



November 15, 2021

Dear Sierra Ranchos Property Owners Association Valued Homeowner(s),

In accordance with Nevada Revised Statutes (NRS), we are enclosing a copy of the proposed 2022 Operating and Reserve Annual Budgets for your association, which the Board of Directors adopted on November 15, 2021. Please note that:

- There is **no** anticipated increase of Regular Assessments for this fiscal year.
- The Regular Assessment will remain **\$122.85** per unit, **semi-annually** (twice a year) for regular assessments. For those paying a Roads Assessment only, it will remain **\$88.98** per unit, **semi-annually** (twice a year).
- There is no levy of Reserve Assessments or Special Assessments for this fiscal year being noticed at this time. However, the Board of Directors will be doing a mid-year budget and will be assessing funding levels of the Operating and Reserve accounts, to determine the amount of the Special Assessment or Reserve Assessment that will be needed.

Homeowners will receive **statements** for assessment payments in 2022.

This letter also serves as notice that the meeting of unit owners to ratify the Budget proposed for the 2022 fiscal year is scheduled to be held on **December 9, 2021 at 2:00pm** being held virtually via GoToMeeting. To participate use the following link from any computer, smartphone or tablet: <https://global.gotomeeting.com/join/801589605> or you can call in (408) 650-3123 using access code 801-589-605: . Unless at this meeting a majority, (51%) of all the unit owners reject the proposed budget, the proposed budget is ratified whether or not a quorum is present. The ratified budget will take effect on January 1, 2022. It is not necessary for the Board of Directors to attend this meeting nor are they required to attend. The Agenda for the Budget Ratification Meeting is as follows:

1. Call to Order
2. Budget Ratification
3. Adjournment

This agenda is made available to the association's membership in accordance with NRS 116.31151. Unit owners have the right to speak to the association or executive board unless the executive board is meeting in executive session.

---

To enhance timely and effective communication between the Association and the membership, including **saving the association (and ultimately YOU!!) funds by minimizing postage** whenever possible, the Association would like to send email "blasts" to all owners, who approve, which contain official notices previously required by law to be delivered by the United States Postal Service.

To login or enroll, you can access the Association's web portal at <http://terrawest.com>, and select "HOA Login" on the bottom left of the page. This will take you to the main login screen. If you have not created an account, select the "Click here to obtain initial login" link and it will prompt you to enter your account number and information. Once logged in, select "Profile" from the left menu, then "Preferences" under the "Settings" menu on the right side of the screen. Under the "Electronic Communication" menu, please check your preference box for "I wish to receive communications electronically including my newsletters, assessment and reminder statements, and other community notifications." Select the acknowledgement checkbox when prompted with the disclaimer statement outlining the following:

*"If eCommunication is selected, Terra West Management Services will be sending Association information and notifications via email per NRS 116.31068. Please note, the following information will continue to be sent via hard copy to the mailing address of record per NRS or Terra West policy: (1) Notice of change to governing documents, (2) Amendments to bylaws, articles, CC&Rs, plat plans, etc., (3) Restriction on voting or common area use, (4) Elections – nomination form, ballots, etc., (5) Removal of board members, (6) Annual Budgets, and (7) All policies and resolutions.*

If you wish to receive eCommunications, check the first box. If you wish to also receive eStatements (assessment and reminders), check the second box. Click "Save" at the bottom of your page to save your preferences.

Please ensure [sierraranchos@terrawest.com](mailto:sierraranchos@terrawest.com), [noreply@eunify.net](mailto:noreply@eunify.net), and [customerservice@terrawest.com](mailto:customerservice@terrawest.com) email addresses are added to your email's safe sender's list. Terra West Management Services has no way of knowing if an email notice failed to be received due to your individual security settings. The Association has a duty to send to the email provided but, not guarantee delivery. If you need to update your mailing address or email(s) in your profile/contact information, please submit your request in writing to [customerservice@terrawest.com](mailto:customerservice@terrawest.com)."

**IMPORTANT! If you have previously provided the Association an eConsent form and you did not complete your registration for the web portal, please ensure you complete this step in order to receive the electronic communications.** Furthermore, if you provide the Association a written request to add an "Alternate" or second email to your account, this email will also receive all electronic communications you have registered for under your profile. Please ensure any change requests to your profile contact information are provided to the Association in writing. Please note, you have the option to select the box "I wish to receive eStatements," if you would like statement reminders sent electronically.

Should you have any questions regarding the above or need assistance with your initial login, please contact Terra West Management Services at [customerservice@terrawest.com](mailto:customerservice@terrawest.com) or by calling (702) 362-6262 for further assistance.

---

NRS 116.31031 provides the Association the ability to impose monetary fines to a unit owner for non-compliance of the governing documents in an amount not to exceed \$1,000 for the initial violation (or combination thereof) and up to \$100 every 7 days for each violation deemed a continuing violation per statute, with no fine cap. Imposing monetary sanctions applies after the owner has been provided notice to cure and a notice of hearing before the Board to address the matter and that matter remains unresolved. Please see your governing documents for further detail on the notice process specific to your community; documents are posted on the community's web portal for ease of reference.

NRS 116.31151 also requires the Association to distribute the Collection Policy annually, in the same manner that the executive board makes the budget available to owners. A copy of the Collection Policy is enclosed for your records.

Sincerely,

**Sierra Ranchos Property Owners Association**

## Budget Summary Report

### Sierra Ranchos POA

### Fiscal Year 2022 Budget

	<b>2021 Budget</b>	<b>2022 Budget</b>
<b>Operating Revenue</b>		
4110 - Monthly Assessments	48,404.48	48,404.48
4111 - Road Maintenance Assessment	4,270.97	4,270.97
4117 - Bad Debt - Contra Account	(1,500.00)	(1,500.00)
4810 - Interest Income	3.30	3.30
<b>Total Operating Revenue</b>	<b>51,178.75</b>	<b>51,178.75</b>
<b>Total Sierra Ranchos POA Income</b>	<b>51,178.75</b>	<b>51,178.75</b>
<b>Operating Expenses</b>		
6045 - Insurance - Liability	4,950.00	4,950.00
<b>Total Operating Expenses</b>	<b>4,950.00</b>	<b>4,950.00</b>
<b>Repairs and Maintenance</b>		
6376 - R & M - Road Maintenance	37,466.28	0.00
<b>Total Repairs and Maintenance</b>	<b>37,466.28</b>	<b>0.00</b>
<b>Administrative Expenses</b>		
6405 - Management Fees	19,080.00	19,080.00
6407 - Ombudsman Fee	901.00	901.00
6409 - Secretary of State Filing	50.00	50.00
6431 - Legal	5,000.00	10,000.00
6433 - Accounting/Audit	0.00	1,275.00
6450 - Postage	764.00	3,500.00
6455 - Copies	386.00	3,500.00
6468 - Management Other	500.00	500.00
6469 - Professional Services	4,500.00	2,000.00
6479 - Record Storage	168.00	232.00
<b>Total Administrative Expenses</b>	<b>31,349.00</b>	<b>41,038.00</b>
<b>Other Expenses</b>		
7040 - Transfers From Operating	0.00	5,190.75
<b>Total Other Expenses</b>	<b>0.00</b>	<b>5,190.75</b>
<b>Total Sierra Ranchos POA Expense</b>	<b>73,765.28</b>	<b>51,178.75</b>
<b>Total Association Net Income / (Loss)</b>	<b>(22,586.53)</b>	<b>0.00</b>

**RESERVE BUDGET SUMMARY REPORT**  
**Fiscal Year 2022 Reserve Budget**  
**Sierra Ranchos Property Owners Association**

Projected Reserve Balance January 1, 2022

<b>\$25,063.76</b>	*2021 Roadwork was engaged and not yet reflected.
--------------------	---------------------------------------------------

**INCOME**

**Reserve Income**

	<b>2021 BUDGET</b>	<b>2022 BUDGET</b>	
3005 Reserve Special Assessment	\$ 54,277.92	\$ -	***See Note
7040 Transfers from Operating	\$ -	\$ 5,190.75	
3010 Reserve Interest Income	\$ 67.00	\$ -	
<b>TOTAL RESERVE INCOME</b>	<b>\$ 54,344.92</b>	<b>\$ 5,190.75</b>	

**EXPENSES**

**Reserve Expenses**

3110 Reserve Expenses	\$ 70,693.00	\$ 51,552.00	***See Note
3115 Reserve Study	\$ 2,500.00	\$ 2,500.00	
<b>TOTAL RESERVE EXPENSES</b>	<b>\$ 73,193.00</b>	<b>\$ 54,052.00</b>	

<b>Reserve Net Income/(Loss)</b>	<b>\$ (18,848.08)</b>	<b>\$ (48,861.25)</b>	***See Note
----------------------------------	-----------------------	-----------------------	-------------

**Anticipated Reserve Balance End 2022**

<b>\$ (23,797.49)</b>	***See Note
-----------------------	-------------

**Recommended Reserve Balance as of December 31, 2022**

<b>\$ 28,097.00</b>
---------------------

**NOTES:**

Through the preparation of this budget the Board of Directors has been made aware that the projected reserve fund balances for fiscal year ending 2022 are at a funding level of:

-84.7%      \*\*\*See Note

\*\*\*NOTE: These numbers represents the projected expenditures as listed in the Reserve Study, these are NOT committed expenses of the Association. The Board is currently evaluating their plan on the roads, funding requirements, which will impact the reserve study plan (funding and projected expenditures). NRS116 provides the Association report to the members what the most recent reserve study reflects and therefore, the Association is informing the membership including the discussions in place by your Board of Directors. There will be further discussions on a new 2022 budget and funding plan forthcoming to address the proposed expenditures and reserve funding requirements.

Pursuant to NRS 116.3115, the Association shall establish adequate reserves, funded on a reasonable basis, for the repair, replacement, and restoration of the major components of the common elements. Enclosed you will find a copy of the inventory for those components to be repaired, replaced or restored with the cash reserves set aside as outlined in the reserve study plan prepared by reserve consultant TJ Martin (RSS: 0000196) with Complex Solutions LTD via the cash flow funding method. Such report reflects the current estimated replacement cost, estimated useful life and estimated remaining life of the major components of the Association, based off the most recent Reserve Study report adopted by the Board of Directors.

<b>2022 RESERVE STUDY EXPENDITURES and ESTIMATED COST PER RESERVE STUDY</b>	
<b>Deferred Expenditures:</b>	\$ -
Dirt Road - Maintenance/Repairs (Phase 2)	\$ 10,300.00
Culvert Pipe - Replace (Phase III)	\$ 30,643.00
<b>Scheduled Expenditures</b>	\$ -
Dirt Road - Maintenance/Repairs (Phase 3)	\$ 10,609.00
	\$ -
<b>Subtotal</b>	<b>\$ 51,552.00</b>

The above "Projected Reserve Expenditures for fiscal year 2022" represents those scheduled items within the referenced reserve study for the upcoming calendar year, including items deferred from the prior year budget. The Board will review the condition of the assets and determine if work is needed, which will be at a noticed meeting of the Board of Directors. Contracts have not been engaged for the work above, this is only provided as a summary of the scheduled items for review as outlined in the reserve study for further discussion/analysis by the Board. A copy of the full Reserve Study is available by visiting the Association's web portal or emailing: [sierranachos@terrawest.com](mailto:sierranachos@terrawest.com)

## Component Funding Information

ID	Component Name	UL	RUL	Quantity	Average Current Cost	Ideal Balance	Current Fund Balance	Monthly
402	Dirt Road - Maintenance/Repairs (Phase 1)	1TE	0	Extensive Linear ft.	\$10,000	\$10,000	\$10,000	\$0.00
402	Dirt Road - Maintenance/Repairs (Phase 2)	1TE	1	Extensive Linear ft.	\$10,000	\$5,000	\$0	\$243.34
402	Dirt Road - Maintenance/Repairs (Phase 3)	1TE	2	Extensive Linear ft.	\$10,000	\$3,333	\$0	\$162.23
402	Dirt Road - Maintenance/Repairs (Phase 4)	1TE	3	Extensive Linear ft.	\$10,000	\$2,500	\$0	\$121.67
402	Dirt Road - Maintenance/Repairs (Phase 5)	1TE	4	Extensive Linear ft.	\$10,000	\$2,000	\$0	\$97.34
403	Dirt Road - Maintenance/Repairs (Annually Beginning 2025)	1	5	Extensive Linear ft.	\$10,000	\$0	\$0	\$486.68
404	Culvert Pipe - Replace (Phase I)	25	24	(6) Sections	\$29,750	\$1,190	\$0	\$57.92
405	Culvert Pipe - Replace (Phase II)	25	0	(6) Sections	\$29,750	\$29,750	\$2,493	\$57.92
406	Culvert Pipe - Replace (Phase III)	25	1	(6) Sections	\$29,750	\$28,560	\$0	\$57.92
					<b>\$149,250</b>	<b>\$82,333</b>	<b>\$12,493</b>	<b>\$1,285</b>

**Current Fund Balance as a percentage of Ideal Balance: 15%**





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

Adopted 11-26-17, 2017

RECITALS

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

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

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

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

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

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

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



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

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

The exact dollar amount in dispute or in error.

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

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

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



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

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

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

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

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

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



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

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

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

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

By: Sabrina Eckley  
Sabrina Eckley, President

Attested by: [Signature]  
Secretary  
Roads chairman.

**ASSOCIATION NAME**

C/O TERRA WEST MANAGEMENT SERVICES  
6655 S. CIMARRON ROAD, SUITE 200 \* LAS VEGAS NV 89113 \* (702) 251-4596 \* FAX (702) 251-4599  
E-mail: [MilitaryStatus@terrawest.com](mailto:MilitaryStatus@terrawest.com)

**MILITARY, GOVERNMENT & TRIBAL OPERATIONS VERIFICATION FORM**

**Dear Unit Owner (or Unit Owner’s Successor in Interest):**

If you are a Servicemember\* or a dependent of a Servicemember, who is on active duty or deployment or for a period of one year immediately following the end of such active duty\*\* or deployment\*\*\*, you may be entitled to certain protections under the Nevada Servicemembers’ Civil Relief Act and/or the Servicemembers’ Civil Relief Act regarding the foreclosure of a lien by sale of your unit.

Please complete this form if you are a Servicemember or a dependent of a Servicemember and return it to the address above, **along with your Military ID Number or any other information you wish to provide to verify whether you are entitled to protections under the Law.**

Full Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Unit Address \_\_\_\_\_  
Mailing Address (if different) \_\_\_\_\_  
Branch of Military \_\_\_\_\_  
Military ID Number \_\_\_\_\_ Date Entered into Service \_\_\_\_\_

**GOVERNMENT & TRIBAL OPERATIONS/GOVERNMENT SHUTDOWN**

**Certain persons may have protections if they are affected by a government shutdown. If you feel that you are qualified for such protections and delinquent in the payment of assessments, please make application to the Association – by way of mailing address, fax or email on this letterhead – for such protections by sending response and documentation immediately, time being of the essence. Upon receipt of the documentation, verification will be made as to whether you are entitled to the protections under Nevada and/or Federal Law.**

I certify under penalty of perjury that the information provided herein is accurate and truthful.

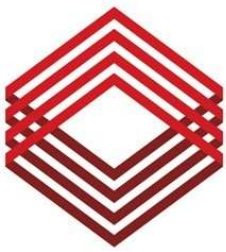
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*\*Servicemember means a member of the Armed Forces of the United States, a reserve component thereof or the National Guard.*

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

*\*\*\*Deployment means the movement or mobilization of a Servicemember from his or her home station to another location for more than 90 days pursuant to military orders.*



### Schedule of Fees

Demand or intent to lien letter .....	\$150
Notice of delinquent assessment lien .....	\$325
Intent to notice of default letter .....	\$90
Notice of default .....	\$400
Intent to notice of sale letter .....	\$90
Notice of sale .....	\$275
Intent to conduct foreclosure sale .....	\$25
Conduct foreclosure sale.....	\$125
Prepare and record transfer deed .....	\$125
Payment plan agreement – One-time set-up fee .....	\$30
Payment plan breach letter .....	\$25
Release of notice of delinquent assessment lien .....	\$30
Notice of rescission fee.....	\$30
Bankruptcy package preparation and monitoring .....	\$100
Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien, notice of default and notice of sale .....	\$2
Insufficient funds fee .....	\$20
Escrow payoff demand fee .....	\$150
Substitution of agent document fee .....	\$25
Postponement fee.....	\$75
Foreclosure fee .....	\$150

*Actual costs of collections pursuant to NAC 116.470*

Posting and publishing .....	Actual costs without increase or markup
Trustee’s sale guarantee.....	Actual costs without increase or markup
Recordings for notice of liens, notice of defaults and notice of HOA sale.....	Actual costs without increase or markup
Mailing costs .....	Actual costs without increase or markup

*Costs may not be all inclusive.*

United Assessment Recovery is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient thereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws. This notice is being sent merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes.





**TERRA WEST MANAGEMENT SERVICES**  
**SCHEDULE OF COLLECTION RELATED FEES/COSTS**

If an Assessment and/or Violation Fine account remains unpaid and becomes delinquent pursuant to the Association's Collection Policy, the additional Fees and Costs\* listed below are billed directly to the delinquent homeowner(s) in accordance with NAC 116.470. Fees and costs are subject to change and may not be all-inclusive.

- Reasonable Management Company Fees not to exceed \$200.00 – Audit for Collections
  - 60-Day Notice (Mandatory) only \$150.00
  - 60-Day Notice (Mandatory) and 90-Day Notice \$200.00
- Demand or Intent to Lien Letter \$150.00
- Notice of Delinquent Assessment/Violation Lien \$325.00
- Release of Notice of Delinquent Assessment/Violation Lien \$ 30.00
- Mailing Fee per Piece (Demand or Intent to Lien Letter, Notices of Delinquent Lien) \$ 2.00
- Returned Payment Fee \$ 20.00
- Escrow/Payoff Demand Fee (Statement of Demand) \$165.00
- Payment Plan Agreement (One-Time Set-Up Fee) \$ 30.00
- Payment Plan Breach Letter \$ 25.00
- Additional costs include, but are not limited to, recording costs and mailing costs, which may be charged at the actual cost incurred.
- Any other fees or costs allowed by law

*\*Additional fees and costs charged directly by the attorney or the designated collection agent may also be incurred by the homeowner in accordance with the above-referenced statute.*