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December 13, 2018

VIA E-MAIL: sdwilliams@red.nv.gov

Samiel 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



STATE OF NEVADA



C.J. Manthe
Director

SHARATH CHANDRA
Administrator

Certified No: 7017 1450 0000 8967 9538

Telephone: (702) 486-4033

Telephone: (775) 684-1900 Fax: (775) 687-4868

Fax: (702) 486-4275

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

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,

Samiel 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

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY REAL ESTATE DIVISION Administrative Office



Affidavit Form

STATE OF NEVADA	Affidavit of Sherryl Baca		
County of Clark	Date December 13, 2018		
	Time Taken	O'Clock	
	City Las Vegas	State Nevada	
Sherryl Baca		deposes and says:	
Name			
freely and voluntarily give this affidavit to		who	
s known to me as		he Nevada Real Estate Division.	
1. I am a licensed / permitted Property Manager / my company's management of the property of the 0			

2. I have owned and operated Community Management and Sales ("CMS") since 2001.

have also held a Nevada Real Estate License since 1989.

- 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.

09/25/09

- 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 bes	st of my knowledge	e and belief.
I AGREE THAT IF REQUESTED BY THE NEVADA REAL ESWITNESS IN ANY PROCEEDING RELATING TO THE ABOVE WITH A SUBPOENA.	STATE DIVISION, I WILL YE MATTER WITHOUT TH	VOLUNTARILY A HE NECESSITY O	APPEAR AS A OF BEING SERVEI
Subscribed before me this	Signature Name	II BACH	
County of Clark			10 +2
State of Nevada	Address 3095 GA	ST KUSSEL	(4) #J)
	LAS UBBAS	W	89120
I fort The	City	State	Zip
	Area Code 702 Phone	855-0455	
Signature of Notary			

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 of 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 counseling and advice to Association Board of Directors and It's 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 It's 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 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, ilmited 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. <u>AUTHORITY TO ACT IN NAME OF AGENT</u>

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. <u>INITIAL INTERNAL AUDIT</u>

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. <u>ASSOCIATION MEETINGS</u>

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. <u>EMERGENCY SERVICE</u>

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. Coples of pertinent correspondence from homeowners;
- C. Periodic reports from vendors or contractors providing services to the Association;
- D. Blds;
- 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 fund's 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. <u>USE OF ATTORNEYS</u>

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. <u>DISBURSEMENTS</u>

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 mall 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. <u>BUDGET PREPARATION</u>

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 employee's 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 it's 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. <u>DURATION OF DUTY</u>

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 is 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. JERMINATION 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 falls 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. <u>ASSOCIATION INSURANCE</u>

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. <u>INDEMNIFICATION</u>

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. <u>INDEMNIFICATION AND REIMBURSEMENT SURVIVES TERMINATION</u>

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. <u>APPLICABLE LAW AND PARTIAL INVALIDITY</u>

The execution, interpretation and performance of this Agreement shall in all respects by 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. <u>DELIVERY OF NOTICES</u>

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-pald, 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 sult 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 it's 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

Iltles 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, not 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.

SIDENT

COMMUNITY MANAGEMENT & SALES



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

Camphinops or

ALEXANDER -

	PRESIDENT	<u> </u>
•		
COMMUNITY MANAGEMENT & SALES	BY: SHERRY BACA	

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

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 blds 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



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 (JD) DECKER
Administrator

SHARON JACKSON Ombudsman

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

BRUCE H, BRESLOW Director

JOSEPH (JD) DECKER Administrator

SHARON JACKSON Ombudsman

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

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,

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 <u>March 31, 2017</u>. 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"

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EXHIBIT D

EXHIBIT D



COMMUNITY

MANAGEMENT & SALES

CONTRACT RENEWAL FOR

COTTONWOOD ON
ALEXANDER
HOMEOWNERS
ASSOCIATION

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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: sherryl.baca@cmslv.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. <u>AUTHORITY TO ACT IN NAME OF AGENT</u>

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 perfinent 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 reward 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 NRS116A 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. <u>Additional Insured</u>

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 insures. 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 by 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 it's 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. <u>CAPTIONS</u>

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, not 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 2013.

PRESIDENT

Sherryl Baca

COMMUNITY MANAGEMENT & SALES

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

		Cottonwoo	WOO	Alexande	r Homeo	d On Alexander Homeowners Association	ociation		* * *
	Check	Checks signed	by S.	from Or	erating A	Baca from Operating Account - Fiscal Year 2014	iscal Year	r 2014	e selectoria
MONTH	CHECK#	AMOUNT	TWO	INVOICE #	MONTH	CHECK#	AMOUNT	TWO	INVOICE #
January	24	\$106.25	Yes		April	51	\$1,820.00	Yes	151
	92	\$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		,				1
	32	\$332.00	Yes	7, 50 6.	APRIL TOTAL		\$8,693.52		
	37	\$1,600.00	Yes	27514					[; cs-c ;
	41	\$4,515.60	Yes	28029	June	65	\$120.00	Yes	12774
						99 ·	\$1,750.00	Yes	2879/28968
JANUARY TOTAL		\$12,932.70				89	\$575.00	Yes	234810
						69	\$1,948.80	Yes	19574-1
February	36	\$1,176.00	Yes			70	\$332.00	Yes	
	38	\$575.00	Yes	234440					4 - 24
	39	\$1,820.00	Yes	149	JUNE TOTAL		\$4,725.80		اخوب
	40	\$100.62	Yes	122-11					e j.
	43	\$332.00	Yes		July	78	\$332.00	Yes	
						79	\$1,600.00	sə _Å	29124
FEBRUARY TOTAL		\$4,003.62				80	\$2,565.92	Yes	9627
						81	\$575.00	Yes	234917
March	42	\$429.44	Yes	122-12		82	\$1,820.00	Yes	154
	44	\$579.00	Yes	234521		83	\$142.55	Yes	1035-062014
	45	\$125.00	Yes	11859		84	\$4,872.00	Yes	9649/9650
	46	\$1,820.00	Yes	150		86	\$332.00	Yes	
	47	\$332.00	Yes			87	\$90.00	Yes	29457
	48	\$1,600.00	Yes			88	\$3,020.64	Yes	9674
	49	\$85.00	Yes	18264		88	\$6,360.00	Yes	28070/28156
	20	\$177.54	Yes	122-13		91	\$826.00	Yes	IN0080454
				,		92	\$26.11	Yes	
MARCH TOTAL		\$5,147.98				63	\$3,132.76	Yes	19447/19543
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						JULY TOTAL	\$25,694.98		sērt, ir
YTD SUBTOTAL		\$61,198.60						,	<i>~</i> 1
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iation	al Year 2	AMOUNT	\$1,820.00	\$209.16	\$1,885.00	\$808.17	\$1,948.80	\$332.00	\$1,592.89	\$1,625.00	\$4,804.00	\$2,013.76		\$17,038.78		\$575.00	\$3,300.00	\$1,820.00	\$2,078.72	\$279.28	\$332.00	\$575.00		\$8,960.00		\$390.00	\$1,820.00	\$2,013.76	\$2,078.72	\$501.91	\$332.00	\$575.00	\$1,820.00	\$112.06		\$9,643.45		
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Cottonwood On Alexander Homeowners Association	Checks signed by S. Baca from Operating Account - Fiscal Year 2014	MONTH	October											OCTOBER TOTAL		November								NOVEMBER TOTAL		December										DECEMBER TOTAL		
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Cottony	s signed l	AMOUNT	\$575,00	\$165.00	\$50.00	\$1,820.00	\$293.15	\$1,600.00	\$106.25	\$3,118.08	\$332.00	\$406.97	\$575.00	\$2,923.20	\$1,600.00		\$13,564.65		\$198.00	\$1,820.00	\$323.53	\$2,695.84	\$332.00	\$85.00	\$2,013.76	\$4,811.00	\$575.00		\$12,854.13		:	\$61,198.60	\$62,061.01	\$123,259.61	The state of the s			
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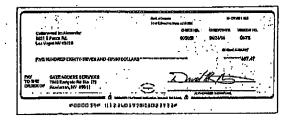
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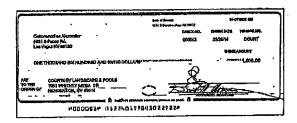


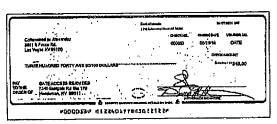
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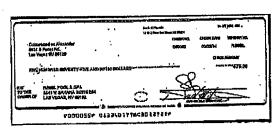
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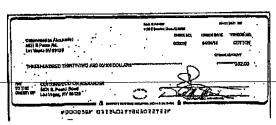
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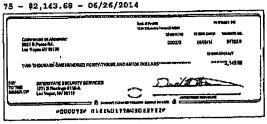
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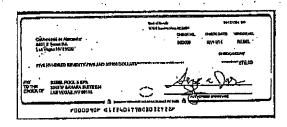
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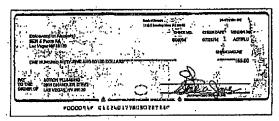
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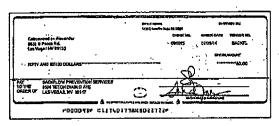
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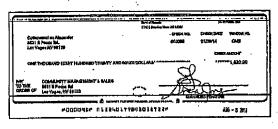
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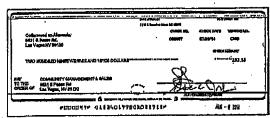
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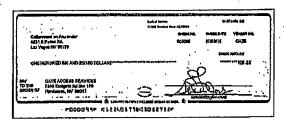


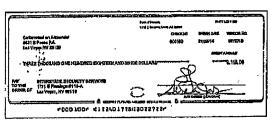


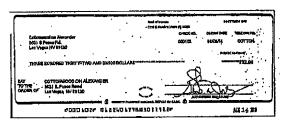


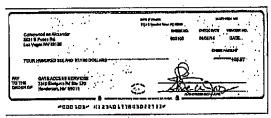








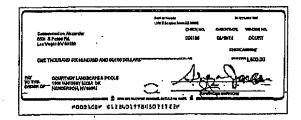




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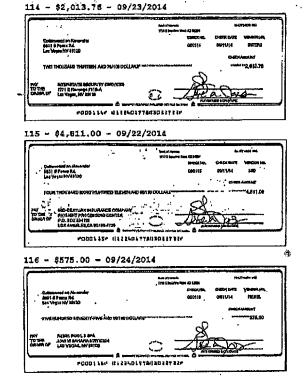
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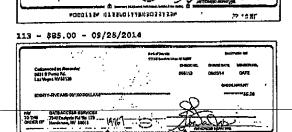
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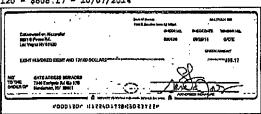
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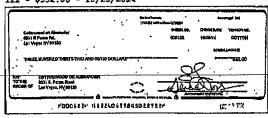
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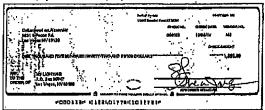
121 - \$1,948.80 - 10/03/2014



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



130 - \$2,078.72 - 11/04/2014



132 - \$279.28 - 11/12/2014



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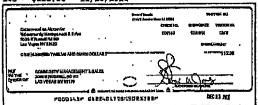


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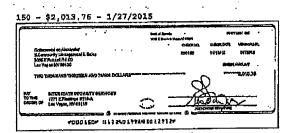


Cottonwood On Alexander Homeowners Association
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MONTH	CHECK #	AMOUNT	SIGNATURES	INVOICE #	MONTH	CHECK#	AMOUNT	SIGNATURES	INVOICE #	
January	144	\$1,625.00	Yes	30969/31197	April	165	\$575.00	Yes		
	145	\$4,122.93	Yes	9905/9924		167	\$1,820.00	Yes	42015	
	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	
						175	\$1,500.00	Yes		
JANUARY TOTAL		\$10,109.09				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	SəA	9983		179	\$1,820.00	Yes	50115	
	157	\$1,500.00	Yes			180	\$1,948.80	Yes	10080	
						181	\$850.00	Yes	2355/2356	.5
FEBRUARY TOTAL	1	\$8,626.08				182	\$676.16	Yes		
						183	\$1,630.00	Yes		
March	156	\$575.00	Yes			185	\$1,948.80	Yes	10101	
	158	\$1,820.00	Yes	30115			,			
	159	\$504.97	Yes	1098-FEB2015	MAY TOTAL		\$9,893.04			
	160	\$208.35	Yes	22508/22509						
	161	\$125.00	Yes	14213	June	184	00'58\$	Yes	23617	
	162	\$676.16	Yes			186	\$935.00	Yes		
	163	\$500.00	Yes	4060		187	\$1,820.00	Yes	62015	
N	164	\$1,753.92	Yes	10002		188	\$136.13	Yes	1098-052015	
RE	166	\$1,575.00	Yes			189	\$2,143.68	Yes	10122	
1 /1	168	\$134.93	Yes	1098-032015		190	\$200.00	Yes	4080	í
01	169	\$1,948.80	Yes	10021		196	\$1,820.00	Yes	72015	•
18	170	\$75.00	Yes			199	\$655.25	Yes	1098-062015	
						200	\$1,948.80	Yes	10164	
MARCH TOTAL		\$9,897.13								
					JUNE TOTAL		\$10,043.86			
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NON S	107	\$85 00	Vec	24107	November	228	\$500.00	Yes	2028
Amr	198	\$1.500.00				229	\$1,820.00	Yes	112015
	204	\$1,500.00				230	\$720.51	Yes	1098-102015
	205	\$826.00				231	\$500.00	Yes	2031
						232	\$1,948.80	Yes	-10293
JULY TOTAL		\$3,911.00				233	\$575.00	Yes	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
						234	\$1,650.00	Yes	3.
August	201	\$676.16	Yes			235	\$2,078.72	Yes	.10338
	206	\$1,820.00	Yes	82015		236	\$660.00	Yes	
	207	\$85.00		24477		237	\$1,795.00	Yes	
	208	\$2,013.76	Yes			238	\$2,013.76	Yes	10364
	209	\$46.28	Yes	1098-072015			3		
	210	\$2,078.72	Yes	10205	NOVEMBER TOTAL		\$14,261.79		
	211	\$676,16	Yes			<i>.</i>			
	212	\$85.00	Yes	24741	December	239	\$274.60		
	213	\$1,948.80	Yes			240	\$1,820.00		122015
	215	\$1,750.00	Yes			241	\$333.23	Yes	1098-112015
						242	\$2,013.76		10316
AUGUST TOTAL	AL	\$11,179.88				244	\$2,078.72		10393
						245	\$575.00		
September	214	\$1,150.00	Yes			246	\$1,500.00		
	216	\$1,820.00	Yes	92015		247	\$285.45	Yes	
	217	\$3,805.00	Yes						
	218	\$970.00	Yes		DECEMBER TOTAL		\$8,880.76		6.
	219	\$67.60	Yes	1098-082015					, in
	220	\$85.00	Yes	25152				·	3,4
_	221	\$4,092.48	Yes						r P
IRI	222	\$575.00	Yes						
; ED	223	\$238.00	Yes						
0	224	\$1,690.00	Yes						
11	225	\$1,820.00	Yes	102015					
1	226	\$1,309.69	Yes	24924					
9	227	\$386.75	Yes	1098-092015	TO SUBTOTAL	\$57,752.88			
					YTD SUBTOTAL	\$56,242.95			
SEPTEMBER TOTAL	OTAL	\$18,009.52			A VIOUAL	\$113,995.83			··

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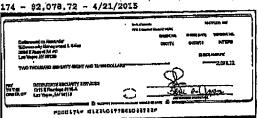
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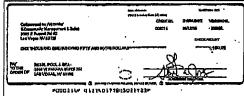
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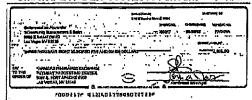
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Check # 217 Date 09092015 Amount 3805.00



Check # 219 Date 09022015 Amount 67.60



Check # 221 Date 09222015 Amount 4092,48



Check # 223 Date 09252015 Amount 238,00



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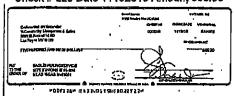
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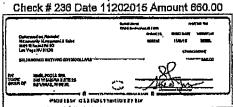
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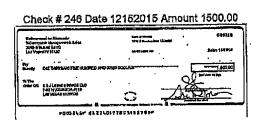
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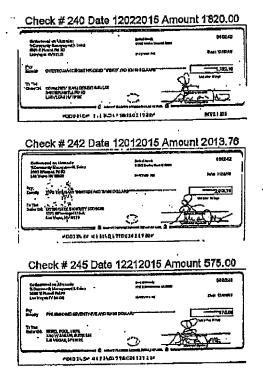
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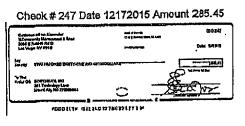
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MONTH	CHECK #	AMOUNT	SIGNATURES	INVOICE #	HLNOM	CHECK#	AMOUNT	TWO	INVOICE #
January	243	\$106.25		25992	March (cont'd)	7.1.2	\$1,818.88		
	249	\$676.16				278	\$575.00		
	250	\$676.16				279	\$3,000.00	Yes	,
	251	\$390.00							
	252	\$1,820.00		12016	MARCH TOTAL		\$11,093.52		
	253	\$313.24		1098-122015					
	254	\$700.00			April	780	\$1,820.00		
	255	\$4,091.68				281	\$1.855\$,
	256	\$422.60				282	\$500.00		
	257	\$500.00	Yes			283	\$4,026.80	Yes	
						289	\$75.00		
JANUARY TOTAL		60'969'6\$				290	\$859.67	Yes	
						291	\$62,239.20	Yes	
February	258	\$1,500.00	Yes			292	\$575.00	Yes	
	259	\$859.67	Yes			293	\$1,500.00	Yes	
	260	\$1,820.00	Yes						
	261	\$83.02	Yes		APRIL TOTAL		\$71,850.80		
	262	\$255.00							
	263	\$2,013.76	Yes		May	294	\$1,820.00	Yes	
	264	\$575.00	Yes			295	\$247.84	Yes	
	265	\$6.21				296	\$1,948.80		
	592	\$859.67				297	\$1,500.00		
	267	\$106.25				298	\$859.67		
	268	\$2,143.68				299	\$1,948.80		
	269	\$575.00	Yes			300	00.67.64	Yes	(-
FEBRUARY TOTAL		\$10,797.26			MAY TOTAL		\$8,900.11		
March	270	\$500.00	Yes		June	301	\$1.820.00	Yes	
	1//2	\$2,013.76				302	\$386.60		
	272	\$6.21				303	\$1,000.00		
	274	\$1,820.00				304	\$1,948.80		,
	275	\$859.67				307	\$2,400.00		
	276	\$500.00				308	\$859.67		
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						310	\$2,143.68		,
						312	\$1,830.00 \$1,928.80	Yes	
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ŭ	Checks signed		CHECK#	313	314	318	319	320	321							
	O		MONTH	July							JULY TOTAL		YTD SUBTOTAL	YTD SUBTOTAL		EVEC METOTAL

Check # 243 Date 01122016 Amount 106.25



Check # 250 Date 01052016 Amount 676.16



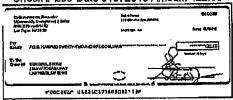
Check # 252 Date 01142016 Amount 1820.00



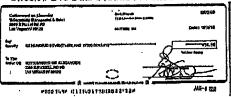
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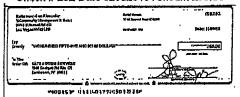
Check # 258 Date 02032016 Amount 1500.00



Check # 260 Date 02042016 Amount 1820.00



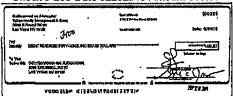
Check # 262 Date 02052016 Amount 255.00



Check # 264 Date 02092016 Amount 575.00



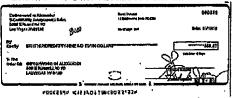
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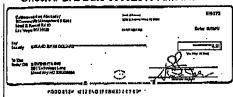
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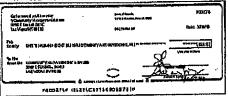
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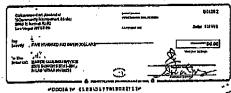
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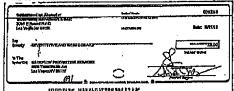
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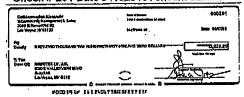
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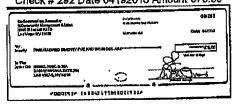
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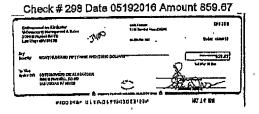


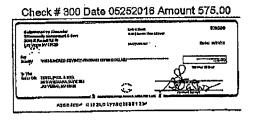
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EXHIBIT F

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	

EXHIBIT G

EXHIBIT G

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

DIRECTORS PRESENT:

Gene Jones

President

DIDECTOR A DODATE.

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 th

Λ	n	JO	T	IP	N	M	\mathbf{r}	т
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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 I	MEETING	DATE	(None at this tin	ie)
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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,	
	N
Board member of Association	Date

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 adjourn the meeting at 6:30pm. Bill Dickey	d of directors to address, Gene Jones motioned to Ir. 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. Peços 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 form 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.

Respectfull	y Submitted,		
Accepted: _			
•	Board Member	Date	
Cottonwood at Alexander He		ners Association	

EXHIBIT K

EXHIBIT K

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.

Bainbridge, Little & Co, CPAs, LLP July 16, 2014 Page 3

- 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@kondlerepa.com

Navada, 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,

NRED 0329

COTTONWOOD ON ALEXANDER HOMEOWNERS ASSOCIATION AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2014

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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.

Opinton :

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

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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