Thanks,

Michelle D. Briggs, Esq. | Senior Deputy Attorney General
555 E. Washington Ave, Ste 3900, Las Vegas, Nevada 89101
E: mbriggs@ag.nv.gov | T: 702-486-3809 | F: 702-486-3416



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EXHIBIT I

EXHIBIT I

MURCHISON
& CUMMING, LLP

350 South Rampart Boulevard
Suite 320
Las Vegas, NV 89145
702.360.3956 Phone
702.360.3957 Fax

www.murchisonlaw.com

Michael J. Nuñez
mnunez@murchisonlaw.com
702.216.3860 Direct Dial

May 28, 2019

VIA E-MAIL: sdwilliams@red.nv.gov (correspondence only)
& hand delivery (correspondence, response and supporting exhibits x10)

Samuel Williams
Commission Coordinator
State of Nevada – Department of Business and Industry
Real Estate Division

Re: Baca, Inc. adv. Chandra, Sharath
Insured: Baca, Inc.
Claim No.: K128727
Our File No: 42661

Dear Ms. Williams:

This office represents Sherryl Bacca in the matter of:

Sharath Chandra, Administrator, Real Estate Division,
vs.
Sherryl Bacca
Case No. 2017-1579 and 2018-136

Enclosed are 10 copies of the Response to the Amended and Restated Complaint, dated April 30, 2019. The matter is presently set for hearing on the Commission's stacked calendar of June 4-6, 2019.

Respectfully, I am requesting a brief continuance of these dates (approximately 60 days) to allow Ms. Baca the opportunity to arrange to have witnesses appear on her behalf at the hearing. Specifically, Ms. Baca is attempting to locate and contact former Board Members to appear and testify on her behalf. The complaint deals with an Association that Ms. Baca no longer manages. As her management of this property commenced more than ten years and ended approximately two years ago, Ms. Baca has learned that one of the former Board Member is deceased. Some additional time is requested to locate others and arrange for their attendance.

Additionally, I will need to attend at the hearing of this matter. I am out of town on June 4, 2019 and Ms. Baca – who also needs to attend – is out of town on June 6, 2019.

Finally, if the matter can be continued, the possibility exists for some negotiations and/or resolution discussions with the Deputy Attorney General. Thank you for your consideration.

Very truly yours,

MURCHISON & CUMMING, LLP
/s/ Michael J. Nuñez
Michael J. Nuñez

cc: Sherryl Bacca and Thomas Giovinco

1 Michael J. Nuñez, Esq.
Nevada Bar No. 10703
2 mnunez@murchisonlaw.com
MURCHISON & CUMMING, LLP
3 350 South Rampart Boulevard, Suite 320
Las Vegas, Nevada 89145
4 Telephone: (702) 360-3956
Facsimile: (702) 360-3957
5 Attorneys for Respondent, Sherryl Baca

8 **BEFORE THE COMMISSION FOR COMMON-INTEREST**
9 **COMMUNITIES AND CONDOMINIUM HOTELS**
10 **STATE OF NEVADA**

11 Sharath Chandra, Administrator,
12 Real Estate Division, Department of
Business & Industry, State of Nevada,
13 Petitioner,
14 vs.
15 Sherryl Baca,
16 Respondent.

Case Nos. 2017-1579 and 2018-136

SUPPLEMENTAL BRIEF IN RESPONSE
TO AMENDED COMPLAINT; AFFIDAVIT
OF SHERYL BACA


18
19 COMES NOW Respondent, Sherryl Baca and provides this Supplemental Response
20 to the Division's Amended and Restated Complaint for Disciplinary Action. This Response
21 is based on the attached Memorandum of Points and Authorities, the Original Affidavit of
22
23
24
25

26 ///
27 ///
28 ///

1 Sherryl Baca, the supplemental Affidavit of Sherryl Baca, the documents attached
2 thereto, pursuant to NAC §116.575, and any oral testimony or argument to be offered at the
3 hearing of this matter.

4 DATED: May 28, 2019

5 **MURCHISON & CUMMING, LLP**

6
7 By: 

8 Michael J. Nuñez, Esq.
9 Nevada Bar No. 10703
10 350 South Rampart Boulevard, Suite 320
11 Las Vegas, Nevada 89145
12 Attorneys for Respondent, Sherryl Baca
13
14
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 **INTRODUCTION**

4 This is a continued hearing from the March 12, 2019 hearing before the Commission
5 on this matter. The Amended Complaint arises from Respondent's management of the
6 Cottonwood on Alexander Homeowners Association's ("Cottonwood") property between the
7 dates of November 2006 June 2017. An eleven year period.

8 No known complaints have been issued by any homeowner or Board Member of
9 Cottonwood during this eleven year period. Evidence and testimony was offered at the
10 March hearing that Ms. Baca benefitted and improved the property and left Cottonwood a
11 better place than she found it. This has not been refuted or questioned.

12 The Senior Deputy Attorney General's ("DAG") persecution of Respondent has been
13 ongoing and somewhat of a moving target, i.e., initially commencing as an audit notification
14 regarding reserve funding, then seemingly transitioning into an issue with management
15 agreements, then veering into an inquiry regarding check signing authority, returning to an
16 issue with management agreements, and lastly at the March 2019 hearing introducing a
17 claim of unsigned minutes during HOA Board Meeting – the meetings at which Respondent
18 Baca personally attended over her eleven year tenure. (The April 30, 2019 Amended
19 Complaint includes this latest iteration of charges.) Respondent has done her best to
20 respond to and comply with the DAG's positions and requests and expressly denies any
21 charge of non-compliance. Somewhat complicating this process is the fact that Respondent
22 does not manage Cottonwood any longer and all records were turned over to the new
23 property manager. Thus, this Amended Complaint **address no ongoing issues**, but only
24 issues 2 to 13 years in the past.

25 At the Commissioner's request, Respondent has obtained what records she has
26 retained of the minutes and that is the actual audio recording of the minutes (transcribed
27 and attached hereto.) These minutes are offered in further support of Respondent's position
28 that she did not knowingly or substantively violate any provisions of the NRS or NAC

1 regarding Common Interest Community Management. Specifically, to the extent the new
2 claim is the minutes were not signed – in support of any claim or inference that the meetings
3 did not occur – the actual transcriptions are provided which provide a verbatim recital of the
4 proceedings of the meeting. There can be no dispute that the meetings occurred, over the
5 course of eleven years, and that normal and authorized activities occurred at each of these
6 meetings.

7 Respectfully, and acknowledging that the Rules and Regulations of the Real Estate
8 Commission are valid, important and enforceable by the Commission, the alleged infractions
9 against Respondent in this matter are minor and harmless in nature. (This was readily
10 observed by Respondent at the March hearing at which the Commission heard and handled
11 matters of far greater public harm involving criminal and quasi-criminal activity, including
12 fraud, conversion and theft of Community monies and property.) Over the course of eleven
13 years Respondent did not misappropriate a penny of Cottonwood's money (this is not even
14 alleged) and Respondent improved the community by reducing delinquent assessments and
15 improving the property (this fact is not questioned or challenged by the DAG.)

16 Respondent respectfully requests that the Commission weight the merits of this
17 matter and in the interest of equity take no disciplinary action in this matter, including
18 suspension or fines. Respondent has learned a lesson and in that regard the mission of the
19 Commission has been served. Respondent has no objection to any advisory opinions or
20 class / education recommendations.

21

II.

22

RESPONSE TO ALLEGATIONS OF AMENDED COMPLAINT

23

The following allegations of the Amended Complaint are admitted: 1, 2, 6, 17, 19

24

The following allegations are denied for the following reasons:

25

26

¶3 – Audits were offered at the March 2019 hearing demonstrating that there were
no issues or problems with the reserves.

27

¶4 – Denied based on lack of information and belief.

28

1 ¶5 – Denied based on lack of information and belief. Moreover, this paragraph is
2 suggestive of the fact that the DAG altered the focus of the investigation from one of reserve
3 audits to management agreement.

4 ¶7 – Denied based on lack of information and belief.

5 ¶8 – Denied based on lack of information and belief. Moreover, the management
6 agreements that Respondent has maintained were submitted at the March hearing.

7 ¶9 – Denied. The management agreements that Respondent has maintained were
8 submitted at the March hearing.

9 ¶10 – Denied. Respondent has not impeded any investigation.

10 ¶11 – Denied based on lack of information and belief.

11 ¶12 – Denied. At least two management agreements were provided to the
12 Commission at the March 2019 hearing.

13 ¶13 – Respondent dual signed checks on behalf of Cottonwood with the full
14 knowledge, consent and appreciation of the Board. (See, Affidavit of Baca at ¶26.) The
15 exact number cannot be confirmed.

16 ¶14 – Denied. Respondent had the authority to sign checks on behalf of Cottonwood.

17 ¶15 – Denied based on lack of information and belief. Minute transcripts and audits
18 produced demonstrate that Cottonwood's finances were compliant and passed all audits.

19 ¶16 – Denied based on lack of information and belief. Board meeting did occur and
20 normal business was conducted. Respondent attended them all. Audio transcripts are
21 attached hereto as **Exhibit A**.

22 ¶18 – Denied based on lack of information and belief.

23 ¶20 – Denied based on objections. Incomplete recitation of the contract. Document
24 speaks for itself. Calls for legal conclusion. Course and dealings of parties support valid
25 and enforceable contract¹ (which issue was raised and heard at the March 2019 hearing.)

26
27
28 ¹ § 1-303. Course of Performance, Course of Dealing, and Usage of Trade.

1 ¶21 – Denied based on objections. Not a factual recitation. Conclusion of law.

2 Respondent denies violations of law 1-12.

3 III.

4 **RESPONDENT HAS FULLFILLED ALL FIDUCIARY RESPONSIBILITIES AND**
5 **REQUESTS THAT NO DISCIPLINE OR SANCTIONS BE IMPOSED**

6 A. **There is no Evidence That Respondent Has Violated Her Fiduciary Duties**

7 It is well settled that a community manager shall comply with the standards of practice
8 set forth in NRS §116A.630 and NAC §116A.320

9 In addition to any additional standards of practice for community managers adopted
10 by the Commission by regulation pursuant to NRS §116A.400, pursuant to NRS §116A.630
11 a community manager shall:

12
13 1. Except as otherwise provided by specific statute, at all times:

14 (a) Act as a fiduciary in any client relationship; and

15 (b) Exercise ordinary and reasonable care in the performance of duties.

16
17 (a) A "course of performance" is a sequence of conduct between the parties to a
18 particular transaction that exists if: (1) the agreement of the parties with respect to the
19 transaction involves repeated occasions for performance by a party; and (2) the other party,
with knowledge of the nature of the performance and opportunity for objection to it, accepts
the performance or acquiesces in it without objection.

20 (b) A "course of dealing" is a sequence of conduct concerning previous transactions
21 between the parties to a particular transaction that is fairly to be regarded as establishing a
22 common basis of understanding for interpreting their expressions and other conduct.

23 * * * * *

24 (e) Except as otherwise provided in subsection (f), the express terms of an agreement
25 and any applicable course of performance, course of dealing, or usage of trade must be
26 construed whenever reasonable as consistent with each other. If such a construction is
27 unreasonable: (1) express terms prevail over course of performance, course of dealing, and
usage of trade; (2) course of performance prevails over course of dealing and usage of
trade; and (3) course of dealing prevails over usage of trade.

28 (f) Subject to Section 2-209, a course of performance is relevant to show a waiver or
modification of any term inconsistent with the course of performance.

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2. Comply with all applicable:
- (a) Federal, state and local laws, regulations and ordinances; and
 - (b) Lawful provisions of the governing documents of each client.

In this case, based on the original and supplemental affidavits submitted in response to this Amended Complaint, Responded has conclusively demonstrated that at all times she has acted in good faith and has protected and benefitted the operations and management of Cottonwood.

Subsection (6) of NRS §116A.630 further provides that at all times a community manager must ensure that:

- (a) The financial transactions of a client are current, accurate and properly documented; and
- (b) There are established policies and procedures that are designed to provide reasonable assurances in the reliability of the financial reporting, including, without limitation:
 - (1) Proper maintenance of accounting records;
 - (2) Documentation of the authorization for any purchase orders, expenditures or disbursements;
 - (3) Verification of the integrity of the data used in business decisions;
 - (4) Facilitation of fraud detection and prevention; and
 - (5) Compliance with all applicable laws and regulations governing financial records.

There can be no dispute that in this case, during her eleven year tenure, Respondent, duly and faithfully executed all of her fiduciary responsibilities on behalf of Cottonwood, including protecting, preserving and managing its financial transactions.

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In the History of NRS §116A.630 the Legislatures comments are as follows:

Section 19.5 of this Bill Dickey sets forth the responsibilities and duties of a community manager, incorporates into statute many of the existing provisions of the Nevada Administrative Code and adds certain new responsibilities and duties. (NAC 116.300) Section 19.5 also provides that a community manager acts as a fiduciary at all times and must exercise *ordinary and reasonable care* in performing his duties. 2009 Nev. ALS 485, 2009 Nev. Stat. 485, 2009 Nev. Ch. 485, 2009 Nev. AB 350, 2009 Nev. ALS 485, 2009 Nev. Stat. 485, 2009 Nev. Ch. 485, 2009 Nev. AB 350.

By application of the "ordinary and reasonable care standard" there can be no dispute that Respondent met this standard in her management of Cottonwood and no basis or grounds presently exists for the imposition of sanctions or fines. Repeatedly during the March hearing the DAG's only response to Respondent's testimony and evidence in support of her professional and diligent management of the property was – not that she failed or harmed Cottonwood in some measureable way – but that Respondent "should have known better." This is not a standard ever promulgated by the Legislature, in statute or legislative history, and is not a standard the Commission should adopt in sanctioning or fining demonstrably effective managers.

B. The Commissions Actions Should Be Measured and Appropriate

Pursuant to NRS §116A.400:

3. The Division may investigate any community manager who holds a certificate to ensure that the community manager is complying with the provisions of this chapter and chapters 116 and 116B of NRS and any additional standards of practice adopted by the Commission.

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4. In addition to any other remedy or penalty, if the Commission or a hearing panel, after notice and hearing, finds that a community manager who holds a certificate has violated any provision of this chapter or chapter 116 or 116B of NRS or any of the additional standards of practice adopted by the Commission, the Commission or the hearing panel may take *appropriate* disciplinary action against the community manager.

The Nevada Administrative Code at §116A.355 defines the conduct providing grounds for discipline or sanctions:

1. A community manager is subject to disciplinary action if the community manager:

- (a) Commits any of the following:
 - (1) Unprofessional conduct;
 - (2) Professional incompetence;
 - (3) Negligence or gross negligence; or
 - (4) A felony or any offense involving moral turpitude; or

2. A community manager commits an act of unprofessional conduct if the community manager:

- (a) Violates the provisions of:
 - (1) An order of the Commission;
 - (2) An agreement with the Division; or
 - (3) This chapter, chapter 116 of NAC or chapter 116 or 116A of NRS;
- (b) Fails to disclose to a client any material fact or other information that he or she knows or, in the exercise of reasonable care or diligence, should have

- 1 known, which concerns or relates to the common-interest community and
2 which is of customary or express interest to the client;
- 3 (c) Engages in deceitful, fraudulent or dishonest conduct, including, without
4 limitation, knowingly communicating false, misleading or fraudulent
5 information to a client;
- 6 (d) Before obtaining a certificate, temporary certificate or permit, committed
7 an act which was in fact unknown to the Division at the time it issued the
8 certificate, temporary certificate or permit and which would have been grounds
9 for denial of a certificate, temporary certificate or permit had the Division been
10 aware of the conduct;
- 11 (e) Obtains a certificate, temporary certificate or permit by fraud or deceit or
12 by concealing a material fact from the Division, including, without limitation,
13 making a false statement of material fact on the application for the certificate,
14 temporary certificate or permit;
- 15 (f) Fails to cooperate with the Division in the investigation of a complaint,
16 including, without limitation, failure to produce any document, book or record
17 in the possession or control of the community manager after the Division
18 requests the production of such document, book or record in the course of an
19 investigation of a complaint;
- 20 (g) Fails to perform impartially and consistently an activity that is lawful and
21 properly authorized on behalf of a client or fails to perform a duty or obligation
22 owed to a client because of the age, race, color, religion, national origin,
23 disability, marital status, familial status, sex or ethnicity of any person,
24 including, without limitation, a member of the executive board, an officer of the
25 association, a unit's owner, a tenant of the common-interest community or a
26 visitor of the common-interest community;
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- 1 (h) Fails to account for or remit money in his or her possession that belongs
- 2 to another within a reasonable time of a request for an accounting or
- 3 remittance of such money by the owner; or
- 4 (i) Exceeds the authority granted to him or her by the client.
- 5 3. A community manager commits an act of professional incompetence if,
- 6 without limitation, the community manager:
- 7 (a) Demonstrates a significant lack of ability, knowledge or fitness to perform
- 8 a duty or obligation owed to a client; or
- 9 (b) Fails to exercise reasonable skill and care with respect to a duty or
- 10 obligation owed to a client.
- 11 4. In determining whether a community manager has committed
- 12 unprofessional conduct or professional incompetence, the Commission and
- 13 the Administrator may consider, without limitation, whether the community
- 14 manager has:
- 15 (a) Done his or her utmost to protect the public against fraud,
- 16 misrepresentation or unethical practices related to the business affairs of the
- 17 client;
- 18 (b) Acquired the knowledge of all pertinent facts concerning a client;
- 19 (c) Provided or attempted to provide to a client services concerning a type of
- 20 property or service:
- 21 (1) That is outside his or her field of experience or competence without the
- 22 assistance of a qualified authority unless the fact of his or her inexperience or
- 23 incompetence is disclosed fully to the client and is not otherwise prohibited by
- 24 law; or
- 25 (2) For which he or she is not properly licensed;
- 26 (d) Complied with the disclosure requirement of NAC 116A.330;
- 27 (e) Complied with the applicable governing documents, policies and
- 28 procedures of the client;

1 (f) Kept informed of current statutes and regulations relating to common-
2 interest communities and relating to other areas in which he or she attempts
3 to provide guidance;

4 (g) Acted in the best interest of the client;

5 (h) Ensured that each management agreement is in writing and that each
6 member of the executive board has received a copy of the management
7 agreement;

8 (i) Obtained all changes of contractual terms in writing and has ensured that
9 such changes are signed or initialed by the parties concerned;

10 (j) Acquired knowledge of all material facts that are reasonably ascertainable
11 and are of customary or express concern to a client and has conveyed that
12 knowledge to the client; or

13 (k) Failed to supervise a provisional community manager or employee.
14

15 The allegations of the Amended Complaint do not fall squarely within any of these
16 delineated prohibited acts and tangible harm to Cottonwood – a property that Respondent
17 no longer manages – can never be shown.

18 Respondent is a sole business owner with a small number of employees. Community
19 management is the sole basis of her support. The imposition of any sanctions or fines would
20 impose a hardship, if not ruinous, of her business and her employees that rely upon her.
21 Suspension of any license or the imposition of onerous monetary fines would not be an
22 appropriate remedy for the violations raised in this matter.

23 In the case of Real Estate Div., Dep't of Commerce v. Jones, 98 Nev. 260; 645 P.2d
24 1371 (1982) the Supreme Court determined that sanctions and fines were inappropriate in
25 cases involving inadvertence and violations that were more technical in nature than those
26 that harmed the community or public. In Jones, a real estate agent presented a purchase
27 offer and a photocopy of an earnest check to the sellers. The offer and acceptance
28 agreement required the check's deposit into escrow prior to closing, but appellant agent

1 inadvertently took the check on vacation. The deal fell through and the earnest money was
2 returned. The sellers filed a complaint with the commission, which revoked the licenses of
3 appellants and appellee agent. The trial court reversed the revocation of appellee agent and
4 remanded the case for further consideration of appellants' case. The commission then
5 imposed a suspension of appellants' licenses, which the district court affirmed. The court
6 affirmed the ruling as to appellee agent, but reversed the ruling as to appellants, holding that
7 there was no substantial evidence that appellant agent fraudulently misrepresented the
8 existence of the earnest money. The record showed that the check existed, and the agent's
9 single inadvertent mistake did amount to negligence, justifying suspension.

10 In affirming the decision that the facts of the case provided no grounds for suspension
11 the Court stated:

12
13 It is true, of course, that Vickie Jones may have violated the literal terms of
14 NRS 645.310(2) by taking her briefcase containing the earnest money check
15 on the ten-day family vacation. It is unrefuted on the record, however, that the
16 retention of the check by Mrs. Jones was inadvertent. Such human frailty, in
17 the context of the single incident here presented, did not, therefore, rise to the
18 level of perfidy, incompetence or negligence which would justify the imposition
19 of either a revocation or suspension of her license. *Real Estate Div., Dep't of*
20 *Commerce v. Jones, 98 Nev. 260, 265, 645 P.2d 1371, 1373-1374, 1982 Nev.*
21 *LEXIS 445, *9*

22
23 Under the facts and evidence of this case, no basis exists for inadvertent or technical
24 violations asserted herein. Specifically, any violations claimed herein were inadvertent. Any
25 violations harmed no persons or entities and the parties certainly operated for eleven years
26 unaware and unaffected by any alleged violations.

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1 **C. Guidelines of the National Real Estate Division Support Leniency Under the**
2 **Facts of this Case**

3 The National Real Estate Association ("NREA") has published guidelines and
4 standards for regulation and disciplinary actions against professionals. The NREA does not
5 recommend specific discipline for certain offenses, or for violations of particular Articles of
6 the Code in deference to the wisdom and autonomy of Hearing Panels privy to the details of
7 complaints coming before them. In recognition of the fact that no two complaints are
8 identical; and in view of the fact that the details of each hearing, including the experience of
9 respondents, their history of prior violations, and mitigating or extenuating circumstances,
10 may all come into play in determining an appropriate penalty, the NREA has offered the
11 following key points to be considered with respect to discipline:

- 12
- 13 • Discipline should be commensurate with the offense. Unintentional or
14 inadvertent violations should result in penalties designed to educate
15 respondents as to the conduct expected of them as REALTORS®.
16 Conversely, if a REALTOR® intentionally violates the Code, for example to
17 realize an economic gain, a more severe sanction would be appropriate. Only
18 authorized forms of discipline may be utilized. (Revised 11/13)
 - 19 • Discipline should be progressive. The disciplinary emphasis on violations by
20 new members or by longstanding members with no history of unethical
21 conduct should be primarily educational. Repeated or subsequent violations
22 should be addressed with more serious forms of discipline including
23 substantial fines, suspension, and termination of membership.
 - 24 • A "gray area" can exist with respect to "first time violations" that are clearly
25 not the result of ignorance or mistake but rather demonstrate flagrant disregard
26 for the Code's obligations. While the educational aspect of Code enforcement
27 cannot be disregarded, the fact that the Code exists to protect the public must
28 also be seriously considered in determining commensurate discipline.

1 • Mitigating or extenuating circumstances should be considered in determining
2 appropriate discipline. The fact that a respondent recognized or acknowledged
3 inappropriate or unethical conduct, or took steps to remediate or minimize
4 harm or injury that may have resulted from the respondent's conduct, should
5 be considered in determining appropriate discipline.

6 • Respondents' records of earlier violations (or, conversely, the fact that they
7 have not violated the Code in the past) can be considered in determining
8 appropriate discipline. Hearing Panels cannot consider past violations in
9 deciding whether the conduct currently complained of violated the Code.
10 *National Association of Realtors, Code of Ethics & Arbitration Manual.*

11
12 Crafting appropriate, meaningful discipline can challenge panels that have concluded
13 that the Code has been violated. The above key points are offered as guidance in crafting
14 an appropriate remedy under the facts of this case.

15 **D. Respondent Has Not Been Notified of Any Express Complaints By**
16 **Homeowners**

17 NAC §116A.350 addressing Allegations of misconduct; submission of complaint;
18 investigation and report; action by Administrator; appeal, provides as follows:

19
20 1. If a person who alleges that a community manager is guilty of misconduct
21 sends the allegations of misconduct in writing to the community manager in an
22 attempt to resolve the issue without filing a complaint with the Division, the
23 community manager shall, in good faith, acknowledge and respond in writing
24 to the person making the allegations within 12 working days after he or she
25 receives the allegations.

26 2. A complaint about a community manager must:

27 (a) Be submitted to the Division on a form provided by the Division;

28 (b) Be signed by the person submitting the complaint; and

- 1 (c) Include, without limitation:
- 2 (1) The identity of the community manager who is alleged to have violated a
- 3 provision of this chapter or chapter 116 of NRS, and the nature of the alleged
- 4 violation;
- 5 (2) All evidence supporting the allegations, including, without limitation, as
- 6 appropriate, corroborating statements by other persons or specific information
- 7 as to persons who may be contacted to provide such corroboration;
- 8 (3) The name, address and telephone number of the person submitting the
- 9 complaint;
- 10 (4) Documents that evidence an attempt by the person submitting the
- 11 complaint to resolve the issue with the executive board or the community
- 12 manager, including, without limitation, any written response of the executive
- 13 board or the community manager to the allegations of the person submitting
- 14 the complaint; and
- 15 (5) If filed by a tenant of a unit's owner, ratification of the complaint by the
- 16 unit's owner without the use of a power of attorney by the tenant.
- 17 3. Upon receipt of a complaint that complies with subsection 2, the Division
- 18 shall forward the complaint to an investigator. The investigator:
- 19 (a) Shall send a copy of the complaint to the community manager and the
- 20 executive board of any association which relates to the subject of the
- 21 complaint;
- 22 (b) Within 12 working days after the receipt of the allegations, shall attempt to
- 23 obtain a response in writing from the person who is the subject of the
- 24 complaint;
- 25 (c) May make such inquiries and investigation into matters relating to the
- 26 allegations in the complaint as the investigator deems appropriate; and
- 27 (d) Shall submit to the Administrator a written report that summarizes the
- 28 findings and conclusions of the investigator.

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4. Upon review of the written report of the investigator, if the Administrator determines that grounds for disciplinary action against the community manager exist, the Administrator may take one or more of the following actions as he or she deems appropriate:

- (a) Issue a letter of censure to the community manager who is the subject of the complaint;
- (b) Levy an administrative fine of:
 - (1) For the first offense, not more than \$ 1,000; and
 - (2) For the second offense, not more than \$ 5,000;
- (c) Require the community manager to obtain additional education relating to the management of a common-interest community;
- (d) Refer the matter to the Commission;
- (e) Refer the matter to the Real Estate Commission; or
- (f) Refer the matter to the Attorney General of this State.

5. The Administrator may initiate an investigation, audit or inspection of the records of any community manager or any person who performs the duties of a community manager in this State.

6. Any action taken by the Administrator pursuant to subsection 4 may be appealed by the community manager upon written request to the Commission within 30 days after the Administrator takes such action.

7. As used in this section, "investigator" means a person whom the Division deems to be impartial and qualified with respect to the matter in a complaint and who is designated by the Division to investigate a complaint pursuant to this section.

As set forth in her original affidavit, Respondent has never received a Complaint from and homeowner or board member at Cottonwood.


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IV.
CONCLUSION

For all the foregoing reasons set forth herein and above, Respondent respectfully requests that no disciplinary actions be taken against her including the imposition of any suspension, revocations or fines.

DATED: May 28, 2019

MURCHISON & CUMMING, LLP

By. 

Michael J. Nuñez
Attorneys for Respondent, Sherryl Baca

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AFFIDAVIT OF SHERRYL BACA

STATE OF NEVADA }
COUNTY OF CLARK } ss.

I, Sherryl Baca being first duly sworn, depose and say:

I am over the age of 18. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

1. I am a licensed / permitted Property Manager / Community Manager and was licensed / permitted at all times during my company's management of the property of the Cottonwood on Alexander Homeowners Association ("Cottonwood.") I have also held a Nevada Real Estate License since 1989.

2. I have owned and operated Community Management and Sales ("CMS") since 2001

3. In my professional career I have successfully managed over 100 properties for various HOAs in Clark County.

4. I have never before had or experienced complaints similar to the ones that are being directed against CMS by the instant complaint. (Case No. 2017-1579 & 2018-136.)

5. Prior to the initiation of the Complaint and Amended Complaint in this matter I have never received complaints from any homeowner or Board Member of Cottonwood regarding my services or actions under the management contract.

6. During the approximate 11 year period CMS provided professional services for Cottonwood, I had a good and professional relationship with the Board of Directors. At no point in time have I received notice from the Board Members of Cottonwood that CMS has breached its management agreement or has violated any fiduciary duties owed to the HOA.

1 7. At no time during the approximate 10 year period CMS provided professional
2 services for Cottonwood have I ever breached the management agreement or violated any
3 fiduciary duties owed to the HOA.

4 8. On July 1, 2017, Performance CAM took over management of Cottonwood and
5 all files and documents were turned over to that company, including management contracts
6 that are sought by the instant investigation. Pursuant to Article IV, Section 5 of the
7 management agreement these records are the property of Cottonwood and CMS was
8 obligated to turn them over.

9 9. During my management of Cottonwood I personally attended all Board meetings.
10 At these meetings I recall that the minutes were typically signed at the board meetings
11 immediately following approval of minutes. During the meetings, and following approval of
12 board minutes which approval is reflected in on the audio recorded minutes, I recall that the
13 minutes would be signed. I personally recall witnessing Board Members sign the minutes at
14 the Board meetings.

15 10. I've no information or understanding as to why the new management company
16 appears to have misplaced the signed minutes.

17 11. Attached hereto are the transcribed minutes or Board Meetings that I attended.
18 I do recall minutes being signed at these meetings. The following recitals are from the audio
19 recording and from my personal recollection. The minutes reflect nothing but normal and
20 standard management of Cottonwood.

21 12. I was present at the Cottonwood on Alexander annual election meeting for 2011
22 Annual. At this meeting three board members were present, but no homeowners. A CMS
23 volunteer was present to open the ballots. Minutes from 2010 annual meeting were approved,
24 which means they were signed. David Hazeltine and Bill Dickey were the two new elected
25 board members. No board members raised any question or objection to my services on behalf
26 of the HOA or questioned or suggested that I did not have a valid and enforceable management
27 agreement with the HOA.

28

1 13. I was present at the Cottonwood on Alexander HOA meeting on 10/11/11. Three
2 board members were present and Aretha Jones. Minutes from the prior meeting were
3 approved, which means they were signed. Financials were reviewed and David Hazeltine
4 reviewed same with nothing to bring up. The Board approved the financials subject to audit.
5 There was no new business. Les Miller was present to discuss lighting. He proposed a new
6 fixture with glass that would be solar, but I suggested plexi-glass to prevent kids from breaking
7 them with rocks. Les Miller added that the only maintenance would be to change the batteries
8 once a year. This was compared to the cost of putting in all electrical lines and power meters
9 and to replace the gas lamps. There was discussion about putting the same solar lights along
10 the pedestrian path also. The Board agreed to meet with Les Miller on the 17th at 10:30 to
11 walk the pedestrian path to see how many lights were needed. Les Miller discusses a KBAR
12 unit to help save electricity and I suggest using one on the pool. The cost for the unit and
13 installation was discussed as being approximately \$500. The Board agreed to install a unit for
14 the pool. Next business discussed was the completed audit and no anomalies were found.
15 Next business discussed was the 2012 budget. I suggested keeping assessments the same
16 in light of the economy, and David Hazeltine agreed. The budget was approved by board. I
17 brought up having a hearing committee. This was discussed with the board and they decide
18 to table it for now. I brought up issues with the towing company, which moved into a discussion
19 on rental properties and dual families living in them. I stated the issue was we did have a copy
20 of the lease agreements in order to know who was supposed to live in the home. Items that
21 needed to be ratified were discussed including emergency calls on exit gate malfunctioning,
22 signs for Peach Tree and a new loop detector on the gate. The Board approved these matters.
23 I moved to not discuss this in an open session. No board member raised any question or
24 objection to my services on behalf of the HOA or questioned or suggested that I did not have
25 a valid and enforceable management agreement with the HOA.

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1 14. I was present at the Cottonwood on Alexander HOA meeting on 5/09/12.
2 Homeowner Aretha Jones was present for this meeting, as well as board members Gene
3 Jones, Bill Dickey and David Hazeltine. Minutes from the prior meeting were approved, which
4 means they were signed. David Hazeltine reviewed the financials and was happy to see they
5 were under expenses, and that the HOA had a little bit of breathing room. Financials were
6 approved subject to audit. Next item discussed was the repair of the main pedestrian gate at
7 a cost of \$234.00. This was approved. There was discussion on whether it should remain
8 open at certain times, such as when kids were coming home from school. Next item discussed
9 was maintenance of the community. Gene Jones stated it was to be done once a month, but
10 I told him it was as needed. Gene Jones stated some guest parking signs are fading, and I
11 told him we could do a onceover together. He agreed. Next item discussed was to ratify
12 action already taken: \$106.25 to repair entry gate handle that wasn't closing, \$100.00 to repair
13 the pull handle gate, \$179.47 for Desert Lighting to remantle the gas lamps, and \$179.73 to
14 have Sun Devil Pools replace the bulbs in the swimming pool and spa. I motioned payment
15 be made of \$106.25 to Gate Access Services for fixing a couple of locks. David Hazeltine
16 stated the pool signs were re-hung by Sun Devil but one has fallen down. There were no
17 homeowner correspondence. The forum was opened but Aretha Jones did not anything to
18 say. The meeting was adjourned. No board member raised any question or objection to my
19 services on behalf of the HOA or questioned or suggested that I did not have a valid and
20 enforceable management agreement with the HOA.

21 15. I was present at the Cottonwood on Alexander HOA meeting on 7/18/12.
22 Board members Gene Jones, Bill Dickey and David Hazeltine were present. No
23 homeowners were present. Minutes from the prior meeting were approved, which means
24 they were signed. David Hazeltine reviewed the financials and stated income was declining
25 but we still should be in good shape. The financials were approved. There was no old
26 business. New business was a courtesy bid from a vendor to spray the pool area for bugs.
27 The boards agreed to have the pool area sprayed but with the exception of December,
28

1 January and February. This amounted to 9 month contract for \$400. The next business
2 discussed was replacing the pool storage room lock at \$177.72. The board was in favor of
3 replacing. The next item discussed was to ratify work already done: 50 gate cards at \$9
4 each, \$170 to repair the lock on a pedestrian gate, \$234 to repair damaged latch and \$75
5 to repair a stop sign. The board approved these items. Homeowner correspondence from
6 3679 Starry Beach was reviewed. I informed the board that these tenants and they needed
7 to bring their complaints to the owner. The boarded agrees and offered to send a letter
8 informing the tenants. David Hazeltine stated that the pool was closed for 2 days and was
9 wondering why. I didn't know why but thought it may be due to a chemical thing. David
10 Hazeltine suggested we add a note in the newsletter informing people it may be closed
11 from time to time during the summer for maintenance. Gene Jones added we forgot to put
12 up the no fireworks sign this year, but the guard took care of it. Gene Jones asked if Cathy
13 was contact for afterhours emergencies. I informed him she was but I was also available
14 day or night. Bill Dickey suggested having the gate open during certain hours of the day. I
15 told him the gate is a perceived amenity and since it doesn't provide security. However, it
16 had to be closed at all times and operational. No board member raised any question or
17 objection to my services on behalf of the HOA or questioned or suggested that I did not
18 have a valid and enforceable management agreement with the HOA.

19 16. I was present at the Cottonwood on Alexander HOA meeting on 9/26/12.
20 Board members Bill Dickey and David Hazeltine were present. No homeowners were
21 present. Amy Wright was present from community management. The minutes from the prior
22 meeting were approved, which means they were signed. David Hazeltine stated the
23 financials looked good and the financials were approved. There was no old business. New
24 business discussed was the audit which will cost \$1700. A motion was approved to have
25 Bainbridge do the audit. Next business discussed was the replacement of the pool and spa
26 heater at a cost of \$3446. The board approved this expense. The Board agrees to close the
27 pool and spa during the winter. I brought up items that needed to be ratified, since they were

28

1 actions that were automatically taken: \$255 service call for the entry gate, \$1450 telephone
2 entry replacement, \$174 replaced latch on pedestrian gate and \$350 for pool motor. The
3 board approved these expenses. No board member raised any question or objection to my
4 services on behalf of the HOA or questioned or suggested that I did not have a valid and
5 enforceable management agreement with the HOA.

6 17. I was present at the Cottonwood on Alexander HOA meeting on 10/31/12. All
7 three board members were present. No homeowners were present. Minutes from prior
8 meeting were approved, which means they were signed. David Hazeltine reviewed the
9 financials and did not see any problems with them. The board approved the minutes. New
10 business discussed was the 2013 proposed budget and reserve study. David Hazeltine did
11 not see any issues with the new budget, but added he just would like to increase
12 assessments by \$4 a month to cover the new security costs. The board approved this raise.
13 The next item discussed was the 2013 collection policy. The board approved. The Board
14 approved Norton Consulting (security) increase. I requested ratification of couple prior
15 actions: replacing upper gear box and arm kit at master gate and diatomaceous earth filter
16 at pool. The board approved. No board member raised any question or objection to my
17 services on behalf of the HOA or questioned or suggested that I did not have a valid and
18 enforceable management agreement with the HOA.

19 18. I was present at the Cottonwood on Alexander election meeting on 5/06/13.
20 No homeowners were present. Minutes meeting from 2012 meeting were approved, which
21 means they were signed. Election results were discussed and David Hazeltine and Bill
22 Dickey were elected by acclamation. No board member raised any question or objection to
23 my services on behalf of the HOA or questioned or suggested that I did not have a valid and
24 enforceable management agreement with the HOA.

25 19. I was present at the Cottonwood on Alexander HOA meeting on 1/16/13.
26 There were no homeowners present for this meeting. Minutes from the prior meeting were
27 approved, which means they were signed. October and November 2012 financials were
28 discussed at this meeting as well as a recent audit. I explained issues the auditor had

1 comments upon. I asked if there were any questions or concerns about the financials at that
2 time and no board member raised any questions or concerns. One Board member
3 commented that it was a fairly standard audit. The financials were approved. We also
4 discussed security for Cottonwood at this meeting. We discussed vendor gate codes and I
5 offered to change those if there was an interest. A board member expressed please with a
6 newsletter my company had put out. No board member raised any question or objection to
7 my services on behalf of the HOA or questioned or suggested that I did not have a valid and
8 enforceable management agreement with the HOA.

9 20. I was present at the Cottonwood on Alexander HOA meeting on 5/6/13. There
10 were no homeowners present for this meeting. Minutes from the prior meeting were
11 approved, which means they were signed. Election results were announced at this meeting.
12 We discussed improvements to the pedestrian gates and entrance gate. We discussed
13 opening the pool for Memorial Day. We discussed stripping and speed bumps. Financials
14 from December 2012 and January, February and March 2013 were discussed. We
15 discussed switching the HOA bank to Bank of Nevada as it offered free checking. There
16 was no discussion at this meeting regarding my access to and management of the HOA
17 bank accounts. The reserve study was discussed at this meeting. One Board Member
18 (David Hazeltine) had the following comment about the financials: "I have had a chance to
19 review the financials and I like the overall direction where things are going as far as our
20 adherence to budget, as far as our capital position, and as far as our collections. So I think
21 things are on the right track." I took this as an endorsement of my services. In fact, the
22 Board complemented my services and voted me a \$1 per door increase effective 7/1/13. No
23 board member raised any question or objection to my services on behalf of the HOA or
24 questioned or suggested that I did not have a valid and enforceable management agreement
25 with the HOA. There was discussion at this meeting regarding the accomplishments we had
26 been able to make for the HOA.

27 21. I was present at the Cottonwood on Alexander HOA meeting on 10/09/13. All
28 three board members were present. No homeowners were present. Minutes from July

1 meeting were approved, which means they were signed. David Hazeltine reviewed the
2 financials for April, May, June, July and August of 2013 and didn't find anything noteworthy.
3 The financials were approved subject to audit. David Hazeltine reviewed the proposed
4 budget for 2014. He recommended bids for landscaping and security, and suggested the
5 security presence be changed depending on the time of year. The board was in favor. Next
6 business discussed was asphalt proposals. We received two and it will be around \$11,000
7 to \$12,000 to do crack fill and seal coat. The next item discussed was treatment of plants
8 and trees in the community. The board tables this discussion as not necessary. I had
9 somebody fix a bar sticking out of one of the bumps and the pedestrian gate. These items
10 were ratified and approved by the board. No board member raised any question or objection
11 to my services on behalf of the HOA or questioned or suggested that I did not have a valid
12 and enforceable management agreement with the HOA.

13 22. I was present at the Cottonwood on Alexander HOA meeting on 4/09/14. All
14 three board members are present no homeowners. Minutes from last meeting were
15 approved, which means they were signed. David Hazeltine reviewed the financials for
16 January and February and everything looked in order. The board approved the financials.
17 New business included discussion of landscape improvements. David Hazeltine noted
18 \$12,000 was allotted this year for this and following motion the board approved. I ask if
19 everyone was happy with the security and Gene Jones was very happy. No board member
20 raised any question or objection to my services on behalf of the HOA or questioned or
21 suggested that I did not have a valid and enforceable management agreement with the HOA.

22 23. I was present at the Cottonwood on Alexander HOA meeting on 7/14/14.
23 Minutes from the prior meeting were approved, which means they were signed. Financials
24 were approved. No new business. Three items were raised for approval: street sign
25 replacement, fixed pedestrian gate and upper gear box put in. These items were approved
26 by Gene Jones and Bill Dickey. Homeowner Aretha Jones had a questions regarding gas
27 lighting on the property. She asked when it was going to be repaired or fixed. I told her it
28

1 was on an as needed basis and would send someone over to take care of it. I was asked
2 by David Hazeltine and his wife to open the pool. The board decided to have the pool open
3 from 2 PM to 9 PM. Gene Jones was to contact security to have the pool unlocked from 2
4 pm to 9 pm. No board member raised any question or objection to my services on behalf of
5 the HOA or questioned or suggested that I did not have a valid and enforceable
6 management agreement with the HOA.

7 24. I was present at the Cottonwood on Alexander HOA meeting on 10/30/14.
8 Gene Jones was present. Bill Dickey was on the phone and Raymond Delpino was to be
9 appointed to the board as David Hazeltine resigned. No homeowners were present and the
10 board approved Raymond. Minutes from July meeting were approved, which means they
11 were signed. Financials for May, June, July, August and September were approved by the
12 board. New business discussed was the audits form 2012 and 2013 and the board approved
13 these. Next item discussed was the annual budget, operating budget and reserve review for
14 2015. I discussed terminating the landscaper as no one was happy with them. That was
15 tabled for the open forum. I also brought up that security would be asking for more money
16 next year and that we needed to figure that out. No board member raised any question or
17 objection to my services on behalf of the HOA or questioned or suggested that I did not have
18 a valid and enforceable management agreement with the HOA.

19 25. I was present at the Cottonwood on Alexander HOA meeting on 11/17/16. All
20 three board members are present and Aretha Jones. John Fillmar brought up that the exit
21 gate had been in disrepair for 3 weeks, I inform him that parts were on order. Minutes from
22 last meeting were approved, which means that they were signed. David Hazeltine reviewed
23 the financials from December 2014 - September 2016. The board approved the financials.
24 The next item discussed was the change in the assessment collection policy for this year.
25 The board approved the changes. The next item discussed was the 2017 budget. David
26 Hazeltine motioned to approve. The board approved. A motion was made to terminate a
27 current company and go with Vet Tech. The board approved. I hired a new auditor and
28 asked this to be ratified. The Board approved. I reopened the board meeting to discuss

1 painting the exterior of the rest of the building in the community and the board approved as
2 the money was already allotted. Next item discussed was a rules and regulation amendment
3 to include a rule that all vehicles needed to pull into their driveway, with no backing in. The
4 board approved the rule. No board member raised any question or objection to my services
5 on behalf of the HOA or questioned or suggested that I did not have a valid and enforceable
6 management agreement with the HOA.

7 26. I was present at the Cottonwood on Alexander organizational meeting on
8 9/22/16. All three board members were present. No homeowners were present. Gene
9 Jones was made president. John Fillmar was made Vice President and David Hazeltine
10 treasurer. I brought up the bank signature cards and noted that Gene Jones and I have
11 been signing checks for a long time. I requested that John Fillmar and David Hazeltine
12 add their names to the signature card. Minutes from June meeting were approved, which
13 means they were signed. David Hazeltine made a motion to table the financials until he
14 had time to review them. The board approved. The next item discussed was a sealed
15 coat and crack file which could not be completed until painting is done so it would have to
16 wait until next year. A motion to table the crack fill was approved. A motion to approve
17 fixing a wall that had come down was approved. A motion to approve new loop detectors
18 in gates and repair a pedestrian gate was approved. I requested the board ratify the new
19 landscapers, Northwest Landscape, since the other company quit. The board approved.
20 I request the board ratify the pool repairs that Sun Devil Pool did. The board approved.
21 New business discussed was the 2017 proposed budget and reserve. David Hazeltine
22 motioned to put this on the table until the next meeting. The Board approved. I request a
23 \$150 fee to all homeowners who went into collections for not paying their HOAs. The
24 board approved. The next item discussed was preventative maintenance on the gate. A
25 motion to table this discussion was approved. A motion to table discussion on house
26 painting until more information was received was approved. There was an open forum
27 discussion on pedestrian gates and repairs, pool expense, towing cars for numerous
28 reasons, garage sales, rental signs, for sale signs. An open forum turned to discussion

1 about dogs. Bill Dickey requested estimates on repainting the community and I estimate it
2 would be \$275,000. I added the single family homes have not been painted. I brought up
3 rejuvenation pruning. A motion was made on this and the board approved. No board
4 member raised any question or objection to my services on behalf of the HOA or
5 questioned or suggested that I did not have a valid and enforceable management
6 agreement with the HOA.

7 27. These are not recitations of all of the meetings I attended. However, I can
8 attest that all meeting ran relatively similar to the above cited minutes. I can attest that
9 minutes were taken and recorded at all meetings and it was standard to review and
10 approved the prior meeting minutes at the commencement of all meetings.

11 28. At all times I ran the meeting efficiently and with the participation of a quorum
12 of Board members and any homeowners who wished to attend.

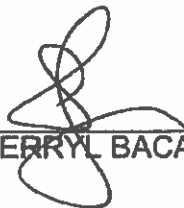
13 29. I am taking the actions and allegations of the instant Complaint very
14 seriously. After eleven years of good and professional services on behalf of Cottonwood, I
15 am dismayed that it has come to this. I expressly deny that I violated any fiduciary duties
16 to Cottonwood and it is my belief and opinion that I left Cottonwood a better place than
17 when I commenced management.

18 I declare under penalty of perjury under the laws of the State of Nevada that the
19 foregoing is true and correct.

20 DATED this 28th day of May, 2019.

21

22



SHERRYL BACA

23 SUBSCRIBED AND SWORN to before me
24 this 28 day of May, 2019.

25

26



NOTARY PUBLIC

27

for the above listed county and state

28

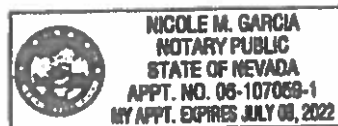


EXHIBIT A

EXHIBIT A

CTW ANNUAL 2011

Female Speaker, Gene, Female Speaker 2, Bill, Cathy, Bob

- 1 Female Speaker: Alright, you guys. I'm going to go ahead and call the meeting to order.
2 This is the Cottonwood on Alexander annual election meeting. Quorum of
3 the board is not required to be present at this meeting, however we do
4 have three current board members at this point. We have no homeowners
5 here, and of course the people that are running for the election meeting
6 obviously can't open up the ballot. So we have volunteers from the CMS
7 staff. We've got Lori [inaudible 00:00:35]. We've got Cathy [inaudible
8 00:00:37] and we have Sarah [inaudible 00:00:40]. They are going to be
9 volunteering to open up ballots [inaudible 00:00:43].
- 10 The next item is your homeowner open forum. Is there anything you guys
11 would like to discuss as homeowners in this forum? Any concerns,
12 comments, questions, anything regarding your community? Or will you
13 all just sit pretty and wait for the results?
- 14 Gene: It's all good.
- 15 Female Speaker 2: I think that [inaudible 00:01:08].
16 [inaudible discussion, speakers too far from mic 00:01:25]
- 17 Female Speaker: So what's going to basically happen is once we separate all the ballots,
18 Cathy is going to open up each ballot and announce each result. Lori and
19 Sarah are going to count. So at the end, go over there and tallies are going
20 to match. If they don't match, unfortunately we have to redo it again until
21 they do match in order to know the results. We also want to do a total
22 count of ballots as well.
- 23 Female Speaker 2: I think there's 20.
- 24 Female Speaker: 20 total?
- 25 Female Speaker 2: 20 people responded, huh?
- 26 Gene: I can't believe it.
- 27 Female Speaker: Had an annual last night. I had almost 400 homes and 42 people voted.
28 Pretty sad.
- 29 Bill: Well, if you're a tenant, you don't know the names of anybody.
- 30 Female Speaker: I know. They could vote by proxy though. You know, just give the
31 permission and then vote by proxy. But it never happens. Very seldom
32 anyways. Okay, we do have a quorum of 20 ballots.

CTW ANNUAL 2011

Female Speaker, Gene, Female Speaker 2, Bill, Cathy, Bob

- 33 Cathy: Aretha and Bill Dickey. Should they get two votes? Each e gets two? Is
34 there cumulative voting allowed?
- 35 Female Speaker: Is it cumulative? Cumulative voting is allowed, so you can vote for the
36 same person twice. So while they're actually counting the ballots then, do
37 you guys want to go ahead and approve your 2010 annual meeting
38 minutes? Motion to approve?
- 39 [crosstalk 00:03:44]
- 40 Cathy: David. Two for Bill.
- 41 Bill: Is that allowed?
- 42 Cathy: Yes. If you have two votes you can cast them however you'd like. Two
43 for David. One for David, one for [inaudible 00:04:36].
- 44 Female Speaker: He needs to be on the board. [inaudible 00:04:43] needs to be David.
- 45 Gene: Yes.
- 46 Cathy: One for Aretha, one for David.
- 47 Female Speaker: Bob, you're not running again?
- 48 Bob: No.
- 49 Female Speaker: Okay.
- 50 [inaudible conversation, too far from mic 00:04:57]
- 51 Cathy: David and Bill.
- 52 Bob: I was one of the originals way back eight years ago, but I had [inaudible
53 00:05:20] problems. I was on my way out then.
- 54 Cathy: Aretha and David. Aretha and David. David and Bill. But he's never
55 going to come to [inaudible 00:05:58]. Two votes for [inaudible
56 00:06:02]. Two votes for Bill.
- 57 [inaudible conversation, too far from mic 00:06:15].
- 58 Cathy: Two for Bill. Two for Bill Dickey.
- 59 Bill: I'm never going to get out of this mess.

CTW ANNUAL 2011

Female Speaker, Gene, Female Speaker 2, Bill, Cathy, Bob

- 60 Cathy: Two for Bill Dickey. One for David, one for Bill. Two for Bill Dickey.
61 Two for [unintelligible 00:07:21].
- 62 Female Speaker: Is your campaign going on okay that you guys know of?
- 63 Bill: I don't think [unintelligible 00:07:29].
- 64 [inaudible conversation, too far from mic 00:07:31]
- 65 Cathy: One for Aretha, one for Bill.
- 66 Female Speaker: That's the last of them?
- 67 Cathy: Yes. What are you going to do when this guy never comes?
- 68 Female Speaker 2: We match.
- 69 Female Speaker: If you don't come to two consecutive meetings - okay. So we've got
70 Aretha with 7. We've got David with 11 and we have Bill with 22. So it
71 looks like we've got David and Bill as our two new elected board
72 members. I need you both to sign those sheets put in your packets. If he
73 goes out of town what will happen is if he's not able to attend the meeting,
74 then basically you could have him on speakerphone and you could still
75 create a quorum over the phone. That's allowed. So we've got the election
76 results. We've got next homeowner open forum. Anything else you guys
77 would like to state before we close the meeting? Can I get a motion to
78 adjourn? Someone tell me what time it is?
- 79 Gene: Motion.
- 80 Female Speaker 2: It is 4:45.
- 81 Female Speaker: 4:45. Gene made the motion to adjourn.
- 82 Cathy: Second. Can I still second?

CTW 10-11-11

Female Speaker, Aretha, Gene, David, Les, Bill

- 1 Female Speaker: This is the Cottonwood on Alexander board of directors meeting. It's
2 Tuesday, October 11 at 5:30 PM. We're meeting at the Office of
3 Community Management Sales. I do have a quorum of the board with all
4 three of my board members present today. First thing on the agenda is the
5 homeowner open forum. I don't have any homeowners here other than
6 board members, unless you want to say something, Aretha.
- 7 Aretha: No.
- 8 Female Speaker: The next item on the agenda is the approval of the minutes. If my board
9 could please read their minutes, which will be on pages two and three in
10 your iPads. There you go.
- 11 Gene: Thank you.
- 12 Female Speaker: Whenever you're done, if somebody could make a motion to approve
13 them. These are the minutes from our last meeting in August.
- 14 Gene: I'll make a motion.
- 15 Female Speaker: Thank you, Gene. Do I have a second?
- 16 David: I'll second.
- 17 Female Speaker: Thank you, David. All in favor? This is where everybody says aye.
- 18 Multiple: Aye.
- 19 Female Speaker: Thank you. Sign it for me, please. Thank you, David. Thank you.
- 20 David: You're welcome.
- 21 Female Speaker: Next item on the agenda is the financials. I know you're all getting these
22 via email.
- 23 Gene: Yes.
- 24 Female Speaker: David, you're our money man. Do you have any comments you'd like to -
- 25 David: I don't. I reviewed them and I don't have anything to bring up at this time.
- 26 Female Speaker: Can you make a motion to approve them subject to audit?
- 27 David: Yes, I make that motion.
- 28 Female Speaker: Thank you.

CTW 10-11-11

Female Speaker, Aretha, Gene, David, Les, Bill

- 29 Gene: I second.
- 30 Female Speaker: Thank you. All in favor?
- 31 Multiple: Aye.
- 32 Female Speaker: Thank you. There is no old business, so onto the new business. The first
33 thing that we have on the agenda is Les. Our agenda says representative
34 from Link. I need to amend the agenda. I am just going to say Les is here
35 to discuss lighting. Go ahead, Les. You're on the floor.
- 36 Les: Okay. Link, I think, sent a proposal over. Do you have a copy of it?
- 37 Female Speaker: No. We're not going to use them so that's a moot point.
- 38 Les: Okay. I didn't have a copy of it when I went over and did all the
39 information and gave it to them to price up. So I think there's 25 of the
40 fixtures over there. Does that sound right? Does anybody know?
- 41 Gene: I don't know the exact number. It might be around there.
- 42 Female Speaker: Yeah.
- 43 Les: I think it's 25. I'm an old man, so forgive me for the memory.
- 44 Female Speaker: We're not going to use Link, are we?
- 45 Les: No, no. There's a company called Precision that is an old classic solid
46 company. Link caused a lot of problems that she's well aware of.
- 47 Female Speaker: On my project.
- 48 Les: I don't put up with it. I have a real bad temper, okay? So I got rid of it.
49 Anyway, here is the proposed fixture that would go on the posts. I only
50 brought one. I'm sorry. I apologize about that.
- 51 Female Speaker: That's okay.
- 52 Les: Does anybody want to look at it?
- 53 Female Speaker: Is that glass?
- 54 Les: Yes.
- 55 Gene: That ain't going to work.

CTW 10-11-11

Female Speaker, Aretha, Gene, David, Les, Bill

- 56 Female Speaker: That's not going to work. What we had to do on the fixtures that are there
57 is we put plexiglass in them. We took all the glass out. Is there any way
58 that we can just retrofit the fixtures that are that?
- 59 Les: It costs more. It would really cost more to do that. Plus, what you end up
60 doing there is you violate the UL listing.
- 61 Female Speaker: Yeah, that's true.
- 62 Les: So the liability is there if something happens.
- 63 Female Speaker: That's the safety. The UL is the safety rating. That's true. Well, we've
64 probably already done that when we took the glass out. Whoopee. Woo-
65 hoo.
- 66 Les: Let me just make sure before I open my big mouth. I already opened it,
67 but about the lens. It doesn't address that in the specifications.
- 68 Female Speaker: Well, the reason that we put plexi in there, because those are all the gas
69 fixtures that we have over there, as you know. The reason that we put the
70 plexi in there is because the kids were throwing rocks and breaking the
71 glass out. Then it would burn that little filament out. We haven't really
72 had filaments burn out since we have put the plexi in there, have we?
- 73 Aretha: No. Wear and tear.
- 74 Female Speaker: Because we were having serious problems over there. We would spend
75 \$400 or \$500 every quarter on fixing those lights. Now we don't do it.
- 76 Les: What I can do, because it's - I wish I brought more. Why don't you just go
77 ahead and take a look and pass it around? The specifications are on the
78 second page. But it looks like it's a standard lens would fit in there. I
79 might be able to get them to put a plexiglass lens in, instead of the glass.
- 80 Female Speaker: Heat's not an issue because it's LED, right?
- 81 Les: Yes, it's LED.
- 82 Female Speaker: Are these LEDs?
- 83 Les: It's solar LED, okay? The bad news. I'll start with the bad news. Every
84 year, probably, or every year and a half, you're going to have to replace
85 the batteries in it. The good news, you're never going to have to replace
86 the lamps. They're going to last forever, and you're not going to have any
87 utility bills. So it's not going to cost you anything for electricity or

CTW 10-11-11

Female Speaker, Aretha, Gene, David, Les, Bill

88 anything like that. Now, because of the way the lamps are put throughout
89 your subdivision over there, it would cost probably - now this is an
90 estimate, but I'm going to say probably a minimum of \$75,000 if you
91 wanted to put power to all of them and put regular electric power in there,
92 because you have so much trenching to do and they're so spread out.

93 That means you'd probably have to have a meter set at each street, okay?
94 Then you've got minimum billing.

95 Female Speaker: Do you know the cost to set one power meter? \$15,000 in one power
96 meter.

97 Les: So it doesn't make sense to do that. The inconvenience of the battery once
98 a year, once every year and a half.

99 Female Speaker: The reason that we'd have to go through all that rigmarole is because we'd
100 have to pull permits. That's just for the first one.

101 Les: Oh, yeah. You'd have to have engineered plans.

102 Female Speaker: I mean, it just isn't worth it. It just isn't worth it for us to do it. Because
103 didn't we look into this years ago?

104 Gene: Well, we've been going back and - yeah.

105 Female Speaker: We looked into them putting electricity in years and years ago. I think I
106 had GB Group run that up for us, I think. A long, long, long time ago.

107 Les: Do you remember what their price was?

108 Female Speaker: I think we put a stop to it when we realized that we were going to have to
109 pull permits. I think we just talked about it and ballparked it a little bit. I
110 think we ballparked it at 50. That was not counting the meter cost.

111 Les: I didn't price it up.

112 Female Speaker: I think we stopped when we realized how much it was going to run in the
113 long run.

114 Les: And it hasn't gotten any easier.

115 Female Speaker: That was when DeEtta [sp?] was on the board. It was you and DeEtta and
116 I don't know. I don't remember who else. But that was in the early -
117 maybe it was David. Were you on the board then? It must have been you.
118 You and DeEtta. But we stopped it. We can't even consider putting

CTW 10-11-11

Female Speaker, Artha, Gene, David, Les, Bill

- 119 electrical over there. That's not - it's just not a smart move. Solar is the
120 only way we can go unless we leave them as gas.
- 121 Les: So the easy way to do this is to get a plumber to disconnect the gas lines
122 that go from the meters that you have there now. We can't do that because
123 you have to be a plumber to do that. Once that's done then you just have
124 to basically cut the wire. Take the fixture that's there off. If anybody
125 wants it, you're sure welcome to them. But you'd throw them away.
126 There's no problem with just throwing them in the garbage because there's
127 nothing hazardous in them. But you'd throw it away and then you'd just
128 put this on top. Put this in place of it.
- 129 Female Speaker: I wonder what it's going to cost us to put new batteries in once a year.
- 130 Les: You've got 25 of them and I'm guessing it will probably cost you about
131 \$200.
- 132 Female Speaker: There's only one battery in each fixture?
- 133 Les: Yeah.
- 134 Female Speaker: Really?
- 135 Les: Yeah. They're new something or other. I forget what it is. It's a new,
136 more powerful one that lasts longer.
- 137 Gene: Big difference.
- 138 Female Speaker: Yeah, because even the solar lights in my yard have two. Wow. So you
139 think they're, what? Eight or ten dollars a piece?
- 140 Les: I think they're about ten bucks a piece.
- 141 Female Speaker: And then to have somebody go do it. They'd have to move a ladder from
142 place to place. It's probably going to cost about \$500 a year. So I don't
143 know that we spend that much on gas. You know what I mean? You have
144 to think about that. You have to consider that. That's got to be a
145 consideration if it's going to cost \$500 a year to replace the batteries in
146 there and that's all we spend on gas. We don't spend any real money
147 fixing the lights anymore. I wonder if there's any way for me to isolate
148 that number.
- 149 Les: Let me look it up for you. I'll get in touch with you. I'll let you know.

CTW 10-11-11

Female Speaker, Aretha, Gene, David, Les, Bill

- 150 Female Speaker: I mean, it's a moot point for us to replace them if it's not going to save in
151 the long run. You know what I mean?
- 152 Bill: Absolutely. Now, we're changing this because of - we're going to the new
153 system because of what? Why?
- 154 Female Speaker: Money. This board has spent I don't know how many hours listening to
155 vendor after vendor after vendor after vendor so that we can save money.
156 So if it turns out that we're spending \$1,500 or \$2,000 a year on gas to run
157 these light fixtures, then it makes sense for us to spend \$500 a year, or
158 about that, I would guess. I mean, you've got to figure it's probably going
159 to take somebody about ten minutes for each one to put fixtures in. So ten
160 minutes times 30 fixtures. That's a better part of a day somebody's out
161 there. Goodnight, Terry. Thank you.
- 162 So a couple hundred dollars labor for a guy to go out there. So probably
163 \$500 I would ballpark to do the batteries once a year. We just do it
164 January 1 of every year or whatever. You just pick a day that
165 automatically you do it every year.
- 166 Les: There's something that will make it last longer. First of all, it's an Li-ion
167 battery. That's the new style that is stronger, lasts longer. The fixtures
168 come with an adjustment you can make where - you know, batteries are
169 bad when you drain them all the way down. This will shut it off before it's
170 completely drained all the way down. But if you have it on the one setting
171 where it's on from dusk until dawn, it will give you up to about 15 hours
172 but it's dimmer. The other one, you can switch it to brighter and have it
173 for ten hours. It's not many days that you need more than ten hours.
- 174 Gene: Does each one have a setting? Or you've got a box that controls all of
175 them?
- 176 Female Speaker: So the fixture has a setting? Or the battery has a setting?
- 177 Les: No, the fixture has a setting. It's just a switch and you move it from one to
178 the other.
- 179 Female Speaker: I see. Well, we'd want the brighter setting and the less time.
- 180 Les: Yeah. Now, this one is brighter than any of the others that I've found.
181 This one has eight super bright LEDs in it. I went through -
- 182 Female Speaker: Do we have any idea like wattage wise what that's going to put out? The
183 comparison.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 184 Les: You saw the fixture that I brought over for the other job, the linear one.
- 185 Female Speaker: Mm-hmm.
- 186 Les: Okay, it's going to put out just about as much as that one piece does.
- 187 Female Speaker: Wow, that's quite a bit.
- 188 Les: Wow, it's a lot.
- 189 Gene: We really need some light out there.
- 190 Female Speaker: I turned the lights out so I could see it.
- 191 Les: I have that sample somewhere so you can see it.
- 192 Female Speaker: I turned the lights out so I could see how much light that would put out. It
193 was quite a bit. It's probably more than what we're getting now.
- 194 Gene: It's too dark out there.
- 195 Female Speaker: It is dark out there.
- 196 Bill: What's on the back of the building? Any lights back here by the sidewalk?
- 197 Gene: No. I live on that side, back there where I'm at back there. There's
198 nothing back there.
- 199 Les: Is this for security or pretty much aesthetics?
- 200 Female Speaker: To light the pedestrian path. Well, I mean, lighting is always a little bit
201 about security. But you know what, Gene, if we're doing this kind of
202 thing, there's not a reason in the world that we couldn't add. I mean, at
203 some point in time, we could tell Les order a dozen extra of these. Then
204 we can erect poles at some point and put extra lights in.
- 205 Gene: That's what I want. That's what I want. Yes, Lord.
- 206 Les: Let me offer something if you don't mind. You have walls there, where
207 this goes, right? Right behind the poles? The lights and then a wall
208 behind it.
- 209 Female Speaker: Well, the wall is - yes. They're yard walls. They're yard enclosures, yes.
- 210 Les: But you can buy this fixture which would mount on top of the wall.
- 211 Female Speaker: I don't want to do that.

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Female Speaker, Aretha, Gene, David, Les, Bill

212 Les: Okay.

213 Female Speaker: It makes it too easily accessible for little vandals. I don't want to do that.
214 Well, I guess I shouldn't run the show. What do you guys think?

215 Gene: Well, the wall don't belong to us anyway. That back wall don't belong to
216 us.

217 Les: Oh, okay.

218 Gene: Well, my side.

219 Female Speaker: Yeah, on your side.

220 Gene: They don't belong to us.

221 Female Speaker: I think it just makes it too easily accessible for the little vandals in there.

222 Gene: Oh, yes.

223 Female Speaker: I think that we're better using posts and poles and keeping them up. I don't
224 know.

225 Les: I can go out and take another look, because I thought the -

226 Female Speaker: I'm just thinking. I'm wondering if we should all go together out there and
227 kind of look and see. Maybe we can do a little count to try and decide if
228 we're going to add some posts in there.

229 Gene: I'm glad you said that, because we do need to add some. Because in some
230 of the guest spots, the pole that was supposed to be there is not there.

231 Female Speaker: I know.

232 Gene: So we're missing some around here. I don't know who took them out but
233 they're gone.

234 Les: Do you want to buy them back?

235 Female Speaker: Funny, Les. I think we need to try to get together out there before we
236 make a final on this. What do you guys think?

237 Gene: That's fine.

238 Les: Yes.

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Female Speaker, Artha, Gene, David, Les, Bill

- 239 Female Speaker: I think if we go over there and just kind of take a look and see, because
240 down where you're at, it is so dark over there.
- 241 Gene: Yes. Yes, it is. Yes, yes.
- 242 Female Speaker: That's where all the teenage girls probably go with their boyfriends in the
243 dark at night.
- 244 Les: Is that the back wall where they've got the security bars and things?
- 245 Female Speaker: No, other side.
- 246 Gene: Other side. Right to the back where they jump over the wall when they try
247 to run and escape. They climb over right there.
- 248 Female Speaker: We need to add some light. Is there a convenient time? David works. I
249 know for David, probably a Saturday is going to work best for David.
- 250 Les: I don't even mind going out twice if you can't coordinate between you.
- 251 Female Speaker: I know David will prefer a Saturday and I don't do this for very many
252 people, as you well know. But for this board, I would go on a Saturday.
253 They're a good board. So I would go. This is too big of an important
254 issue for us to not spend the additional time, I think, to do it right. Don't
255 you guys think?
- 256 Gene: Yes.
- 257 Les: Have you had a lot of vandalism?
- 258 Female Speaker: Yes. I'll just answer. But it's dwindling. It is dwindling. I don't know. Is
259 there a calendar? Old fashioned girl. Still like the paper. What is your
260 schedule, Les? Is it possible?
- 261 Les: I'll adjust it for you guys.
- 262 Female Speaker: David?
- 263 David: This coming Saturday is not terribly great. However, a week from
264 yesterday, the 17th, I'm actually off that day. So I don't know if it could be
265 done that quickly.
- 266 Female Speaker: Monday?
- 267 David: Mm-hmm.
- 268 Gene: Early in the morning?

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Female Speaker, Aretha, Gene, David, Les, Bill

- 269 Female Speaker: Oh, you're going to be there?
- 270 Les: What's early?
- 271 Female Speaker: Not early in the morning for me. Let me tell you. It's a 40 mile drive
272 from my house to Cottonwood. So there is no way you're going to get me
273 there early. I'm not fighting that traffic all the way.
- 274 Gene: I would tell you get it early because you don't have to deal with the kids.
275 So we can get out there and get it. It's cool. You can do what you need to
276 do and go about your business.
- 277 Female Speaker: Well, kids will be in school on the 17th so it's a non-issue.
- 278 Gene: Exactly.
- 279 Female Speaker: I know you're probably going to want to sleep until about 10:00, huh?
- 280 David: I can be up by 10:00.
- 281 Female Speaker: I would rather not fight the traffic all the way there. So could we meet at
282 10:30?
- 283 David: Yep.
- 284 Gene: Fine with me.
- 285 Female Speaker: Does that work for you, Les?
- 286 Les: Sure, yeah.
- 287 Gene: At the pool. That's always the meeting place.
- 288 Female Speaker: So let's table this.
- 289 Les: The 17th?
- 290 Gene: Yes.
- 291 Female Speaker: Just this. We'll meet that day and see if we can add some lights along that
292 dark side and do it all at once.
- 293 Les: That will give me time to find out about plastic lenses.
- 294 Female Speaker: Absolutely, yes.
- 295 Les: The batteries. I'll be more prepared for that. I'll talk to you later on about
296 this, but I don't know. Did you get that? I just got a call from Las Vegas

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Female Speaker, Aretha, Gene, David, Les, Bill

297 Country Club yesterday. Since they did that at their pool, their price went
298 down almost exactly 50%.

299 Female Speaker: Is that right? Well, I told you. I know I talked to you guys about this at
300 one time and then we didn't talk about it again. Les has a product called a
301 KBAR unit. I'll have him explain to you more about what it does. My
302 comprehension of it is that it's a power conditioning unit that you install at
303 your electrical meter. You know how power goes up and down, up and
304 down? Well, so it doesn't get utilized correctly. This unit stabilizes it so
305 you use your electricity more efficiently. I think I bought five or six units.
306 I don't remember.

307 Les: I don't either.

308 Female Speaker: I put one on this building. My power bills here - because I have five air
309 conditioners, and of course I have ten computers, all the big office
310 equipment. I mean, I run a lot of stuff. My power bills were like \$1900 a
311 month in here, which is ridiculous. They are just about in half, just in this
312 building alone. I also had Les put one on my house, my mother's house,
313 Shawna's house, my brother's house. Just because I'm testing them out. I
314 wanted to see before I started having him put them in my homeowner
315 associations.

316 I wanted to see, and they're not expensive. That was the cool thing. I
317 think they were \$300 or \$400 a piece. I saved that amount of money in
318 one month, just here alone. So this is an email that he's showing me a
319 testimonial from another community manager who's tracking, and that
320 would be something. I'm going to have him explain to you a little more
321 technologically what it is. At my house, I have a pond and a pool. My
322 pond pump runs 24 hours a day. In the menopausal years, I refrigerate my
323 house. I don't even need to have a refrigerator to put my meat in. Just set
324 it on the counter. It's so cool in my house.

325 But really, my power bill at my home was like \$900 a month and it's down
326 to like \$500. So these work. It's been on - when did we put them on?
327 January? Something like that.

328 Les: It could have been January, February.

329 Female Speaker: I think I put them on at the beginning of the year. So I've gone the whole
330 summer. They've just done wonders. So explain to them what it is, Les.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 331 Les: Okay. I've got the kit in the car if you wanted to do a demo. But if you
332 don't, if you just want to quickly hear about it. The federal government
333 says we waste about \$15 billion a year in electricity that you pay for but
334 you can't use because it's sturdy. That cycle you see on TV looks
335 wonderful, but in reality it's going like this, okay? Every time somebody
336 turns something off in that room, you get a spike over in this room and
337 vice versa. You turn something on over here, it drops here. You're paying
338 for that spike. You're not using it, but you're paying for it. This unit
339 captures all the spikes that are that and then puts it back into the system
340 when you draw more, because you're not getting all the power you need.
- 341 So it's a simple installation. On something like the pool and the houses it
342 has a 12 year warranty. It's not 30 days or one year. It was originally
343 made for NASA, and NASA requires a 25 - I don't even know if you know
344 this. I didn't know it until I went to the school. A 25 year life expectancy
345 on products that are made for them, similar along the electrical lines. So
346 rather than have a NASA classification and then like everybody else has,
347 the Radio Shack parts, they just stayed with the one. They are a little bit
348 more expensive than some of the others that are out there. But on the
349 other hand, they work.
- 350 Female Speaker: They work.
- 351 Les: I just told her, we put one in. You don't mind if I mention it?
- 352 Female Speaker: No.
- 353 Les: Okay. We put one unit in a pool about the same time. See, pools are nice
354 to put them in because they don't really change their power usage from
355 January to July or August or anything like that.
- 356 Female Speaker: They run 24 hours a day, 365 days a year.
- 357 Les: Unless you have electric heat in it, then that's going to make a difference.
358 But the nice thing about putting it on that is, you don't have to wait a year
359 to see if you're saving money. 30 days later, when you get your new bill,
360 you'll see what it is, about, and that bill will show you what it is last year.
361 So you can compare with last year right away. Over at Monterrey, at Las
362 Vegas Country Club, those condominiums over there. There's 550 of
363 them or something like that. They have six pools and we put one in one of
364 the pools to see if it would work.

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Female Speaker, Aretha, Gene, David, Les, Bill

365 They have a very complicated property management company. They're
366 hard to deal with.

367 Female Speaker: Unlike us, you mean?

368 Les: But you guys, you're very responsive. If you needed something for them
369 right now, I know you'd go in there and find it for them. With them, it
370 took me three months for that to get copies of their electric bills so we
371 could compare it. I got it. I finally went over yesterday and I talked to
372 Reggie and I said, "Reggie, I've got to get this. Come on, help me out."
373 He got on the phone and he called me 20 minutes later. He said, "Our
374 electric bill on that pool that you put that thing in," and he sounded very
375 negative. I'm thinking, oh, God. What happened?

376 He said, "Well, we're paying almost exactly 50% of what we did the year
377 before." So they're going to put it in all the pools now. I'm not suggesting
378 this, but they're going to get me a day. Because Las Vegas, everybody
379 works different hours, okay? They're going to give me a day every week.
380 Like this week it would be Monday. Next week it would be Tuesday.
381 Wednesday, Thursday, to go over and set up in their office and let the
382 people come by and take a look at what they have there. It will save them,
383 too, in their condos. But he was absolutely delighted by it, you know.

384 Female Speaker: It's an amazing thing. I mean, it's an amazing thing and as power goes up
385 and up and up, I'm like, it would be stupid for me not to do this. I have
386 such bad power in this building that the first two or three years that I was
387 here, I cannot tell you how many times I had monitors blow out just
388 because if it rains, I have to shut everything off because everything is
389 above ground here. All the poles, everything. So every time the power
390 goes out, this is the first thing you shut off because that's what blows. It's
391 all the expensive stuff that blows. I don't know how much you would
392 charge to put one on their pool. What would it cost for them?

393 Les: It would cost about \$100.

394 Female Speaker: Plus the unit.

395 Les: Huh?

396 Female Speaker: Plus the unit.

397 Les: Plus the unit.

398 Female Speaker: So what's the cost of the unit?

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Female Speaker, Aretha, Gene, David, Les, Bill

- 399 Les: The unit would be, with tax and shipping - I'll tell you what the normal
400 price would be, okay? \$444.44.
- 401 Female Speaker: So for \$550.00, essentially.
- 402 Les: It won't cost that much. I'll give them a \$50.00 discount.
- 403 Female Speaker: So for \$500.00 you can put this on, and I mean, I know.
- 404 Les: Do you know what their bill is?
- 405 Female Speaker: Yeah. Yes, I do, as a matter of fact.
- 406 Les: While she's looking that up, I'm going to take one of these. This is made
407 with capacitors and some other stuff that's in there. Capacitors are
408 basically what you have inside your surge protector. The difference is on
409 a surge protector, it's like a piggy bank. If you get a surge, it goes in.
410 Another surge, it goes in. Pretty soon, the piggy bank is full and it's not
411 protecting it.
- 412 Female Speaker: It's \$270.00 for this month.
- 413 Les: That's not bad.
- 414 Female Speaker: No, but I mean, even if it only saved them \$70.00, it would still pay for
415 itself in six months. Then from then on it's just a savings. I mean, it was
416 the smartest thing I ever did. I'm so skeptical. I'm like, I'm not putting
417 this on any of my associations until I've tried it out myself. Of course I
418 guinea pigged my mother and my brother. They didn't care because I paid
419 to put it on their house and they're reaping the benefit of it. I mean, I paid
420 for it. They didn't pay for it. Like I said, I put one on Shawna's house,
421 too. So I've got a half a dozen of them out there that I tested. Nobody
422 knows even that they're there, until they get their bill and the savings is
423 there.
- 424 Bill: And that \$270.00 covers what that we're talking about?
- 425 Female Speaker: Your pool. You only have two electric things there. You have your pool
426 and your gate. So some portion of this operates the gate.
- 427 Les: You've got some lights there too. There's a few lights there. I don't know
428 if it comes off.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 429 Female Speaker: All the lights are gas. Oh, the pump house has a couple of lights on it.
430 Yeah. Not much, though. I mean, the majority of this is going to be the
431 pool. Probably 80% of this is probably the pool. So it's \$247.00.
- 432 Les: Because they do have surge protectors and it also protects everything that
433 you have there from lightning strikes and what have you. It makes the
434 motors run longer which cuts down on your maintenance, too, and your
435 lights, because they're working on clean electricity instead of this shaking.
436 That's not bad, the price of the pool.
- 437 Female Speaker: No. But, you know, it's a really tiny community, so.
- 438 Gene: The pool ain't that big.
- 439 Female Speaker: Yeah, it's a tiny pool. It's about the size of the conference table. It's not
440 very big.
- 441 Gene: The bathtub.
- 442 Female Speaker: Nobody has keys. Nobody brought keys?
- 443 Les: Did it get much use this year, that pool?
- 444 Female Speaker: David has a pool. David has a pool key.
- 445 David: I used it about four times.
- 446 Female Speaker: Did you?
- 447 Gene: Three or four people.
- 448 Les: I haven't used mine since I moved there four years ago.
- 449 Gene: The board room's got keys and then maybe three people after that.
- 450 Female Speaker: You've been back that long?
- 451 Les: Yeah, it's five years.
- 452 Female Speaker: Really?
- 453 Les: In March it will be five.
- 454 Female Speaker: Boy, oh, boy. Time flies when you get old.
- 455 Gene: We've been going through that. We wanted to tear it down.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 456 Les: It's pretty impossible to tear it down. To remove an amenity it would take
457 a unanimous vote of the community, I think.
- 458 Gene: But it wasn't really under our jurisdiction, we found out. The pool. It was
459 just sitting there. We did a work order to find - who was it that had the
460 pool? We didn't have it. Who had it?
- 461 Female Speaker: The developer.
- 462 Gene: The developer had the pool.
- 463 Female Speaker: Charter owned the pool. The homeowner on the one side owned the
464 fence.
- 465 Gene: Right.
- 466 Female Speaker: I mean, it was a nightmare. I mean, I bet it took us eight months to get
467 that squared away. We had to hire a lawyer. It was a nightmare and then
468 the developer didn't want to sign it over.
- 469 Gene: Exactly.
- 470 Female Speaker: We had to threaten the developer with litigation. It was a mess. It was a
471 big mess.
- 472 Les: Are they still in business?
- 473 Female Speaker: No. Well, I don't know. I can't answer that. I'm not sure. They were
474 building up at Queens Ridge, the last I heard. I don't follow what they do
475 so I don't know. But do you think that might be something that you might
476 be interested in doing, the KBAR unit? I mean, if you want to. At \$500
477 that's something even I can approve on my contract. If you want to try it,
478 we can just have Les set it up and put it in.
- 479 Gene: We're going to save.
- 480 Female Speaker: Do you want to do it?
- 481 Gene: Yeah, why not?
- 482 Female Speaker: What do you think, David? Do you want to do it?
- 483 David: Yes.
- 484 Female Speaker: Bill?
- 485 Bill: I don't know.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 486 Female Speaker: It's \$500 and you're going to recoup your money in one year.
- 487 Bill: Well, it's going to save us, what?
- 488 Les: Probably five to six months.
- 489 Female Speaker: I mean, any time that you're going to recoup your money in a year or less,
490 I think it's a smart move on your part.
- 491 Les: It's warrantied for 12 years. So if 11 years, 11 months and 29 days,
492 something goes wrong, you give me a call.
- 493 Female Speaker: It's the part. The labor is on the [inaudible 00:32:20].
- 494 Les: They'll put it in.
- 495 Female Speaker: It's one little part and the labor to put it on is only \$100. So I mean, I think
496 we should try it. Worst case scenario is, it takes you a year to get your
497 money back. But then the next 11 years, you're benefiting and it's not
498 going to cost you anything. It's just there.
- 499 Gene: Does it help with the gate and everything? We've got to get the gate.
- 500 Female Speaker: Yeah, and plus if it's a power conditioner, like Les said, it would help with
501 that kind of stuff too. So Les, go ahead and do it. They want to do it. So
502 go ahead and do it. Okay, so we'll meet out there at 10:30 on the 17th, all
503 of us, and I'll meet you at the gate. Les and I will meet you at the gate. Is
504 that it, Les? Can we do everything else that we need to do when we see
505 you on the 17th?
- 506 Les: Yes.
- 507 Female Speaker: So you can be prepared? What we want to do is look on the sides there.
- 508 Les: I'll get unit pricing on the installations for the fixtures, that way whatever
509 you decide to do.
- 510 Female Speaker: Add the number. Because we're going to need to put posts in but we can
511 get - well, some electrical companies will be able to do that. Precision
512 might be able to put posts in.
- 513 Les: They can do it.
- 514 Female Speaker: They can do all that for us, right?
- 515 Les: I want to look at the posts out there and see. Are they buried in concrete?

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Female Speaker, Aretha, Gene, David, Les, Bill

- 516 Female Speaker: Well, we'd have to do that. We'd want to put them in like bollards. I think
517 they are set in concrete. We'd want to do that. That's how we'd want to
518 put them in because of the vandalism.
- 519 Les: I just wondered whether they were bolted on concrete with the lugs up.
- 520 Female Speaker: I don't recall. I think they're in the ground. I think they're set in cement in
521 the earth. Don't you think? I don't think they're set up on those piers. I
522 don't remember them being like that.
- 523 Les: Do you guys have any caliche out there?
- 524 Female Speaker: You know, I really doubt that they do.
- 525 Les: I don't think you're in the part of town that has it, but I'm not sure.
- 526 Female Speaker: Well, I don't think they have any caliche, and I'll tell you why. Because
527 we did a big tree project. When did we do that? Two years ago, when we
528 put all those new trees in? Not one word did I hear from the landscaper.
529 The trees went in without a hitch. We put in big trees. I think they were
530 24 inch box. They were big trees and they weren't digging. They were
531 out there digging with shovels because they're in confined little areas. So
532 I doubt that we have caliche.
- 533 Aretha: Which is?
- 534 Female Speaker: Caliche is hard under the soil.
- 535 Les: It's basically cement made from crushed seashells.
- 536 Female Speaker: Yeah. Well, thanks, Les. We'll see you on the 17th at 10:30.
- 537 Les: Okay. You want me to meet you somewhere and go out together? Or do
538 you want to just meet out there?
- 539 Female Speaker: I'll just meet you out there.
- 540 Les: Okay.
- 541 Female Speaker: You'd be frightened to ride in my car with me.
- 542 Les: Anybody have any questions or anything before I get back?
- 543 Gene: Thanks for the presentation.
- 544 Female Speaker: Do you want to see that KBAR unit? Do you want him to go get it and
545 show you the unit?

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Female Speaker, Aretha, Gene, David, Les, Bill

546 Gene: No, I'm good. I'm good.

547 Female Speaker: Alright. Thanks, Les.

548 Les: Thank you. Nice meeting you all.

549 Female Speaker: We'll see you in a week.

550 David: Have a good evening.

551 Les: Thank you so much.

552 David: See you Monday.

553 Les: I get one more hug before I leave.

554 Female Speaker: Okay, thank you again.

555 Les: This is what makes it all worthwhile.

556 Female Speaker: Thanks, Les, for everything.

557 Les: Thank you.

558 Female Speaker: Okay, next thing on the agenda is your completed audit. You know that
559 we get an audit for you and I don't know if any of you have had a chance
560 to review this or not.

561 Gene: I think so.

562 Female Speaker: I'll read the important part of it. The audit company says, "In our opinion,
563 the financial statements referred to present fairly in all material aspects the
564 financial position of the Cottonwood Homeowners Association as of
565 December 31, 2010 and the results of its operation and cash flows for the
566 year then ended in conformity with accounting principles generally
567 accepted."

568 So essentially, they're happy. They didn't find any anomalies. They didn't
569 find anything that seemed out of character or out of practice, and I don't
570 know. I don't remember if I explained to you how the auditors do this.
571 This is the first time that I've ever worked at this company, and we didn't
572 actually work with them. We did what they told us to do. What the
573 auditing company does is they send a crew of people here, and they go
574 through your files.

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Female Speaker, Aretha, Gene, David, Les, Bill

575 Of course, print information out of the computer. They do a random
576 check. They're like, I want to see the bill that goes with this check. They
577 just pull odd things like any big number, any weird thing. That's how they
578 form their opinion. They don't sit down and look at every single check
579 and every single bill. They just pull random ones. Of course, if they
580 found something that A, didn't match up to B, then they would then send a
581 letter saying, yoo-hoo, you need to do something.

582 We, meaning my staff, we purposely hire companies to do every
583 homeowner association. This company did every community we managed
584 this year. I've never worked with this company before. I don't work with
585 this company on a personal level or a professional level except in the
586 capacity of doing the homeowner association stuff. I will never allow
587 somebody that works for me or my company on a personal level to do my
588 association audits. That's really bad business, and of course it's for my
589 protection, too.

590 Gene: Yeah. Well, they're checking things really close now.

591 Female Speaker: I trust my staff implicitly. I do. I trust my staff implicitly. However,
592 we're all human. But I do trust my staff. Lori has been with me for five
593 years. You know? I mean, she does my financials. I trust her implicitly.
594 Of course, Terry has been with me a long time, too. So I trust the ladies,
595 and I am not stupid. I have one doing the financials and the other one cuts
596 the checks. They don't work together, you know? So I'm happy. I'm
597 happy that your audit came out good. Do you have any questions about it?
598 David, you're the T man. You got anything you want to say about the
599 audit or anything?

600 David: No, nothing really. You know, looking at our income statement,
601 obviously it's not a position where we can keep doing this year after year
602 because of the extraordinary level of expenses that we had last year. But I
603 think that a lot of those things were isolated events and that we can restore
604 that with fiscal discipline going forward.

605 Female Speaker: I think we're really on a good - we've pretty much got everything done
606 aside from the lighting. Really, if you think about it, we've done
607 everything. We're not going to do your roads until your litigation is done.
608 I did talk to your lawyer about that. I won't talk about it in this meeting.
609 But that's moving along as well, and they did - well, I'll just say it. They
610 got you certified as a class, he said. So they're moving forward with that.
611 They had to go to the Supreme Court to do that, by the way. But they did

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Female Speaker, Aretha, Gene, David, Les, Bill

612 get that accomplished. I think moving forward, you're right. We're not
613 going to spend as much money. We're not going to do any iron work next
614 year. We've spent a staggering amount of money on that. So you're right,
615 David. We'll be in really good shape.

616 The next thing on the agenda is the 2012 budget, and I don't think that we
617 should change the assessments in light of the economy. I don't know how
618 you feel about that. We're not saving a staggering amount of money every
619 year, but we are still putting a bit of money away as we have it in the
620 reserve account. Because of your litigation, a lot of things will be able to
621 be redone after you get your litigation money. There's always money left
622 from litigation to put in your reserve account.

623 So I don't know how you feel, David. You're, again, on the hot seat
624 tonight, being the treasurer.

625 David: Oh, yeah, this is something.

626 Female Speaker: I know you have spent - you're probably my best treasurer of all my
627 associations. You actually know what you're looking at.

628 Gene: He does. That's my man.

629 Bill: Are the reserves okay, David?

630 Female Speaker: So when you say something, David, we actually listen because you know
631 what you're talking about.

632 Gene: That's right. That's my man.

633 Female Speaker: So be EF Hutton and we'll listen, David. What is your opinion? Do you
634 think that we'd be safe to leave our assessments for one more year where
635 we're at? Or do you think that we need to raise them?

636 David: Let me give the budget a once over here. I think we're going to be fine
637 keeping it as it is. Again, a lot of the things were one off sorts of things.
638 Granted, there will be things that will pop up. But there may also be
639 efficiencies that we realize throughout the year.

640 Female Speaker: Well, and some of our issue has been a little bit of the collections, you
641 know?

642 David: As those continue to come in.

643 Female Speaker: Do you want to know something weird though?

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Female Speaker, Aretha, Gene, David, Les, Bill

- 644 David: That's going to help.
- 645 Female Speaker: I just read through your audit and in December, you had almost \$30,000 in
646 collections. Now you have 22. So we're coming in the right direction.
647 We're actually coming down, which is shocking because the economy is
648 worse now than it was in December.
- 649 Gene: That's right.
- 650 Female Speaker: So we're moving in the right direction. So David, you can make the
651 motion then to approve the 2012 budget as it's written?
- 652 David: Yes.
- 653 Female Speaker: Do I have a second to that motion?
- 654 Gene: I second.
- 655 Female Speaker: Thank you, Gene. All in favor?
- 656 Bill: Aye.
- 657 Female Speaker: Speak up, Bill.
- 658 Bill: Aye.
- 659 Female Speaker: Okay. We have talked about this numerous times, about having a hearing
660 committee. I'm fine if you want to do that. I'm also fine - we've had to
661 call meetings just to have hearings. I don't know. It's really up to you
662 guys. I generally don't have a problem scheduling a meeting with you on
663 short notice if I have to, and for hearings we have to schedule them 15
664 days out. If it's a serious offense, a serious emergency, I call the police or
665 whoever with that. So I don't know how you feel about that. I mean, is
666 that something that we want to do so that we have Aretha involved?
- 667 Aretha comes anyway. I mean, as far as I'm concerned, Aretha is my ad
668 hoc board member.
- 669 Gene: We had it in the past. We set up about 11:00 and stuff like that.
- 670 Female Speaker: I remember that.
- 671 Gene: Everybody else worked but me. So it would be hard to do that. Then I
672 really wanted it for that serious issue up to that level there, that we've got
673 to bring them in and say, hey. You have to stop today. You know what I
674 mean? That's what I want it for.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 675 Female Speaker: If there's serious stuff like that, though, Gene. If it's like safety and health
676 issues or something like that, I can send a cease and desist letter and hold a
677 hearing at a later date. You know what I mean? There's ways around. I'm
678 not trying to circumvent the law. But I'm seeing - I'll give you an
679 example. If we find out somebody is doing illegal activity and we know
680 that somebody is doing illegal activity, I would then immediately send a
681 cease and desist letter and hold a hearing after that. But I've already
682 addressed the issue in writing to them, and a cease and desist letter kind of
683 is like I'm calling you to an immediate hearing. You need to appear.
684 Blah, blah, blah. I can usually assemble you guys in a short enough - and
685 I can hold an emergency hearing for one issue within three days. So I
686 don't know.
- 687 Gene: Well, that wasn't brought to my attention that we could do that. That's
688 what I'm saying. As long as there's something that we can get if
689 something's out there.
- 690 Female Speaker: When you come to really super, super - please call me personally. Don't
691 deal with anybody else. Call me so that you and I can work through it. I
692 know you know how to get me. You know I always answer the phone. So
693 I think we need to address those kind of things on a case by case, because
694 I don't want to abuse that either. Here's the thing. If somebody reports
695 that we're doing it a lot, that's not - I mean, maybe once. If we did
696 something like that once or twice a year for a super serious offense,
697 nobody is ever going to find fault. But if we're doing it and the real estate
698 division thinks that we're doing it to circumvent the statutory
699 requirements, we're all going to look bad.
- 700 Gene: See, that's what I'm saying. There will be none of that. It will be case by
701 case. Then the thing is, this shouldn't be on here when we come to a
702 meeting, all these hearings. We shouldn't have to have this here. This is
703 kind of simple stuff. I mean, if they showed up.
- 704 Female Speaker: But that's the law.
- 705 Gene: It would just be stupid.
- 706 Female Speaker: That's the law though.
- 707 Gene: I understand.
- 708 Female Speaker: We can't take action unless we put them - I mean, the way the legislature
709 has our violation process set up is ridiculous, if you ask me.

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Female Speaker, Aretha, Gene, David, Les, Bill

- 710 Gene: Yes, it is. Yes, it is.
- 711 Female Speaker: But that doesn't excuse us. Just because we don't like it doesn't excuse us
712 from being forced to follow it so that we can keep our nonprofit status and
713 our insurance and everything else. But when it comes to really serious
714 things, Gene, why don't you and I work through them together? Just call
715 me so that you can brief me on what's going on. I know we have had them
716 once or twice. I have talked to you a couple of times. The people with
717 these jump houses and stuff. They shouldn't just appear. They need to
718 hold the association harmless. If some kid goes in there and hurts
719 themselves landing on the - jumping out of it and lands on their head on
720 the cement. Those are issues that we need to be protecting.
- 721 Gene: Well, the big one we've got is as I told you, that one in 3683.
- 722 Female Speaker: We're on recording. We can talk about that some more though. So we'll
723 table that for now. You want to table the hearing committee for now or
724 just take no action? You want to just take no action at this time?
- 725 Gene: Take no action.
- 726 Female Speaker: We already set up for additional lamp posts. Meeting 10/17 at
727 community. Are you having issues with your tow company?
- 728 Gene: I know the sign is still posted. Just to be able to get these guys coming
729 through. They're not coming through enough, whoever they are. People
730 are still taking the liberty to park anywhere. What is going on? It's so
731 funny when they do it during the day. There's nobody in the driveway.
732 It's like, what are you doing?
- 733 Female Speaker: I'll have [inaudible 00:49:18] for you. Discussion on updates on all
734 homeowners/renters in the community? That's an hourly changing thing.
735 You know, between the banks taking them, and of course, you know,
736 who's buying them in there? People are not buying them to move in.
737 People are buying them and using them as rentals. There's no perfect
738 solution for this. What would you like to see? Tell me.
- 739 Gene: I don't know how. This is going to be tough. But we got I think a couple
740 of families that are too many in the house. I'm seeing like dual families in
741 homes.
- 742 Female Speaker: Here's the problem that I'm going to have with that. If they're not causing
743 violation problems or other problems, if their assessments are current and

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Female Speaker, Aretha, Gene, David, Les, Bill

744 they're just cohabitating, I'm going to have a real problem trying to address
745 that.

746 Gene: They are.

747 Female Speaker: Causing violations?

748 Gene: There's a lot of kids.

749 Female Speaker: Then that's how we need to go at it, because here's the problem. I know it
750 says that they're single family residences. We've already been through this
751 with one of the ladies that you had there, that her brothers were all living
752 with her. I know you've already been down that road. But let's talk about
753 that, too, from the violation standpoint. So we should probably have
754 talked about that in the executive session instead of on the open agenda.
755 But let's talk about that, going at it from another - because it's almost
756 impossible for me to send them a letter and say, you have two families
757 living here, when I don't have any proof of that other than we think there's
758 two families living there.

759 Bill: Most of the time, the owners, they do not know. When you do the lease
760 it's four or five people. A man and a wife and three kids. If the owners
761 know they will probably help us with that.

762 Female Speaker: I think the point that you're missing here is that we're not getting that
763 information. I think that's what Gene is trying to tell me. We're not
764 getting the leases. But let's discuss that.

765 Bill: But if you see it. I don't know. The owners, they don't mind knowing
766 that.

767 Female Speaker: But how can I send them information if I don't even have the lease? If I
768 don't have a lease - and that's Gene is telling me. We don't have
769 documentation on a lot of this. He's already probably worked with my
770 office on it. I'm sure he spoke to Cathy because Gene and Cathy talk quite
771 a bit.

772 Bill: Well, I would guess if you let the owners know that you want a lease,
773 they'll send you a copy.

774 Female Speaker: No, that hasn't always worked for us either. Let me tell you. How many
775 times have we had - we went through, I think, three hearings where I had
776 like a dozen people that I sent fines because they hadn't turned in leases.
777 So let's talk about that, though, when we're not in an open session. So the

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Female Speaker, Aretha, Gene, David, Les, Bill

- 778 three things that are on here for ratification are things that you've already
779 done. We sent out some emergency calls for the exit gate because it was
780 malfunctioning. We ordered the signs from Peach Tree, and we had to put
781 the new loop detector in for your gate. So I just need somebody to make a
782 motion because we've already done this work for you.
- 783 Gene: Motion.
- 784 Female Speaker: Thanks, Gene. Second?
- 785 Bill: Second.
- 786 Female Speaker: Thank you, Bill. All in favor?
- 787 Multiple: Aye.
- 788 Female Speaker: Thank you. There's no homeowner correspondence. Again, the next
789 meeting date will be November for your budget ratification. You do not
790 have to come to that. So your next meeting that you do have to come to,
791 unless we have to set up an emergency hearing - and if I have to do that,
792 you'll probably get a phone call from Tiffany. But if I don't have to do
793 that, your next regular meeting will be in January. It will be sometime in
794 the first two weeks of January, okay? Somebody can make a motion.
795 There's no homeowners here for homeowner forum, unless Aretha wants
796 to say something.
- 797 Aretha: No.
- 798 Female Speaker: Then can somebody make a motion to adjourn the meeting?
- 799 Bill: Motion to adjourn the meeting.
- 800 Gene: Second.
- 801 Female Speaker: Thank you. The meeting is adjourned at 6:20.

CTW 5-9-12

Female Speaker, Aretha, Gene, Bill, David

- 1 Female Speaker: This is the Cottonwood on Alexander Homeowners Association notice for
2 board of directors meeting. It's Wednesday, May 8. Oh, it's the 9th.
3 Wednesday, May 9. Sorry about that. I'm like, that doesn't seem right.
4 We are at the Office of Community Management Sales at 5631 South
5 Pecos. We're very late. It's 7:15. We're just calling the open meeting to
6 order. There are no homeowners present. Well, there is. Aretha, you're
7 here. Do you want to say anything in open forum, Aretha? If not - oh, I
8 have a quorum of the board. I'm sorry. All three board members are
9 present. I have Gene, Bill and David all here. Do you want to say
10 anything, Aretha?
- 11 Aretha: Not at this time, no.
- 12 Female Speaker: Thank you. Next thing on the agenda, and I didn't switch your agendas in
13 your iPads. My bad. Gosh darn it. That's the right one. First thing on the
14 agenda are the minutes, if you'll read your minutes. Can you see that,
15 Gene?
- 16 Gene: Yes.
- 17 Female Speaker: If you turn it up the other way it will get a little bigger.
- 18 Gene: There we go. Okay.
- 19 Female Speaker: Can somebody make a motion to approve those minutes?
- 20 Bill: I'll make the motion.
- 21 David: Seconded.
- 22 Female Speaker: All in favor?
- 23 Gene: Aye.
- 24 Female Speaker: Next thing on the agenda are the financials. David, do you have anything
25 you would like to talk to the board about regarding the financials?
- 26 David: I don't. I went ahead and I did review the financials. I'm happy to see that
27 we're a little bit under our expenses. Not by...
- 28 Female Speaker: Not by a lot.
- 29 David: Not by a huge amount, but security is a little bit heavy, but we have some
30 cost savings elsewhere. So I am happy that we got a little bit of breathing
31 room at this point in the year.

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Female Speaker, Aretha, Gene, Bill, David

- 32 Female Speaker: Good, so you can make a motion to approve them subject to audit?
- 33 David: Motion.
- 34 Gene: Seconded.
- 35 Female Speaker: All in favor?
- 36 Bill: Aye.
- 37 Female Speaker: Thank you. Next thing on the agenda is the quote to repair the main
38 pedestrian gate. It's \$234.00. We've had it repaired several times.
39 They've gone out and put a little pin here and a pin there. The whole thing
40 needs to be rebuilt. So it's \$234.00 and I'd like to get that done because it's
41 swinging in the breeze.
- 42 Gene: Yes, it is.
- 43 Female Speaker: So I'm told. So can somebody make a motion for me to approve that
44 please?
- 45 Gene: Aye.
- 46 Female Speaker: Is there a second to that motion?
- 47 Bill: Seconded. This was the pedestrian gate, right?
- 48 Female Speaker: Yeah, by the front entrance there. The one that the kids come in every
49 day. It's the one that gets used a lot. I think it gets used more than
50 anything else we have there.
- 51 Bill: Should we have it open for certain hours and then close it?
- 52 Female Speaker: We do. When the kids are coming out of school - because Gene works
53 really closely with the security company. Every day, you talk to them,
54 don't you, Gene?
- 55 Gene: Yeah.
- 56 Female Speaker: And they open it every day while the kids are coming in from school.
57 Next thing on the agenda is maintenance of the community and I'm not
58 sure why that's on there. I'm guessing one of you asked that to be on
59 there. No?
- 60 Gene: Oh, yeah. Just the maintenance man. We're supposed to have them come
61 around at least once a month.

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Female Speaker, Aretha, Gene, Bill, David

- 62 Female Speaker: I don't think we asked him to do that. I think we asked him to come as
63 needed for the lighting and stuff. Is that what you're talking about?
- 64 Gene: Well, look at everything, really. Just to look at the signs at time and
65 seeing if anything needs to go. Sometimes guest signs are fading out.
66 Guest parking signs.
- 67 Female Speaker: Well, we kind of do that stuff on an as needed basis. I can have somebody
68 go and do a onceover if you want to, or I can come and do it with you.
- 69 Gene: I don't think all of them. I think the ones by me are faded.
- 70 Female Speaker: Well, do you want me to come out and you and I can kind of go do it?
- 71 Gene: If you want to, that's fine.
- 72 Female Speaker: I can do that. That's not a big deal. I can do that. Thank you.
- 73 David: You're welcome.
- 74 Female Speaker: Let's see. The next thing on the agenda are things that we actually already
75 did. So we're just ratifying the actions that we already have taken. They
76 did the entry gate repair on the sixth of March. That was when it wasn't
77 closing. That was \$106.25. We had to have the pull handle gate repaired.
78 That was \$100.00. We had Desert Lighting out there to remantle the gas
79 lamps that are out there. It was \$179.47. I'm much happier with this
80 company than I was the last one, by the way. We got Sun Devil Pools had
81 to go in there and put new bulbs in both the swimming pool and the spa.
82 That's \$179.73.
- 83 On the 20th of April we had to have Gate Access Services out there again,
84 and they were fixing a couple of locks that we had down over there. So
85 our locks have been a real problem. So that was also \$106.25. If I could
86 just get somebody to make a motion to accept that.
- 87 David: I'll motion, but on the pool signs, on the Sun Devil one, I'd like to mention
88 that they re-hung the signs and they were up very briefly. One of them has
89 since fallen down.
- 90 Gene: Yes, the other night.
- 91 Female Speaker: Is there a second to the motion?
- 92 Bill: Second.

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Female Speaker, Aretha, Gene, Bill, David

- 93 Female Speaker: All in favor?
- 94 Gene: Aye.
- 95 Female Speaker: Thank you. There is no homeowner correspondence. Again, our next
96 meeting day will be by email. That's the way we always do it. This is the
97 homeowner open forum. Do you have anything you want to say, Aretha?
- 98 Aretha: No.
- 99 Female Speaker: This is probably the fastest open meeting we've ever had. It's 7:20 and I
100 need a motion to adjourn.
- 101 Gene: Motion.
- 102 Bill: Second.
- 103 Female Speaker: Thank you.

CTW 7-18-12

Female Speaker, Gene, Bill, David

- 1 Female Speaker: This is the Cottonwood at Alexander Homeowner Association board of
2 directors meeting for Wednesday, July 18th. It is 5:30 PM. We are
3 meeting at the Office of Community Management and Sales at 5631 South
4 Pecos. I do have a quorum of the board. All three of my board members
5 are here, present and accounted for. Gene, Bill, and David. Hi, guys.
- 6 Gene: Hello.
- 7 Bill: Hi.
- 8 Female Speaker: So the meeting is called to order at 5:30. There are no homeowners
9 present. So the first thing on the agenda is the approval of minutes from
10 the May 9th meeting. Has the board had an opportunity to read the
11 minutes? Can somebody make a motion to approve them?
- 12 Gene: Make the motion.
- 13 Female Speaker: Thank you, Gene.
- 14 Bill: Second.
- 15 Female Speaker: Thank you, Bill. All in favor?
- 16 Multiple: Aye.
- 17 Female Speaker: Thank you. Next thing on the agenda are the financials. David, you are
18 our resident rocket scientist with that. Any comments or concerns or
19 anything from you with regard to the financials or anything you'd like to
20 bring the board's attention to?
- 21 David: I have had the chance to review the financials. Everything seems to be in
22 order. I did notice a sort of trend as far as our income seems to be kind of
23 declining just a little bit. But I think we're still going to be in fairly good
24 shape.
- 25 Female Speaker: Okay. I think that probably has to do with collections. That's a cyclical
26 kind of thing. So can you make a motion then, David, to approve the
27 financials?
- 28 David: Motion.
- 29 Bill: Second.
- 30 Female Speaker: Thank you, Bill. All in favor?
- 31 Gene: Aye.

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Female Speaker, Gene, Bill, David

- 32 Female Speaker: Thank you. There is no old business. There is new business. This is a
33 courtesy bid. Do not feel obligated to take it, but I know that we had some
34 issues with bugs at the pool last summer. So the vendor just gave us a
35 courtesy bid. I didn't know if you wanted to entertain looking at that just
36 around the pool area or not.
- 37 David: I didn't see a lot of bug issues last year. I did see a couple of little lizards.
- 38 Female Speakers: Well, they would eat the bugs.
- 39 David: Just little ones. I don't know. I haven't been out at the pool too much this
40 year.
- 41 Gene: Me either. I ain't messing with it.
- 42 Female Speaker: I haven't had reports but I don't get a lot of use at that pool. My bigger
43 concern was not necessarily for the cockroach variety, but for the spider.
44 If there's not a lot of use out there, we would have black widows and stuff
45 like that in the summer months. So my thought was I would rather be safe
46 than sorry, and his price is reasonable.
- 47 David: Is this something where it would be an annual contract?
- 48 Female Speaker: No.
- 49 Bill: Just once a month?
- 50 Female Speaker: He would come once a month. We could put him in there on an annual
51 contract if we wanted to.
- 52 Bill: Probably summertime.
- 53 Female Speaker: For \$600 a year it's cheap insurance as far as I'm concerned. My thing is
54 that I always like to err on the side of caution. But it's not a necessity for
55 you to do it. I do recommend doing it, especially in the summer months,
56 especially if we have young kids out there. I know I've seen a lot of black
57 widows at my own pool.
- 58 David: I wouldn't mind, say, like a nine month contract. All months except, say,
59 December, January and February.
- 60 Female Speaker: Then I'll write it in.
- 61 David: If we could find out. It doesn't cover the terms in this quote.
- 62 Female Speaker: For December, January and February?

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Female Speaker, Gene, Bill, David

- 63 David: If we took a nine month and we could give them that commitment. Hey,
64 we're not talking month to month. We'll give you a nine month
65 commitment.
- 66 Female Speaker: I'll just write it in.
- 67 David: Could we go down to - well, one thing, could we go down a little lower
68 and say, get - instead of \$450, say \$400 for a nine month contract.
- 69 Female Speaker: I could ask him.
- 70 Bill: So he would come out once a month and spray?
- 71 David: Once a month in all months except December, January, February, because
72 in those winter months it's not an issue. But then you start to get into
73 Spring and it gets warmer.
- 74 Female Speaker: So we'll say 400 for a nine month contract, okay. David makes that
75 motion.
- 76 Bill: So he's just going to spray the pool area?
- 77 Female Speaker: Yeah.
- 78 David: Just the pool.
- 79 Female Speaker: Okay, so David made a motion to accept it if we can get \$400 for a nine
80 month contract. Is there a second for that motion?
- 81 Bill: Second.
- 82 Female Speaker: Is there any discussion? Do you want to say anything, Gene?
- 83 Gene: No, I'm good.
- 84 Female Speaker: Do you want to vote? Have a motion to second. All in favor?
- 85 Multiple: Aye.
- 86 Female Speaker: Good. I'll contact him and if he can do that, we'll get him started.
- 87 David: Great.
- 88 Female Speaker: Next thing on the agenda is to replace the pool lock. That is for the
89 storage room.
- 90 David: This is actually to the pump room?

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Female Speaker, Gene, Bill, David

- 91 Female Speaker: Yeah.
- 92 David: Which lock is it? As I recall seeing the back lock.
- 93 Female Speaker: It's the store room.
- 94 Gene: In the back.
- 95 David: The very, very back room?
- 96 Gene: In the back, yeah.
- 97 David: I noted that previously, that that lock needed to be replaced.
- 98 Female Speaker: Yeah. So it's \$177.72. We used this locksmith because that's who did
99 your pool gate locks. That's why we used him in particular, if you wanted
100 to know why. Is that okay?
- 101 David: Yeah, that's fine.
- 102 Female Speaker: Second?
- 103 Bill: Second.
- 104 Female Speaker: Thank you, Bill. All in favor?
- 105 Multiple: Aye.
- 106 Female Speaker: Thank you, and all the other stuff is stuff we've already done. We had to
107 order gate cards because we were out of them. So we ordered 50, and of
108 course they are expensive. They are \$9.00 a piece. We hand those out as
109 necessary when people come in. The next thing was the pedestrian lock
110 that we talked about last time. Parts were laying all over the place. So we
111 had that done. That was \$170.00. Then again, on the gate, the same gate.
112 The damaged latch. So another \$234.00 on that. We had your stop sign
113 repaired. That was \$75.00.
- 114 David: I noticed that was broken, actually, last night.
- 115 Female Speaker: Yeah.
- 116 Gene: Again?
- 117 Female Speaker: It is? Again?
- 118 Bill: I don't understand that one.

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Female Speaker, Gene, Bill, David

- 119 Gene: The one in front of the gate.
- 120 David: As you're driving into the community.
- 121 Bill: The plastic one? Oh, Jesus.
- 122 Female Speaker: I know.
- 123 David: It was broken and there's a light fixture underneath. The bulb was gone
124 out of that too.
- 125 Bill: Yeah, I saw the bulb was gone.
- 126 Female Speaker: So all of these are things that we've already done. So I just need
127 somebody to motion to ratify the actions that we've already taken, please,
128 on A through F.
- 129 Bill: I'll make the motion.
- 130 David: Second.
- 131 Female Speaker: Thank you. I'll make David the second. All in favor?
- 132 Multiple: Aye.
- 133 Female Speaker: Thank you, gentleman. Homeowner correspondence from 3679 Starry
134 Beach is next.
- 135 Gene: Yeah, we read on that.
- 136 Female Speaker: Would you like me to respond in any way other than saying that we're in
137 receipt of your complaint and hope that you have filed a police report,
138 yadda, yadda, yadda? Or do you want me to just say nothing? What do
139 you want me to do?
- 140 Gene: I didn't see an hour. She's talking about what time?
- 141 Female Speaker: They're tenants, first off. So tenants don't really have - this is not going to
142 sound right. But the board and the management company don't have a
143 perceived or real contract with the tenant.
- 144 Gene: Correct.
- 145 Female Speaker: So really an issue with the tenant needs to be dealt through the owner.
- 146 Bill: Yeah, that's what it is.

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Female Speaker, Gene, Bill, David

- 147 Female Speaker: So I don't even know that responding is - for us to respond at all would be
148 appropriate anyway, because it is a tenant. Other than perhaps they need
149 to discuss it with their owner. Maybe if you want me to send a letter
150 telling them that while we're sympathetic to their circumstances, they need
151 to discuss it with their owner. I'm happy to send them that kind of letter if
152 you want me to.
- 153 Gene: Yes, yes.
- 154 Female Speaker: Okay. Next meeting day, we'll do like we always do by email. There is
155 no homeowners here.
- 156 David: I have one quick question.
- 157 Female Speaker: Yeah, go ahead, David.
- 158 David: At the last open forum, the pool had been closed for - I think it was
159 roughly two days.
- 160 Female Speaker: Oh, I saw that.
- 161 David: I was curious what the reason was, why it was closed.
- 162 Female Speaker: You know what? I never heard about it, because I didn't hear from the
163 pool company why, unless it was a chemical thing. Sometimes if they go
164 in there and they put chemicals in there, they have to put chemicals in
165 there and it's too rough for your skin. So they'll post a closure. But they
166 didn't say anything to me.
- 167 David: A thought, because in the interest of fostering goodwill in the community,
168 we have this amenity. If it's a season when it's traditionally open and it's
169 closed for some reason, if maybe we could put in the next newsletter -
170 kind of like we put in the tips about pick up your trash, pick up after your
171 dogs. Just an FYI, during certain months the pool is open, if there's ever a
172 time when it has to be closed, we'll post a sign. It's for some sort of a
173 reason like it has to be chemically treated or something like that, so people
174 are aware of that. Maybe just a little blurb adding to the next
175 announcement.
- 176 Bill: The guys that's doing the work could put a little sign up. The ones that's
177 doing the work actually get those in?
- 178 David: All they did was they put up the sign that said pool closed. But it wasn't
179 clear, why was it being closed?

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Female Speaker, Gene, Bill, David

- 180 Female Speaker: And they didn't say anything to us, so it's really unusual for them to do
181 that unless it's a chemical thing. Like if the chemicals are so out of
182 balance. Like if they had to come in and put a lot of acid or something in
183 that would be potentially harmful to your skin, they would close it. They
184 would put a lot in to bring whatever level to where they needed to be, and
185 then come back and check it.
- 186 David: I noticed a couple days later, there was a guy out there. He looked like he
187 was doing some sort of work on the pool. He had a big hook or net or
188 something. So I'm sure that's probably what it was related to. But some
189 notice about that would be nice. I mean, every time it's closed, a separate
190 notice doesn't need to go out, but maybe once at the start of the summer
191 put out something saying, there may come a time when the pool has to be
192 closed for maintenance reasons. If this is the case, we'll post a sign and
193 we'll go ahead and make every effort to open it as soon as possible.
- 194 Gene: I want to piggy back off that too, real quick. Because we've done this for
195 the three or four years we've been together. This year we forgot to put up
196 the fireworks - no fireworks. We forgot to do it. It wasn't bad. The guard
197 took care of it.
- 198 Female Speaker: He did?
- 199 Gene: He took care of it.
- 200 Female Speaker: I wouldn't have even thought about it.
- 201 Gene: We should have a sign up.
- 202 Female Speaker: I would not even - because your community is the only community I have
203 that doesn't allow them. I would not have even thought about it.
- 204 Gene: But I forgot. Everybody was like, oh, we forgot to put the sign up.
- 205 Female Speaker: You guys are the only community I have that doesn't allow them, and part
206 of that is your proximity to where you're at.
- 207 Gene: Every year too, we always have it up there.
- 208 David: I didn't hear too many. A lot of the fireworks I heard were very clearly
209 outside.
- 210 Gene: It happened down by me. That's where they were. That area, that
211 neighborhood. Also, is Cathy my go to after hours? I usually call her.
212 But is she -

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Female Speaker, Gene, Bill, David

- 213 Female Speaker: For like - give me an example. For what?
- 214 Gene: Gate broken or things of that nature.
- 215 Female Speaker: Well, yeah. The emergency phone. Is that what you're calling? The
216 emergency phone?
- 217 Gene: Exactly. Exactly.
- 218 Female Speaker: Yeah, that's fine. Are you not getting a response?
- 219 Gene: Well, usually I just call Cathy at her cell number.
- 220 Female Speaker: Okay. I mean, because you can always call me. You know that.
- 221 Gene: Right. I just wanted to make sure we've got somebody.
- 222 Female Speaker: You can always call me. My cell phone, unfortunately, is on 24 hours a
223 day. If you call and you don't reach Cathy - because she's had that cell
224 phone a long time. She's sometimes with her granddaughter swimming or
225 whatever. I don't swim. I don't like to get my hair wet. It's that hair thing,
226 you know?
- 227 Bill: No wind. No rain.
- 228 Female Speaker: No water, no wind, no nothing. But you can always call me, Gene. You
229 know that. You know you're always welcome to call me, day or night.
230 Doesn't matter.
- 231 Gene: You might be out of town. Just somebody that can get here.
- 232 Female Speaker: I still do take my phone, although I did have a real vacation this year
233 where I left the phone at home. So that's the first in 15 years. I left my
234 phone at home for two weeks. It was really weird.
- 235 Gene: The baddest thing is always the gate. That's always the thing. Other than
236 that it's okay. We can manage.
- 237 Female Speaker: Yeah. No, the gate I can always - I mean, if you call and you don't get
238 somebody you can always call me. But the emergency phone is always
239 what we try to do immediately after hours.
- 240 Bill: Did we change keys to the pedestrian gate?
- 241 Female Speaker: No, it was just broken. We just had to fix it. We had a lock built to fit our
242 keys because we didn't want to reissue keys. If it wasn't so expensive, I'd

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Female Speaker, Gene, Bill, David

243 have had them put a push button lock in there so that we could change the
244 code on it. But those are very expensive. It would have cost us \$1,000 to
245 do that.

246 Bill: That's expensive.

247 Female Speaker: Probably more than that, actually, because it's about 750 and you have to
248 put a push button on either side. So they're pretty expensive.

249 David: And the downside to that is, let's say a problem that we used to have with
250 the main gate. Everybody gets the code. Then what's the point of having
251 a gate if everybody can get in?

252 Female Speaker: Yeah. They last a little bit longer than the key locks do - the push buttons
253 do. But it's so dirty and windy and hot and gooey. All those mechanisms
254 just don't last like you hope they would.

255 Gene: Dry desert.

256 Female Speaker: Anything else I can do?

257 Bill: I just have a question. I already know the answer.

258 Female Speaker: So you're going to ask it anyway, okay.

259 Bill: Yeah, just to get your feel on it. I noticed some communities just leave
260 the gates open maybe. They open up at 6:00 or 7:00 and they are just
261 open. 6:00, you've got to have your key.

262 Female Speaker: There are different communities that do different things. I manage some
263 communities that are still under construction. So rather than having the
264 construction crews using the gates and wearing them out, we have always
265 a gate open for the construction crew and a gate open for the models,
266 because usually communities have two gates. Every other community I
267 manage that's gated, that is not currently under construction, the gates are
268 closed all the time. It is a ridiculous idea for people to have gates and
269 keep them open.

270 The reason I say that is because that is a perceived amenity when you buy
271 somewhere or move in somewhere. It's a perceived amenity. It's
272 perceived because gates don't provide security. We all know that. It's a
273 perception.

274 Bill: Might slow them down.

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Female Speaker, Gene, Bill, David

- 275 Female Speaker: Well, it will slow down the traffic because you have to stop coming in.
276 You have to stop going out. But like I said, it's a perceived amenity. But
277 we do try to always have them operational. One of the biggest problems
278 that we had in your community when I first started managing was that
279 your gates had been broken for the better part of the two or three years.
- 280 Bill: We had a lightweight gate up, didn't we?
- 281 Gene: Yeah.
- 282 Female Speaker: The very first thing that I did as your manager was rebuild your entire gate
283 system.
- 284 Gene: That was terrible.
- 285 Female Speaker: That's the first thing I did. You know what? It operated flawlessly for a
286 couple of years. So we did the right thing when we did it. But I mean, it's
287 an important thing to have them operational, I think. I have gates on my
288 home. One of them is broken right now and it drives me crazy. So I
289 understand. Because now I have to go all the way around. So I'm
290 complaining I have to go an extra 100 feet. But that's what they're there
291 for. They're there to be functional and to operate. So it's a really
292 important thing to have them functional.
- 293 Bill: The expense on that is not nearly as much as the other was, that other gate
294 we had.
- 295 David: No.
- 296 Female Speaker: We spent \$30,000 getting this gate fixed.
- 297 David: Any issues we have now with the gate are when it's exceedingly windy.
298 Not normal wind, but I mean a couple times a year when the wind is so
299 nasty and a gust comes along at the wrong time. It will pop one of the
300 hinges. There's nothing you can do about that. That's Las Vegas.
- 301 Gene: Usually it gets caught and you have the overzealous person that comes
302 through and takes it on.
- 303 David: Yeah, and I mean, I think maybe about three years ago we had a couple
304 people who were tying the gates open.
- 305 Female Speaker: Yes.
- 306 David: Whenever I caught that, I just went out there and I cut those.

CTW 7-18-12
Female Speaker, Gene, Bill, David

307 Bill: Tying it?

308 Gene: Yeah, tying it.

309 David: But I haven't seen anybody try that in the past, probably three years.

310 Female Speaker: I think in generalities. Aside from the little piddly stuff, people knocking
311 the signs down and the little piddly stuff that we're always going to have a
312 problem with. We have kids in there. We're always going to have issues
313 like that. But I think as far as our big ticket items, I think we've really
314 rebuilt everything that we could rebuild. They're all bionic now because
315 we've put in bigger, stronger, better so that we would have less problems.
316 We still have problems with people hopping the walls, but not like we did.
317 I mean, I think that it's less than it was. We had people hopping the walls.
318 They were like locusts coming into a cornfield.

319 David: I saw - I was up in my office about a week ago looking out my office
320 window, which looks down on Rocky Beach. I saw three kids running on
321 the apartment side of that wall. These kids were no older than six or
322 seven. They can get up there.

323 Female Speaker: Oh yeah, they can.

324 David: The good thing is, that they can't get over the metal. But they can get up
325 there. There's nothing we can do to stop them.

326 Female Speaker: No, but we've done - I think we've done overkill. When we built that front
327 gate, I mean, it's a massive gate.

328 Bill: Yeah, it's a massive gate.

329 Female Speaker: It's a massive structure, but we haven't had the problem of people - well,
330 we put those gator teeth on it too, because we were having people ram it.
331 Remember? People were just ramming the gate.

332 Bill: Oh yeah.

333 Female Speaker: So I think everything that we've done - we did spend a lot of money
334 together. Really a lot of money, but I think we're moving in the right
335 direction. Eventually we're going to have a sense of community in there.
336 You'll see. It'll happen. It'll happen because it's really starting to be a nice
337 place.

338 Gene: We've got just a few more riff-raffs.

CTW 7-18-12

Female Speaker, Gene, Bill, David

- 339 Female Speaker: We've got like ten really serious delinquency problems. We have ten
340 really serious ones, and that's not bad when you think about it.
- 341 Bill: No, not for this.
- 342 Female Speaker: That's less than 10%. I'm happy about that. It's a lot of money. I'll give
343 you that; it's a lot of money. But 10%, that's pretty good. Considering
344 your demographics and the location and everything else. Listen, I have
345 other communities that I probably have - this one, here. This is houses,
346 single family homes and I bet I probably have 20% in there.
- 347 David: Well, and given that our major stick - I mean, in a normal time, if
348 somebody was seriously delinquent then we could look at actions about
349 foreclosure.
- 350 Female Speaker: Foreclosure. We still can look at that.
- 351 David: We can do that now, but it would be ridiculous.
- 352 Female Speaker: Unless Bill falls behind. Then it will be clear.
- 353 David: In these times I think it's very good.
- 354 Female Speaker: I think we're in good shape. I really do. I think we're in good shape.
355 We'll just keep one foot in front of the other. We'll just keep moving.
- 356 Bill: Now, when they're sold, we get nine months back?
- 357 Female Speaker: We get nine months super lien, unless it goes on a short sale. Then
358 everything is negotiable. On a short sale, we generally get much more. A
359 lot of these are not going short sale, though. They're foreclosing. So we
360 are ending up at the nine months. That's going to make your bad debts
361 look bad this year because a lot of that gets written off. It goes against
362 your income and puts you in a better light tax wise.
- 363 Bill: Approximately what's the owner tenant ratio?
- 364 Female Speaker: I have no idea, and you don't want me to know that.
- 365 Bill: I probably don't.
- 366 Female Speaker: You do not want me to know that, because then if you ever did become
367 eligible again for FHA or VA loans, that would knock you right out of the
368 park, I'm sure. I'm sure it's very high. You're not planning on moving in
369 there any time soon, are you, Bill?

CTW 7-18-12
Female Speaker, Gene, Bill, David

- 370 Bill: No.
- 371 Female Speaker: Come on. We need more owner occupieds in there. Come on.
- 372 Gene: Yeah, we do.
- 373 Female Speaker: Anything else, gentlemen? No? Somebody want to make a motion to
374 adjourn?
- 375 David: Motion.
- 376 Gene: Second.
- 377 Female Speaker: Thank you.

CTW 9-26-2012
Female Speaker, Bill, David

- 1 Female Speaker: This is the Cottonwood at Alexander Homeowner Association board of
2 directors meeting. This is the open meeting agenda. It was set to start at
3 5:30. Our hearings ran a little long. So it is 5:55. I do have a quorum of
4 the board. I have Bill and David present. Gene was unable to be with us
5 tonight. Also present tonight is Amy Wright from community
6 management. So I have quorum so we're opening the meeting. There are
7 no homeowners present so we can dispense with the homcowner forum.
- 8 Next thing on the agenda is the approval of the minutes from the July
9 meeting. Gentlemen, have you had an opportunity to read the minutes?
- 10 Bill: Yes.
- 11 Female Speaker: Someone make a motion to approve the minutes?
- 12 Bill: Motion.
- 13 David: Second.
- 14 Female Speaker: Thank you, Bill. David. You are Mr. Treasurer. Any comments about
15 the financial status of our community?
- 16 David: Not at this time. Everything looks to be in good order at this point.
- 17 Female Speaker: So can you make a motion to approve the financials based on an audit?
- 18 David: Motion.
- 19 Female Speaker: Thank you. No old business. New business is the audit. You know,
20 every year we get an audit on your community pursuant to Nevada statute.
21 Your audit is \$1700. Bainbridge has been doing your taxes and your audit
22 for the last couple of years. I'm very happy with them and you got bulk
23 pricing because every community I manage - I package it all up and
24 everybody goes to the same place. So you got bulk pricing on it. If you
25 would like me to go out and get additional bids, I'm happy to do that for
26 you, because the only one that I have in here tonight is from Bainbridge.
- 27 David: I've been happy with the quality of Bainbridge's audits in the past. So I'd
28 be fine with them.
- 29 Female Speaker: Okay. So you want to make a motion to approve that?
- 30 David: Motion.
- 31 Bill: Second.

CTW 9-26-2012
Female Speaker, Bill, David

- 32 Female Speaker: Next thing is Rebel Pools to replace the heater in the pool and spa. Now,
33 they did call me about that and I know we are at the end of our season. I
34 don't like leaving things like this, though. That's just the audit, Bill, if
35 you'd sign that for me.
- 36 Bill: Okay.
- 37 Female Speaker: I don't like leaving things like this for surprises for next year. I'd rather
38 put it in and make sure that it's operational, unless you want to wait until
39 we reopen in the spring. It's totally up to you. I would prefer to get it
40 done now because I have a price and I have good mechanics and I have
41 everything.
- 42 Bill: Let's do it now then.
- 43 Female Speaker: Is that something you'd like me to get an additional bid on? If I'm doing
44 pool work, I prefer to use your pool vendor just like I prefer to use the
45 landscaper if I'm doing landscape work. So it's up to you. I think it's a
46 fair price. You have an unusual system over there. It's a sand filtration
47 system which is why it's so expensive. When I was talking to the pool
48 guy, I said, "Is this a big deal in order to replace it? Should we put in
49 another type?" He said, "Absolutely not. Leave it exactly the way it is. If
50 we don't put something in exactly the way it is, then we have to pull
51 permits with the health department. It's an incredible amount of work."
52 That's part of the reason it's so expensive, because we have to replace it
53 with exactly what's there.
- 54 That's the flip side of this. If we wait until next year, this equipment may
55 be discontinued. We maybe can't get it. Now we're stuck at pulling
56 permits again. So it's totally up to you. I don't have a problem waiting if
57 you'd rather wait.
- 58 Bill: What's it cost?
- 59 David: \$3,400.
- 60 Female Speaker: It's \$3,446.
- 61 Bill: Is this something we do every year?
- 62 Female Speaker: No, this is equipment that is burned out. This is coming out of your
63 reserve fund.
- 64 David: It sounds like a reserve account.

CTW 9-26-2012
Female Speaker, Bill, David

65 Female Speaker: This is a reserve expenditure. It's not going to mess your operating. I'm in
66 good shape.

67 David: Yeah, I'd be okay with that.

68 Female Speaker: Are you okay with doing it?

69 David: Yes.

70 Female Speaker: So David makes a motion.

71 Bill: Second.

72 Female Speaker: Bill seconds. Anywhere on the bottom of that is fine, Bill. Now, what
73 does stay open is your spa. We closed the pool, but the spa stays open.

74 David: Really? Anybody use that thing?

75 Female Speaker: You do. You are the biggest user of the spa.

76 David: I've never seen it used in the winter before. Once the gate gets locked -

77 Female Speaker: I can have it open certain hours while the security people are there in the
78 evenings, or I can not do it at all.

79 David: I think that the pool should probably be a seasonal thing.

80 Female Speaker: Close it. Close it?

81 David: Pool and spa together. I mean, it's tough to say, well, you can't use this
82 big thing over here but you can use the little one right next to it. We have
83 no cover or anything for the pool. It's not like it's drained. So I'd say let's
84 just close it, lock it.

85 Bill: Yes.

86 David: We do have a code if we have any maintenance that we need to do.

87 Female Speaker: Our pool people still service it as if it's used.

88 David: You could. Gene could. Any one of us could get in if we wanted to.

89 Female Speaker: Cover it with something?

90 Bill: Do we cover it?

91 David: No, we don't.

CTW 9-26-2012
Female Speaker, Bill, David

- 92 Bill: Should we?
- 93 Female Speaker: No. No, not necessary. Okay, the other things that are on here. We did a
94 service call on your entry gate for \$255.00. We did a telephone entry
95 replacement which is the one that David signed, which is \$1,450.00. We
96 had to replace the latch at the main pedestrian gate for \$174.00 and we had
97 to put a motor in at your pool for \$350.00. Those are all actions that we
98 automatically took because they needed to be done. So if I could just get
99 somebody to motion to approve those and ratify those actions, please.
- 100 Bill: Motion.
- 101 Female Speaker: Thank you, Bill.
- 102 David: Second.
- 103 Female Speaker: Thank you, David. There is no homeowner correspondence. Our next
104 meeting date is going to be sometime the end of October, beginning of
105 November because it's going to be your budget. I will put your budget
106 together as you have directed, which will be identical to 2012. You will
107 have to come to one more meeting this year. Tell me that the budget is
108 acceptable. I will then mail it out to the community since it's not
109 changing. That's it.
- 110 Bill: Got it.
- 111 Female Speaker: You're good. You want to make a motion to adjourn?
- 112 Bill: Motion to adjourn.
- 113 David: Motion.
- 114 Female Speaker: And it is 6:05.

CTW 10-31-12

Female Speaker, David, Gene, Bill

- 1 Female Speaker: Okay. This is the Cottonwood at Alexander board of directors meeting for
2 Wednesday, October 31, 2012. This is being done at the Office of
3 Community Management and Sales at 5631 South Pecos. Calling the
4 meeting to order. I have all three board members present. There are no
5 homeowners present. Next thing on the agenda is the approval of the
6 minutes from the September 26th meeting. Can the board make a motion
7 to approve those?
- 8 Bill: Motion.
- 9 Gene: Second.
- 10 Female Speaker: Next thing on the agenda are the financials. David, you're getting those by
11 email. Do you have any comments, questions, concerns about those?
- 12 David: No, everything looks to be in good shape. We're roughly on budget for
13 the year and I don't foresee any problems throughout the remainder of the
14 year.
- 15 Female Speaker: Can you make a motion to approve them subject to audit?
- 16 David: Motion.
- 17 Female Speaker: Is there a second?
- 18 Gene: Second.
- 19 Female Speaker: All in favor.
- 20 Multiple: Aye.
- 21 Female Speaker: Thank you. I think I forgot to say all in favor on the minutes. There is no
22 old business. New business is the 2013 proposed budget and reserve
23 study. I know that was sent to you prior to today. David, you are the
24 treasurer.
- 25 David: As the budget has been prepared, I don't see any issues with it. Everything
26 looks fine. I would like to propose a \$4.00 increase to the monthly
27 assessment to cover a proposed increase in expenses as far as security
28 goes, and also some minor changes with regards to appreciation and
29 expenses. Normal year over year things.
- 30 Female Speaker: Is there a second to the motion?
- 31 Gene: Second.

CTW 10-31-12
Female Speaker, David, Gene, Bill

- 32 Female Speaker: Is there any discussion? Do you guys want to talk about it at all? You
33 good with it? All in favor, then?
- 34 Multiple: Aye.
- 35 Female Speaker: Motion is carried. Next thing on the agenda is the 2013 collection policy,
36 which is verbatim the 2012 collection policy. It just says 2013 on it. So
37 can somebody motion to approve that?
- 38 David: Motion.
- 39 Gene: Second.
- 40 Female Speaker: All in favor?
- 41 Multiple: Aye.
- 42 Female Speaker: And you already talked about it, the dollar per hour increase that Norton
43 Consulting has requested. Can somebody make a motion to approve that?
- 44 Bill: Motion.
- 45 Gene: Second.
- 46 David: Beginning when? Next month?
- 47 Female Speaker: I'm sure.
- 48 David: First of the year?
- 49 Female Speaker: I'm sure they're going to ask for it right away. They'll probably ask for it
50 right away. All in favor?
- 51 Multiple: Aye.
- 52 Female Speaker: Thank you. Ratification of a couple of prior actions. We have done these
53 already. The replacing the upper gear box and arm kit at the master gate
54 and the diatomaceous earth filter at the pool. I just need to ratify those
55 actions, so if somebody can motion those.
- 56 Bill: Motion.
- 57 Gene: Second.
- 58 Female Speaker: All in favor?
- 59 Multiple: Aye.

CTW 10-31-12

Female Speaker, David, Gene, Bill

- 60 Female Speaker: Thank you. There's no homeowner correspondence. The next meeting
61 date will be the budget ratification. You do not have to come to that.
62 That's held here during business hours. You can come if you like but it's
63 not necessary. There are no homeowners present. She's here for a
64 hearing. I'll call her in in a minute, sweetie. So there are no homeowners
65 here. Somebody can motion to adjourn this portion of the meeting.
- 66 David: Motion.
- 67 Gene: Second.

CTW 1-16-2013
Female Speaker, Gene, Bill, David

- 1 Female Speaker: This is the Cottonwood Homeowner Association meeting for Wednesday,
2 January 16th. This is the open meeting agenda. We are calling the
3 meeting to order at 5:35. I do have a quorum. I have Gene, Bill and
4 David all present. There are no homeowners present so we'll dispense
5 with the homeowner forum, unless any of you have anything that you'll be
6 talking about it anyway. Next thing on the agenda is the approval of the
7 minutes from the October meeting. Have you guys had a chance to read
8 those minutes?
- 9 Gene: Yes.
- 10 Female Speaker: Can somebody make a motion to approve them?
- 11 Gene: I make a motion.
- 12 Female Speaker: Thank you, Gene. Is there a second?
- 13 Bill: Second.
- 14 Female Speaker: Thank you, Bill. All in favor?
- 15 Multiple: Aye.
- 16 Female Speaker: Thank you. Next thing on the agenda are the financials. That would be
17 from October and November. You don't have December, David,
18 obviously, because once your audit is done there will be some adjusting
19 entries that need to be made. I believe the audit is on the agenda tonight
20 so we'll look at that. December will not be able to be closed out until such
21 time that those adjusting entries are made once we approve them. Do you
22 have any concerns about the financials at this point, David?
- 23 David: I do not, no.
- 24 Female Speaker: So you can make a motion to approve them?
- 25 David: Motion.
- 26 Bill: Second.
- 27 Female Speaker: All in favor?
- 28 Gene: Aye.
- 29 Female Speaker: Thank you. Next thing on the agenda is the audit. David, in particular,
30 did you have a chance to look at that and look at the adjusting entries that
31 Bainbridge would like to make?

CTW 1-16-2013

Female Speaker, Gene, Bill, David

- 32 Bill: It was a lot of stuff.
- 33 Female Speaker: There is a lot of stuff. A lot of the things what they put in there are things
34 that they believe should have been categorized either in reserve account,
35 they want them categorized in another line item, or things of that nature. I
36 don't always agree with what they have written down on there, and you
37 don't have to agree. If you don't agree, then we just communicate with
38 Bainbridge and tell them this is what we think and this is why we think
39 this. They'll have to make adjustments to their paperwork.
- 40 Sometimes they'll call out things like X amount of dollars needs to be
41 transferred to the reserve. Well, that X amount of dollars that needs to be
42 transferred to the reserve, you may not have because it's in outstanding
43 collections or something along those lines. So did you have any
44 comments about the financials, David? I mean, about the Bainbridge
45 thing? I'm sorry.
- 46 David: No, I don't. By and large it's fairly standard audit. I deal with audited
47 financials quite a bit. Not for homeowners associations, but they're always
48 going to be adjusting entries.
- 49 Female Speaker: Right.
- 50 David: Nothing really jumps out at me as being outlandish.
- 51 Female Speaker: Okay. Okay. So then would you make a motion to accept the adjusting
52 entries that were recommended by Bainbridge?
- 53 David: Motion.
- 54 Bill: Second.
- 55 Female Speaker: All in favor?
- 56 Gene: Aye.
- 57 Female Speaker: Thank you.
- 58 Bill: That was just basically standard type things that they were suggesting,
59 right?
- 60 Female Speaker: There's nothing weird on here. It's money between reserve and operating.
61 Some of the things needed to be put in there as - they got weird stuff on
62 here. Architectural deposits. I have no idea what they're calling an
63 architectural deposit. Some of the things I'll have to get clarification on

CTW 1-16-2013

Female Speaker, Gene, Bill, David

- 64 because they don't make sense to me. We don't take architectural deposits
65 so I'm not exactly sure what they mean by that. Boy, you need an
66 engineering degree to run that, don't you, David?
- 67 David: Yeah.
- 68 Female Speaker: Did you use that when you were in school?
- 69 David: Yeah, I got it when I went back to business school.
- 70 Female Speaker: Wow. I think if you get a key it will drive you somewhere.
- 71 David: Change tables, too.
- 72 Gene: Technology.
- 73 Female Speaker: Okay, next thing on the agenda is the security for Cottonwood. The
74 conversation with Ed Norton. I believe that Ed's team is doing a relatively
75 good job. I think there are always areas where all of us can make
76 improvements. Did you guys have some suggestions with regards to that,
77 that we could forward along to him?
- 78 Gene: Rotating his troops around.
- 79 Female Speaker: Rotate staff.
- 80 Gene: And have them be a little more vigilant in patrols, I would say.
- 81 Female Speaker: Vigilance during patrol. They're grateful for the raise. Thank you very
82 much. I actually got an email from Ed, so thank you. Was there anything
83 else that we needed to put on there with regards to the security? I have
84 community gate codes next on the agenda. I didn't put that on there. I am
85 guessing you might have.
- 86 Gene: Yeah, I'd like to talk about that.
- 87 Female Speaker: Sure, let's talk about that.
- 88 Gene: It's kind of hard when you get this thing with the gate codes. I know the
89 main suppliers should have the gate code, something like that. But we
90 have a lot of children that somehow they're getting the code.
- 91 Female Speaker: Do you want me to change it? It's not a big deal. I can just change it.
- 92 Gene: We had it before when you had your other personnel. They always had to
93 go over every week and knock out the codes that they were giving out.

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Female Speaker, Gene, Bill, David

94 Female Speaker: That is so labor intensive, because the reports run down on a modem. It is
95 so slow and it ties up the computer all night. If it trips up somehow during
96 the night, it ties it up the next morning when they come in and they tell it
97 to continue. It might tie it up. Unfortunately I don't have a computer
98 dedicated to that. It's Sarah's computer. So I don't have a problem
99 changing the gate codes. I can set it up to change those gate codes and
100 rotate those gate codes on a regular basis.

101 David: How many are there?

102 Female Speaker: Gate codes programmed in there?

103 David: Well, I'm sure it's a four digit combination with probably about 10,000
104 combos.

105 Female Speaker: Yeah.

106 David: But how many do we realistically need to have as active gate codes?

107 Gene: Right.

108 Female Speaker: I don't think homeowners have gate codes.

109 Gene: No, no homeowners.

110 Female Speaker: So the gate codes that we've had in there have been vendor gate codes.
111 The landscapers are awful for giving out the gate codes. They're the worst
112 vendor.

113 Gene: Yes.

114 Female Speaker: They're the absolute worst vendor. Nobody knows my gate code because I
115 change my gate code about every year, and I never give my gate code to
116 anybody. Nobody gets mine. So my gate code is always in there. My
117 personal gate code. Now, I have to have a personal gate code because I
118 manage many properties and if I don't have the same gate code in every
119 property, I am tearing my hair out when I am sitting at the gate. So I
120 change every year.

121 Bill: There's a card though, too, isn't there?

122 Female Speaker: Yeah. They're different cards for every community too.

123 David: Yeah, and you don't want to have a big stack of them, fishing out which
124 one is which. That's understandable.

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Female Speaker, Gene, Bill, David

- 125 Female Speaker: Are you kidding me? I can barely keep track of my car keys. Are you
126 kidding me? And of course I'm always in a different car. So I don't know
127 what I'm going to be driving. I'd kill myself having to go through a stack
128 of stuff. So my gate code is in every gate that I manage throughout the
129 valley. But I mean, Gene, I have no problem changing them. We can set
130 it up to where I change it quarterly. We can set it up that it's on every
131 agenda and I change them after every board meeting. I mean, we can set it
132 up however you want to. I think Sarah can set up a group email to the
133 vendors that we utilize and say, the gate code is going to be changed on
134 the first Monday of the odd months of the year. You know what I mean?
135 We could change it every month.
- 136 Gene: Well, my biggest thing is just the vendors. Sometimes they give the codes
137 to the same people.
- 138 Female Speaker: All the vendors. I think the landscapers are the worst.
- 139 Gene: Then boom, they use the code, you know? Things like that. Then you
140 drive with somebody punching in the code. You're like, you live here.
141 Why are you punching in the code? You're going to get in the gate
142 irregardless. I mean, you know. But just simple fact that they're shouting
143 it out when you come through the gate.
- 144 Female Speaker: Here's what would make it really easy for me to change the gate codes
145 continually. If I gave every vendor the same gate code. So I gave UPS,
146 the newspaper people. If I gave every vendor the same gate code instead
147 of having 12 gate codes in there for the vendors. If I gave every vendor
148 the same gate code, I could change those gate codes every other month.
149 They would just have to get used to them from email. I don't change gate
150 codes on Fridays for obvious reasons. But I mean, I could set this up to
151 where the first Monday of every even month. We're starting in February.
152 I could change the first Monday of every even month, they get a new gate
153 code.
- 154 David: Yeah.
- 155 Gene: That sounds pretty cool.
- 156 Bill: So it would change every other month, you say? Every month?
- 157 Female Speaker: Yeah, what do you think?
- 158 Gene: They'd all have a set code. UPS, FedEx, those people who need to get in.
159 Other than that, you should have a card or a key. It's pretty simple. It's on

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Female Speaker, Gene, Bill, David

160 every newsletter, the price of it, where you can get it. That's why I don't
161 see where there's a problem. You have people who always have to cut
162 corners. I told one lady, you don't live in an apartment. This is private
163 property. You have to have the card.

164 Female Speaker: Okay, so I made a note and I'll tell Sarah. Email all vendors a new code
165 one week prior to change.

166 Bill: The water company and the power companies, do they have access to the
167 codes?

168 Female Speaker: I think the water company, the power company, the police, the fire
169 department. A lot of those people have that thing on their vehicles and it
170 opens up for them when they get there.

171 Gene: Who was it you said had a gas leak last weekend? The guy, Southwest,
172 couldn't get in.

173 Female Speaker: But that's going to be the way it is when it's a repair vehicle. But when it's
174 the regular vehicles that come there, I think they have the thing on them
175 like the police cars have on them, that it opens up. But I'll tell Sarah. I'll
176 make a note. So we want power, gas, water, newspapers, landscaper, pool
177 company.

178 Bill: What about the constable? That's a different office than the police, right?

179 Female Speaker: They'll contact us, probably.

180 David: Public services.

181 Bill: We need those guys.

182 Gene: UPS.

183 Female Speaker: We don't want to lock those guys out.

184 Gene: UPS, FedEx. You got them down, right? You've got to get your
185 packages. UPS, FedEx, the mail man.

186 David: I got a delivery the other day. He said, what's the code? Mine's not
187 working. I'm like, I don't have one. No can help. Just buzz me and I will
188 let you in.

189 Gene: You really will see some people - don't get me wrong. You've got some
190 people that will be walking up to the gate and somebody is parked to the

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Female Speaker, Gene, Bill, David

191 side. They come up and ask you to take their card. People are doing good
192 things.

193 Female Speaker: You know what? Sarah forgot to put something on your agenda and when
194 we're done with this I'm going to need to go back and talk to you about it.
195 It's something I forgot. I don't know what was wrong with Sarah. The
196 whole thing was wrong. Something was really - well, it might be holiday
197 high still going on, right?

198 Gene: Holiday glitch.

199 Female Speaker: So ratification of prior actions. Let's go on with that. I'll take care of the
200 gate code stuff, Gene. Ratification of prior actions. We had to get some
201 more gate cards for obvious reasons. I had that latch fixed to that
202 pedestrian gate again. I did talk to the gate people. They want to - they're
203 waiting for a new piece of equipment to come out. The gate people are.
204 So they're reluctant to give me information on redoing your system like
205 we did a few years ago, until this new piece of equipment comes out.

206 Gene: Putting something on the gate? On the pedestrian gate, they broke out a
207 piece of the bar. It's in the pool room. They just took it down so they can
208 climb over it.

209 David: The one right next to the wall.

210 Gene: You saw that?

211 David: Yeah.

212 Gene: They broke it out. The security guy let me know that. It's sitting in the
213 pool room. Can you believe that?

214 Bill: No.

215 David: I was going to bring that up in open forum at the end. There's something
216 wrong with the gate.

217 Gene: Good. You saw it too.

218 David: Yeah, about a two foot, foot and a half section. Yep.

219 Gene: Just like that. Took it.

220 David: Right next to the wall.

221 Gene: Isn't that crazy?

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Female Speaker, Gene, Bill, David

222 Bill: Yeah, that's crazy.

223 Gene: [inaudible 00:13:28] always broken the door so can just walk right in the
224 door. Go figure.

225 Female Speaker: So it needs to be welded?

226 Gene: Yes.

227 Female Speaker: Okay, so Gene, I'm going to have them contact you. Is that okay? So you
228 can explain to her. It's going to be Ingrid from RSI Builders because they
229 have on-site welders that they can send out. Can I have her contact you,
230 so that you can explain to her when she goes out there, what needs to be
231 done?

232 Gene: Yeah. She can see it, but I'll tell her, yeah.

233 Female Speaker: Is afternoon the best to contact you because of the fact that you'll have the
234 guy out there to open the pool room? Or do you have keys to all that?

235 Gene: No, I don't have my keys. My keys are still with the security.

236 Female Speaker: Okay, so that's what I'm saying. So in the afternoon when the security
237 people are there?

238 Gene: Yeah.

239 Female Speaker: After 2 PM?

240 Gene: Mm-hmm.

241 Female Speaker: Okay. But they fixed the pedestrian gate except for that. The latch is all
242 new.

243 Gene: It is?

244 Female Speaker: Yes, they had to replace the latch.

245 Gene: Today?

246 Female Speaker: No, it was done. I'm going to need to replace all of that. We're going to
247 need to do heavy duty again. I'm going to probably have to put new iron
248 on there. We're probably going to have to do the pedestrian gate from
249 scratch.

250 Gene: I was going to say, it's been broken.

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- 251 Female Speaker: It's been broken. It's constantly broken. This is exactly what we were
252 dealing with when we started five years ago. So the vehicular gate, I am
253 waiting on new technology. Because they told me when I spoke to them,
254 you're going to throw good money after bad if you do this now. So I don't
255 mind limping along for a couple more months if you're okay with that, in
256 the hopes that the new technology comes out. The pedestrian gate, in my
257 opinion, I think we need to have it built out of beefier steel. I think we
258 need to do it heavy duty like we did the gates when we did the vehicle
259 gates, because it solves our problem for a long time. I think that - I was
260 considering putting on a combination lock, but those are expensive. The
261 way that these people treat that stuff out there, it's too expensive to put out
262 there.
- 263 Gene: Yes, it is. I'm telling you.
- 264 Female Speaker: I did talk to the gate company, because I've thought also about putting up
265 something along the lines of what we did in your swimming pool. You
266 see how well that worked. But your kids are just destructive.
- 267 Bill: It's mostly kids coming in from school.
- 268 Female Speaker: It's all kids. It's all kids, and what happens is, they are just little vandals.
269 It's not that they can't get in when school is out because we have a security
270 guard there. So they're just little vandals. It's unfortunate. But it's not
271 isolated to you. Don't think that. It has nothing to do with your
272 community. I have that same problem all over town. It's everywhere. I
273 managed communities that have, in this day and age, million dollar homes,
274 believe it or not. There are still million dollar homes in Las Vegas. They
275 have the same problem. So it isn't an isolated incident. But when Ingrid
276 comes out there, I'll call Ingrid in the morning on my way to court. I'll let
277 her know that I want her to talk to you. I'll tell her what I am looking for
278 gate wise. I'll have her put a proposal together to do that.
- 279 In the meantime, if you want the other piece fixed, she can just have
280 somebody come and fix that. It's not going to be a lot of money, and she
281 can just have somebody come out there and fix it so at least it's
282 operational, because we're going to have to take bids on the replacement
283 of the gate and meet again to do this.
- 284 Gene: I wonder if she could fix it.
- 285 Bill: That's what I'm saying.

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Female Speaker, Gene, Bill, David

- 286 Gene: You know what I mean? I mean, is it really worth fixing?
- 287 Female Speaker: Well, there are some things that I would think we should think about doing
288 when we do a new gate. I think we should make it bigger than what it is.
289 What is it? The bionic man. Bigger, stronger.
- 290 Gene: Make it big. Make it big. I'm with you on that.
- 291 Female Speaker: But those are considerations I think we need to take into account when
292 we're thinking about doing this. Ingrid will still call you, Gene. You can
293 show her anything that you want to show her when you're out there, if you
294 would please, to save me the trip of going out there and showing her.
- 295 Gene: Like I said, I don't even know if we can fix it. I'm sitting here thinking
296 about it now.
- 297 Female Speaker: Well, she's going to have to come out there and look and see what you
298 want to get as a bid to replace it anyway. The pedestrian gate, we can
299 replace. It's the vehicular gate that I want to wait on because of the
300 technological changes that are coming. They said first or second quarter
301 this year.
- 302 Bill: It would be improved in what way?
- 303 Female Speaker: The way that they explained it to me is the whole dialing system and the
304 operating system is going to work in a different manner and it was going
305 to be a little easier. I might be able to install a digital phone for you over
306 there, how it would work. It would be a lot safer than the dial tone that
307 we're using and other things. Plus a digital phone, I can get for you for
308 \$25 a month. The phone that you have out there now is \$30 something
309 and change. So \$7.00 isn't a lot, but after ten years it adds up. You know
310 what I mean? It's a gate repair.
- 311 Bill: We haven't had any problems with the vehicle damaging the gate.
- 312 Female Speaker: Yes, that's what I'm going to talk to you about in executive session. I have
313 to go back to that after this meeting though. Okay, so we'll do that. We'll
314 work on that. Anyway, I need you to motion to approve the purchase of
315 the gate cards that we did and to fix the latch at the pedestrian gate the last
316 time we did it.
- 317 David: Motion.
- 318 Bill: Second.

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- 319 Female Speaker: All in favor?
- 320 Gene: Aye.
- 321 Female Speaker: Thank you. Anything for the second open - there's no homeowner
322 correspondence. Our next meeting date will do like we always do, by
323 email. There's the next homeowner forum. Do you have anything that
324 you would like to talk about?
- 325 Gene: I like the newsletter that came out.
- 326 Female Speaker: You did?
- 327 Gene: Yes.
- 328 Female Speaker: Oh, good.
- 329 Gene: That was very detailed. Whoever did that, tell them I appreciate it. It was
330 very nice. Very nice.
- 331 Female Speaker: Good. I don't know if Sarah did it or Alexis did it.
- 332 Gene: It was very informative. If you didn't get the message on that, I don't
333 know. She covered it all.
- 334 Female Speaker: Good. I'm not sure which one did it. I don't know if Sarah did it or
335 Alexis. If it's Alexis, she'll be happy. Nobody likes doing newsletters.
336 They are complicated because you've got to fit the words in here. Then
337 you've got to fit them in on this side. Nobody in the office likes doing
338 newsletters. So thanks for the complement.
- 339 Gene: That's right. No stone unturned.
- 340 Female Speaker: Gene liked this newsletter.
- 341 Gene: Me and Aretha both read it. She's got a third grade reading level. It was
342 pretty easy and to the point.
- 343 Female Speaker: Good. Nothing else? There's nothing else, guys?
- 344 Gene: Oh, yeah. One more thing.
- 345 Female Speaker: Go ahead, Gene.
- 346 Gene: One more thing. The little stop thing we've got in there got the crack in it.
347 Are we ever going to fix that? The thing that warns you when you come
348 through the gate. There's a hole in it right there.

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Female Speaker, Gene, Bill, David

- 349 David: The box. It's been broken for a little while.
- 350 Female Speaker: Okay. I need to talk about that, then. I need to find out about that.
- 351 Gene: Other than that, we've got a lot of vacancies out there right now.
- 352 Female Speaker: I know. Is there anything else, gentlemen? We can adjourn this portion of
353 the meeting?
- 354 Gene: Cool.
- 355 Female Speaker: No? Thank you very much.

2013 Election

Female Speaker, Male Speaker, Male Speaker 2

- 1 Female Speaker: This is the election meeting for the Cottonwood on Alexander
2 Homeowners Association meeting. This is the election meeting for May
3 6, 2013. First thing on the agenda is homeowner forum. There's no
4 homeowners here. Next thing on the agenda is the meeting minutes from
5 the 2012 meeting. Can somebody make a motion to approve those please?
- 6 Male Speaker: I motion.
- 7 Male Speaker 2: Second.
- 8 Female Speaker: All in favor?
- 9 Male Speaker 2: Aye.
- 10 Male Speaker: Aye.
- 11 Female Speaker: Next thing on the agenda is the announcement of the election results.
12 David and Bill are both elected by acclamation. Congratulations,
13 gentlemen. Another term for your membership body. Thank you. I like it
14 when things don't change drastically on my boards. The training program
15 is rigorous, but you think about what we have accomplished in the last few
16 years together. We have gotten an enormous amount done together.
- 17 Male Speaker 2: [unintelligible 00:01:05] in '02, I believe. The whole thing. 2002.
- 18 Female Speaker: Is it 2002?
- 19 Male Speaker: The first one, him and - what was his name? I can't think of his other
20 buddy.
- 21 Female Speaker: Ron?
- 22 Male Speaker: Ron. Rob.
- 23 Female Speaker: Rob, yeah. Bob.
- 24 Male Speaker: Bob. They were the first two in there.
- 25 Female Speaker: There's no homeowners present so we can actually adjourn this meeting.
26 The next thing on the agenda is organizational. Are you guys just going to
27 leave your positions the way they are?
- 28 Male Speaker 2: That's fine with me. We're all good at our positions.
- 29 Female Speaker: I know. Somebody want to second that for me?
- 30 Male Speaker: Second.

2013 Election
Female Speaker, Male Speaker, Male Speaker 2

- 31 Female Speaker: All in favor?
- 32 Male Speaker: Aye.
- 33 Male Speaker 2: Aye.
- 34 Female Speaker: That's it. We can adjourn.

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Female Speaker, Gene, Bill, David

1 Female Speaker: This is the Cottonwood at Alexander Homeowners Association board of
2 director meeting for Monday, May 6th. This is the open meeting. We are
3 running a little behind tonight. We're calling the meeting to order at about
4 6:30 PM. I do have a quorum of the board. All three of my board
5 members are here. Hello, gentleman.

6 Gene: Hello.

7 Bill: Hi.

8 Female Speaker: First thing on the agenda is homeowner forum. There's no homeowners
9 here. The next thing on the agenda is the approval of the minutes from the
10 January meeting. Gentleman?

11 Gene: Approve.

12 Female Speaker: Thank you, Gene.

13 Bill: Second.

14 Female Speaker: Thank you, Bill. All in favor?

15 Multiple: Aye.

16 Female Speaker: Next thing on the agenda are the financials. Those would be from
17 December, January, February and March. Any questions, comments,
18 concerns? Anything you'd like to point out to the board, David?

19 David: No. I have had a chance to review the financials and I like the overall
20 direction where things are going as far as our adherence to budget, as far
21 as our capital position, and as far as our collections. So I think things are
22 on the right track.

23 Female Speaker: Great. So we can make a motion to approve subject to audit?

24 David: Motion.

25 Bill: Second.

26 Female Speaker: All in favor?

27 Gene: Aye.

28 David: To that point, because things have been going fairly well, I know it's been
29 a while since we've discussed any sort of a pay increase for your firm and
30 for all of the business and help that you give us. So I'd like to go ahead

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Female Speaker, Gene, Bill, David

31 and motion that we approve \$1.00 per door increase effective on July 1,
32 2013.

33 Female Speaker: Thank you, David.

34 Bill: Second.

35 Female Speaker: Was that you, Gene?

36 Bill: Second.

37 Female Speaker: Thank you, Bill.

38 Bill: Yes.

39 Female Speaker: All in favor?

40 Gene: Aye.

41 Female Speaker: Thank you, gentlemen. Thank you. I really appreciate it. Next thing on
42 the agenda is the proposals for the reserve study. You know that's what
43 you have to get done every five years. David, do you still have those
44 financials I slid down there to you?

45 David: I have the March packet.

46 Female Speaker: Oh, good. You're signing them. Okay. I'm going to bring the rest of the
47 stuff down for you. Thanks. So you know, you have to get a reserve
48 study done every five years, and it's due this year. So we've got some
49 proposals for you to review tonight so that we can be in compliance.
50 Nevada law is who requires us to do these every five years.

51 We have three proposals. One from a company called Reserve Advisors,
52 which is located in Milwaukee, Wisconsin. I don't know how these people
53 say they do a site visit. They must hire somebody to come out and look at
54 the property, I guess. Reserve Advisors' price is 2200. These are all
55 apples to apples, by the way. Reserve studies are easy. They all basically
56 have the same stuff in them. This is Association Reserves. His price is a
57 full study. He's got three different prices. We're not in a hurry to do it.
58 So I wouldn't care how long it would take. It would be \$1,840.00 for
59 Reserve Specialists.

60 Then we have one from Nevada Reserve Studies. That's who did your last
61 reserve study, and his is 1295. I guess it's not rocket science who you're

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Female Speaker, Gene, Bill, David

- 62 going with. So we're talking Nevada Reserve Studies, right? Who's
63 motioning that?
- 64 David: Motion.
- 65 Gene: Second.
- 66 Female Speaker: Thank you. All in favor?
- 67 Multiple: Aye.
- 68 Female Speaker: His are my favorite ones to read, anyway. They're so easy to read. Okay,
69 the next thing on the agenda, to my note that I am constantly working
70 toward trying to save you money, the bank that we have been banking
71 with for a number of years has been giving you free banking. With the
72 crisis that they are in, they are now charging for banking, and I have done
73 some research and some homework. I have found a bank that will give us
74 free banking again. It's Bank of Nevada, right here in Las Vegas. They
75 have actually local branches, whereas the bank that we've been working
76 with didn't have local branches.
- 77 Bill: Really?
- 78 Female Speaker: No. We had to do everything electronic with them. So I would love it if
79 somebody would make a motion for me to move banks to the local Bank
80 of Nevada.
- 81 David: Motion.
- 82 Gene: Second.
- 83 Female Speaker: All in favor?
- 84 Multiple: Aye.
- 85 Female Speaker: Thank you. Discuss residents getting a vendor code for access. I say no.
- 86 David: No.
- 87 Female Speaker: Gene motions. David second. All in favor?
- 88 Multiple: Aye.
- 89 Female Speaker: I am putting N-O. You unlocked it.
- 90 Gene: I am good.

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Female Speaker, Gene, Bill, David

- 91 Female Speaker: The next thing on the agenda is the big projects. Of course the big project
92 that we're in the middle of is that entrance gate, that pedestrian gate. I
93 spoke to the vendor who did the gate the other day, and I said, "Listen.
94 You need to do something about that gate." We're going to have to put
95 some kind of - I know they have them in like military places where the
96 only thing you can get in there is a key and that's it. You can't get a tool.
97 You can't get anything else in there. It's like a sleeve. They put like - if
98 this was a round knob, they'd have a sleeve over the knob so that you
99 couldn't get anything in there except some fingers to twist the knob.
- 100 So that's what I told them I wanted them to do. That's the next thing that I
101 think we need to try. They're not destroying the gate itself, and they were
102 destroying the gate itself. So we're halfway there. Because they were
103 tearing the pickets. I had them put heavy, heavy, heavy duty steel pickets,
104 because those light pickets, if you're a big enough, strong enough person,
105 you can pull those apart. Just like what we did on those shepherd's hooks.
106 It's the same deal. They were pulling those apart.
- 107 So I'm just going to talk to them about seeing if they can do that sleeve
108 over the knob. Other than that, are there any things that you are thinking
109 you might - landscaping I want to leave alone until your lawsuit settles,
110 because we're going to be tearing those walls apart in all likelihood. So I
111 don't want to do a whole lot that way, and it's still pretty expensive to
112 change that lighting out. I can look into it again though, if you'd like me
113 to. I have a new lighting vendor.
- 114 Bill: Check it out.
- 115 Female Speaker: Look at it?
- 116 Bill: Yeah. Back to the gate, can they actually slide under the gate? [inaudible
117 00:07:24].
- 118 Gene: Yes.
- 119 Bill: Seemed like I saw a skinny little kid go under the gate.
- 120 Female Speaker: Really?
- 121 Gene: I've got a story you won't believe.
- 122 Female Speaker: Really? Don't tell me now.
- 123 Gene: I won't.

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Female Speaker, Gene, Bill, David

- 124 Female Speaker: Pool. That's not on here but we need to talk about it. Open pool. When
125 are we opening the pool? Memorial Day weekend?
- 126 Gene: That's what I say, yeah.
- 127 David: Yeah.
- 128 Bill: We'll restrict all the requirements, right? You don't have anything to do?
- 129 Female Speaker: No, I had that line fixed. It's done. So no, that's good.
- 130 David: I'd be fine with setting kind of an annual open on Memorial Day. I would
131 actually like close no earlier than Halloween because we do get some hot
132 Octobers, and closing on Labor Day is kind of tough because you still
133 have the bulk of September. But I think that would be an acceptable time
134 frame.
- 135 Female Speaker: I think the closing date we should leave cyclical, because sometimes it's
136 really cold in October.
- 137 David: That's true.
- 138 Female Speaker: Then we're heating it for a whole month. But I'm good with opening it
139 Memorial Day because it's always warm enough by then. So I just put
140 open pool Memorial Day weekend annually. David makes that motion.
- 141 Bill: Second.
- 142 Female Speaker: Thank you, Bill. The other things are things that we've already done. I
143 had a stop sign put up. We got some gate cards. The entrance gate was
144 stuck open. We replaced the pedestrian gate, had some graffiti removed,
145 and we had to repair some of those gas lamps. So those are just all
146 ratifications. If somebody could just motion all of those, please.
- 147 Bill: Motion.
- 148 Female Speaker: Thank you, Bill. Second?
- 149 David: Yes.
- 150 Female Speaker: Thank you, David. All in favor?
- 151 Multiple: Aye.
- 152 Female Speaker: Thank you. The birthday jumper. Now I don't allow people to have these,
153 but you were impressed with his letter.

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Female Speaker, Gene, Bill, David

- 154 Bill: Well, he stated the obvious.
- 155 David: I was personally impressed with the letter that he did the right way. My
156 only concern is that we know that he did this in what I view as an
157 acceptable way. But the neighbor three doors down who wants to do this
158 in two months doesn't know how he did it and won't do it that way.
- 159 Female Speaker: Well, here's what I say. I say jumpers are not allowed. I just say jumpers
160 are not allowed. I have never allowed a jumper in any homeowner
161 association that has common area. I just don't. Your insurance doesn't
162 cover you for it. Your points are well taken. I would just tell him we
163 don't allow jumpers, plain and simple.
- 164 David: To that point, I would be surprised if we don't see a jumper on that
165 property on that day.
- 166 Female Speaker: There anyway.
- 167 David: I would be very, very surprised.
- 168 Gene: It has happened.
- 169 Female Speaker: Well, then how about if I have Cathy call him and tell him the homeowner
170 association cannot approve a jumper? That doesn't necessarily mean we
171 have to send him a violation notice should he have one out there. But the
172 homeowner association cannot approve a jumper.
- 173 David: That works. That works.
- 174 Gene: It's on my street, all the way in the corner by the wall. That's where he
175 lives, at the wall on Rocky Beach.
- 176 David: Oh, right in the corner, right there?
- 177 Gene: Right there. Straight ahead. I'm looking straight at him.
- 178 Bill: Did he put a time frame on this? He did, didn't he?
- 179 Female Speaker: Yeah, May 19th.
- 180 Bill: 2:00 to 5:00 or something.
- 181 Female Speaker: There was something else we were going to talk about. What was it?
182 Security. We were going to talk about having some extra men on site to
183 do the car stopping. So for the upcoming, I think we should probably try
184 to plan it before school gets out. Do you think? I don't think I want to do

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Female Speaker, Gene, Bill, David

185 it over Memorial Day weekend, but maybe sometime in the next couple of
186 weeks? Or do you want to wait? How many hours? We know it's
187 \$130.00 an hour and we need to go in increments of four. So we're going
188 to book them for four hours at a time. So are we talking one day, two day,
189 three days?

190 David: That comes out to 520 a day.

191 Female Speaker: Yeah.

192 David: I wouldn't want to do more than four days total.

193 Female Speaker: I think I would be happy even if you could give three in and save some for
194 a later time.

195 Bill: I'm thinking three.

196 Gene: I was thinking two.

197 Female Speaker: Oh, okay.

198 Bill: I was thinking three.

199 Female Speaker: I was thinking three. I've had three in my head just because we always do
200 two.

201 Gene: Change it up?

202 Female Speaker: You know what I'm saying? For those who have been there a really long
203 time, they're going to be like, oh, they're only going to do this twice and
204 then it's done. Right?

205 Gene: You've got to keep them -

206 Female Speaker: I know.

207 David: I'd be okay with three.

208 Gene: I'm cool. I'm cool.

209 Female Speaker: Three days?

210 Gene: Mm-hmm.

211 Female Speaker: Three days at four hours each day. Somebody motions that for me?

212 David: Motion.

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Female Speaker, Gene, Bill, David

213 Bill: Second.

214 Female Speaker: Thank you. All in favor?

215 Multiple: Aye.

216 Female Speaker: Is there anything else that we need to talk about on the agenda? I think
217 I've hit all the agenda stuff and we got everything in there.

218 Gene: I want to talk about maintenance.

219 Female Speaker: Okay.

220 Gene: Just getting the speed bumps painted again like we normally do.

221 Female Speaker: Okay.

222 Gcnc: We've got a sign down, a guest sign down between Golden Sunset and
223 Calypso Beach in the guest parking area right there. It's laying on the
224 side. I'm looking at the lines, the parking lines. Is it that time of year
225 again to paint those? That's about all. That's it.

226 David: We have a tree in the apartment complex that's grown over the wall again.
227 I know this happened once before and we got that resolved. It might be
228 time to do it again. Because it's going to make it easier for people to get
229 over that wall if they can just climb up it.

230 Female Speaker: Okay, so let's talk about the speed bumps and the striping. So I think your
231 roads are probably due. Let me pull your reserve study really quick and
232 look at that, but I bet your roads are probably due.

233 Bill: Painting stripes?

234 David: I can't remember the last time that was done.

235 Female Speaker: So if your roads are due, they will do the striping and the speed bumps
236 when I do your roads.

237 Gene: That's cool.

238 Female Speaker: So you do need practically an engineering degree to read this thing. So it
239 said the estimated life was five years and that was in 2009. They are due.
240 So what I think I will do is I have some great vendors who do this work. I
241 think what I'll do is talk to them and have them come out there and give
242 me some proposals. We'll schedule to do this in the Fall after school goes
243 back. In a little community like that, this is a major project. Because what

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Female Speaker, Gene, Bill, David

244 they do is nobody will be allowed to drive in their driveways. I mean,
245 they literally block off a whole side of the street. So people who live on
246 those culdesacs - and it might take three or four days to do this
247 homeowner association because of the little - it's going to be a big deal.

248 But I'll get bids and I'll have bids for that when we meet the next time
249 because we don't need to approve it before then. But the striping and all
250 that stuff is automatic. It says it's due for 2014. So that will be perfect.
251 That money comes out of your reserve.

252 David: I was thinking about that. That's what it's there for.

253 Female Speaker: Yeah.

254 David: So now, how do they exactly do this again? So they block off the streets?

255 Female Speaker: So the day that they do your side of the street where your driveway is, you
256 won't be allowed to drive in your driveway. You'll have to park on the
257 street, on the other side of the street, and it's inconvenient because you're
258 going to have a lot of cars. Now, here's the other thing. We need to have
259 24 hour security while we're doing this. I don't think this is negotiable
260 because people's cars will be outside. Not that having 24 hour security is
261 going to do anything, but we probably need to have two people on 24
262 hours a day, one on this side of the property, one on this side. I think we
263 need to really think about that because people's cars are going to be
264 outside. If you're at all about your car like I am about mine.

265 David: I would imagine for something like that, that the budget for extra security
266 for that time could in fact also come from reserve.

267 Female Speaker: Because it would be part of the - well, here's what we could do. We could
268 have the vendor include it. There's always two ways of doing things. But
269 we could always tell the vendor, listen, here's what we think you need to
270 include in your proposal. Here's a budget number for that. Here's what
271 we want you to do. The vendor could pay the security people for that.
272 They'll just include it in their proposal. I think it's absolutely necessary to
273 have that, though.

274 Bill: I think so, too.

275 Female Speaker: For lots of reasons, because somebody is going to drive over that. You
276 know somebody will drive over it and we're going to have to go after
277 them. This is a bigger project than you'd think. It's a little harder to
278 coordinate because of the garages. It's a little harder to coordinate than

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Female Speaker, Gene, Bill, David

279 you think. But I have one company in particular that I think is excellent at
280 this. You have to be careful when you bid this kind of stuff out because
281 they don't always -

282 Bill: Do the same thing.

283 Female Speaker: Right, and then they tell you that they're going to do two coats and they
284 really do one coat. So it's a bigger project than what you think. But let me
285 work on that and we'll talk about that in July. Then we'll probably actually
286 do that work in September. So you do the asphalt stuff in the Fall. I'll
287 work on the gate now and I'll work on - what else did we talk about? The
288 tree. I'll have Sarah contact the apartment complex about that tree.
289 Anything else that you can think of? Did you have anything else on your
290 list, Gene?

291 Gene: No, that was it. Knocking them out.

292 Female Speaker: Did you have anything, Bill?

293 Bill: No.

294 Female Speaker: David?

295 David: No, that's it.

296 Bill: We covered a lot.

297 Female Speaker: We did. Somebody wants to motion to adjourn?

298 Bill: Motion.

299 Gene: Second.

300 Female Speaker: Thank you.

ctw 10-09-2013
Female Speaker, Gene, Bill, David

- 1 Female Speaker: This is the Cottonwood at Alexander Homeowner Association board of
2 directors meeting for Wednesday, October 9, 2013. This is the open
3 meeting and we're calling the meeting to order at 5:30. I have a quorum of
4 the board. All three board members are present. There are no
5 homeowners here. First thing on the agenda is the approval of the minutes
6 from the July meeting. Gentleman?
- 7 Gene: Aye. Approve.
- 8 Female Speaker: Gene makes a motion to approve those minutes. Is there a second?
- 9 Bill: Second.
- 10 Female Speaker: Thank you, Bill. All in favor?
- 11 Multiple: Aye.
- 12 Female Speaker: Next thing on the agenda are the financials. April, May, June, July and
13 August of 2013. David?
- 14 David: I've had a chance to review the financials and I don't find anything
15 particularly noteworthy. Looks like collections are still proceeding and I
16 don't see many significant variances to budget.
- 17 Female Speaker: So can you make a motion to approve them subject to audit?
- 18 David: Motion.
- 19 Gene: Second.
- 20 Female Speaker: All in favor?
- 21 Multiple: Aye.
- 22 Female Speaker: So we sent you the 2013 reserve study. Have you had a chance to review
23 that yet or not? I know that came with the last email. You may have not
24 had a chance to review it. David, you would be the one that would need to
25 spend the most time with it.
- 26 David: I had a chance to look over it very briefly but I would like to spend a little
27 bit more time.
- 28 Female Speaker: Then let's table that for now. Next thing on the agenda, we're going to
29 have to have a meeting in November. So we'll put this on for November,
30 okay? The reserve setting. That will give you a month, David, or
31 thereabouts.

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Female Speaker, Gene, Bill, David

- 32 David: Okay, sounds good.
- 33 Female Speaker: The 2014 proposed budget and reserve study review.
- 34 David: I had a chance to review the proposed budget and I would like to advocate
35 that we set the proposed budget which reflects no increase in the monthly
36 assessment. However, I would recommend that we put the landscaping
37 contract out to bid, as well as the security contract. Now, as we look to
38 evaluate the security contract options, because there are times of the year
39 when we could use an increased presence, I'd like us to look at a couple
40 different scenarios. One which would have an eight hour presence per day
41 for four months of the year, with 12 hours for eight months of the year.
42 The second scenario at eight hours per day for five months and 12 per day
43 for seven months, with some flexibility as far as how that gets scheduled
44 per the needs of the community.
- 45 Either of those options look like they would fit within the parameters of
46 the budget as written.
- 47 Female Speaker: Is there a second?
- 48 Gene: Second.
- 49 Female Speaker: Thank you. All in favor?
- 50 Multiple: Aye.
- 51 Female Speaker: Thank you. Next thing on the agenda are some asphalt proposals. We can
52 open these. I think they'll be fine to provide us with some real world
53 working numbers. Asphalt proposals change a lot. They fluctuate with
54 the price of oil, as you would imagine. So these numbers will not be good.
55 It's going to get too cold here any minute for us to be doing asphalt. So
56 we will not be doing it this year. But we have the proposals. I would like
57 to open them just to see kind of where we're going to be at when we do
58 it. We will, in all likelihood, be able to do something next year even if it's
59 just a crack fill.
- 60 So I have two proposals here. One from Wilmar Contracting and the other
61 from Intertex. So let's open those up and see what they have to say.
62 Intertex is \$11,000. It is to restripe all the parking stalls, handicap stalls,
63 paint all the red curbs. It doesn't specify the blue dots which go in front of
64 the fire hydrants. But they are including 90,670 square feet of pavement
65 and 100 gallons of - it's so interesting how these people bid. They've got
66 the amount of material. The other company has bid on linear footage.

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Female Speaker, Gene, Bill, David

- 67 There's no way that you can figure out apples to apples when one does one
68 and one does another. It sort of is irrelevant anyway. These are just kind
69 of -
- 70 David: On something like that where we get bids that are prepared on different
71 bases, it is ever possible to go back to either of the companies and say,
72 present a bid made on a certain basis so that we could do an apples to
73 apples comparison?
- 74 Female Speaker: Yes, there is. That's exactly what we'll do. When I opened up the Wilmar
75 bid, he does have in the seal coating, 84,840 square feet. You might recall
76 that the other company had 90,600 and something. Although it looks like
77 he's going to do it for free. No, I'm kidding. So David, will you do the
78 math?
- 79 David: Mm-hmm.
- 80 Female Speaker: \$3,083 on the crack seal. \$7,288 for coat one of the seal coat and \$3,327
81 for coat two of the seal coat.
- 82 David: Okay. That's a grand total of \$13,698.
- 83 Female Speaker: You know, honestly I'm a little surprised. I don't know this company and
84 the other company included the two coats. It says apply sealer and two
85 coats. So I'm a little surprised that the other company is less money. It's
86 kind of a little bit of a surprise for me. I don't know this company. I know
87 the other company, and the other company is usually a little high. So I'm
88 kind of surprised. In any case, we kind of have an idea. It's going to be
89 about \$11,000 to \$12,000 when we do do the crack fill and the seal coat.
90 Somewhere in that area. So that's good for us to know.
- 91 Gene: You said when it's cool.
- 92 Female Speaker: We don't do it when it's cool. What we do - it's too cold now. It's too cold
93 at night. You want to do the crack fill when it's hot. You want to do the
94 seal coat when it's warm. I like to do the crack fills in September. If you
95 do it in August it's really hot and it doesn't tend to dry overnight and
96 you're tracking it in your house. So I like to do the crack fills in
97 September and the seal coats in late September, early October. Depends
98 on how quickly and how cold it gets. But you want the ambient
99 temperature over 80 degrees. It's like Bermuda grass. You want it pretty
100 warm outside when you're doing it.
- 101 Bill: So the difference in the prices were how much?

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Female Speaker, Gene, Bill, David

- 102 Female Speaker: A couple thousand dollars.
- 103 Bill: That's pretty close.
- 104 David: About two and a half thousand.
- 105 Female Speaker: Actually, I'm surprised that there's that much difference. I kind of am
106 surprised. So we did look at that. Then there's a proposal in here to treat
107 all the plants and the trees throughout the community. I believe that we
108 should not even entertain that. I think that we should table that, in
109 particular if we're going to be talking to - this is an insecticide. I don't
110 know why we would do it now. We've never done it. There's never been
111 a time in all the years I've been with you that we would be doing this. So I
112 say no.
- 113 David: I agree. Biggest issue I've seen with a tree is we had a wind storm that
114 ripped the serious branch of the tree by the pool. But other than that.
- 115 Gene: That was torn down.
- 116 David: Yeah, that was really something.
- 117 Female Speaker: I have three things in here that I did. I had a bar sticking out of one of
118 your bumps. I had to have somebody go out there and fix that. I had RSI
119 Builders go out and fix your pedestrian gate. I'll have them go back out
120 again and do it again. But they've already done it once. We knew that
121 they fixed it already. They're going to have to do it again. We had gate
122 access out there. So I just need somebody to motion and ratify those
123 actions for me, please.
- 124 David: Motion.
- 125 Gene: Second.
- 126 Female Speaker: All in favor?
- 127 Multiple: Aye.
- 128 Female Speaker: No homeowner correspondence at this time. Next meeting date will be in
129 November and there's no homeowner forum. Somebody can make a
130 motion to adjourn the meeting.
- 131 David: Motion.

ctw open 4-9-14
Female Speaker, Gene, Bill, David

- 1 Female Speaker: This is the Cottonwood at Alexander Homeowner Association board of
2 director meeting for Wednesday, April 9. The meeting is being called to
3 order at about 5:40 PM. I do have a quorum of the board. All three of my
4 board members are here. No homeowners present. Gentlemen, have you
5 had a chance to read the minutes?
- 6 Gene: Yes.
- 7 Female Speaker: Can somebody make a motion to approve the minutes?
- 8 Gene: I'll make a motion.
- 9 Bill: Second.
- 10 Female Speaker: All in favor?
- 11 David: Aye.
- 12 Gene: Aye.
- 13 Female Speaker: David, financials?
- 14 David: Everything looks to be in good order so far. I've had a chance to review
15 January and February's packets. March is not available yet, but everything
16 is tracking nicely and we look to be on budget for the year, which is nice.
- 17 Female Speaker: Good.
- 18 David: I know it's early, but...
- 19 Female Speaker: We have December, January and February on here for approval. Do you
20 feel comfortable making a motion to approve them all?
- 21 David: Yes.
- 22 Female Speaker: Second?
- 23 Bill: Second.
- 24 Female Speaker: Thanks, Bill. All in favor?
- 25 Gene: Aye.
- 26 Female Speaker: There's no old business. There is new business that I would like to talk
27 about. It's spring time and we should really consider doing some
28 landscape improvements. I asked David if he would give me a budget
29 number that he felt comfortable with. We haven't done landscape

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Female Speaker, Gene, Bill, David

- 30 improvement in there for a while. But there is a lot of plant material
31 missing on a couple of those streets. A couple of the streets look really
32 nice but a couple of them have an awful lot of plant material missing. Did
33 you come up with a budget?
- 34 Your reserve study actually calls out about almost \$12,000 of
35 improvement for this year anyway.
- 36 Bill: We've got wind damage. We had quite a bit of wind at the end of the
37 month.
- 38 Female Speaker: They've done a lot of trimming before then. They were in there when I
39 was in there in February and they did a lot of trimming. Especially back
40 there down behind your house, Gene.
- 41 Gene: Mm-hmm.
- 42 Female Speaker: They did a lot of trimming. It was really looking pretty good in there. But
43 there's streets that just have nothing. Bad tenants, bad dogs, bad whatever.
- 44 David: I've taken a look at our current reserve budget and also looked to kind of
45 see where we're going to be at going forward throughout the rest of the
46 year. At this time I would feel okay green lighting a total of 12,000.
- 47 Female Speaker: 12,000?
- 48 David: And basically right now we're at about 92 in the reserve account. It's a
49 decent chunk of that, but it's A, on par with what the reserve study had
50 picked for us this year, and B, I think we can manage that pretty well
51 based on some efficiencies that we've got built into the budget right now.
- 52 Female Speaker: I'm going to be happy with any amount you say yes to because I think it's
53 really important that we need to do some. Like I said, two of the areas
54 look really, really nice. A couple of the areas look really, really bad. I can
55 probably stretch that money out pretty well. So if you guys would
56 consider that and let me move forward with that, I will get you a list of
57 what we're going to do and where we're going to do it before it's done.
58 But it's going to be done. It will be done probably in May. How do you
59 feel about that Gene?
- 60 Gene: Cool. We've got some graffiti too on the mailboxes.
- 61 Female Speaker: I'll take care of that.
- 62 Gene: Yeah.

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Female Speaker, Gene, Bill, David

63 Bill: You know, I don't get much of that.

64 Gene: The graffiti?

65 Bill: Yeah.

66 Female Speaker: Not too much.

67 Gene: Not too much, and I'm glad of that. But we do get it. You can see it kind
68 of thing.

69 Female Speaker: So what do you think? Can I spend 12,000 fixing your landscape up?

70 Bill: Does it need that, guys?

71 Female Speaker: David made a motion. It's going to be your landscaper who will do it.

72 Bill: Okay, yes.

73 Female Speaker: You're good with that?

74 Bill: Yes.

75 Female Speaker: You can second that, Bill?

76 Bill: Yes.

77 Female Speaker: Are you okay with it, Gene?

78 Gene: Yes. Mm-hmm.

79 Female Speaker: So I'm going to say, all in favor?

80 Multiple: Aye.

81 Female Speaker: Thank you, guys. Thank you so much. I'll send you a list of what's going
82 to be put, where it's going to be put, and I will physically be there to
83 oversee the project. Not the whole time, but I will be out there to make
84 sure, okay?

85 Gene: I understand.

86 Female Speaker: Thank you. Ratification of prior action, we did some gate repairs. Did
87 they get your pedestrian gate fixed yet? I am going to kill those guys.
88 They must have had to order something. Megan gave them very specific
89 instructions on what kind of screws that she wanted on the gate and I don't
90 know. It was supposed to be done yesterday.

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Female Speaker, Gene, Bill, David

- 91 Gene: Never been done. It looks the same every day: wide open.
- 92 Bill: Really?
- 93 Gene: Every day.
- 94 Female Speaker: Okay, I'm going to have Sarah follow up on it tomorrow. Everybody, I
95 think we're really on target for everything else. We may have to meet
96 again, Gene, if these other people and these other properties - we may
97 have to meet again. So I'll keep you posted on that. We may have to meet
98 in May or June depending on what happens as summer comes closer. You
99 happy with the security company though?
- 100 Gene: Oh yeah. Oh yeah. Oh yeah.
- 101 Female Speaker: My instincts were good.
- 102 Gene: I'll give it to you. I'll give it to you.
- 103 Female Speaker: I told Gene after we talked, after the first guy who couldn't get his
104 licensing together. So we went with guy number two. I said, you know
105 what, Gene? I just am going to trust my instincts. Just trust me on this.
106 Just let me hire Megan. I know she's the one. Who knows how long it's
107 going to last? But right now she's the shizzle. I mean, she's got stuff
108 going on for us out there.
- 109 Gene: Yes, she does.
- 110 Female Speaker: So she's amazing, and this is the kind of company when they come and ask
111 for a raise, I'm going to say no question. They are earning it because they
112 are actually doing something. They're making a difference.
- 113 Gene: Yes, they are.
- 114 Female Speaker: Not that I'm going to encourage them to ask for a raise, but you know,
115 when we have other companies that have been out there for how many
116 years? And they didn't get this much done in three years.
- 117 Gene: She's already replaced a guy.
- 118 Female Speaker: Has she?
- 119 Gene: Yeah.
- 120 Female Speaker: The older guy?

ctw open 4-9-14
Female Speaker, Gene, Bill, David

- 121 Gene: No, the Tuesday Wednesday younger guy because he wasn't doing
122 something up to her standards. So we've got another guy now.
- 123 Female Speaker: She still has the older guy?
- 124 Gene: Yeah, older guy is still there.
- 125 Female Speaker: Well, she trained him. She said she trained him for three years.
- 126 David: The tall guy?
- 127 Female Speaker: Yeah, he's very thin.
- 128 David: Yeah, he's very thin but he's good.
- 129 Bill: What's the basic difference?
- 130 Gene: Oh, with security?
- 131 Female Speaker: No, no. We're going to adjourn the meeting. Let's make a motion to
132 adjourn.
- 133 Gene: Mm-hmm.
- 134 Female Speaker: Gene makes a motion to adjourn.
- 135 Gene: I make a motion.
- 136 Bill: Second.
- 137 Female Speaker: Thank you.

CTW 7-14-14 open
Female Speaker, Gene, Bill, Aretha

- 1 Female Speaker: This is the Cottonwood at Alexander board of director meeting for
2 Monday, July 14, 2014. We're calling the meeting to order at 6:21 PM. I
3 have a quorum of the board. I have both Gene and Bill here with me.
4 David is not with us tonight. First thing on the agenda is the approval of
5 the minutes. Have you had a chance to read them, gentlemen?
- 6 Gene: Mm-hmm.
- 7 Female Speaker: Can you make a motion to approve them?
- 8 Gene: Motion.
- 9 Bill: Second.
- 10 Female Speaker: Thank you. The next thing on the agenda are the financials. You're both
11 getting them by email. Our treasurer is not with us tonight. If you don't
12 have any concerns or questions about them, is it possible for you to
13 approve them?
- 14 Gene: Approve. Motion.
- 15 Bill: Second.
- 16 Female Speaker: Thank you. We have no new business. We have done three different
17 things since our last meeting that I need you to approve because the work
18 is already done. We've put that street sign back up that was down. We
19 fixed the pedestrian gate and we put the upper gear box in. Can somebody
20 make a motion?
- 21 Gene: Motion.
- 22 Bill: Second.
- 23 Female Speaker: Thank you. I have no homeowner correspondence. We'll do our next
24 board meeting probably when we need to have our next hearing. So we'll
25 discuss that via email and make it to a convenient time for both of you.
26 Aretha, you have anything you want to talk about?
- 27 Aretha: Yes.
- 28 Female Speaker: Go ahead.
- 29 Aretha: What about the gas lighting on the property? When that's going to be
30 repaired or fixed, or what's the plan for that?
- 31 Female Speaker: We didn't have a plan. Is it dark?

CTW 7-14-14 open
Female Speaker, Gene, Bill, Aretha

60 Bill: Going through the inspection and everything?

61 Female Speaker: Yeah.

62 Gene: David was the big guy with the pool.

63 Female Speaker: That's who wants to use it.

64 Gene: I figured that. That's the only one.

65 Female Speaker: It's David and his wife. They're the people who want to use the pool.

66 Bill: Let them use it. It's no problem there, right?

67 Female Speaker: It's operational. We just don't have it -

68 Bill: From when to when?

69 Female Speaker: 10 to 10 I think we had. Didn't we?

70 Gene: Something, yeah.

71 Female Speaker: Do you only want to leave it open the hours where security is there?

72 Bill: I think so. What do you think, Gene?

73 Gene: I really don't bother with the pool.

74 Female Speaker: I don't care either way. We can open it. We can open it and have security
75 lock it when he leaves. I don't have a problem with that.

76 Bill: Let's just do that then.

77 Female Speaker: If we open it, then we should only open it during the hours that security is
78 there so he can open it and close it.

79 Bill: And close it. That's good.

80 Female Speaker: Do you want to do that?

81 Gene: Well, they're there from 2:00 to 2:00. So we're going to have it open at
82 2:00 in the morning?

83 Female Speaker: No, 2:00 to 10:00.

84 Gene: No, they're 2:00 - 2:00, security is. I'm not talking about the pool.
85 Security is 2:00 to 2:00. That's what their hours are.

CTW 7-14-14 open
Female Speaker, Gene, Bill, Aretha

86 Female Speaker: Do you want to talk to them and let them know that it's okay if they open
87 it up from 2 PM to 10 PM?

88 Gene: Yeah.

89 Bill: 10:00 might be a little late.

90 Female Speaker: 8:00? 9:00?

91 Bill: 9:00.

92 Gene: 9:00 is good.

93 Bill: Anybody around there seems like just trouble, later.

94 Female Speaker: 2:00 to 9:00, okay. Will you let them know?

95 Gene: Yeah, I will.

96 Female Speaker: Because she's emailed several times?

97 Gene: Who, Megan?

98 Female Speaker: No.

99 Gene: Oh, David's wife?

100 Female Speaker: Yes. So I need to respond back. When I respond back I will let them
101 know that I had a board meeting this evening. I discussed it with the
102 board and it was in the best interest of the homeowner association to have
103 the pool open during a period of time when we have people present to
104 monitor the situation there and that you decided on 2 PM to 9 PM. Is that
105 good?

106 Bill: Yes.

107 Female Speaker: Is there anything else?

108 Aretha: No.

109 Female Speaker: Gene?

110 Gene: No.

111 Female Speaker: Bill? Want to adjourn? Motion to adjourn.

112 Gene: Yes.

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786 Gene: Unbelievable. The guest parking spot is right here. They'll park right
787 there. Guest parking spot wide open. You're like, really?

788 Female Speaker: I tow for all kinds of stuff. Just all kinds of stuff.

789 Gene: Yeah, you've got to tow them.

790 Female Speaker: We had a guy for many years that constantly brought his commercial
791 vehicle home. He's the one who broke all those curbs down there on the
792 first street because he'd pull in and he'd hit the curb with his big oversized
793 - his truck was enormous.

794 John: Yeah, he was a trailer. He picked up cars. He was a car pickup guy. He
795 had the flat bed with the pulley.

796 Female Speaker: Then it cost us money to fix all that curbing.

797 Bill: I just didn't know about towing.

798 Female Speaker: Yeah, we tow. We tow for a lot of stuff. The tow company loves me.

799 John: The other guy was the guy who had the TV thing on Rocky Beach.

800 Female Speaker: Yes.

801 John: He used to park there in the driveway. Every Sunday I'd go around and
802 look at the lighting and I'd go and write him up and I'd send it in. He'd tell
803 the landlord, oh, no. I don't park there. She came and looked and found
804 the truck. Say bye-bye.

805 Gene: The big violators are the people that live there parked in the guest parking.

806 Female Speaker: Overnight.

807 Gene: Days. All the time. My neighbor did. She's there right now. I told the
808 security guy I'm going to get him when I go back. A little green car been
809 there for the week. It doesn't start. I said, why haven't you tagged so the
810 tow guy can come get it? I'm looking at him too when he's been here.
811 There's a car parked in the same spot. She's over the line. The car is over
812 the line, so a third person can't get in to the guest parking. So he hung out
813 in the street right here. I'm looking out the window going, what is going
814 on here?

815 Bill: I did not know about that.

816 Gene: Oh, yeah. With a sign right there saying, guests.

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817 John: And the thing, it's all written. It's been painted real nice, guest.

818 Gene: Guest. You're not a guest. You live here.

819 Bill: Exactly. Your own driveway.

820 Gene: Yes.

821 John: Technically according to our rules you're not supposed to park in your
822 driveway. You're supposed to park it inside your garage.

823 Female Speaker: Right.

824 John: That's what the rules say.

825 Female Speaker: But we have a couple of people. We have a guy.

826 [crosstalk]

827 Female Speaker: If you can't fit them in your garage and your driveway, they can't be on
828 property.

829 Gene: Two in your garage and two in the driveway. That's what the rules say.
830 Two in your garage, two in your driveway.

831 Bill: Okay, so I can park them on the driveway.

832 Female Speaker: Yeah, you can park them. As long as they're properly registered and
833 insured.

834 Gene: That's right. Operational.

835 Female Speaker: If they're not, I'm going to tow them.

836 John: And they're not leaking oil.

837 Bill: Registered? Really?

838 Female Spcaker: Ycs.

839 Gene: Yes. The tow guy will come up and check that sticker.

840 Fcmale Speaker: You bct.

841 Gene: Or if you don't have a plate he'll check the window.

842 Bill: Even on private property?

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843 Female Speaker: That's not private property.

844 Gene: In your driveway.

845 Female Speaker: That is not private property. If you don't have it registered it better be in
846 your garage.

847 Gene: That's right.

848 John: Not considered street legal without registration.

849 Gene: You're in an HOA.

850 Female Speaker: Yeah, and if they're parked in a handicap without the proper credentials or
851 in a fire zone, I don't give notice. I'm towing. You're done. You're out.
852 Part of the reason, just in case anybody ever asks you anything. Part of
853 the reason that they don't want street parking. There's nowhere for a fire
854 truck to turn around in here. So if there's cars on the street, they're in the
855 way. You know what I mean? I'm sorry. So you can't do it.

856 Gene: My wife, just the other day - I'm sure you've seen it many times too. The
857 mail guy. Here he goes, first slot. He comes early in the morning until
858 1:00 or 2:00 at the latest. Everybody is supposed to know, you don't park
859 in that first spot. That's him. He backs in to put your mail in.

860 Bill: Yeah.

861 Gene: Here he comes. He's on the side in the fire lane. You're like, that's the
862 mailman.

863 John: Yeah, but you know why the regular mailman was not there this week?

864 Gene: I'm looking for a tow guy. Tow guy. I need a tow guy to yank this out of
865 their spot, right here right now. Because the mail guy should be allowed
866 to pull in and do his thing. He's not supposed to be in the fire lane. It's
867 like, good God. How ignorant can you be?

868 John: George I think is out on union business this week.

869 Gene: And there's other slots by the pool.

870 David: Another issue to bring up. Not parking.

871 Female Speaker: Okay. Do you want to bring it up in this meeting?

872 David: Yeah.

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873 Female Speaker: Okay.

874 David: If memory serves, when a home is for sale, the signage for that home is
875 pretty restricted.

876 Female Speaker: Yes.

877 David: Where they can have stuff. There's one down on Starry Beach that's been
878 there for a little while. I actually think that that was a stop sign I saw Bill
879 for getting knocked over when they had their lovely illegal moving sale. I
880 don't know who knocked it over, but I do recall seeing quite a few cars
881 there that morning when they were having their illegal moving sale. Then
882 all of a sudden when we came back at the end of the day, that sign was
883 down.

884 Female Speaker: So that's who did that?

885 David: I think we can put two and two together.

886 Female Speaker: Who was that? 3655?

887 Gene: No, no. This is when you come in, the second house to the right. It was
888 the military guy that had owned it for a long time.

889 David: There's a for sale sign out there right now.

890 Female Speaker: He called me. He called me and asked me if he could have his sale. I said
891 no.

892 Gene: He did it anyway.

893 David: There was another one. There was another one this last weekend about
894 three doors down from me.

895 Aretha: On your street, yeah.

896 David: They were having a garage sale.

897 Gene: Yes they were. I was like, what the hell?

898 Female Speaker: I only want those things happening when they are sanctioned and I've
899 opened the gate.

900 Aretha: Like a community garage sale.

901 Female Speaker: Yes, because I don't want them happening piece meal like that. Now if
902 they put some code at the gate, I've taken all the codes out six times. Then

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903 people come in here. I need a code. I'm telling you what. A guy came in
904 here the other day wanting cards. I said, you owe money. He said, I'll
905 send that next week. I said, then you'll get the cards next week.

906 Gene: Exactly.

907 Female Speaker: You pay your assessments, dude.

908 John: And you pay for the cards, too.

909 Female Speaker: Well, I said, unless you hand over certified funds right now, no cards. He
910 said, I want to speak to your supervisor. I said, you're looking at her.

911 Bill: I see these for sale or for rent signs in the window. Is that legal?

912 Gene: That's legal. That's what it's supposed to be.

913 John: That's what it's supposed to be.

914 David: They can't have something out front. They can't have a big sign out front.
915 [crosstalk]

916 John: At the old place in the back of the old building, you had them all pulled.

917 Female Speaker: I did. I don't pick them up anymore because I don't have a truck anymore.
918 So I don't pick them up anymore. As I'm going in my BMW, Gene. I'm
919 sorry.

920 Gene: What's the girl you had working for you?

921 Female Speaker: Cathy.

922 Gene: Cathy used to go get them for me. I'd call her.

923 Female Speaker: She did.

924 Gene: She'd yank them out.

925 Female Speaker: Yeah, she did. She had a truck though.

926 Gene: Yeah, she'd yank them out.

927 Female Speaker: Do you know how hard it was for me to get rid of all those when I sold
928 that building, Gene? I had to hire somebody to come and pick all that
929 stuff up.

930 John: She asked me if I needed any lumber in my yard.

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- 931 Female Speaker: Yeah. That cost me money, picking all those up.
- 932 Gene: If I could get it, I'll take it out and put it on the patio. I go over and take it
933 out.
- 934 Female Speaker: Can you get it? Can you see if you can get that one?
- 935 Bill: There isn't one out now.
- 936 Gene: It's when you come in the gate. Come through the gate. It's right to your
937 right.
- 938 David: Big old yellow signs.
- 939 Gene: As soon as you come in.
- 940 Female Speaker: Do you know what's weird? I don't even put signs up if I list a house
941 anymore. You know why? Nobody drives by. Nobody cares. Everybody
942 looks on the internet. You don't need a for sale sign now. That's your ego.
- 943 John: Right.
- 944 Gene: You know why, David, it was in that house? Besides our house. I ain't
945 trying to brag, but I'm just telling the truth. Besides our house, that's one
946 of the baddest houses when I was in there. He had state of the art TVs in
947 the walls. He had everything.
- 948 Female Speaker: Oh, really?
- 949 Gene: He had TVs in the kitchen on the walls.
- 950 Aretha: Didn't you go in there with him?
- 951 Female Speaker: I did not.
- 952 Gene: Me and Cathy went in there. Oh my goodness. He wasn't even there. He
953 was in England.
- 954 Female Speaker: Was he the military guy?
- 955 Gene: Military guy. He just left the house.
- 956 John: They renovated the house.
- 957 Gene: That's why he was in there. Everything was state of the art. Furniture.
- 958 Female Speaker: He must have been an electronics guy or something, huh?

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959 Gene: The furniture was immaculate. Every bedroom, king sized bed.

960 Female Speaker: Wow.

961 Gene: Oh, it was blinged out.

962 John: Bob [inaudible 00:52:32] moved out.

963 Female Speaker: He did.

964 John: He did because he got ill and he went to California with his family.

965 Female Speaker: He did.

966 John: They renovated that house. They painted the entire thing.

967 Gene: His sons?

968 John: No, no. His sons moved him out. Some guy took over the house. He
969 bought the house. They put in all tile floors, all new carpet, paint. They
970 changed the refrigerator, the stove, the whole thing. Now these people
971 just moved in. The house was empty for four months.

972 Female Speaker: So they're going to rent it?

973 John: I don't know whether it's rented or sold. But I think the guys were trying
974 to flip it but they wanted too much. They wanted \$120,000 for it and they
975 weren't going to get it. So I don't know whether they rented it out
976 knowing that they needed it.

977 David: There's stuff right now for sale in the 130s, 140s.

978 Gene: We do have one new homeowner. I met him the other day, who bought
979 his house on Starry Beach for \$36,000.

980 Female Speaker: What?

981 Gene: Yeah, he told me that. He was out there. He went to put the stop sign
982 back in but he didn't know what to do. Was he wrong to do it by the
983 association?

984 John: \$36,000 you've got to pay cash.

985 Gene: Check it out. This guy was out here picking up nails, trash, everything.
986 He introduced himself to me. He says, I don't like none of this stuff out
987 here going on in the street. He said, if you need me, let me know. I'll go
988 around the rest of the property. I said, man. We need more guys like you.

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989 This is incredible. On your street, Starry Beach. He's on the opposite side
990 over there, across the street from the guy with the for sale sign. Good guy.
991 Good guy. Awesome guy. He was an owner. He was renting it. Then he
992 decided to move into his property. So he lives there now. He's a nice guy.
993 I want to see more of them kind of guys.

994 John: You don't have that many homeowners in here. That's the whole problem.

995 Gene: That's what I'm saying. More homeowners taking the time to do
996 something, making things happen versus don't see nothing. You see a
997 tenant acting crazy, you don't do nothing about it.

998 John: The problem is, the homeowners, a lot of them live in California. They're
999 not here. If they lived in Vegas and you made a complaint to them and
1000 told them something about it, the person would drive over and take a look
1001 at their tenant and say, hey, what are you doing? But if you notice in the
1002 book. That's what I need from you when I leave is that new book of all
1003 the tenants. I don't have one of the new ones, what their addresses are.
1004 But you'll see who owns the house. It will be somebody in California.
1005 There's one in Mount Vernon, New York. Come on. I know where
1006 Mount Vernon is. I used to drive a truck through there.

1007 Female Speaker: Oh, you did?

1008 John: Yeah. I worked for a pizza company. We delivered pizza ovens when I
1009 worked on 233rd Street in the Bronx. We delivered pizza ovens to Mount
1010 Vernon.

1011 Aretha: How often are inspections done on a property?

1012 Female Speaker: Monthly and more if I have to go out there for something else. But
1013 monthly. The problem is, is that if I'm out there on a Tuesday and
1014 somebody does something on Wednesday, I don't get it.

1015 Aretha: So my example is, this sign. The sold sign being out there maybe a
1016 month. How come it wasn't pulled up?

1017 Female Speaker: I don't pull them up anymore. I don't. I don't have a vehicle to do that and
1018 it's not my responsibility to pull them up. I just don't pull them up
1019 anymore. Cathy did it. She had the truck. I don't have the truck.

1020 John: I used to go and help her.

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1021 Female Speaker: First off, I don't think I could get one out of the ground anyway because
1022 they do those with post hole diggers.

1023 Gene: We are supposed to call -

1024 Female Speaker: We're supposed to call the agent and let the agent know to come and get it.
1025 Then Cathy would go pick them up if the agent didn't come and get it.

1026 Gene: That's what we need to do.

1027 Aretha: So then the agents would call to remove the sign.

1028 Female Speaker: Yeah. But I don't pick them up anymore. I just don't. Like I said, it cost
1029 me almost \$2,000.00 to get rid of all those in my backyard at the other
1030 building.

1031 Aretha: So the agent was called and they refused to move the sign?

1032 Female Speaker: Yeah. They have not come to pick it up. They didn't even return my call.
1033 So they don't care. It's not their money. It isn't their money. That's the
1034 bottom line.

1035 Aretha: So they are done monthly.

1036 Female Speaker: Yes. We send out letters. Any time you guys send us an email and a
1037 picture, I send out a letter with that. So without going out and doing
1038 additional inspections. So any time you see anything, you can certainly
1039 just snap a photo and send it right to my phone. I'll send a violation letter
1040 out right that day. We do that all the time.

1041 Aretha: So what's going on with the house behind us? The junk yard. What's
1042 going on with that one?

1043 Female Speaker: You're not on the board and I can't talk to you about a violation.

1044 Aretha: Okay.

1045 Female Speaker: I know. I hate that answer, too. But that is a pigsty.

1046 Gene: Oh, yeah.

1047 Female Speaker: I don't know if they're hoarders or what. I asked Gene when I was over
1048 there the last time. They cleaned up some. They cleaned up some when it
1049 got painted.

1050 Gene: It's only one lady.

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1051 Female Speaker: It's one lady?

1052 Gene: Yeah, it's one lady.

1053 John: Oh my.

1054 Female Speaker: They cleaned up some when it got painted because I saw it the day that I
1055 walked out there to do the paint inspection. They cleaned up some to get
1056 it painted.

1057 Gene: She did move it for the painting, yeah.

1058 Female Speaker: Yeah. But then it just looked just as bad when I went out there the next
1059 time after that.

1060 Gene: It's one lady.

1061 Female Speaker: Is there anything else? Otherwise I'm going to close this meeting and
1062 we're going to do -

1063 Bill: Yeah, I've got a question. There's one security guard at night? It's down
1064 to just one?

1065 Female Speaker: He's there at night.

1066 Bill: What hours does he work?

1067 Female Speaker: Why?

1068 Bill: Alright.

1069 Female Speaker: We're not telling people what hours he works because no one needs to
1070 know.

1071 Bill: That's fine. Maybe I'm thinking of the wrong guy.

1072 Female Speaker: I don't tell people stuff like that. Nobody needs to know stuff like that.
1073 He works a lot of hours, Bill.

1074 Bill: That's fine. That's fine.

1075 Female Speaker: I'm not telling people that because I don't want people getting the idea that
1076 the security guy is there from noon to 10 and then people can -

1077 Bill: Yeah. Just wait until he goes home.

1078 Female Speaker: He works a lot of hours, Bill.

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1079 Bill: Good answer.

1080 Female Speaker: How's that?

1081 Bill: Good answer.

1082 Female Speaker: He's there quite a bit.

1083 Bill: That's a good answer.

1084 Gene: He's been getting attacked quite a bit.

1085 Female Speaker: We need to go into executive session and talk about how to handle that.

1086 Bill: He's been getting attacked.

1087 Female Speaker: We need to talk about that in executive session. We're not going to talk
1088 about that. We're not going to talk about that in this meeting. We're
1089 recording.

1090 Bill: People have dogs, little dogs. Is that an issue?

1091 Female Speaker: If you have a dog that's a nuisance I'm going to ask your tenant to get rid
1092 of it or I'm going to ask you to get rid of your tenant. I can't tell you the
1093 last time that I did - usually I only walk on one side. I don't always walk
1094 down the middle. I usually walk on the street side, and somebody else
1095 walks down the middle. I'm not afraid of dogs, either. I'm a dog lover.
1096 But the last time that I walked down the middle there were probably four
1097 pit bulls.

1098 Gene said don't walk down there. I'm not afraid of dogs, so don't
1099 misunderstand what I am saying. But these dogs are jumping. It's just
1100 practice. You've got a little Kareem Abdul Jabbar doggie and it's going
1101 right over that wall. I mean, you don't know. You don't know whether the
1102 dog is vicious or not. Dogs that are a nuisance, it doesn't matter how big
1103 or how little they are. Little dogs sometimes are worse than big dogs. My
1104 dogs bark 24 hours a day. It drives me nuts.

1105 Bill: We had a tenant and we never knew she had a dog. That dog was so quiet.

1106 Female Speaker: Yeah. I mean, sometimes you get really good - yeah.

1107 Bill: I said, oh, really?

1108 John: Bob left with [inaudible 00:59:58]. He had a little schnauzer. Every time
1109 anybody walked past, that dog would bark, bark, bark.

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1110 Female Speaker: My dogs bark. Unless I'm home and in the house with them, they bark.
1111 That's what dogs do.

1112 Bill: I was just curious. My tenant - you know what? On all the leases my
1113 mother just put no dogs. Every lease we do, my property, my brother's,
1114 my mother's.

1115 Gene: That's good.

1116 Bill: She just put no dogs.

1117 Female Speaker: Yeah, that's what my mom does. Now if they show up with some little
1118 tiny - that's - but still, you sign the lease saying no dogs.

1119 John: Yeah, in case it's a nuisance. Then you can say, okay, you violated the
1120 lease. Say goodbye.

1121 Bill: That's right. We tell them it's the homeowners association.

1122 John: It's called CYA.

1123 Bill: You've got to follow all the rules and regulations.

1124 John: Yeah, CYA. CYA. You've got to cover everything.

1125 Bill: Has anybody gotten an estimate to ever paint one of these things?
1126 [inaudible 01:00:48].

1127 Female Speaker: I'm going to estimate that to paint the whole community again - I did do
1128 the math on it. Based on the proposal that I got that we just painted, I'm
1129 going to estimate that it's going to cost about \$275,000 to paint the whole
1130 community. Like I said, and I estimated it over a period of ten years. I
1131 estimated that we would need to put away \$17.70 per unit per month to
1132 have that money in ten years. You could easily stretch it over twelve
1133 years and do \$15.00. There's a lot of ways to work it out. But the number
1134 is about 275.

1135 Bill: You said something was recently painted?

1136 Female Speaker: Part of it's been recently painted. Part of it I still need. The single family
1137 homes have not been painted. I need to discuss that with the attorney. It
1138 was done with the construction defect money which is why the budget is
1139 out of whack, because I am not a signer on your construction defect
1140 account because technically that's a reserve account. So you're going to
1141 have to pay back the reserve account when you get on and get up to speed.

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1142 Hopefully we can do that before the end of the year so it balances at the
1143 end of the year. But that's what that is from. That's what all of that is
1144 from. But you know, you're going to have to address it down the road. If
1145 you're still there ten years from now, you're not going to be happy with
1146 getting a \$2,000 assessment because that's what it's going to be. That's not
1147 going to make anybody happy.

1148 John: No. I've lived here since the community was built. I have 13 years on my
1149 house. Actually, the house doesn't look bad at all. I had no spots on it or
1150 anything. My house takes the full brunt of the sun. It's coming right over
1151 the mountain.

1152 Female Speaker: Yeah. The trim looks really bad on every house. It was really looking
1153 bad, and on the other side of you. You get the morning sun.

1154 John: Oh, yeah, absolutely.

1155 Female Speaker: But the afternoon sun is worse.

1156 John: And I've got nothing blocking me because it comes straight off the face. I
1157 face right on Calypso Beach. The whole street lines up with me and
1158 everybody wants to make a U-turn. They make it up on my property. So
1159 I'm always scraping tire marks out of my driveway. I talked to one of
1160 your landscapers. I said, next time you drive through it, I'm going to
1161 punch holes through your tires. I'm going to come out with a scratch awl
1162 and punch holes in your tires. He maybe didn't even speak English. I told
1163 the guy over there that spoke English, tell him if he drives in my driveway
1164 and leaves the marks again that I'm going to watch him. I'm coming out
1165 with a scratch awl and I'm going to flatten his tires. He never drove
1166 through it again. I wasn't kidding.

1167 Female Speaker: My mother lives in Sun City, Summerlin and I have my big Cadillac. I
1168 dropped her off. I went to turn around in the street. She's doing this. I'm
1169 like, what the hell? I roll the window down. She says, you're not allowed
1170 to pull in someone else's driveway to turn around because it leaves tire
1171 marks in there. I'm like, what? What? That's so arbitrary and strange.
1172 Really? That's weird.

1173 John: Driving on personal property, private property. But the trucks do that.

1174 Female Speaker: Okay. I didn't do it. I don't do it.

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1175 Gene: I know if I'm outside and somebody be backing up I'm standing there
1176 looking. You better not. You better not get in my driveway. You better
1177 not. That's right. You better not.

1178 John: The UPS guy doesn't do it. He comes through the community. He never
1179 does it. The FedEx guy does it.

1180 Female Speaker: Well, you know, the UPS guys are only allowed to make right turns. Did
1181 you know that?

1182 John: Yes, I know that.

1183 Female Speaker: Their entire route is based on right turns. They figured out that it saved
1184 them, like per delivery truck per year in gas alone, and time. I think they
1185 figured out that it saved them per delivery truck just in gas alone,
1186 something like \$8,000 per year in gas. That's a huge amount of money.

1187 John: That's what they call industrial engineers. They go out and study this time
1188 study crap. That's what they learned.

1189 Female Speaker: And it's safer.

1190 Gene: They still need shoes because they couldn't turn back left. Remember the
1191 UPS truck?

1192 Aretha: Oh, yeah.

1193 Female Speaker: It's so weird. It's so weird.

1194 John: He's been the same driver for years, that one guy.

1195 Female Speaker: So let's talk a little bit about - there's only one more thing that I need to
1196 talk to you about before we close, and that is the rejuvenation pruning.
1197 That's for all the way overgrown stuff that's in the property. We can wait
1198 to talk about this if you want to. I wanted to get the rejuvenation pruning
1199 done so that we can see what kind of gaps we're going to have to fill in,
1200 because we have a lot of plants missing. Especially on your side.

1201 Gene: Yes, we do. Yes, we do.

1202 Female Speaker: Gene and I have actually walked the whole property. We did actually talk
1203 about it. I'm really big on color. You put color in a community - plant
1204 color. You put plant color in a community and everything pops. Part of
1205 the problem that we have with some of the plant material that you have in
1206 there. You have Texas rangers and feathery cassias. The Texas rangers

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1207 produce purple flowers and the feathery cassias produced yellow. They're
1208 beautiful. The problem is, is that you have a landscaper that comes in
1209 there and they whack the bush like that. It doesn't flower now and it will
1210 not flower, because every time they come in, they're cutting off the buds.
1211 Then they blow it all up.

1212 I would rather see you spend money right now. What the rejuvenation
1213 pruning is, they're going to bring those plants down to about one third of
1214 their size. It's hand pruning. They're not coming in with a machine.
1215 They're going to come in and hand prune all those, bring them down to
1216 size. Then I'm going to let them grow natural. Instead of coming in and
1217 whacking them where they're all flat, I'm going to let them grow natural
1218 like they should.

1219 John: Like my haircut when I was a kid.

1220 Female Speaker: They're going to produce beautiful flowers. I have asked every landscaper
1221 you've ever had to do that. It might frustrate you because you're orderly
1222 and you like things to be just so.

1223 Aretha: I don't like that.

1224 Female Speaker: But it doesn't matter whether you like it or not. It's not healthy for the
1225 plant. Unless you want to spend the money replacing these plants every
1226 ten years, which is what you're going to have to do if you don't rejuvenate
1227 prune and let them grow natural. You'll never have color and you're going
1228 to have to always replace them. It's not the right way to take care of those
1229 plants. So if you want to replace them and put in a different plant that you
1230 can box, do it. But these plants, this is what they need to be healthy.
1231 They're never going to look good. They look terrible. They are the worst
1232 looking things in there.

1233 Those - I can't even remember what we have. Over by you. They're
1234 different plants. But the desert plants that are in - those two plants along
1235 the big main street, where they're all overgrown. Those would have
1236 beautiful purple flowers on them, beautiful.

1237 John: Mine does.

1238 Aretha: So what about when I can't get out of my car because the bush is in my
1239 driveway? What about that?

1240 Female Speaker: That's why they're going to be made so small, Aretha. They'll be
1241 rejuvenated pruning every year. So I'll rejuvenate prune them now.

CTW_092216_Organizational
Female Speaker, John, David, Gene, Bill, Aretha

1242 They're not going to get wild like they are now. They've been growing for
1243 five years like this. Nobody has taken care of them. So we've had a string
1244 of bad landscapers over there and they just haven't been taken care of.
1245 Just a string of bad. Nobody likes your property. That's the problem. Not
1246 one landscaper that's been there enjoys working there, and that's a really
1247 hard thing. I can't overcome that. I can't make them like working there.
1248 They don't like the kids that are there.

1249 Gene: Why?

1250 Female Speaker: Well, I guess because the kids are kicking the rocks and they're
1251 disrespectful to the guys and throwing stuff at them. That's what the last
1252 landscaper said. This one hasn't said that.

1253 Gene: But the kids are only out of school from August to May.

1254 Female Speaker: That's what the last landscaper said, though. Don't misunderstand what
1255 I'm saying. I'm telling you what I heard.

1256 Gene: I got you. Yeah, but that's crazy. Kids ain't even there.

1257 Female Speaker: But it's hard for me to motivate people if I'm not doing what they're asking
1258 me to do. They want to rejuvenate these. I agree. They need to be
1259 rejuvenated. I'm not going to let it where you can't get out of your car.
1260 That's not going to get out of control again. I'm going to rejuvenate prune
1261 these. I'm going to let them grow natural. I want you to see them. Just let
1262 me try this. If you don't like it, I'll tear them out and we'll put something
1263 else in next year, okay? But let me try this. I know it will drive you nuts.
1264 I know it will.

1265 Gene: Oh, no, I'm good. I'm good.

1266 Female Speaker: Gene is so perfect and wants everything so perfect.

1267 John: I just want bushes along my wall so they don't blow all the junk over the
1268 wall.

1269 Female Speaker: I know. That's the thing. I'm going to be doing that next. That's what I'm
1270 saying. There's an awful lot that I need to get done. So I want to
1271 rejuvenate prune these. It's \$4,139.00 to do this. I want you guys to
1272 approve this for me tonight so that I can get this done. That's going to take
1273 everything down to size. We already had this on the agenda, by the way.
1274 This was something that Gene and I talked about two years ago before we
1275 ever got the construction money. It's actually in your reserve study to do

CTW_092216_Organizational
Female Speaker, John, David, Gene, Bill, Aretha

1276 this anyhow. So I would like you guys to motion to approve this for me
1277 tonight.

1278 David: And the funds come from?

1279 Female Speaker: I can take this out of reserve, actually.

1280 David: Oh, reserve? Okay.

1281 Female Speaker: Yeah. Are you okay with that?

1282 Gene: Motion.

1283 John: Yeah, motion. Motion to approve.

1284 Female Speaker: All in favor?

1285 Multiple: Aye.

1286 Female Speaker: I have nothing else for this meeting. We do need to do our executive
1287 meeting. If you don't have anything else, I'll take a motion from the board
1288 to adjourn the meeting. Aretha, will you give that to me? Do I need that
1289 or did you already talk to me about it?

1290 Aretha: No, you don't need it.

1291 Female Speaker: Okay. I'll take a motion from the board to adjourn. Well, let's set our next
1292 meeting, actually. Because we do need to get together again. How are
1293 you guys for the 18th of October?

1294 John: What day?

1295 Female Speaker: It's a Tuesday.

1296 John: That's fine.

1297 Gene: Yeah, that's cool.

1298 David: Any chance we could move it to the next week?

1299 Female Speaker: I can. I can. Oh, you need more time to go through the stuff. Okay. How
1300 about the 25th?

1301 Gene: That's cool.

1302 John: Fine with me.

1303 David: That would work.

CTW_092216_Organizational
Female Speaker, John, David, Gene, Bill, Aretha

1304 Female Speaker: Okay.

1305 John: I asked them to spell my name right.

1306 David: I saw that on there.

1307 Female Speaker: 5:30 again?

1308 John: Yeah, that would be fine. Yeah, they put down Joe. Then they misspelled
1309 my last name. I said, but you know what? When you mail me this thing,
1310 they spell everything correctly.

1311 Aretha: Also on the letter, it said trash days were two days a week.

1312 Female Speaker: I know. I know.

1313 John: I already talked to her about that. I called her up about that at the same
1314 time.

1315 Female Speaker: You know why? I have a board sheet. Even though we knew that, I knew
1316 that, because we had talked about that. Our board sheet didn't get
1317 changed. The information got pulled from the board. It's since been
1318 corrected.

1319 John: Yeah, I called her up right away once I got the letter. I'm like, who's Joe
1320 Tillman? I said, my father is dead.

1321 Female Speaker: Yeah. So who can make a motion for me to adjourn?

1322 John: Motion to adjourn.

1323 Gene: Second.

1324 Female Speaker: Thanks.

EXHIBIT J

EXHIBIT J

Michael J. Nunez

From: Michael J. Nunez
Sent: Thursday, May 30, 2019 4:55 PM
To: 'Teralyn Lewis'
Cc: Michelle Briggs (mbriggs@ag.nv.gov)
Subject: RE: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

OK. Thanks. May we be put on calendar for Wednesday June 5th. That is the only day both Ms. Baca and I are available.

**MURCHISON
& CUMMING LLP**

LOS ANGELES
IRVINE
SAN DIEGO
SAN FRANCISCO
LAS VEGAS
PALM SPRINGS

Michael J. Nunez 
Attorney at Law
MNunez@murchisonlaw.com

702.216.3860 Phone
702.360.3957 Fax

Tivoli Village
350 S. Rampart Blvd. Suite 320
Las Vegas
NV 89145
[View my vCard](#)
www.murchisonlaw.com

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From: Teralyn Lewis <teralyn.lewis@red.nv.gov>
Sent: Thursday, May 30, 2019 3:52 PM
To: Michael J. Nunez <MJNunez@murchisonlaw.com>
Cc: Michelle Briggs (mbriggs@ag.nv.gov) <mbriggs@ag.nv.gov>
Subject: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

Good afternoon Mr. Nunez,
The secretary of the Commission for Common-Interest Communities and Condominium Hotels has denied your request for a continuance. Please refer to the Amended and Reinstated Complaint for Disciplinary Action for dates, time and locations to appear. Thank you.

Have a great day,

Teralyn Lewis
Administration Section Manager
State of Nevada Department of Business and Industry
Real Estate Division
3300 W. Sahara Avenue, Suite 350
Las Vegas, Nevada 89102
Phone: 702-486-4036

EXHIBIT K

EXHIBIT K

Michael J. Nunez

From: Michael J. Nunez
Sent: Monday, June 03, 2019 4:19 PM
To: 'Teralyn Lewis'
Cc: 'Michelle Briggs (mbriggs@ag.nv.gov)'
Subject: RE: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

Ms. Lewis / Ms. Briggs – to confirm I have left you both voice mails and sent emails. Ms. Baca and I have requested to be placed on Wednesday's calendar as that is the only day both of us are available. Thank you for your accommodation.

**MURCHISON
& CUMMING**

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LAS VEGAS
PALM SPRINGS

Michael J. Nunez 
Attorney at Law
MNunez@murchisonlaw.com

702.216.3860 Phone
702.360.3957 Fax

Tivoli Village
350 S. Rampart Blvd Suite 320
Las Vegas
NV 89145
[View my vCard](#)
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From: Michael J. Nunez
Sent: Thursday, May 30, 2019 4:55 PM
To: 'Teralyn Lewis' <teralyn.lewis@red.nv.gov>
Cc: Michelle Briggs (mbriggs@ag.nv.gov) <mbriggs@ag.nv.gov>
Subject: RE: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

OK. Thanks. May we be put on calendar for Wednesday June 5th. That is the only day both Ms. Baca and I are available.

EXHIBIT L

EXHIBIT L

June 5, 2019

VIA E-MAIL: Mbriggs@ag.nv.gov

Michelle Briggs, Esq.
Senior Deputy Attorney General
555 E. Washington Ave., #3900
Las Vegas, NV 89101

Re: Baca, Inc. adv. Chandra, Sharath
Insured: Baca, Inc.
Case Nos.: 2017-1579 & 2018-136
Our File No: 42661

Dear Ms. Briggs:

Please be advised that Ms. Baca and I appeared before the Commission for Common Interested Communities this morning pursuant to the stack notice issued by your office on April 30, 2019 only to be informed that the hearings concluded yesterday.

Pursuant to the notice on page 6, lines 9-12, I called and e-mailed both you and Ms. Teralyn Lewis directly and informed the Commission that due to unavailability on June 4 and June 6, Ms. Baca and I requested her matter be heard on June 5, 2019. Ms. Lewis confirmed for me this morning that the message was received and that she also spoke to you about the request to be heard. Neither Ms. Baca nor I received notice that this request could not be accommodated and we acted in reliance on the April 30th Notice of Hearing. Your office was aware of Ms. Baca's desire to be heard in this matter as we were there the entire day on March 13, 2019 and we have communicated subsequently.

Ms. Lewis also informed me that Ms. Baca's timely written response to the Amended Complaint, filed and served on May 30, 2019, was received by the Commission. I would like confirmation that this response was considered by the Commission at the June 4, 2019 hearing. I would also like confirmation that Ms. Baca's testimony of March 13, 2019 was considered by the Commission.

Ms. Lewis also informed me that an Order has not been issued yet but one is being prepared. I would like to speak with you about Ms. Baca's opportunity to be heard in this matter prior to the issuance of that order in lieu of having to petition for reconsideration and/or review by the District Court. Any adverse Order would have an injurious effect on Ms. Baca's business and livelihood. I left you a voicemail this morning to that effect. (My

Sheryl Baca
June 5, 2019
Page 2

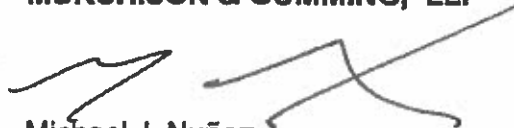
voicemail to you on Monday also informed you we would be appearing today and requested an opportunity to discuss resolution of this matter.)

Lastly, enclosed for your and the Commission's consideration is the HOA Management Transfer Inventory listing dated June 27, 2017. This is presented pursuant to the Commission's request for proof of delivery of the minutes to the new management company at today's hearing. (The actual transcribed minutes were also delivered to the Commission on May 30, 2019.)

Please contact me today to discuss. Thank you.

Very truly yours,

MURCHISON & CUMMING, LLP



Michael J. Nuñez

MJN:ng

cc: Thomas Giovinco
United States Liability Insurance Group

Sheryl Baca
Community Management & Sales (CMS)

Michael Burke, Esq.
Chairman, Commission for Common Interest Communities

**Cottonwood on Alexander Homeowners Association
Management Transfer Inventory Listing**

BOX 1 (Current Admin Files)

Articles of Incorporation
Audit
Budget
Rules & Regulations
CC&R's
Legal
Construction Defect
Taxes
SOS/Ombudsman

BOX 2 (Current Admin Files)

Annual Meetings
Board Packets: Regular
Board Packets: Executive
Developer
Maps
Farmers Insurance
Bylaws
Landscaping

BOX 3 (Current Admin Files)

Proof of Mailings
Sunwest Bank
Reserve Study
Open and Executive Minutes
CC&Rs
Gate Cards
Pool Keys
Pump Room Key
Pedestrian Keys
Annual Association Registration
Certificate

BOX 4

(Current Homeowner Files)
Calyspo Beach – Golden Sunset

BOX 5

(Current Homeowner Files)
Halfmoon Bay – Hidden Beach

BOX 6

(Current Homeowner Files)
Hidden Beach- Moonlit Beach

BOX 7

(Current Homeowner Files)
Rocky Beach- Starry Beach

BOX 8

2008 Financials

BOX 9

Archive Homeowner Files
Golden Sunset – Starry Beach

BOX 10

January – December 2012
Deposits

BOX 11

Archive Homeowner Files
Calyspo Beach – Moonlit Beach

BOX 12

2004 Paid Invoices

BOX 13

2004 Open and Executive Board
Packets
Old Reserve Study
Misc Old Records

Box 14

(Archive Homeowner Files)
Rocky Beach – Starry Beach

Box 15

2009 Paid Invoices and Financials

Box 16

2010-2011 Financials AP & AR

Box 17

2005 Financials

Box 18

2011-2013 AP & AR

Box 19

2002-2003 Accounting Records

Box 20

2006 – June 2007 Paid Invoices

Box 21

2005 – 2006 AP & AR

Box 22

ARCHIVE Admin Files

Box 23

ARCHIVE Admin Files

Box 24

ARCHIVE Admin Files

Folder

January- June2017 Payables

I verify that the contents listed above for Cottonwood on Alexander Homeowners Association is/are in the box(es) provided by Community Management & Sales. Should the new management company require additional reports or if they have questions, it must be requested in writing via e-mail, fax or US Regular Mail; telephone calls cannot be an accepted form of correspondence.

Justin Marshall C.E.O.
Name and Position

6-27-17
Date

Performance CAM
New Management Company

Rachel G.
Community Management & Sales

6-27-17
Date

CMS COPY

EXHIBIT M

EXHIBIT M

Michael J. Nunez

From: Michelle D. Briggs <MBriggs@ag.nv.gov>
Sent: Wednesday, June 12, 2019 10:14 AM
To: Michael J. Nunez
Cc: 'Teralyn Lewis'
Subject: RE: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

The Division will not accept your offer.

Michelle D. Briggs, Esq. | Senior Deputy Attorney General
555 E. Washington Ave, Ste 3900, Las Vegas, Nevada 89101
E: mbriggs@ag.nv.gov | T: 702-486-3809 | F: 702-486-3416



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From: Michael J. Nunez <MJNunez@murchisonlaw.com>
Sent: Wednesday, June 12, 2019 9:10 AM
To: Michelle D. Briggs <MBriggs@ag.nv.gov>
Cc: 'Teralyn Lewis' <teralyn.lewis@red.nv.gov>
Subject: [] RE: BACA CASE# 2017-1579 & 2018-136 REQUEST FOR CONTINUANCE

Just following up on this. Any response yet?



LOS ANGELES
IRVINE
SAN DIEGO
SAN FRANCISCO
LAS VEGAS
PALM SPRINGS

Michael J. Nunez 
Attorney at Law
MNunez@murchisonlaw.com

702.216.3860 Phone
702.360.3957 Fax

Tivoli Village
350 S. Rampart Blvd. Suite 320
Las Vegas
NV 89145
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