

Pacific Sunset Village Homeowners Association

c/o P&G Association Management
129 W Lake Mead Pkwy ~ Suite 16
Henderson, Nevada 89015
Telephone: 702.202-4330 ~ Facsimile: 702.202-3910

BUDGET RATIFICATION MEETING NOTICE

The Board of Directors for **Pacific Sunset Village HOA**, has carefully considered all expense line-items for the past two years, while taking into consideration possible projected Reserve component expenses, and is proposing the budget for 2023 to increase:

Condominiums: \$280.00 per month Townhomes: \$310.00 per month.

The total assessment will be \$280.00 for the condominiums and \$310.00 for the townhomes. In accordance with NRS 116.31151, enclosed is a copy of the 2023 Budget for your review. This budget includes the Operational Budget with projected income and expenses for the day-to-day operation of the Association, and a summary of the Reserve Fund Balance and Funding Level. The Reserve Account provides for the long-term maintenance (up to 30-years) of the common element expense components.

On behalf of the Board of Directors, Management will arrange a transfer from the Operating Account to the Reserve account in the amount of **\$78,816.00** for fiscal 2023. You will note on the bottom of the budget, a Summary of the Projected Reserve Analysis showing an anticipated year end funding level at **53%**, based on the conservative Full Funding Method.

NRS 116.31151 requires the adopted Collection Policy & Fee Schedule, Components Summary of the Reserve Study, Reserve Study Credentials Page, Service Member Civil Relief Act and Federal Employee Civil Relief Act be made available for your review. These documents, including the 2023 budget, are available at www.pandgmanagement.com/associations. Please select **Pacific Sunset Village** to view your complete budget package for supporting documents. If you prefer, these are also available by emailing Colleen@pandgmanagement.com or you may pick up a copy at the P&G office. Please consider this official notification from the Board of Directors, advising owners of what they propose for a budget and how the assessments will be collected from the owners.

The Owners are invited to attend the Budget Ratification Meeting to ratify the enclosed proposed budget on:

Monday, November 14, 2022 at 10:45 a.m.
~Located at The Pacific Sunset Village Clubhouse ~

Per NRS 116.31151.3 ~ Unless a majority of all units' owners attend and reject the budget it is considered to be ratified by the membership of the Association.

Please be advised that pursuant to NRS 116.3108(4)(c), owners will have a right to speak at the end of the budget ratification meeting on any matters affecting the Association, but comments at the beginning are limited to those items on the agenda, which are budget related. This is a result of 2009 legislation. Open comments are welcome, however, comments are limited to 3 minutes. The Members will not be able to act on any items not on the agenda. As a reminder, if a quorum of membership is not present in person or proxy or, if a quorum is established but at least a majority of unit owners do not vote to reject the proposed budget, the budget will be deemed ratified.

On Behalf of the Board of Directors of Pacific Sunset Village Homeowners Association,

Colleen McGuire, Community Manager

Enclosures: Operating/Reserve Budget, Budget Ratification Meeting Agenda & 2023 Annual Calendar of Meetings.

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Budget Ratification Meeting 2023 Agenda

Please be advised of the particulars pertaining to the Budget Ratification Meeting:

Date & Time: Monday, November 14, 2022 at 10:45 a.m.
Location: Pacific Sunset Village Clubhouse

*Please feel free to call 702-202-4330 for direction assistance should you wish to attend.

- 1) Call To Order – Establish Quorum
- 2) Budget Ratification
- 3) Homeowner Forum (*This Open Forum is reserved for comments by Owners, and is subject to time limitations in accordance with NRS. Owners are required to keep comments to a maximum of 3 minutes. No action will be taken unless the topic directly affects the impact of health, safety and welfare of the residents.*)
- 4) Adjournment

As a reminder to Owners:

- Unless a majority of units' owners attend this meeting to reject the budget, the enclosed budget will automatically take effect on January 1, 2023 pursuant to NRS 116.3103.
- It is not necessary for the Board of Directors to attend this meeting.

In accordance with NRS 116.31151, the Board of Directors summarize the following:

- The **Regular Assessment** for Condominiums will increase to \$255.00 per unit per month, and Townhomes will increase to \$285.00 per unit, per month for fiscal 2023. The **Reserve Assessment** will increase to \$25.00 per unit, per month for fiscal 2023.
Total Assessment for Condominium will be **\$280.00 per unit, per month**
Total Assessment for Townhome will be **\$310.00 per unit, per month**
- There is **no** anticipated levy of any Special Assessments for this fiscal year.
- Upon ratification of this budget, the budget will become effective on January 1, 2023.
- Should a majority of the Owner's attend to reject the budget, the Board will re-visit the budgeted expenses and incomes, and introduce a new budget proposal for Owner consideration. The 2022 Budget would remain in effect until such time as a new proposed budget is ratified.

Pacific Sunset Village # of Homes 63 42 - Condos 21 - Townhouses	2020 Actual	2021 Actual	2022 Budget	2022 Actual YTD 6/30/2022	Projected 2022 Year End	Proposed 2023 Budget Annual	Monthly Per House	Per Lot Per Year
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OPERATING INCOME

Assessment Income - Condos	181,440.00	119,448.00	186,732.00	59,724.00	119,448.00	128,520.00	255.00	3,060.00
Assessment Income - Townhouses		67,284.00		33,642.00	67,284.00	71,820.00	285.00	3,420.00
Reserve Assessment Income			5,292.00	2,646.00	5,292.00	18,900.00	25.00	300.00
Violation Fines		200.00		100.00	400.00		-	-
Late Fees	50.00	1,100.00		794.82	1,100.00		-	-
Miscellaneous Income	899.50	164.58					-	-
Gates/Keys		40.00					-	-
Interest - Operating	27.32	14.55		5.72	12.00		-	-
Total Operating Income	\$ 182,416.82	\$ 188,251.13	\$ 192,024.00	\$ 96,912.54	\$ 193,536.00	\$ 219,240.00	\$ 290.00	\$ 3,480.00

OPERATING EXPENSES

Administrative Expense

Management Fees	9,446.00	7,800.00	8,400.00	5,970.00	11,940.00	13,200.00	17.46	209.52
Legal	162.50		1,000.00				-	-
Accounting/Tax Prep	1,975.00	1,475.00	2,100.00	125.00	1,475.00	1,475.00	1.95	23.41
Bad Debt	1,191.80	996.00	1,100.00				-	-
Postage	1,038.99	1,326.09	2,000.00	324.05	650.00	1,000.00	1.32	15.87
Coupons/Statements	175.59	139.00	150.00	169.15	200.00	250.00	0.33	3.97
Ombudsman/Secretary of State	327.75	417.75	418.00	100.00	417.75	417.75	0.55	6.63
Miscellaneous Expense	807.50	5.00	640.00	165.00	165.00	300.00	0.40	4.76
Website				210.00	420.00	420.00	0.56	6.67
Trans to Reserve Budgeted	59,397.75	61,773.00						
Storage		252.00	264.00	100.00	240.00	240.00	0.32	3.81
Total Administrative	\$ 74,522.88	\$ 74,183.84	\$ 16,072.00	\$ 7,163.20	\$ 15,507.75	\$ 17,302.75	\$ 22.89	\$ 274.65

Insurance Expense

Insurance Liability/Property/D&O	15,934.33	20,000.00	17,500.00	9,576.00	18,614.16	19,550.00	25.86	310.32
Workers Comp		458.55		123.75	495.00	495.00	0.65	7.86
Total Insurance	\$ 15,934.33	\$ 20,458.55	\$ 17,500.00	\$ 9,699.75	\$ 19,109.16	\$ 20,045.00	\$ 26.51	\$ 318.17

Landscaping Expense

Landscape Contract	11,910.00	12,000.00	12,000.00	6,000.00	12,000.00	12,000.00	15.87	190.48
Plants & Trees	460.00	440.00	500.00	680.00	1,000.00	1,750.00	2.31	27.78
Repairs & Supplies	2,388.61	1,750.00	3,000.00	1,970.00	2,600.00	3,700.00	4.89	58.73
Total Landscaping	\$ 14,758.61	\$ 14,190.00	\$ 15,500.00	\$ 8,650.00	\$ 15,600.00	\$ 17,450.00	\$ 23.08	\$ 276.98

Pool Expense

Pool Contract	3,000.00	3,870.00	4,790.00	2,100.00	4,275.00	4,275.00	5.65	67.86
Pool Maintenance & Repairs	1,203.62	850.00	1,500.00	675.00	1,000.00	1,200.00	1.59	19.05
Pool Permits		826.00	826.00	-	69.00	826.00	1.09	13.11
Total Landscaping	\$ 4,203.62	\$ 5,546.00	\$ 7,116.00	\$ 2,775.00	\$ 5,344.00	\$ 6,301.00	\$ 8.33	\$ 100.02

Transfer to Reserves

Transfer to Reserves			66,978.00	33,489.00	66,978.00	78,816.00	104.25	1,251.05
Reserve Study				1,250.00	1,250.00		-	-
Total Transfer to Reserves	\$ -	\$ -	\$ 66,978.00	\$ 34,739.00	\$ 68,228.00	\$ 78,816.00	\$ 104.25	\$ 1,251.05

Study \$117,480

Repairs & Maintenance

Fire Sprinklers	430.00		5,300.00	380.00	1,520.00	1,520.00	2.01	24.13
General Repairs	7,210.85	4,029.32	1,500.00	1,005.64	4,000.00	2,340.25	3.10	37.15
Gate Maintenance & Repairs	1,037.23	2,772.82	1,300.00	-		1,250.00	1.65	19.84
Janitorial Contract	1,020.00	1,020.00	2,040.00	740.00	1,020.00	1,020.00	1.35	16.19
Janitorial Supplies				136.88	200.00	225.00	0.30	3.57
Lighting	1,147.48	914.29	1,100.00	1,537.84	1,800.00	2,000.00	2.65	31.75
Pest Control	2,565.00	2,340.00	2,300.00	780.00	2,340.00	2,340.00	3.10	37.14
Security-Alarmco-Fire	4,669.51	2,640.00		1,680.00	3,360.00	3,360.00	4.44	53.33
Plumbing Maintenance & Repairs			50.00	1,880.00	2,000.00	1,500.00	1.98	23.81
Total Repairs & Maintenance	\$ 18,080.07	\$ 13,716.43	\$ 13,590.00	\$ 8,140.36	\$ 16,240.00	\$ 15,555.25	\$ 20.58	\$ 246.91

Utilities Expense

Water - Sewer	33,140.86	28,165.95	29,050.00	12,515.02	29,750.00	31,250.00	41.34	496.03
Electric	4959.22	3960.51	4300	2,392.64	5,400.00	5,670.00	7.50	90.00
Gas	356.94	1035.35	498	1,448.90	2,000.00	2,150.00	2.84	34.13
Trash Removal	11,642.34	11,831.40	11,748.00	9,061.29	13,500.00	14,200.00	18.78	225.40
Cable/Satellite	1,844.68	1,702.80						
Telephone	7,628.23	7,872.14	9,672.00	5,083.11	8,000.00	10,500.00	13.89	166.67
Total Utilities	\$ 59,572.27	\$ 54,568.15	\$ 55,268.00	\$ 30,500.96	\$ 58,650.00	\$ 63,770.00	\$ 84.35	\$ 1,012.22

Total Expenses	\$ 187,071.78	\$ 182,662.97	\$ 192,024.00	\$ 101,668.27	\$ 198,678.91	\$ 219,240.00	\$ 290.00	\$ 3,480.00
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Net Income /(Loss)	\$ (4,654.96)	\$ 5,588.16	\$ -	\$ (4,755.73)	\$ (5,142.91)	\$ -	\$ -	\$ -
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RESERVE ANALYSIS

Beginning Balance Reserve 2023	\$ 303,021.30							
Reserve Interest 2023	\$ 622.80			Reserve Expenses				
Reserve Expenses 2023	\$ 77,719.28			Asphalt	\$ 20,000.00			
Reserve Contribution 2023	\$ 78,816.00			Fire protection	\$ 56,625.00			
Ending Reserve Balance 2023	\$ 304,740.82			Accrued inflation	\$ 1,094.28			
Balance per Reserve Study	\$ 569,648.00	53%			\$ 77,719.28			

Introduction

Reserve Study Purpose

The purpose of this Reserve Study is to provide the board with a budgeting tool to help ensure that there are adequate reserve funds available to perform future reserve projects. In this respect our estimates of the current and future Fully Funded balances are less significant than the recommended reserve contribution. The board should weigh carefully our recommendations when setting the Reserve Contribution. The detailed schedules will serve as an advanced warning that major projects will need to be addressed in the future. This will allow the Board of Directors to have ample time to obtain competitive estimates and bids that will result in cost savings to the individual homeowners. It will also ensure the physical well-being of the property and ultimately enhance each owner's investment, while limiting the possibility of unexpected major projects that may lead to special assessments.

Preparer's Credentials

This reserve study was prepared under the responsible charge of TJ Martin. Any persons assisting in the preparation of this study worked under his responsible charge and have appropriate experience and training.

- Senior Project Manager, Nevada Region
- Nevada Reserve Study Specialist permit number RSS.0000196
- Local 720 IATSE union member
- Nevada Real Estate license number S.0174286
- Personally has prepared or assisted in the preparation of over 400 reserve studies.
- Has worked on reserve studies for association's ranging from single family home communities, high-rises, master associations, condominium communities, and townhouse associations.

Budget Breakdown

Every association conducts their business within a budget. There are typically two main parts to this budget, the Operating budget and the Reserve budget. The operating budget typically includes all expenses that occur on an annual basis as well as general maintenance and repairs. Typical Operating budget line items include management fees, maintenance expenses, utilities, etc. The reserves are primarily made up of capital replacement items such as roofing, fencing, mechanical equipment, etc., that do not normally occur on an annual basis. Typically, the reserve contribution makes up 15% - 40% of the association's total budget. Therefore, reserves are considered to be a major part of the overall monthly association assessment.

Report Sections

The **Reserve Analysis Section** contains the evaluation of the association's reserve balance, income, and expenses. It includes a finding of the client's current reserve fund status (measured as percent funded) and a recommendation for an appropriate reserve allocation rate (also known as the funding plan).

The **Component Evaluation Section** contains information regarding the physical status and replacement cost of major common area components the association is responsible to maintain. It is important to understand that while the component inventory will remain relatively "stable" from year to year, the condition assessment and life estimates will most likely vary from year to year.

Component Funding Information

ID	Component Name	UL	RUL	Quantity	Average Current Cost	Ideal Balance	Current Fund Balance	Monthly
Common Area								
207	Wrought Iron Fencing - Repaint	5	1	Approx 785 Linear ft.	\$7,850	\$6,280	\$6,280	\$227.90
214	Red Curbing/Hydrant - Repaint	3	0	Allowance	\$1,375	\$1,375	\$1,375	\$66.53
401	Asphalt - Major Rehab.	30	3	Approx 47,015 Sq.ft.	\$82,275	\$74,048	\$0	\$398.10
402	Asphalt - Preventive Maintenance	5	0	Approx 47,015 Sq.ft.	\$8,225	\$8,225	\$8,225	\$238.79
403	Concrete - Repair/Replace (2022)	10	9	Allowance	\$9,500	\$950	\$0	\$137.90
404	Fire Hydrant - Repair	10	0	Allowance	\$3,750	\$3,750	\$3,750	\$54.43
1002	Wrought Iron Fencing - Repair / Replace	10	5	Approx 785 Linear ft.	\$7,663	\$3,831	\$0	\$111.23
1005	Block Wall - Repair	15	4	Approx 815 Linear ft.	\$6,113	\$4,483	\$0	\$59.15
1307	Pet Waste - Replace (Operating Expense)	N/A	0	(2) Stations	\$0	\$0	\$0	\$0.00
1604	Pillar Globe Fixtures - Replace	20	2	(31) Fixtures	\$5,425	\$4,883	\$4,883	\$39.37
1605	Post Light Fixtures - Replace	20	2	(8) Fixtures	\$4,400	\$3,960	\$3,960	\$31.93
1801	Groundcover - Replenish	3	1	Allowance	\$7,500	\$5,000	\$5,000	\$362.90
1802	Tree Trimming - Perform	3	2	Allowance	\$4,100	\$1,367	\$1,367	\$198.38
1812	Landscaping / Irrigation - Renovate	5	4	Allowance	\$32,500	\$6,500	\$0	\$943.53
Subtotals:					\$180,675	\$124,650	\$34,839	\$2,870
Pool Area								
107	Pool Building Roof - Replace	30	2	Approx 595 Sq.ft.	\$2,075	\$1,937	\$1,937	\$10.04
207	Wrought Iron Fencing - Repaint	5	3	Approx 195 Linear ft.	\$2,338	\$935	\$0	\$67.86
218	Wood Trellis - Repaint	5	2	(2) Trellis	\$1,850	\$1,110	\$1,110	\$53.71
603	Pool Deck - Reseal / Repair	5	2	Approx 1,370 Sq.ft.	\$3,763	\$2,258	\$2,258	\$109.23
604	Pool Deck - Replace	30	7	Approx 1,370 Sq.ft.	\$9,588	\$7,350	\$0	\$46.39
703	Water Heater - Replace	12	1	(1) Water heater	\$1,500	\$1,375	\$1,375	\$18.14
803	Mailboxes - Replace	15	0	(2) Clusters, 2 Parcel	\$8,250	\$8,250	\$8,250	\$79.84
903	Camera System - Replace	10	1	(1) System	\$11,000	\$9,900	\$9,900	\$159.67
1002	Wrought Iron Fencing - Replace	25	22	Approx 195 Linear ft.	\$16,088	\$1,931	\$0	\$93.41
1101	Pool - Resurface (2022)	10	9	(1) Pool	\$12,000	\$1,200	\$0	\$174.19
1102	Spa - Resurface (2022)	6	5	(1) Spa	\$4,150	\$692	\$0	\$100.40
1105	Spa Heater - Replace	10	2	(1) Heater	\$4,000	\$3,200	\$3,200	\$58.06
1107	Pool/Spa Filter - Replace	12	2	(2) Filters	\$3,250	\$2,708	\$2,708	\$39.31
1110	Pool Pump - Replace	8	2	(2) Pumps	\$3,250	\$2,438	\$2,438	\$58.97
1121	Pool Furniture - Replace	5	3	(16) Pieces	\$4,500	\$1,800	\$0	\$130.64
1304	Drinking Fountain - Replace (Unfunded)	N/A	0	(1) Drinking fountain	\$0	\$0	\$0	\$0.00

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Component Funding Information

ID	Component Name	UL	RUL	Quantity	Average Current Cost	Ideal Balance	Current Fund Balance	Monthly
1309	Trellis - Refurbish / Replace	25	10	(2) Trellis	\$17,500	\$10,500	\$0	\$101.61
1311	Outdoor Shower - Re-Tile	20	15	(2) Showers	\$2,500	\$625	\$0	\$18.14
1403	Clubhouse - Remodel	N/A	0	Allowance	\$0	\$0	\$0	\$0.00
1413	Restrooms - Remodel / Renovate (2022)	20	19	(2) Restrooms	\$6,000	\$300	\$0	\$43.55
1602	Exterior Wall Lights - Replace	16	14	(16) Fixtures	\$2,800	\$350	\$0	\$25.40
Subtotals:					\$116,400	\$58,858	\$33,175	\$1,389
Building Exterior								
103	Spark Arrestors - Replace	30	5	(63) Units	\$22,050	\$18,375	\$0	\$106.69
105	Pitched Roof - Comp Shingle - Replace (New)	30	27	Approx 42,910 Sq.ft.	\$150,188	\$15,019	\$0	\$726.70
105	Pitched Roof - Comp Shingle - Replace (Old)	25	2	Approx 26,245 Sq.ft.	\$91,863	\$84,514	\$22,301	\$533.39
123	Sky Lights - Replace	30	26	(28) Skylights	\$23,100	\$3,080	\$0	\$111.77
201	Stucco Surfaces - Repaint	10	2	(63) Units	\$94,500	\$75,600	\$0	\$1,371.75
202	Building Trim - Repaint	5	2	(63) Units	\$18,900	\$11,340	\$11,340	\$548.70
716	Shut-Off Valves - Replace	30	0	(7) Valves	\$10,500	\$10,500	\$10,500	\$50.81
805	Unit Sign - Replace	20	5	(63) Signs	\$5,513	\$4,134	\$0	\$40.01
901	Fire Protection System - Replace	15	0	(4) Systems	\$56,625	\$56,625	\$56,625	\$547.98
902	Fire System - Repair/Inspect	5	4	(4) Systems	\$10,000	\$2,000	\$0	\$290.32
1009	Railing - Repair/Replace	20	4	Approx 560 Linear ft.	\$39,200	\$31,360	\$0	\$284.51
1602	Exterior Wall Mount Lights - Replace	16	3	(165) Fixtures	\$28,875	\$23,461	\$0	\$261.97
2301	Staircase - Repair / Replace	15	5	Allowance	\$15,000	\$10,000	\$0	\$145.16
Subtotals:					\$566,313	\$346,008	\$100,766	\$5,020
Entry Area								
206	Vehicle Gates - Repaint	5	1	(4) Vehicle gates	\$1,700	\$1,360	\$1,360	\$49.35
504	Vehicle Gates - Replace	30	5	(4) Vehicle gates	\$17,000	\$14,167	\$0	\$82.26
505	Vehicle Gate Hinges - Replace	10	2	(6) Hinges	\$2,700	\$2,160	\$2,160	\$39.19
506	Phone Entry System - Replace	10	1	(1) System	\$5,500	\$4,950	\$4,950	\$79.84
507	Vehicle Gate Operators - Replace	10	1	(3) Operators	\$12,000	\$10,800	\$10,800	\$174.19
509	Pedestrian Gate Lock - Replace	12	5	(1) Double sided lock	\$1,300	\$758	\$0	\$15.73
590	Gate loops - Replace	10	1	(2) Sets	\$3,250	\$2,925	\$2,925	\$47.18
801	Monument - Refurbish	25	5	(1) Double sided monument	\$3,000	\$2,400	\$0	\$17.42
1603	Monument Lights - Replace	20	6	(2) Lights	\$875	\$613	\$0	\$6.35
Subtotals:					\$47,325	\$40,133	\$22,195	\$512

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Component Funding Information

ID	Component Name	UL	RUL	Quantity	Average Current Cost	Ideal Balance	Current Fund Balance	Monthly
Grand Total:					\$910,713	\$569,648	\$190,975	\$9,790

Current Fund Balance as a percentage of Ideal Balance: 34%
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COLLECTION POLICY FOR PACIFIC SUNSET VILLAGE HOMEOWNERS ASSOCIATION

Whereas the Board of Directors finds that timely payment of regular and special assessments is of critical importance to the Association, and

Whereas, 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.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policies and procedures concerning collection of delinquent assessments and/or fine account.

1. Assessment due dates. The Regular Assessments, Special Assessments, and Reserve Assessments shall be due and payable on the first day of each month. The assessment is considered delinquent by the 2nd day of the month.

2. Late Charges/ Late Date. When an installment payment or any portion thereof of any type of assessment remains delinquent after the 30th of the month, the owner's account with the Association shall be charged with a late payment penalty of \$25.00 monthly.

3. Interest. If an assessment payment is delinquent for more than 60 days, the assessments shall bear interest at the rate of prime plus two percent (2%) per annum. See NRS 116.3115(3).

4. Collection Costs. As provided by law and the Association's governing documents, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments and/or fines (for non-compliance) including, but not limited to, the following: (1) the cost of preparing and mailing notices; (2) recording costs; (3) title company charges; (4) legal expenses; (5) management company fees and (6) fees charged by the agent / collection agency / collection attorney.

5. Delinquency Notice. If the owner's assessment account remains delinquent, in whole or in part, after 60 days, the Association will send out a notice including the following:

- a. a schedule of fees that may be charged if the unit owner fails to pay the past due obligation;
- b. a proposed repayment plan;
- c. a notice of the right to contest the past due assessment at a hearing before the Executive Board and the procedure to request a hearing.

Account will be assessed collection fees (the fee may not be reflected on the HOA ledger but is still due and owing) - see attached schedule of fees.

6. Intent to lien. If the owner's assessment account remains delinquent, in whole or in part, after 30 days after Delinquency Notice has been sent, and the owner had not entered a payment plan or requested a hearing with the Executive Board as provided in the Delinquency Notice, a Notice of Intent to Lien may be sent to the Owner(s). Account will be assessed collection fees (the fee may not be reflected on the HOA ledger but is still due and owing) - see attached schedule of fees.

7. Transfer of Account to Collections. If the owner's assessment account remains delinquent, in whole or in part, after the time period provided in the Notice of Intent to Lien had expired the Association may proceed as follows:

- a. Refer the account to a collection agency/ attorney for further action OR
- b. Have agent move forward with further action as allowed by NRS.

Account will be assessed collection fees (the fee may not be reflected on the HOA ledger but is still due and owing) - see attached schedule of fees.

8. Notice of Delinquent Assessment Lien. If payments for all sums that are delinquent, including the delinquent assessment, late charges, interest, costs and reasonable attorney fees have not been made, the authorized agent may record a Notice of Delinquent Assessment Lien in the County Recorder's office. Thereafter, the account will proceed as follows:

- a. If already placed with a collection agency/ attorney they may proceed with the statutory foreclosure process, judicial foreclosure and/or supplemental notices.

- b. If not placed after the intent to lien letter the account will now be transferred to a collection agency/ attorney for further action as stated above in 8 (a).

Account will be assessed collection fees (the fee may not be reflected on the HOA ledger but is still due and owing) - see attached schedule of fees.

9. Maintenance and Abatement Lien. Subject to the provisions contained in NRS 116.310312, the Association may enter the grounds of a unit which is vacant or subject to foreclosure in order to maintain the exterior of the unit or abate a public nuisance on the exterior of the unit. The Association may order that the costs of any maintenance or abatement conducted pursuant to NRS 116.310312, including, without limitation, reasonable inspection fees, notification and collection costs and interest, be charged against the unit. The Association shall keep a record of such costs and interest charged against the unit and have a lien on the unit for any unpaid amount of the charges. If the unit owner fails to pay the assessment in full such lien will be subject to collection pursuant to this policy.

10. Payment Agreement. A proposed repayment plan will be forwarded to the unit owner as provided in Section 5. Failure of an owner to comply with an approved payment plan shall give the Board and/or its agent the right to immediately continue the collection process without further notice to the owner.

11. Fine account. If the owner's fine account (for non-compliance of governing documents) remains unpaid the Association may proceed as follows:

- a. An intent to lien letter may be sent to the Owner(s) and/or
- b. May have authorized agent record a fine/violation lien and/or
- c. May have account transfer to a collection agency/ attorney as allow by NRS

Account will be assessed collection fees (the fee may not be reflected on the HOA ledger but is still due and owing) - see attached schedule of fees.

12. Collection rights. The Association has the right to collect any delinquent assessments and unpaid fines in any manner allowed by Nevada law.

13. Acting on Association behalf. The Association authorizes any person acting on behalf of the Association to charge the fees and cost described on the attached Schedule of Collection Related Fees and to perform any other actions necessary to collect unpaid assessments or fines, including but not limited to signing any and all documents related to the action set forth in this Collection Policy.

14. Sufficiency of Notice. Except for notice that under Nevada law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepared, to the mailing address on file for the Owner as of the date the notice is issued.

15. Protection for Servicemembers. Pursuant to Nevada's Servicemembers' Civil Relief Act, (SB33, effective May 29, 2017), if a unit owner is a servicemember, or a dependent of a service member, or a successor in interest of a servicemember, that unit owner may be entitled to certain protections in collection activity. Specifically, the Association may not "initiate the foreclosure of a lien by sale" while the service member is on active duty or deployment, or for one year immediately thereafter.

Please provide the association the following information immediately, to enable the Association to verify whether you are entitled to these protections. Please send in writing the following: Unit Address, Mailing Address, Name of Servicemember, Unit owner name(s), Date of Birth, Current or anticipated active duty dates, Name of Dependents(s). This information will be securely maintained and kept confidential.

Definitions under Senate Bill 33:

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

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

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

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

16. Protection during a government shutdown. Pursuant to Nevada Federal Employees Civil Relief Act (AB393 Amendment No. 766 amending Chapter 116 effective June 8, 2019), if a unit owner or his or her successor in interest is a federal worker, tribal worker, state worker, household member or landlord of such a worker, the unit owner may be entitled to certain protections in collection activity. Specifically, the Association may not "initiate the foreclosure of a lien by sale" during the period commencing on the date on which a shutdown begins and ending on the date that is 90 days after the date on which the shutdown ends.

Please provide the association with verifiable documentation that you meet the requirements under this act that would entitle you to these protections.

Definitions under Assembly Bill 393:

"Shutdown" means any period in which there is a lapse in appropriations for a federal or state agency or tribal government that continues through any unpaid payday for a federal worker, state worker or tribal worker employed by that agency or tribal government.

"Federal worker" means an employee of a federal agency or an employee of a contractor who has entered into a contract with a federal agency.

"Household member" to mean any person who is related by blood, marriage, adoption or other legal process and is currently residing with a federal worker, tribal worker or state worker affected by a shutdown.

"Qualified Indian tribe" means a federally recognized Nevada Indian tribe that receives at least a majority of its funding from the Federal Government.

"State worker" means an employee of a state agency or an employee of a contractor who has entered into a contract with a state agency.

"Tribal worker" means an employee of a qualified Indian tribe or an employee of a contractor who has entered into a contract with a qualified Indian tribe.

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

This policy was duly approved by the Board and was adopted by the action of the Board of Directors at a regularly scheduled meeting on December 10, 2020 and supersedes any previous Collection Policy.

Doreen L Miles
Officer/Director of Pacific Sunset Village Homeowners Association

12/10/2020
Dated

Lisa L Boushy
Officer/Director of Pacific Sunset Village Homeowners Association

12/10/2020
Dated

Incorporated herein Collection Fees Schedules Attachments A & B

Attachment "A" Colonial Property Management Fees
Attachment "B" Schedule of Collection Related Fees & Cost pursuant to Nevada statute

This policy shall take effect thirty (30) days after it is adopted and sent to the community.

**SCHEDULE OF COLLECTION RELATED FEES FOR COLLECTION OF
DELINQUENT ACCOUNT (ASSESSMENTS & FINES)**

Attachment A to Collection Policy

COLONIAL PROPERTY MANAGEMENT

AGENT COLLECTION FEES:

90 day Intent to Lien Letter	\$100.00
Delinquent Assessment or Fine(violation) Lien Lien Fee includes the Clark County Recording Fee to record lien	\$325.00
Release of Lien included Clark County Recording Fee	\$60.00
In-house Payment Plan - One time fee per payment plan	\$30.00
Payment Plan Breach Letter	\$20.00
NSF Fee	\$20.00***

Management Fees

Account Audit Fee - Placement to collection Co.	\$150.00
60 Day Intent - Disclosure Letter	\$75.00**

RESEARCH FEES (Subpoena / Litigation:

Staff Assistance	\$40.00 per hour*
Collection Specialist	\$75.00 per hour*
Staff Accountant	\$95.00 per hour*
Provisional Community Manager	\$65.00 per hour*
Community Manager	\$95.00 per hour*
Supervising Community Manager	\$125.00 per hour*

Actual costs of collections pursuant to Nevada Register of Administrative Regulations R199-09

* Charged to HOA

** Charged to HOA Reimbursed back from homeowner

***CPM charge HOA \$10.00, HOA Bank charge \$10.00, HOA reimbursed back from homeowner

All other collection fees charged to delinquent homeowner account only. (The fees without * asterisk)

SCHEDULE OF COLLECTION FEES AND COSTS (NAC 116,470(1)-(6))

1. Except as otherwise provided in subsection 5, to cover the costs of collecting any past due obligation of a unit's owner, an association or a person acting on behalf of an association to collect a past due obligation of a unit's owner may not charge the unit's owner fees in connection with a notice of delinquent assessment pursuant to paragraph (a) of subsection 1 of NRS 116.31162, which exceed a total of \$1,950, plus the costs and fees described in subsections 3 and 4.
2. An association or a person acting on behalf of an association to collect a past due obligation of a unit's owner may not charge the unit's owner fees in connection with a notice of delinquent assessment pursuant to paragraph (a) of subsection 1 of NRS 116.31162 which exceed the following amounts:

(a)	Demand or intent to lien letter	\$150.00
(b)	Notice of delinquent assessment lien	\$325.00
(c)	Intent to notice of default letter	\$90.00
(d)	Notice of default	\$400.00
(e)	Intent to notice of sale letter	\$90.00
(f)	Notice of sale	\$275.00
(g)	Intent to conduct foreclosure sale	\$25.00
(h)	Conduct foreclosure sale	\$125.00
(i)	Prepare and record transfer deed	\$125.00
(j)	Payment plan agreement – One-time set-up fee	\$30.00
(k)	Payment plan breach letter	\$25.00
(l)	Release of notice of delinquent assessment lien	\$30.00
(m)	Notice of rescission fee	\$30.00
(n)	Bankruptcy package preparation and monitoring	\$100.00
(o)	Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien	\$2.00
(p)	Insufficient funds fee	\$20.00
(q)	Escrow payoff demand fee	\$150.00
(r)	Substitution of agent document fee	\$25.00
(s)	Postponement fee	\$75.00
(t)	Foreclosure fee	\$150.00

3. If, in connection with an activity described in subsection 2, any costs are charged to an association or a person acting on behalf of an association to collect a past due obligation by a person who is not an officer, director, agent or affiliate of the community manager of the association or of an agent of the association, including, without limitation, the cost of a trustee's sale guarantee and other title costs, recording costs, posting and publishing costs, sale costs, mailing costs, express delivery costs and skip trace fees, the association or person acting on behalf of an association may recover from the unit's owner the actual costs incurred without any increase or markup.
4. If an association or a person acting on behalf of an association is attempting to collect a past due obligation from a unit's owner, the association or person acting on behalf of an association may, recover from the unit's owner:
 - (a) Reasonable management company fees which may not exceed a total of \$200; and

- (b) Reasonable attorney's fees and actual costs, without any increase or markup, incurred by the association for, any legal services which do not include an activity described in subsection 2.
5. If an association or a person acting on behalf of an association to collect a past due obligation of a unit's owner is engaging in the activities set forth in NRS 116.31162 to 116.31168, inclusive, with respect to more than 25 units owned by the same unit's owner, the association or person acting on behalf of an association may not charge the unit's owner fees to cover the costs of collecting a past due obligation which exceed a total of \$1,950 multiplied by the number of units for which such activities are occurring, as reduced by an amount set forth in a resolution adopted by the executive board, plus the costs and fees described in subsections 3 and 4.
6. For a one-time period of 15 business days immediately following a request for a payoff amount from the unit's owner or his or her agent, no fee to cover the cost of collecting a past due obligation may be charged to the unit's owner, except for the fee described in paragraph (q) of subsection 2 and any other fee to cover any cost of collecting a past due obligation which is imposed because of an action required by statute to be taken within that 15-day period.

SCHEDULE OF COLLECTION RELATED FEES FOR COLLECTION OF UNPAID FINES

In circumstances where the Association can foreclose on lien for unpaid fines, the same fee schedule for unpaid assessments set forth above shall apply, except that paragraph (b) shall be a fee of \$325.00 for the lien for unpaid fines.

(a)	Violation letter	\$25.00
(b)	Demand or Intent to Lien letter	\$150.00
(c)	Lien for unpaid fines	\$325.00
(d)	Actual cost incurred by Association or any person acting on behalf of Association	
(e)	Reasonable Attorney's fees and actual costs	



Association Management

129 W. Lake Mead Suite 16

Henderson, NV 89015

Please email back to : jamie@pandgmanagement.com

FEDERAL EMPLOYEES CIVIL RELIEF ACT ELIGIBILITY VERIFICATION

As a employee of a Federal Agency, State Agency, or Indian Tribe, you are eligible for protection under AB 393 (2019) and the associated section of NRS 116. Please fill out the form below and indicate whether you are or not eligible for protection under the Federal Employee Civil Relief Act.

Unit Owners Name : _____

Unit Address: _____

Mailing Address, if different: _____

Email Address: _____ Phone: _____

Federal/State/Tribal Employer Contact Information:

Name of Contact/Manager/Supervisor: _____

Address of Place of Employment: _____

Telephone: _____

I am eligible for protection under the FECRA because I am :

___ A federal worker, as defined below

___ A state worker, as defined below

___ A tribal worker, as defined below

___ A household member

___ I am not eligible for protection under the FECRA

Federal Worker – is an employee of a federal agency or an employee of a contractor who has entered into contract with a federal agency.

State Worker – is an employee of a state agency or an employee of a contractor who has entered into contract with a state agency.

Tribal Worker – is an employee of a qualified Indian or tribe or an employee of a contractor who has entered into contract with a qualified Indian Tribe.

I attest by my signature below that the above information is true and correct to the best of my knowledge and belief. If eligible for protection under FECRA, I further attest by my signature below that I, as a person eligible under FECRA, am providing my own person identifying information in order to avail myself and/or my dependents of the protections of the FECRA or, if I am a household member of as defined above, that I have been authorized to provide the identifying information for this purpose.

I further agree that (1) upon request, I will provide additional information to the Association which may ne required to verify entitlement to protections under the FECRA; (2) the Association will use this information to verify eligibility both intially and periodically thereafter, and (3) when my or my dependents eligibilty for FECRA protection expires, I will notify the Association within fourteen days.

Signature: _____

Print Name: _____ Date: _____



Association Management

129 W. Lake Mead Suite 16
Henderson, NV 89015

NEVADA SERVICEMEMBER CIVIL RELIEF ACT ELIGIBILITY VERIFICATION

Unit Owner's Name: _____

Unit Address: _____

Mailing Address, if Different: _____

Email Address: _____ Phone: _____

___ Initial here if you are **NOT** a Service Member or a Dependent of a Service Member. If you are **NOT** a Service Member, after you initial on the line, skip down to the bottom and sign and date.

If you are a Service Member or Dependent of a Service Member, CONTINUE BELOW:

Service Member's Name: _____

Service Member's Date of Birth: _____

Service Member's Social Security Number: _____

I am eligible for protection under the NVSCARA because I am :

___ A service member currently on active duty or deployment or in the period of one year immediately following the end of such active duty or deployment.

___ A dependent of such a service member. If I a dependent, I am the :

___ Spouse

___ Child, as defined in 38 USC 101 (4)

___ Individual for who the service member provided more than one-half of my support in the 180 days immediately proceeding in the application for relief.

I attest by my signature below that I, as the service member, am providing my own personal identifying information in order to avail myself and/or dependents of the protections of the NVSCRA or, if I am the dependent of the service member, that the service member has authorized me to provide the service member's personal identifying information for this purpose. I further agree that (1) upon request, I will provide additional information to the Association which may be required to verify entitlement to protections under the NVSCRA; (2) the Association will use this information to verify eligibility both initially and periodically thereafter, and (3) when my dependents eligibility for NVSCRA protections expires, I will notify the Association within fourteen (14) days.

Signature: _____

Printed Name: _____ Date: _____



ASSOCIATION RECOVERY SERVICES

FEE / COST SCHEDULE

Collection fees and costs below are billed directly to the delinquent homeowner. Fees and costs are subject to change and may not be all-inclusive. Fees billed to the homeowner are capped at \$1950 per LCB File No. R199-09, Authority of NRS 116.310313 as of 12/07/2012.

FEEES (CHRONOLOGICALLY)

DEMAND OR INTENT TO LIEN LETTER	\$165.00
NOTICE OF DELINQUENT ASSESSMENT (LIEN) OR VIOLATION LIEN	\$325.00
INTENT TO NOTICE OF DEFAULT LETTER	\$90.00
NOTICE OF DEFAULT	\$400.00
INTENT TO NOTICE OF SALE LETTER	\$90.00
NOTICE OF SALE	\$275.00
INTENT TO CONDUCT FORECLOSURE SALE	\$25.00
CONDUCT FORECLOSURE SALE	\$125.00
PREPARE / RECORD TRANSFER DEED	\$125.00
RELEASE OF NOTICE OF DELINQUENT ASSESSMENT (LIEN)	\$30.00
NOTICE OF RESCISSION FEE	\$30.00

MISCELLANEOUS FEES

PAYMENT PLAN AGREEMENT (ONE TIME SET-UP FEE)	\$30.00
PAYMENT PLAN BREACH LETTER	\$25.00
BANKRUPTCY PROOF OF CLAIM AND MONITORING	\$100.00
MAILING FEE PER PIECE	\$2.00
INSUFFICIENT FUNDS FEE (CHECK RETURN)	\$20.00
ESCROW PAYOFF DEMAND	\$165.00
RUSH ESCROW PAYOFF DEMAND (WITHIN 3 BUSINESS DAYS)	\$100.00 (ADDITIONAL)
SUBSTITUTION OF AGENT DOCUMENT FEE	\$25.00
POSTPONEMENT FEE	\$75.00
FORECLOSURE FEE	\$150.00

COSTS (ESTIMATED & SUBJECT TO CHANGE BASED ON CURRENT MARKET PRICE)

CERTIFIED POSTAGE PER MAIL PIECE	\$7.38 (EACH)
1 ST CLASS POSTAGE PER MAIL PIECE	\$0.58 (EACH)
NOTARY PER RECORDED DOCUMENT	\$5.00 (EACH)
COUNTY RECORDINGS	\$42.00 (1 ST PAGE)
E-RECORDINGS (IN ADDITION TO COUNTY RECORDING)	\$4.25 (EACH)
TRUSTEE SALE GUARANTEE/TITLE REPORTS	\$325.00 (EST.)
POSTING AND CRYING OF SALE	\$275.00 (EST.)
PUBLICATION OF SALE	\$275.00 (EST.)

**PACIFIC SUNSET VILLAGE HOA
ANNUAL CALENDAR OF MEETINGS**
LOCATION: COMMUNITY CLUBHOUSE @ 10:00 AM
2995 E. Sunset Village Road Las Vegas, NV 89120

Should you like to attend please email colleen@pandgmanagement.com



Monday	February 20, 2023	Board Meeting
Monday	April 17, 2023	Board Meeting
Monday	June 19, 2023	Board Meeting
Monday	September 18, 2023	Board Meeting + Annual
Monday	October 16, 2023	Board Meeting + Approve Budget
Monday	November 13, 2023	Board Meeting + Budget Rat

Owners are encouraged to attend and discuss any concerns/questions with the Board during the Homeowner's Forum.

NRS 116 entitles any homeowner to speak to the association board during the "Homeowner's Forum" portion of the agenda. In order to ensure everyone has a chance to address the Board, comments are limited to (3) minutes. Any homeowner is entitled to have a copy of the minutes or a summary of the minutes of the meeting distributed to him upon written request if he pays the Association the cost of making the distribution, if necessary. Electronic documents will be forwarded at no cost to owners.

The Board will meet in closed Executive Session at 11:00 pm to attend to legal, violation/compliance and delinquency/collection matters. Executive session is a closed meeting. Only owners who have received a letter asking for them to speak to the Board should attend.

As required by Nevada law, the Board shall meet in Executive Session (which is NOT open to the General Membership of the Association), to hold hearings and discussions relating to alleged violations of the Governing Documents. Under Nevada law, a Member who is alleged to have committed the specific violation may attend his or her hearing and may testify concerning the alleged violation, but may be excluded by the Board from any other portion of the hearing, including, without limitation, the deliberations of the Board

P&G Association Management: 129 West Lake Mead Parkway ~ Suite 16, Henderson,
NV 89015
Office: (702) 202-4330 Fax: (702) 202-3910
Email: colleen@pandgmanagement.com