Dayton Valley Community Association
2023 Budget Ratification Notice

November 10, 2022

Dear Homeowner:

Enclosed for your review are the 2023 Annual Budget and Reserve Study Summaries for the Dayton Valley Community Association.

A Budget Ratification Meeting has been scheduled for **November 30, 2022, at 10:00am and will be held via Webex** at https://fsres.webex.com/fsres/j.php?MTID=m30c237cf1cee1e08a80a6d7f9cd97d7f . In accordance with Nevada law, NRS 116.31151 (3), "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present."

There will be no increase in the monthly Assessment for the upcoming year. The 2023 assessments for homes will increase by $5 per month for a total of $165 per quarter. The assessment for vacant lots will also increase by $5 per month for a total of $105 per quarter. No Special Assessments are anticipated, at this time, for 2023. The Operating Budget contains estimates for the day-to-day operation of the Association, including the proper insurance requirements of the governing documents and NRS 116.3113.

The Reserve portion of the Budget contains the amounts to be contributed to the Reserves. The Reserve Study has been prepared by Resource 1 (an independent reserve study company). The study is produced by using the "Full Funding" method. The annual contribution budgeted for 2023 is $260,410.00 and the reserve expenditures are expected to be $128,492.50. The Association anticipates a reserve balance as of January 1, 2023, of $2,121,023.83.

Per NRS116 attached is a copy of the updated Association's Collection Policy, Penalty Policy with Fine Schedule, and Service Member Verification Form. Homeowners who become more than 60 days delinquent on any past-due obligation to the Association will be subject to a $125.00 Pre-collection Processing Fee.

Per NRS116, the Community Manager shall provide notice to each unit's owner that the board is aware of all legal requirements pursuant to the applicable laws and regulations. To comply with such attached is a copy of the Executive Board Awareness form.

Also included is the 2023 meeting calendar, which serves as notice to owners for the meetings of the Board of Directors for the upcoming year.

To improve and enhance community communication, the Association would like to offer homeowners an email "opt-in" option. This form is included in this packet. If you choose to provide your email, please send the completed form to daytonvalley@fsrnevada.com.

AT THE DIRECTION OF THE BOARD OF DIRECTORS

Sincerely,

Cyndi Fehler
Community Manager
Agent for Dayton Valley Community Association

Dayton Valley Community Association
2023 Budget Ratification Notice

Date & Time: **November 30, 2022 at 10:00 AM**
Location: **Webex at**
https://fsres.webex.com/fsres/j.php?MTID=m30c237cf1cee1e08a80a6d7f9cd97d7f

I. INTRODUCTION/CALL TO ORDER

II. HOMEOWNER FORUM
In accordance with NRS116.3108.4(c) this portion of the meeting is devoted to unit owners' comments and discussion.

III. 2023 BUDGET RATIFICATION
In accordance with Nevada law, NRS 116.31151 (3), "Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present."

IV. ADJOURNMENT

Unit owners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the unit owner, or in paper format at a cost of $.25 per page for the first ten pages, and $.10 per page thereafter.

Dayton Valley Community Association 2023 Operating Budget with $5 Per Month Increase

REVENUE				
GL Code	Description	2022 Budget	2023 Budget	Notes
40005-010	Assessments- Operating (homes)	457,800.00	524,700.00	$55 x 12 months = $660 $660/year x 795 homeowners
40005-010	Assessments- Operating (lots)	21,600.00	12,180.00	$35 x 12 months = $420 $420/year x 29 lot owners
43500-010	Gallary Insurance Assessments	-	20,800.00	
45405-010	Gate Remotes	1,200.00	1,200.00	
46700-010	Road Maintenance	12,000.00	3,000.00	
45156-010	Late Fees - Operating	-	1,500.00	
45646-010	Interest Earned From Homeowners late fees	-	-	
	**TOTAL REVENUE	492,600.00	563,380.00	
	LESS RESERVE TRANSFER	(218,575.61)	(260,410.00)	
	***TOTAL OPERATING REVENUE	274,024.39	302,970.00	
EXPENSES - OPERATING				
GL Code	LANDSCAPING	2022 Budget	2023 Budget	
70005-010	Landscaping Contract	50,000.00	55,000.00	
70009-010	Landscaping Common Improvements	5,000.00	5,000.00	
71040-010	Backflow Preventative Maintenance	1,380.00	1,380.00	
70015-010	Landscaping Weed Removal	3,000.00	3,000.00	
71225-010	Irrigation Repair/Maintenance	-	2,000.00	
	REPAIRS AND MAINTENANCE			
72230-010	Gate Transmitters	1,100.00	1,100.00	
72220-010	Gate Maintenance	1,000.00	4,000.00	
72430-010	Pest Control	1,725.00	1,725.00	
75045-010	Guard Shack Maintenance	1,150.00	1,150.00	
72430-010	Street Sweeping	5,000.00	5,000.00	
72110-010	Light Post Repairs	2,000.00	-	
72090-010	Snow Removal	1,000.00	-	
	UTILITIES EXPENSE			
74005-010	Electricity - Common Area	19,550.00	22,000.00	

74065-010	Water	11,500.00	15,000.00	
74185-010	Cable/Internet Sevice/Voip	4,650.00	3,450.00	
75110-010	Surveillance Cameras	4,000.00	4,000.00	
	ADMINISTRATIVE			
77015-010	Fees & Permits	50.00	50.00	
77035-010	Ombudsman Expense	4,000.00	3,500.00	
77050-010	Collection Cost	-	500.00	
77085-010	Contingency Funds	742.39	1,000.00	
77160-010	Technology Committee	4,600.00	5,500.00	
77200-010	Management Fees	73,425.00	69,540.00	
77295-010	Storage Unit Fee	1,150.00	1,150.00	
77262-010	Newsletter	16,800.00	12,000.00	
77245-010	Management Printing	5,000.00	6,000.00	
77260-010	Management Postage	5,000.00	7,000.00	
77230-010	Management Office Supplies	1,000.00	2,000.00	
77250-010	Management Statements	5,750.00	5,000.00	
77300-010	Meeting Room Fees	600.00	1,500.00	
77351-010	Community Events	5,000.00	3,000.00	
77515-010	Bank Service Charges	1,150.00	200.00	
77740-010	Tax Payment	115.00	3,300.00	
77750-010	Audit	3,000.00	1,500.00	
77760-010	Legal Fees	12,000.00	20,000.00	
78105-010	Insurance - Main Package	21,962.00	15,000.00	
78105-010	Insurance - The Gallery	-	20,800.00	
77750-010	Tax Prep	625.00	625.00	
	Total Operating Expenses	274,024.39	302,970.00	
	RESERVE			
90000-010	Reserve Transfer	218,575.61	200,000.00	
90001-010	Excess Transfer		60,410.00	
	**TOTAL RESERVE TRANSFERS	218,575.61	260,410.00	

Recommended Reserve Contribution

Year Funded	Beginning of Year Balance	Spc Rsv Assessmt	Annual Transfer	Member Mo Pmt	Annual Expenditures	Interest Earned	Income Tax	End of Year Balance	% Funded	Fully Funded (100%)
2022	$2,079,152.59	$0.00	$179,343.96	$18.14	$115,700.00	$4,158.00	$1,247.40	$2,145,707.15	80.21	$2,674,949.42
2023	$2,145,707.15	$0.00	$260,410.00	$26.34	$128,492.50	$4,291.00	$1,287.30	$2,280,628.35	75.01	$3,040,582.97
2024	$2,280,628.35	$0.00	$280,000.00	$28.32	$774,658.05	$4,561.00	$1,368.30	$1,789,163.00	63.76	$2,806,029.90
2025	$1,789,163.00	$0.00	$300,000.00	$30.34	$131,072.62	$3,578.00	$1,073.40	$1,960,594.98	61.10	$3,209,003.53
2026	$1,960,594.98	$0.00	$350,000.00	$35.40	$160,328.73	$3,921.00	$1,176.30	$2,153,010.95	59.87	$3,596,435.02
2027	$2,153,010.95	$0.00	$400,000.00	$40.45	$215,856.80	$4,306.00	$1,291.80	$2,340,168.35	59.34	$3,943,350.07
2028	$2,340,168.35	$0.00	$450,000.00	$45.51	$81,494.08	$4,680.00	$1,404.00	$2,711,950.27	61.22	$4,430,109.16
2029	$2,711,950.27	$0.00	$500,000.00	$50.57	$808,629.15	$5,424.00	$1,627.20	$2,407,117.92	56.80	$4,238,071.97
2030	$2,407,117.92	$0.00	$550,000.00	$55.62	$129,147.21	$4,814.00	$1,444.20	$2,831,340.51	60.02	$4,717,049.73
2031	$2,831,340.51	$0.00	$600,000.00	$60.68	$212,351.85	$5,663.00	$1,698.90	$3,222,952.76	62.86	$5,127,445.99
2032	$3,222,952.76	$0.00	$650,000.00	$65.74	$182,369.45	$6,446.00	$1,933.80	$3,695,095.51	66.26	$5,577,072.91
2033	$3,695,095.51	$0.00	$700,000.00	$70.79	$213,379.65	$7,390.00	$2,217.00	$4,186,888.86	69.71	$6,006,289.68
2034	$4,186,888.86	$0.00	$750,000.00	$75.85	$923,878.07	$8,374.00	$2,512.20	$4,018,872.59	69.62	$5,772,641.53
2035	$4,018,872.59	$0.00	$800,000.00	$80.91	$154,122.61	$8,038.00	$2,411.40	$4,670,376.58	74.20	$6,294,706.21
2036	$4,670,376.58	$0.00	$820,000.00	$82.93	$257,820.93	$9,341.00	$2,802.30	$5,239,094.35	77.90	$6,725,611.26
2037	$5,239,094.35	$0.00	$840,000.00	$84.95	$216,557.47	$10,478.00	$3,143.40	$5,869,871.48	81.49	$7,203,189.48
2038	$5,869,871.48	$0.00	$860,000.00	$86.97	$109,521.21	$11,740.00	$3,522.00	$6,628,568.27	85.13	$7,786,545.40
2039	$6,628,568.27	$0.00	$880,000.00	$89.00	$3,044,858.55	$13,257.00	$3,977.10	$4,472,989.62	80.13	$5,581,863.32
2040	$4,472,989.62	$0.00	$900,000.00	$91.02	$125,894.93	$8,946.00	$2,683.80	$5,253,356.89	84.45	$6,220,513.65
2041	$5,253,356.89	$0.00	$920,000.00	$93.04	$285,383.10	$10,507.00	$3,152.10	$5,895,328.69	87.79	$6,715,585.40
2042	$5,895,328.69	$0.00	$940,000.00	$95.06	$2,079,556.49	$11,791.00	$3,537.30	$4,764,025.90	86.45	$5,510,877.17
2043	$4,764,025.90	$0.00	$960,000.00	$97.09	$219,049.68	$9,528.00	$2,858.40	$5,511,645.82	89.98	$6,125,370.94
2044	$5,511,645.82	$0.00	$980,000.00	$99.11	$1,318,259.03	$11,023.00	$3,306.90	$5,181,102.89	90.70	$5,712,057.20
2045	$5,181,102.89	$0.00	$1,000,000.00	$101.13	$2,254,131.83	$10,362.00	$3,108.60	$3,934,224.46	88.57	$4,441,821.31
2046	$3,934,224.46	$0.00	$1,020,000.00	$103.16	$281,033.77	$7,868.00	$2,360.40	$4,678,698.29	91.57	$5,109,226.49
2047	$4,678,698.29	$0.00	$1,040,000.00	$105.18	$324,954.34	$9,357.00	$2,807.10	$5,400,293.85	93.83	$5,755,405.63
2048	$5,400,293.85	$0.00	$1,060,000.00	$107.20	$2,351,654.96	$10,801.00	$3,240.30	$4,116,199.59	91.67	$4,490,423.81
2049	$4,116,199.59	$0.00	$1,080,000.00	$109.22	$1,460,474.20	$8,232.00	$2,469.60	$3,741,487.79	90.21	$4,147,482.83
2050	$3,741,487.79	$0.00	$1,100,000.00	$111.25	$159,582.95	$7,483.00	$2,244.90	$4,687,142.94	92.00	$5,094,563.18
2051	$4,687,142.94	$0.00	$1,120,000.00	$113.27	$459,412.48	$9,374.00	$2,812.20	$5,354,292.26	92.58	$5,783,708.61
Total:		$0.00	$22,289,753.96		$19,179,626.69	$235,732.00	$70,719.60			

Reserve Budget Summary

Homeowners,

This Summary meets the NRS 116.31151 requirement of the Annual distribution to units' owners of operating and reserve budgets. It is provided to all individual homeowners as a recap of the Reserve Study that has been adopted by the Board of Directors.

NRS 116.31151-Annual distribution to units' owners of operating and reserve budgets or summaries

1....The executive board shall, not less than 30 days or more than 60 days before the beginning of the fiscal year of the association, prepare and distribute to each unit's owner a copy of:

(a)The budget for the daily operation of the association. The budget must include, without limitation, the estimated annual revenue and expenditures of the association and any contributions to be made to the reserve account of the association.

(b)The budget to provide adequate funding for the reserves required by paragraph (b) of subsection 2 of NRS 116.3115. The budget must include, without limitation

(1) The CURRENT estimated replacement cost, estimated remaining life and estimated useful life of each major component of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore;

(2) As of the end of the fiscal year for which the budget is prepared, the CURRENT estimate of the amount of cash reserves that are necessary, and the CURRENT amount of accumulated cash reserves that are set aside, to repair, replace or restore the major components of the common elements...

A copy of the entire Reserve Study is available by contacting the Community Management Company (or Board of Directors of Self Managed Associations).

Current Year Beginning Date: 01/01/2023

Reserve Bank Balance as of Beginning Date: $2,145,707.15

Annual Contribution to the Reserve Account: $260,410.00

Estimated Expenditures: $128,492.50

Projected Reserve Bank Balance at the End of the Fiscal Year: $2,280,628.35

Planned Special Reserve Assessments: $0.00

Study Funding Plan: Threshold Funding

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

Major Components of the Common Elements to be Repaired, Replaced, Restored or Maintained

Component	Today's Cost	Estimated Remaining Useful Life	Estimated Life When New
Common Area			
Concrete Repairs and Replacement	$5,000	0	1
Crash Gate	$1,500	10	30
Fence -Metal, Dayton Valley Road by 4th Hole	$5,000	12	40
Fence -New (added 2013) Maintenance	$11,250	2	5
Fence -Redwood and Steel Posts (Done 2019)	$162,500	17	20
Landscaping - Plant and Bush Replacement	$20,000	1	2
Landscaping - Rock Replenishment	$10,000	4	5
Landscaping - Trees Maintenance	$25,000	2	3
Landscaping and Irrigation Renovation Bayhill Entrance	$35,000	1	10
Landscaping and Irrigation Renovation Palmer Entrance	$50,000	0	10
Landscaping and Irrigation Renovation Perimeter Wall Areas Phase 01	$35,000	2	20
Landscaping and Irrigation Renovation Perimeter Wall Areas Phase 02	$35,000	3	20
Perimeter Wall - Stone Pillars and Wall Repair and Caps Replacement	$5,000	2	3
Entrance Area			
Battery Back Up	$2,200	2	3
Gate House - Bayhill AC System Replacementt	$1,500	5	30
Gate House - Bayhill Painting Interior and Exterior	$3,000	5	10
Gate House - Bayhill Roof Replacement (Metal)	$2,500	10	30
Gate House - Bayhill Windows and Door Replacement	$3,500	1	30
Gate House - Palmer AC System Replacementt	$1,500	5	30
Gate House - Palmer Painting Interior and Exterior	$3,000	5	10
Gate House - Palmer Roof Replacement (Metal)	$2,500	10	30
Gate House - Palmer Windows and Door Replacement	$3,500	1	30
Gate Maglock	$2,200	3	10
Gate Motors and Operators Bayhill	$20,000	5	10
Gate Motors and Operators Palmer	$20,000	5	10
Gate Replacement -Bayhill	$20,000	13	40
Gate Replacement -Palmer	$20,000	37	40
Hinges - Bay Hill (4 Sets)	$6,000	0	10
Hinges - Palmer (2 Sets)	$3,000	5	10
In Ground Loops and Loop Detectors- Bayhill	$1,500	5	10
In Ground Loops and Loop Detectors- Palmer (Replaced 2020)	$1,500	8	10
Key Pad Entry System Bayhill (Upgraded 2021)	$5,000	9	10
Key Pad Entry System Palmer (Upgraded 2021)	$5,000	9	10
Lighting and Electrical (Both Entrances)	$15,000	5	20
Paint Gate and Fencing at Entrance Bayhill	$2,300	4	7
Paint Gate and Fencing at Entrance Palmer	$1,900	4	7

Pedestrian Gate Key Pad Locks	$2,200	0	10
Pedestrian Gate Replacement	$3,000	15	30
Security Camera System	$10,000	4	5

Reserve Study

Annual Update	$1,250	1	1
Full Reserve Study (Done 2022)	$2,750	5	5

Roads and Parking

Concrete Curbs and Gutters Repair or Replacement as Needed	$5,000	0	1
Concrete to Asphalt Joint Sealing (84,098 LF)	$88,000	2	5
Crack Fill (Done 2022)	$46,000	0	2
Fire Hydrants Replacement (Future, 5 Units Every 5 Years) (63 Units Total)	$45,000	4	5
Lighting Fixtures Upgrade	$1,500	0	1
Reconstruction Phase 01 (1/4 Roads)	$990,000	17	30
Reconstruction Phase 02 (1/4 Roads)	$990,000	20	30
Reconstruction Phase 03 (1/4 Roads)	$990,000	23	30
Reconstruction Phase 04 (1/4 Roads)	$990,000	26	30
Repairs / Cut and Patch (Done 2022)	$50,000	1	2
Street Lights - Gallery (Done 2013)	$10,000	22	30
Street Lights Front Side of Bayhill Cr., Sawgrass Lane & Agusta Ct.	$20,000	2	30
Street Signs Replacement	$5,000	4	5
Striping / Painting and Curb Painting	$9,500	2	2
Surface Maintenance Treatment Rapid-Set Slurry Seal/ Micro-Surfacing Product (Done 2019)	$475,489.50	2	5

Total: $5,281,539.50

30 Year Planned Expenditures

This is where you will spend your money in the next 30 years

2022

Common Area - Concrete Repairs and Replacement	$5,000.00
Common Area - Landscaping and Irrigation Renovation Palmer Entrance	$50,000.00
Entrance Area - Hinges - Bay Hill (4 Sets)	$6,000.00
Entrance Area - Pedestrian Gate Key Pad Locks	$2,200.00
Roads and Parking - Concrete Curbs and Gutters Repair or Replacement as Needed	$5,000.00
Roads and Parking - Crack Fill (Done 2022)	$46,000.00
Roads and Parking - Lighting Fixtures Upgrade	$1,500.00
Total	**$115,700.00**

2023

Common Area - Concrete Repairs and Replacement	$5,150.00
Common Area - Landscaping - Plant and Bush Replacement	$20,600.00
Common Area - Landscaping and Irrigation Renovation Bayhill Entrance	$36,050.00
Entrance Area - Gate House - Bayhill Windows and Door Replacement	$3,605.00
Entrance Area - Gate House - Palmer Windows and Door Replacement	$3,605.00
Reserve Study - Annual Update	$1,287.50
Roads and Parking - Concrete Curbs and Gutters Repair or Replacement as Needed	$5,150.00
Roads and Parking - Lighting Fixtures Upgrade	$1,545.00
Roads and Parking - Repairs / Cut and Patch (Done 2022)	$51,500.00
Total	**$128,492.50**

Dayton Valley Community Association
ASSESSMENT AND FINE COLLECTION POLICY
Adopted Oct 30, 2019

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 ("Declaration"), its Bylaws and Nevada Revised Statutes 116, Sections 116.3115 through 116.31168 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 Dayton Valley Community Association adopts the following Collection Policy and Fine Policy ("Policy") as of 10-30-2019. 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. Quarterly payments of regular assessments are due on the first day of January, April, July and October.

1. Assessment due dates. The regular or annual assessment is due and payable in four (4) equal quarterly installments on the first day of each ~~month~~ quarter. 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 within thirty (30) days.

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. Creation of Lien and Personal Obligation of Owner. Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. In addition, the Assessment is also a charge or lien upon the Owner's Lot. Recordation of the Declaration constitutes record notice and perfection of the Association's lien. No further recordation of any claim or lien for any unpaid Assessment is required. *See* NRS 116.3116(9). However, pursuant to this Policy, the Association may record a notice of delinquent assessment and claim of lien for unpaid Assessments and related charges.

3. No Exemption. No Owner may exempt himself or herself from liability for Assessments by non-use of Common Elements or abandonment of his or her Lot.

4. Late Charges and Interest. When an installment payment of any assessment becomes delinquent, the owner's account may be assessed a late charge of $10.00, and such charge(s) shall be part of the assessment and lien. Subject to any limitations imposed by the Nevada Servicemembers Civil Relief Act, as defined in

Paragraph 7 below, and the Nevada Civil Relief Act, as defined in Paragraph 8 below, any assessment payment that is sixty (60) days or more past due bears interest at the legal rate allowed, such interest to be part of the assessment and the lien. The current legal interest allowed is 2% above the Nevada prime rate as published January 1st and July 1st by the Commissioner of Financial Institutions.

5. 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.

6. 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.

7. Servicemember or Dependent of a Servicemember. The Association shall comply with the Nevada Servicemembers Civil Relief Act ("NSCRA"). 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 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 NRS 116.311625. 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 NRS 116.311625 before the Association takes any action pursuant to NRS 116.31162(4)(a) as detailed in Section 9 below. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of NRS 116.311625 has been provided to the Association, the Association shall verify whether the person is entitled to the protections set forth in NRS 116.311625. If information required to verify whether a unit's owner or his or her successor in interest is entitled to the protections of NRS 116.311625 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 NRS 116.311625. The Association shall act honestly and fairly when trying to verify whether a unit's owner or his or her successor in interest in entitled to the protections of NRS 116.311625, as evidenced by (1) providing the unit's owner or his or her successor in interest a 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 NRS 116.311625; and (3) making reasonable efforts to utilize all resources available to the Association to verify whether the unit's owner or his or her successor in interest is a servicemember. The Association shall use the search features provided on https://scra.dmdc.osd.mil/single_record.xhtml, if the information required is available to the Association, and/or www.servicemembersciviIreliefact.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 or other amount charged by the entity 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.

8. Compliance with Nevada Civil Relief Act. Federal, Tribal and State Workers/Contractors and Landlords ("NCRA"). In order to comply with NCRA, before the Association takes any action to pursue collection of past due obligations, the Association shall: (a) inform each Owner, or his or her successor-in-interest, that if the person is a federal, tribal or state worker or contractor or a household member or landlord of these persons, he or she may be entitled to certain protections granted by the NCRA; and (b) give the person the opportunity to provide the information necessary for the Association to verify whether the person is entitled to the protections set forth in NCRA.

If the person, a household member of the person, or the landlord of the person is entitled to the protections of NCRA, then, in the absence of a court order to the contrary, the Association shall not commence collection of any past due assessments and related charges, during a shutdown and up to ninety (90) days after the shutdown has expired. For the purposes of this provision the term "shutdown" is defined as any period of time during which there is a lapse in appropriation of federal or state agency or tribal government that continued through any unpaid payday for a federal worker, state worker, or tribal worker employed by that agency or tribal government.

9. Delinquency Notice. Sixty (60) days after an assessment, or any portion thereof, becomes past due, and after the Association has made a good faith effort to verify that the Owner is not entitled to the protections of NSCRA or NCRA, 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 NSCRA/ NCRA 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. The processing cost for preparing and mailing the Delinquency Notice to the Owner shall be charged to the Owner. 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.

10. **Assignment of Account to Designated Attorney or Collection Agent.** If within thirty (30) days after the Delinquency Notice is mailed, the Owner has not: (a) paid the past due obligation in full, (b) signed and returned the payment plan, (c) submitted a written request for a hearing, or (d) notified the Association that the Owner or a dependent of the Owner is or may be entitled to protection under NSCRA or NCRA, then the Association may turn the account over to the Association's Designated Attorney or Collection Agent for enforcement which may include recording a Notice of Delinquent Assessment and Claim of Lien, and thereafter, foreclosing on the lien. *See* NRS 116.31162 et. Seq. At the time that an account is delivered to the

Association's Designated Attorney or Collection Agent, the Association shall add an account audit fee of not more than $200.00 to the Owner's account, the amount of which is consistent with Nevada law.

11. 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 NRS 116.311625; 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.

12. 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).

13. 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.

14. 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.

15. 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 within thirty (30) days of notice, 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 Statues.

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

17. **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.

18. **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: _____ Attested by: _____

UCC President , Secretary

LEACH KERN GRUCHOW ANDERSON SONG
2019 LIEN/FORECLOSURE FEE SCHEDULE[1]

1. NRS 116.31162(4) sixty (60) day Payment Plan/Fee Disclosure Letter	$150.00
2. Attorney Demand Letter (provided on LKG letterhead)	$150.00
3. Intent to Notice of Delinquent Assessment Lien	$150.00
4. Notice of Delinquent Assessment Lien (preparation and recordation of lien and all statutorily required mailings)	$325.00[2]
• Release of Notice of Delinquent Assessment Lien (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from Client, recordation of document, and providing recorded copies to Client and HO]	$30.00
5. Intent to Notice of Default Letter	$90.00
6. Notice of Default (preparation and recordation of NOD and all statutorily required mailings)	$400.00
• Trustee's Sale Guarantee (at actual cost charged by title company – the cost is based on the amount of the lien)	At actual cost charged by title company
• Rescission of NOD (upon payment of all amounts owed by HO) – [includes contact from owner to pay lien without dispute, preparation of document, obtaining appropriate signature from Client, recordation of document, and providing recorded copies to Client and HO]	$30.00
7. Intent to Notice of Sale Letter	$90.00
8. Foreclosure Sale – includes: • Notice of Sale • Publication & Posting Costs • Conduct Sale • Transfer Deed	At fee rates provided in NAC 116.470, including subsections (e)-(i), (s)-(t).
9. Payoff Demand(s)/Escrow Demand(s)	$150.00

[1] Each line item amount is the fee for that task. Pursuant to NAC 116.470(3), actual costs incurred in performing each line item task are in addition to the fee for each task.

[2] Violation Lien(s) may be filed in accordance with NRS Chapter 116.

• Check Letter 10. Expediting Fee (Payoff requested within 3 days)	$50.00 $100.00
11. Repayment Agreement(s) – Between Owner(s) and Association • Set-up Fee • Payment Plan Breach Letter • Intent to Notice NOD or NOS • Check Letter	 $30.00 $25.00 $90.00 $7.38
12. Mailing Fee Per Piece – Intent to Lien Letter, Demand Letter, Notice of Delinquent Assessment Lien, Notice of Default	$2.00 per piece
13. Insufficient Funds Fee (NAC 116.470(2)(p)	$20.00 + third party costs (NAC 116.470(3))
14. Paralegal Services performed @ Hourly Rate (NAC 116.470(4)(b))	$120.00-$165.00
15. All other attorney services performed @ Hourly Rate (NAC 116.470(4)(b))	Partner $300.00-$350.00 Associates $185.00-$300.00
16. Copy/Facsimile Charges	$.20/page
17. Postage Charges	At cost of postage
18. Certified Mail Charges	At cost of certified mailer
19. Recording Fees	At cost charged by Recorder's Office
20. Pacer Charges	At cost charged by Courts (CM/ECF)
21. Servicemembers Civil Relief Act Central Verification Service	At cost charged by third party
22. Other Third Party Costs	At cost charged by third party

DAYTON VALLEY COMMUNITY ASSOCIATION BOARD OF DIRECTOR'S RESOLUTION #R 2017-

PERTAINING TO THE BOARD OF DIRECTOR'S
INVESTMENT POLICY AND PROCEDURES

AUTHORITY AND PURPOSE FOR THE RESOLUTION:

WHEREAS, the Dayton Valley Community Association a Nevada Corporation duly organized and existing under the laws of the State of Nevada, gives the Board rule making authority; and

WHEREAS, the Executive Board (Board) wishes to memorialize their investment policy for funds in the reserve and operating accounts, and

WHEREAS, owners have a right to know how their funds are being invested in both the reserve and operating accounts, and

WHEREAS, the Board wishes to ensure that the funds are also available as needed to properly protect, enhance and preserve the assets of the corporation, and

WHEREAS, the Board wishes to be in compliance with applicable Nevada laws.

NOW THEREFORE, BE IT RESOLVED:

To ensure compliance of NRS 116.311395 and NAC 116.395, the Board shall deposit all funds of the Association in a properly insured financial institution that is located in Nevada, or authorized and qualified to do business in Nevada or has consented to the jurisdiction of the courts of Nevada.

No individual deposit of funds will be placed in any instrument that will exceed the $250,000 per account Federal Insurance unless the account is covered by private insurance as outline in NRS 678.755 or is protected by SIPC. Steps will be taken to calendar each account to ensure that any interest obtained over a specific investment period will not exceed the maximum.

A calendar shall be kept by the Treasurer or the Community Manager, which shall show the maturity dates to enable ample time before the renewal of any accounts to place decisions on the agenda for any decisions to be made. If, however, it is not possible and a CD matures between meetings, the Board authorizes the Treasurer in consultation with at least one other member of the Board to have the power to deposit funds in appropriate CDs or other deposits of funds as allowed by this policy and NRS 116.311395. If this deposit is done between meetings, it shall be reported at the next meeting and included in the minutes.

To remain in compliance with NRS 116 and NAC 116, the community manager shall not sign any of the reserve checks, transfer funds out of the reserve account or be a signor on the account cards. As required by NRS 116.31153, all funds that are disbursed from the reserve accounts shall be signed by two members of the Board or a member of the Board and an officer of the Board. Except as allowed by NRS 116.31153 (3), all funds that are disbursed from the operating account shall be signed by at least one member of the Board or one officer of the Association and a member of the Board, an officer of the Association or the community manager. Money in the operating account of the Association may be withdrawn without signatures as stated herein to: (1) transfer money to the reserve account of the association at regular intervals; (2) make automatic payments for utilities; (3) make an electronic transfer of money to state agency pursuant to NRS 353.1467; or (4) make an electronic transfer of money to the US Government or any agency pursuant to any

federal law requiring transfers of money by electronic means. The Association may use electronic signatures to withdraw money in the operating account if: (1) the electronic transfer of money is made pursuant to a written agreement entered into between the Association and the financial institution where the operating account is maintained; (2) the Board expressly authorizes the electronic transfer of money; and (3) the Association follows established internal accounting controls to safeguard the assets.

The Board shall establish, at a minimum, the following internal accounting controls: (1) use a system of checks and balances to ensure no one person has control over all parts of a financial transaction; (2) reconcile bank accounts every month; (3) Board shall have oversight of all operations and management by monitoring the financial activity on a regular basis, requiring explanation of any significant variations, periodically review the check register or general ledger, document approval of financial procedures and policies and expenditures, require independent auditors to present and explain annual financial statements and provide management letters to the Board; (4) protect cash and check collections; and (5) follow any recommended accounting controls identified by the Association's CPA.

At least once a quarter and not less than once every 100 days, the executive board shall review, at a minimum, the following financial information at one of its meetings:

(a) A current year-to-date financial statement of the association;

(b) A current year-to-date schedule of revenues and expenses for the operating account and the reserve account, compared to the budget for those accounts;

(c) A current reconciliation of the operating account of the association;

(d) A current reconciliation of the reserve account of the association;

(e) The latest account statements prepared by the financial institutions in which the accounts of the association are maintained; and

(f) The current status of any civil action or claim submitted to arbitration or mediation in which the association is a party.

This resolution is adopted in resolution format at the_____, Board of Directors Meeting.

BY: Leandra C
President

ATTESTED: Carla M Cole
Secretary

DAYTON VALLEY COMMUNITY ASSOCIATION

2023 ASSOCIATION MEETING SCHEDULE

BOARD OF DIRECTORS

Wednesday, January 25
Wednesday, February 22
Wednesday, March 22
Wednesday, April 26
Wednesday, May 24
Wednesday, June 28
Wednesday, July 26
Wednesday, August 23
Wednesday, September 27
Wednesday, October 25-Budget Approval

All meetings will be held at 5:00 pm at the Dayton Valley Golf Course Clubhouse – 101 Palmer Dr. Dayton, NV 89403

ANNUAL MEMBERS MEETING AND ELECTION

Wednesday, April 26

MEMBERS BUDGET RATIFICATION

Wednesday, November 15 at 10:00 am

We are notifying all homeowners as to when meetings of the Executive Board of Directors will be held as per NRS 116.31083.2, "not less than 10 days before the date of a meeting of the Executive Board." The preceding dates are the scheduled meetings for 2023, including the Annual Membership Meeting and Budget Ratification. All Board Meetings will be held at the Dayton Valley Golf Course Clubhouse. Agendas for the Board Meetings will be posted online and available at the management office. Any changes to the meeting dates will be updated online on the Association's Website https://daytonvalley.connectresident.com You may also obtain a copy of the agenda by contacting Customer Care at (775) 624-8805.

Executive Meetings may be held before or after a scheduled Board Meeting to review and take action on executive session meeting minutes, hold hearings for non-compliance issues, review the delinquency report, review and take action on correspondence/appeals, review and take action on the progress report from the collection agency. Executive Board Meetings are not open to owners, unless a violation hearing has been scheduled.

Each meeting of the executive board shall be audio recorded, unless the executive board is meeting in executive session. Unit owners have the right to obtain a copy of the audio recording at a cost to the unit owner. Upon approval of the minutes by the executive board, unit owners are permitted to receive a copy of the minutes or a summary of the minutes in electronic format at no charge to the unit owner, or in paper format at a cost of $.25 per page for the first ten pages, and $.10 per page thereafter.

Dayton Valley Homeowners Association
Executive Board Awareness of Legal Requirements
Pursuant to Applicable Laws and Regulations

In accordance with NRS 116A.630(14); your Community Manager shall provide notice to each unit's owner that the board is aware of all legal requirements pursuant to the applicable laws and regulations. This document will be sent out annually with the Budget Ratification Package to comply.

By signing below I certify that I am an elected or appointed member of the executive board of Dayton Valley Community Association and that I am aware of all legal requirements pursuant to the applicable laws and regulations.

PRESIDENT: Signature _____ Date 10-26-22
Leandra Carr
Print Name

VICE PRESIDENT: Signature _____ Date 31 Oct 22
DENNIS DRURY
Print Name

TREASURER: Signature _____ Date 10-26-22
Katherine Mitchell
Print Name

SECRETARY: Signature _____ Date 10/31/22
Carla Cole
Print Name

DIRECTOR: Signature _____ Date 10/26/22
Steve Galtieri
Print Name

FirstService RESIDENTIAL
Northern Nevada Office
www.fsresidential.com
639 Isbell Road | Suite 320 | Reno, NV | 89509
phone: 775.624.8494 fax: 775.825.3705

Dayton Valley Homeowners Association
Executive Board Awareness of Legal Requirements
Pursuant to Applicable Laws and Regulations

DIRECTOR: Signature _____ Date 10/27/22
Print Name

DIRECTOR: Signature _____ Date 11/2/22
JAMES H. Kepler
Print Name

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DAYTON VALLEY COMMUNITY ASSOCIATION

HOMEOWNER INFORMATION PACKET

Information provided is for the exclusive use of the Dayton Valley Community Association and will not be given away or sold for any other purpose.

Welcome to FirstService Residential! Please complete and return this form to the email address, mailing address or fax at the bottom of this page. This will ensure that management has the correct information for contacting you regarding your property.

Please Check: □ **New Owner** □ **Account UPDATE** □ **Adding Occupants** □ **Removing Occupants**

PROPERTY OWNER INFORMATION

Property Owner 1: _____ **Property Owner 2:** _____

Property Address: _____

Mailing Address: _____

City_____State _____ _____Zip _____

Owner Contact: **OWNER #1** **OWNER #2**

Home #: _____ _____

Work #: _____ _____

Cellular #: _____ _____

ADDITIONAL OCCUPANT INFORMATION

Name: Phone

Name: Phone_____

Name: Phone_____

Name: Phone_____

EMERGENCY INFORMATION

Vehicles:

Color/Make/Model: _____ License Plate #: _____ State_____

Color/Make/Model: _____ License Plate #: _____ State_____

IN CASE OF AN EMERGENCY, PLEASE CONTACT:

Name: _____

Home # _____ Work # _____ Cellular # _____

EMAIL AUTHORIZATION

□ YES, I (We) hereby authorize Dayton Valley Community Association and its agents to notify me (us), as the owner of the above property of the Dayton Valley Community Association, by electronic email format for all association notifications as required by the Nevada Revised Statutes 116.3108 in lieu of the U.S. Mail. I understand that I may request a hard copy for my files from management on an individual basis.

□ YES, I (We) hereby authorize Dayton Valley Community Association and its agents to notify me (us) by electronic mail format regarding community events and programs for the association.

Email Address #1: _____

Email Address #2: _____

Homeowner Signature: _____ Date: _____

TEXT MESSAGE AUTHORIZATION

□ YES, I (We) hereby authorize Dayton Valley Community Association and its agents to notify me (us) via text message regarding community announcements, emergencies, and other important community information. Standard message rates may apply.

Cell Phone #: _____

Homeowner Signature: _____ Date: _____

ACTIVE MILITARY

Service Member Name: _____

Current or Anticipated ACTIVE DUTY dates: _____

Current or Anticipated DEPLOYMENT dates: _____

If you are a service member, or a dependent of a service member, or a successor in interest of a service member, you may be entitled to certain protections in collection activity pursuant to Nevada Senate Bill 33, which became effective on May 29, 2017.

Service member – member of the U.S. Armed Forces, a reserve component thereof, or the National Guard.
Active Duty – full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 USC §§ 1209 and 1211.
Deployment – movement or mobilization of a service member form his or her home station to another location for more than 90 days pursuant to military orders.
Dependent – (a) the service member's spouse; (b) the service member's child (as defined in 38 USC §101(4); or (c) an individual for whom the service member provided more than one-half of the individual's support for 180 days immediately preceding an application for relief under 50 USC Chapter 50.

NEVADA EMPLOYEES CIVIL RELIEF ACT

If you are a federal worker, tribal worker, state worker, or a household member or landlord of such a worker, you may be entitled to certain protections under Assembly Bill 393 (referred to hereafter as the Nevada Employees Civil Relief Act, or "NECRA"). Subject to specific exceptions, NECRA provides that an association may not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a federal worker, tribal worker, or state worker, or a household member or landlord of such a worker during the period commencing on the date on which an applicable shutdown begins and ending on the date that is 90 days after the date on which the shutdown ends.

If you are a federal worker, tribal worker, or state worker, or the household member or landlord of such a worker, please check the appropriate box below, fill out the contact information, and return this form to Dayton Valley Community Association.

If you have any questions, please contact the Association c/o FirstService Residential, Nevada, LLC, at 775-624-8805.I may be eligible for protection under the NECRA because I am a:

- U federal worker
- U tribal worker
- U state worker
- U household member
- U landlord of such a worker

Federal, Tribal, or State Worker's Name: _____

Relationship to the Federal, Tribal, or State Worker:

The following definitions apply under the NECRA:

"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" means 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.

"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.

"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.

DAYTON VALLEY COMMUNITY ASSOCIATION

NEVADA SERVICEMEMBERS CIVIL RELIEF ACT NOTICE

Dear Owner (or successor in interest):

If you are a service member, or the dependent of a service member, you may be entitled to certain protections under the Nevada Servicemembers Civil Relief Act ("NVSCRA"). Subject to specific exceptions, the NVSCRA provides that an association may not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a servicemember or a dependent of a service member during any period that the service member is on active duty or deployment or for a period of one year immediately following the end of such active duty or deployment.

If you are a service member or the dependent of a service member, please check the box below, fill out the contact information, and return this form to Dayton Valley Community Association.

If you have any questions, please contact the Association c/o FirstService Residential, Nevada, LLC, 639 Isbell Road Suite 320 Reno, NV 89509.

☐ I am eligible for protection under the NVSCRA because I am a servicemember, or a dependent of a servicemember, currently on active duty or deployment or in the period of one year immediately following the end of such active duty or deployment.

Unit Owner's Name: _____

Unit Address: _____

Mailing Address (if different): _____

Email Address: _____ Phone:

Servicemember's Name:

The following definitions apply under the NVSCRA:
"Servicemember" means a member of the military. "Military" means a member of the U.S. Armed Forces (i.e. the Army, Navy, Air Force, Marine Corps or Coast Guard), a reserve component of the Armed Forces or the National Guard). "Armed Forces" means the Army, Navy, Air Force, Marine Corps, or Coast 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 U.S.C. §§ 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.
"Dependent" means the servicemember's spouse, the servicemember's child (as defined in 38 U.S.C. § 101(4)) or 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 the NVSCRA.

DAYTON VALLEY COMMUNITY ASSOCIATION

NEVADA GOVERNMENT OR TRIBAL WORKERS CIVIL RELIEF ACT NOTICE

If you are a federal worker, tribal worker, state worker, or a household member or landlord of such a worker, you may be entitled to certain protections under Assembly Bill 393 (referred to hereafter as the Nevada Employees Civil Relief Act, or "NECRA"). Subject to specific exceptions, NECRA provides that an association may not initiate the foreclosure of a lien by sale if the unit's owner, or his or her successor in interest, is a federal worker, tribal worker, or state worker, or a household member or landlord of such a worker during the period commencing on the date on which an applicable shutdown begins and ending on the date that is 90 days after the date on which the shutdown ends.

If you are a federal worker, tribal worker, or state worker, or the household member or landlord of such a worker, please check the appropriate box below, fill out the contact information, and return this form to Dayton Valley Community Association.

If you have any questions, please contact the Association c/o FirstService Residential, Nevada, LLC, 639 Isbell Road, Suite 320, Reno, NV 89509.

I may be eligible for protection under the NECRA because I am a:

- U federal worker
- U tribal worker
- U state worker
- U household member
- U landlord of such a worker

Federal, Tribal, or State Worker's Name: _____

Relationship to the Federal, Tribal, or State Worker:

The following definitions apply under the NECRA:

"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" means 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.

"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.

"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.