

1.8 "Common Area" or "Common Elements" means that portion of the Property which is designated as Common Area on a Final Subdivision Map and which is owned or to be owned by the Association, together with all Improvements constructed or to be constructed thereon, including, but not limited to, any recreational facilities and all streets, roadways, sanitary sewer lines, lift stations and facilities within the Property (Exclusive of Lots) which have not been accepted for dedication by the applicable governmental entity having jurisdiction. In addition, the Common Area shall include the Association's rights in and to the "Landscape Easements" as granted pursuant to the terms and provisions of Section 2.8 below.

1.9 "Common Expenses" shall have the meaning set forth in paragraph 6.4.1 hereof.

1.10 "Declarant" means the undersigned, Crystal Mesquite/Mesquite Builders, L.L.C., a Nevada limited liability company. At such time, if any, as Declarant or any successor Declarant transfers its Special Declarant's Rights to a Successor Declarant pursuant to the provisions hereof, Declarant shall mean such Successor Declarant.

1.11 "Declaration" or "this Declaration" means this instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Sunset Greens", and any and all amendments thereto.

1.12 "Deed of Trust" means a deed of trust or a mortgage encumbering any portion or all of the Property.

1.13 "Eligible Insurer" means an insurer or guarantor of a First Deed of Trust which has requested notification pursuant to the provisions of paragraphs 9.5 and 12.5 hereof.

1.14 "Eligible Mortgage Holder" means the holder of a First Deed of Trust which has requested notification pursuant to the provisions of paragraphs 9.5 and 12.5 hereof.

1.15 "FNMA" and "FHLMC" mean, respectively, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

1.16 "First Deed of Trust" means a Deed of Trust having priority over all other Deeds of Trust encumbering the same portion of the Property.

1.17 "Golf Course," "Golf Course Facilities" or "Golf Course Property" shall mean the Player's Island Golf Course and related facilities owned and/or operated by Player's Island, its successors and assigns, and which has been constructed outside the Community, and all appurtenances thereto, including the maintenance and other buildings, vehicles and equipment associated therewith.

1.18 "Improvement" means all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking

3.

Hale Lane Peek Dennison Howard and Anderson
Attorneys and Counsellors at Law
Las Vegas, Nevada
(702)362-5118

ATCH #1

MAY BE PLACED WITHIN A FIVE FOOT (5') RADIUS OF THE FOUNDATION OF ANY RESIDENCE.

The cost for the front yard maintenance charged to an Owner of a Single Family Detached Residence may differ from the charge assessed to the Owner of a Single Family Attached Residence due to the amount of front yard square footage involved. All landscaping shall be of a quality and nature equal to or greater than that for landscaping provided by Declarant for Lots, and shall be subject to the approval of the Committee. The failure of any Owner to landscape his Lot as above provided shall entitle Declarant and/or the Association the right to seek a mandatory injunction to compel such Owner to undertake and complete such landscaping, or, in the alternative, to cause such landscaping to be provided by Declarant or the Association. In the event of the latter alternative, Declarant or the Association, as applicable, shall have the right to levy a Special Assessment against the Owner of such Lot for the cost of such landscaping, and the Owner of such Lot shall be deemed to have given an easement over, across, under and through such Lot for the purpose of causing such landscaping to be done. All landscaping shall be maintained continually in a husband-like manner, and if an Owner fails to so maintain his landscaping in such manner, then the Association shall have the same rights to enforce such maintenance obligation as provided immediately above with respect to initial landscaping by Owners.

3.17 Diseases and Insects. No Owner shall permit any thing or condition to exist upon his Lot that shall induce, breed, or harbor infectious plant or tree diseases or noxious insects, rodents or birds. The Owner of each Lot, whether a single-family attached or a Single Family Detached Residence is located on such Lot, shall be responsible for pest control at such Owner's sole cost and expense.

3.18 Party Walls. Each wall which is built as a part of the original construction by Declarant and placed on the property line between Lots shall constitute a party wall. In the event that any party wall is not constructed exactly on the property line, the Owners affected shall accept the party wall as the property boundary. The cost of reasonable repair and maintenance of party walls shall be shared by the Owners who use such wall in proportion to such use (e.g., if the party wall is the boundary between two Owners, then each such Owner shall bear half of such cost). If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot has use of the wall may restore it, and any other Owner whose Lot makes use of the wall shall contribute to the cost of restoration thereof in proportion to such use. The foregoing shall not prejudice the right of any such Owner to call for a larger contribution from another Owner pursuant to any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any provision of this Section 3.18, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section 3.18 shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall under the provisions of this Section 3.18, each party shall choose one arbitrator, such

14.

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ATCA #2

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Sunset Greens

Newsletter

July 2005

THE ASSOCIATION NEEDS YOU, YES YOU

Would you like to be involved in making important community decisions? The Architectural Review Committee, headed by Scott Ellestad, is looking for volunteers to help review homeowner applications for exterior/architectural changes to their homes. Requests for satellite dishes and patio extensions are the most common. The committee meets once per week. They have logged 235 man hours so far this year, which includes the completion of the spring checklist. Additional members of the ARC are:

Dixie Penrod

George Jones

Doug Bruneau

John Drotor

Kyle Stubbs

Leo Black (Board Liason)

Landscape Maintenance

Did you know?

*There are 12,000 plants in Sunset Greens

*Sunset Greens Homeowners spend \$31 per year on landscape Maintenance

The landscape committee, headed by Carl Larson, is also doing a fine job maintaining our community appeal by observing each property, taking notes and helping to arrange the necessary steps to keep our community looking its best. Additional committee members are:

Pat Browning

Stan Purrington

Libby Clark

Fred Babcock

Roger Larson

Jim Snell

ROCK REJUVENATIONS

Several properties in Sunset Greens are undergoing rock rejuvenation. The rock rejuvenation project will include 54 homes on Harbour Drive, 34 homes on Quicksilver, 12 homes on Meadow Brook, 10 homes on Pine Meadow, 22 homes on Del Lago, Sunset Greens Way, the front entry, around both pools, at mailboxes, the common areas located on Hafen Lane and other common areas as needed.

LEAVE THE LEG WORK FOR US

Taylor Association Management is responsible for supervising and directing vendors, including landscapers, painters and other maintenance personnel. We ask that Homeowners DO NOT discuss problems or concerns with vendors. Instead, call Norm Vielmette so that your request can be logged, directed through the proper channels and tracked to guarantee you the best service available.

(Continued page 2)

ATTN #3

(Continued from page 1)

Very often we receive complaints from homeowners who told the landscaper about their problems to no avail. Many of these landscapers either do not speak English, or are not able to make managerial/administrative decisions to perform extra duties, they can only take direction from the Board, Norm Vielmette, or Taylor Management. The only way Taylor Management can ensure you get the service you are entitled to, is if we contact vendors directly.

Special Notices

Article III, Section 3.10 - GARAGE DOORS:
"No garage door shall be left open for periods in excess of one (1) hour unless a person is within the garage."

OBSERVE NOTICES POSTED ON THE FRONT GATE

The streets of Sunset Greens are commercially swept quarterly, weather permitting, on Fridays. Friday June 10th, notices were posted on the bulletin board and the front entry gate, which remained closed for two days so the notice would be visible to all residents entering the community. Despite these conspicuously placed notices, 32 vehicles were parked on the street during the hours posted. Consequently, the street sweeper was not able to thoroughly clean the streets.

As noted in Article III, Section 3.2 - PARKING AND VEHICULAR RESTRICTIONS, vehicles are not to be stored on the street. Any vehicle that is not used for daily transport and is parked on the street over 72 hours is in violation.

Please pay close attention to special notices that are posted. In addition, remember that the street sweeper is paid for out of your Association dues. If you impede his progress, it is your money that is being wasted.

PESKY CRITTERS



We have an infestation of Bill Bugs and Cut Worms in the lawns. These pesky little critters attack the root structure and kill the grass as they go. Some lawns in the community have had over 30% of the turf destroyed so far.

Article III, Section 3.17: Diseases and Insects, states:
"No Owner shall permit anything or condition to exist upon his lot that shall induce, breed, or harbor infectious plant or tree disease or noxious insects, rodents or birds. The owner of each lot, whether a single family attached or a single family detached residence is located on such lot, shall be responsible for pest control at such owner's sole cost and expense."

Please, for the health of your lawn and the lawns in our Community, either spray your lawn or contract a service to spray it for you. Ace/Mesquite Lumber carries products for the control of grubs, Bill Bugs, Cut Worms, etc.



NOT TO BE FORGOTTEN

- ✦ The posted speed limit in Sunset Greens is 20 miles per hour.
- ✦ Pool rules are posted at the pool entrance. Be sure to read and obey them.
- ✦ Homeowners who rent or lease their property, please forward a copy of this page to your renter/Leasee.

Take a Note
The Casa Blanca Sunset Greens Homeowner Discount Cards expired on July 1, 2005. However, the hotel was kind enough to extend the duration of the cards.

TO SUNSET GREENS HOMEOWNERS: SINGLE FAMILY AND VILLAS

Between now and Fall is the time to remove dead Palm fronds from your palm trees. For those of you who wish to trim your own trees, you may want to wait until September, at which time your HOA will bring in a dumpster for frond disposal (watch for the notice on the bulletin board). Those of you that wish to contract a professional may consider hiring one of the contractors listed below. These companies will give a discounted rate since they can combine orders.

- Kokopelli.....(702) 346-2332
- Pinto's.....(702) 208-1802
- Zippy's.....(435) 668-0712

Don't forget to have the tree well cleaned and some palm fertilizer added.

*Taylor Association Management does not endorse or recommend vendors. The companies listed above are only suggestions.

ATCh #3
PAGE 2

#

August 26, 2005

Sunset Greens Board of Directors:

Re: Lawns / Rentals

Dear Board Members;

Lawns:

Arlis' attached email was forwarded to Kelby Hughs, owner of Kokopelli, for review. Meetings have been conducted and policies have been reviewed. Wade Hughs and Bob Hopkins of Kokopellis "SSG" crew, have met with Kelby to review the problems. The main problem seems to have stemmed from the on-site supervisor of Kokopelli having three bosses. The on-site supervisor would ask for extra manpower, equipment, etc. and Kelby would okay it. The request would then be forwarded to the three boss shuffle, Sunset Greens may or may not have been sent the manpower requested, putting the on-site supervisor between a rock and hard spot. Mark, the first on-site supervisor, finally gave up and quite. Bob, his replacement, has been doing a great job, has addressed the three boss problem with Kelby, and has weeded out the landscaping crew, as needed, to get a crew in that can do a better job. Per his request, Kelby added one employee last week to concentrate on weed spraying exclusively, and Kelby and Wade have committed to adding two additional employees next week to concentrate on weeding. They have also agreed that our community needs a split crew with an on-site supervisor for each crew and will hire and start training as soon as that employee is found. Kelby has stated that he "wants to keep our business" and "will do what it takes". **Note:** Jason has been removed from any position of authority at "Sunset Greens".

As for the dead spots, I have addressed this before. There are a multitude of situations that can contribute to dead areas. Some of the Homeowners who take care of there own lawn and give them TLC on a daily basis have had problems this year. As for over-watering, I have set the programmers and monitor them as needed. You do not see excessive water running down the streets as in years past, and three waterings a day at 4 to 6 minutes per watering is needed to keep lawns green in 100+ deg. weather. I have experimented with fewer times and shorter programs only to find those test lawns starting to brown out in the high heat. There are different programs (custom) in different areas of the community as needed. Some lawns retain more water than others, and I would rather see green than brown. All lawns were sprayed for spurge around the first of May, which controlled the spurge until mid July. At the end of July, Kokopelli started to spray the edges, this is where the spurge germinates first. The temp. went from the 80's to the 100's in a week's time and the lawns that had been sprayed after the morning temp. hit 85+ degrees were damaged by the spray. Spraying was discontinued until last week. The nighttime temp. has now dropped to below 85 degrees and lawn spraying, as noted before, is back on schedule in the mornings. The fertilizers used have weed control in them and lawns that have clover and dandelions are selectively sprayed as needed. One of our "in house" employees was sent out via me (per

ATCH #4

approval by Arlis) to spray spurge in the rock planters since the contract does not address the treatment of spurge in the rocks. (Up for review)

In comparing the condition of the lawns of past years to this year, I feel that weather has played a large part in damaging our lawns this year. The early rains created a billbug and cut worm infestation. Homeowners that did not treat their lawns (pest control is Homeowner responsibility) lost portions of grass to these critters. This cannot be blamed on the Association or the Landscaper. The Association did a triple aeration and amendment program this summer to condition those areas of need. Where the lawns are not diseased or laying on hard pan/clay they are (per your request, and my analysis) as green and healthy as ever. The recent high humidity and rains have not helped any either!!! We are in the desert, it's been a rough year weather wise, and bug wise. Our soil conditions were poor to start with, (no top soil ever put down prior to sodding) and at \$32.00 per month per home.

Every year our Association has worked toward improvements and will do so again this year. Personally, I feel that considering the conditions this year, we still have the nicest community in Mesquite at any price. I have consulted with Carl Larson, Landscape Chairperson and Stan Purrington, active members of the Landscape Committee and they concur with my comments in this letter on the condition of the community. As for informing Kelby as to Jason's comments, as stated in the first sentence, that has happened and Jason is out of "Sunset Greens".

Rentals:

Bowler Reality has the majority of rental/leased properties in "Sunset Greens". It is their policy to supply each renter/lease with a copy of the "Sunset Greens" CC&R rules. The comment of "six dogs" was a renter who was dog sitting her and her sister's dogs. Upon being reported to me by a Homeowner, I talked to the renter and the extra dogs were removed. As for the "several families" living in one home, I have no knowledge of this, and have not had a complaint filed. It is for that reason that I have no idea of where this would be. As I have stated in the past, property inspections are conducted weekly (thank you for the three weeks off) and I cover the community at least three times a week responding to Homeowner requests for inspection etc. If there is a violation to the CC&R's I usually am aware of it and send letters accordingly. If a Homeowner has a complaint with other Homeowners or rentals they are required to send a letter of complaint so Taylor Association Management can review, inspect and respond as needed. If we respond to, or believe every "I heard" or "someone said", what a mess that would create. Per policy, a written letter of formal complaint is required. It is then properly reviewed and acted upon accordingly.

Concerning cars on the street: our CC&R's do not restrict vehicles parked on the street as long as they are not being stored and meet CC&R criteria. I.E. if one family has Dad, SUV and a company vehicle, Mom, Sedan, and three teen's, one car each. Fills that block, but all legal.

Sunset Greens Customer Service Representative:
Norman Vielmette

ATCH #4
2nd page

Attachment:

Hello Norm and Pat.

Lawns: I have been receiving quite a few calls regarding the condition of our lawns regarding weeds and dead spots. In driving around, I have noticed more weeds than at any time in the past three years. The specifications for Kokopelli states in #13: Apply a pre-emergent emergent herbicide to lawns to control Spurge in January or February and a post emergent if needed in June, plus additional treatment as necessary. All other weeds in the yards will be controlled by normal fertilization, weed spray or hand removal. Spray all weeds in all rock areas on a monthly basis. Hand weeding will be done as necessary. Any grass killed by weed spray negligence or landscape equipment fuel/oil discharge shall be replaced by the landscape contractor. Pre-emergent spray and weed killer spray is included in the price of this contract. Did the contractor spray pre-emergent for spurge on more than just the lawn edges? We now have many lawns with spurge and other weeds throughout. Has the contractor sprayed at all for weeds? Why did we have to use our own in-house workers to help do some spraying when the above spec is clearly the responsibility of the contractor? Does the above spec mean something other than what is being interpreted here? Also, it appears that many lawns or portions of lawns have been greatly over-watered, causing fungus and other diseases....more so this year than last. What is your analysis? Has the contractor monitored watering amounts? It appears that lawns never dry out during any given day....rather they remain wet all day and all night. At the last Board meeting, Jason indicated publically that he is having difficulty getting Kelby to examine lawn conditions because he is so busy caring for Wolf Creek and Jason said that he is a "shrub man," not a lawn man. Do we need to call all of this to the attention of Kelby? What about the bidding process for next year....include True Green or others? Rentals: Are rental management companies renting units in Sunset Greens given our CC&R's and are those conditions passed on to renters? We apparently have at least one rental unit with several families and one reportedly has six dogs (our CC&R's state that two is the limit), plus many cars are parked on the street. Is there a way to assure our homeowners living here that renters have to abide by our CC&R's and our policies? What do you know about the above and what, if anything is recommended?

Thanks. Arlis

ATCA #4
3rd page

SUNSET GREENS HOMEOWNERS ASSOCIATION
2357 RENAISSANCE DRIVE SUITE B, LAS VEGAS, NEVADA 89119

The minutes of the Board of Directors meeting held:
November 16, 2005 6:00 P.M.
Outrigger Room at the Casablanca Resort

BOARD OF DIRECTORS

Name:	Position:	Terms:	Present:	Absent:
ARLIS SWARTZENDRUBER	PRESIDENT	2004-06	X	
PATTI ADAMS	SECRETARY	2003-05	X	
ANNA SCHAFFER	TREASURER	2003-05	X	
BILL O'CONNELL	DIRECTOR	2004-06	X	
LEO BLACK	DIRECTOR	2004-06	X	

Pat Taylor, Laury Phelps and Norm Vielmette for Taylor Association Management.
A Board quorum is present.

Called To Order: The meeting was called to order by Arlis Swartzendruber at 6:00 P.M.

Announcements

Doug Bruneau announced that he is recording the minutes.

Pat Taylor made a management report on balloting totals for the equity issue. Votes were 296 yes votes and 187 no votes.

Election Inspectors were announced. They were Gayland Archibald, Alvin Jones, JoAnn Towers, Ed Fizer and John Fagan.

Patti Adams spoke about the balloting process.

Anna Schaffer announced that the Casablanca Resort is issuing new player cards and you must be listed as an owner to obtain one.

Homeowner Forum

Edward Gumpf, 506 Beacon Ridge: stated that TAM is doing a great job, but his street has "gone to the dogs". He reported that the dogs in his neighborhood bark at 2:00 AM and he hears loud music from his neighbors. Ms. Schaffer suggested that he contact Animal Control.

Gerald Sterns, 1390 Sea Pines: announced that his house is for sale and he is being charged a fee from TAM. Pat Taylor explained what the fee is for and asked him to call her at the office.

Warren Lumpkin, 1388 Sea Pines: Spoke to say that he is the realtor for Mr. Sterns and asked for information on the charge.

Elizabeth Etie, 521 Torrey Pines: reported on the drainage problem in her front yard. She said the French drain does not work and asked the association to make changes to the drain. Mr. Swartzendruber told her that the ARC is aware of the situation and trying to resolve it.

Ken Boyd, 1232 Augusta Hills: said that he returned after being away for the summer and was told by other homeowners that renters had been causing problems at the pool. He stated that one homeowner was threatened by a renter. Mr. O'Connell responded and pointed out that it is private property and owners should help to enforce the rules. Mr. O'Connell explained the process for violations and fines.

Rosa McJunkin, 1329 Harbour Drive: thanked the Board, Norm Vielmette and Kokopelli Landscaping for their hard work. She reported that she also has drainage problems in her yard, which has been corrected.

ATC#5

**Board of Directors Meeting
November 16, 2005
Page 2**

Paul Oberley, 1206 Pebble Beach: reported that there was a break-in on Augusta Hills and suggested that the association provide security cameras that could monitor people going in and out of the community. He also stated that the ballot for equity between the villas and single family homes was confusing.

Arlis Swartzendruber spoke about the equity issue. Mr. Black responded that homeowners are not clear about the difference between their responsibility and the association's. Mr. Black explained to the membership that the owners of villas are responsible for everything they would be responsible for as the owner of a single family dwelling. He suggested that homeowners call the police when there are problems.

JoAnn Ott, 1411 Pinehurst: would like to keep the gates closed during the day. Mr. Swartzendruber explained that the vendors need to get in during the day and keeping the gates open causes less wear and tear on them.

Ron Nelson, 525 Beacon Ridge: wanted to speak about an issue for which he had been invited to a hearing. The Board asked that he do so in executive session.

Norm Vielmette, 1337 Harbour Drive: announced that a survey had recently been sent to the homeowners asking for volunteers for a Neighborhood Watch program, and only 9 responses were received. Mr. Vielmette asked for a show of hands from owners who use the pool after 9:00 PM. Only a few hands were raised and Mr. Vielmette suggested chaining the pool gates at night.

Doug Bruneau, 1430 Pinehurst: wanted to notify all homeowners that the PRV valve in front of their houses regulates their water pressure; these valves are set at 45 pounds and are failing, so he encouraged everyone to have them checked.

Fred Davison, 627 Del Lago: reported that he did not have enough water pressure so he changed the valve and the pressure is now fine.

Approval of Minutes

Ms. Schaffer made a motion to approve the August 31, 2005 minutes of the Board of Directors Meeting. Ms. Adams seconded the motion and it passed unanimously.

Approval of Financials

Mr. Black made a motion to approve the August, September and October 2005 financial statements. Mr. O'Connell seconded the motion and it passed unanimously.

Plant and Sod Replacement

Ms. Adams made a motion to ratify the contract for sod replacement. Ms. Schaffer seconded the motion. Mr. Swartzendruber asked for a roll call vote. Ms. Schaffer - yes; Ms. Adams - yes; Mr. O'Connell - yes; Mr. Swartzendruber - yes; Mr. Black - no.

Stage I Repainting

Mr. Vielmette reported that 6 bids were received for the Stage 1 painting of the villas, including 122 villas and 2 pool cabanas. The bids are as follows:

Staben Painting \$117,900
(Norm to provide list of bids)

ATC #5
2nd page

**Sunset Greens HOA
Board of Directors Meeting
November 16, 2005
Page 3**

Staben Painting was chosen and will start painting on December 5, 2005 with an estimated completion date of April 1, 2006.

Mr. O'Connell made a motion to ratify and sign the contract with Staben Painting. Ms. Schaffer seconded the motion and it passed unanimously.

A roll call vote was called for and all Board Members voted in favor of it.

Management Contract

Ms. Adams reported that she, Ms. Schaffer and Mr. Black interviewed 5 management companies, including 2 companies from Mesquite and 3 from Las Vegas. A "Request for Proposal" was sent to 15 management companies, but only 5 companies responded. The committee recommended that the association renew their contract with Taylor Association Management. Mr. Swartzendruber stated that TAM's contract includes Norm Vielmette's salary, which the other proposals did not.

Ms. Adams made a motion to renew the contract with TAM, Mr. Black seconded the motion and it passed unanimously.

2006 Sod Replacement

Mr. Swartzendruber announced that sod replacement could cost up to \$90,000. The Association has spent \$200,000 in the last few years replacing the sod. (He reported that the CC&Rs require the homeowners to be responsible for pest control and it is pests that are causing the problems with the sod.) He suggested that an option would be to increase the monthly reserve contribution to \$11 per homeowner, or ask for a special assessment.

Mr. Swartzendruber then asked for ideas from the homeowners. Mr. Black stated that he did not think homeowners should be responsible for controlling the pests in the sod. Mr. O'Connell stated that this will be a high cost in the future and asked homeowners to send their suggestions to the Landscape Committee. Ms. Schaffer asked for input from homeowners. Mr. Swartzendruber will have the attorney review any suggested changes to the CC&Rs for legality.

Management Report

Ms. Taylor reported on the number of phone calls from owners since the last meeting, the rate of delinquencies, and issues that had been addressed since the August meeting.

Ms. Taylor thanked the Board for renewing their contract with TAM and explained that TAM has always tried to do the best job possible for all of the Sunset Greens homeowners.

Homeowner Comments

Mary Jo Jacobs, 1201 Indian Wells: asked how many qualified voters live in Sunset Greens. The Board answered that all 699 homeowners are eligible to vote. Ms. Jacobs then asked how many residents own more than one home and she was told it is approximately 15 owners.

Elizabeth Etie, 521 Torrey Pines: asked how much the management fee is on a yearly basis and how long the contract runs. The Board told Ms. Etie that the contract runs for one year and is \$65,000 per year.

Fred Davison, 627 Del Lago: suggested that the association pay all bills on autopay.

ATCH #5
3rd page

**Sunset Greens HOA
Board of Directors Meeting
November 16, 2005
Page 4**

Steve DeKok, 1359 Sea Pines: suggested that the CC&Rs should be changed so that homeowners are not responsible for the pests in the sod, especially since a lot of homeowners are not in residence in the summer to pay attention to the sod.

Tom Henry, 612 Southridge: stated that the Board should make the alternative to the homeowners being responsible for pests so bad that the homeowners will pass new CC&Rs making the association responsible.

Board Members Comments

Ms. Adams reported that the Holiday Party will be held on December 10, 2005 at 1:00 PM at the basketball court by pool #2. She invited everyone to help with the decorations on December 3, 2005.

Adjournment

The meeting was adjourned at 7:20 PM.

Respectfully Submitted,
Pat Taylor, CMCA
Taylor Association Management

Approved: _____

Patti Adams, Secretary

Date

ATCA #5
4th page

Date 01/09/06 Time:14:39:15

SUNSET GREENS H.O.A.

Report #3094 Page 0001

GENERAL LEDGER TRIAL BALANCE

Starting account #: 01115
Ending account #: 01123

Starting date: 01/01/05
Ending date: 12/31/05

*** Not a standard period ***

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
1115	Money Market/FNB	44,825.10	281,215.37	314,561.76	33,346.39CR	11,478.71
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	01/03/05 AP0000 109 2,509.55 KENDALL'S POOL SERVICE & HEATER INSTL/VENT PIPE					
	01/31/05 GJ0172 013105 59.61 Interest Earned					
	01/31/05 GJ0172 JANUARY 8,388.00 Reserve Transfer					
	02/28/05 AP0000 113 1,984.39 SUNSET GREENS TO OP/ REIM FNC PRO JAN					
	02/28/05 AP0000 114 1,226.74 SUNSET GREENS TO OP/ REIMB FNC PROJ FEB					
	02/28/05 GJ0174 022805 40.07 Interest Earned					
	02/28/05 GJ0174 FEBRUARY 8,388.00 Reserve Transfer					
	03/01/05 AP0000 112 4,992.00 AFFORDABLE GATE SYSTEMS REPLACE INTERCOM					
	03/31/05 AP0000 115 2,400.00 KOKOPELLI LANDSCAPING, IN RMV RPLC SOD					
	03/31/05 GJ0176 033105 53.75 Interest Earned					
	03/31/05 GJ0176 MARCH 8,388.00 Reserve Transfer					
	04/15/05 AP0000 116 423.00 KENDALL'S POOL SERVICE & REPAIRS					
	04/15/05 AP0000 117 2,474.29 SUNSET GREENS TO OP/ REIM FENCE PRO MAR					
	04/15/05 AP0000 118 117.27 SUNSET GREENS TO OP/FNC PROJ FEB BAL					
	04/18/05 AR2631 1003 100,000.00 Juliet Settlement					
	04/28/05 AP0000 120 6,897.00 KOKOPELLI LANDSCAPING, IN RMV/RPL SOD/PLANTS INST					
	04/29/05 GJ0180 042905 116.22 Interest Earned					
	04/29/05 GJ0180 APRIL 8,388.00 Reserve Transfer					
	04/30/05 AP0000 121 4,792.66 SUNSET GREENS TO OP/ REIM FNC PROJ APR					
	05/31/05 AP0000 122 3,144.91 SUNSET GREENS FROM RSV TO OP/FENC PROJ					
	05/31/05 AP0000 125 3,144.91 SUNSET GREENS FROM RSV TO OP/FENC PROJ					
	05/31/05 AP2768 122 3,144.91 Void chk, SUNSET GREENS entry error					
	05/31/05 GJ0185 053105 207.61 Interest Earned					
	05/31/05 GJ0185 MAY 8,388.00 Reserve Transfer					
	06/22/05 AP0000 123 4,015.00 WATKINS BROS, POOL DECK REMODEL/POOL&SPA					
	06/28/05 GJ0189 062805 75,000.00 To OPEN CD 1122					
	06/28/05 GJ0189 062805 50,000.00 To OPEN CD 1123					
	06/29/05 AP0000 124 5,030.00 WATKINS BROS, POOL DECK REMODEL/POOL & SPA					
	06/30/05 GJ0190 063005 200.53 Interest Earned					
	06/30/05 GJ0190 JUNE 8,388.00 Reserve Transfer					
	07/11/05 AP0000 126 4,354.36 SUNSET GREENS FROM RSV TO OP/FNCE PROJ					
	07/22/05 AP0000 127 3,755.00 JOSE PINTO repair sidewalk/cnert wtk					
	07/31/05 AP0000 128 2,792.23 SUNSET GREENS to op/ reimb fence proj					
	07/31/05 GJ0194 073105 204.11 Interest Earned					
	07/31/05 GJ0194 JULY 8,388.00 Reserve Transfer					
	08/31/05 GJ0196 083105 63.58 Interest Earned					
	08/31/05 GJ0196 AUGUST 8,388.00 Reserve Transfer					
	09/15/05 AP0000 129 3,402.00 GORDON PAVING COMPANY INC CUT/RPL ASPHALT					
	09/30/05 GJ0198 093005 39.93 Interest Earned					
	09/30/05 GJ0198 SEPTEMBER 8,388.00 Reserve Transfer					
	10/03/05 AP0000 130 16,749.20 GORDON PAVING COMPANY INC SEALCOAT/CRACKSERL					
	10/03/05 AP0000 131 4,680.00 KOKOPELLI LANDSCAPING, IN ADD DRNG TO YARD					
	10/31/05 GJ0201 103105 30.42 Interest Earned					
	10/31/05 GJ0201 OCTOBER 8,388.00 Reserve Transfer					
	11/15/05 AP0000 132 30,764.00 KOKOPELLI LANDSCAPING, IN INST DRNS/EMV-RPLC SOD					

ATTACH #6
1st Page

Date 01/09/06 Time:14:39:15

SUNSET GREENS M.O.A.

Report #3094 Page 0002

GENERAL LEDGER TRIAL BALANCE

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	11/15/05 GJ0202 NOVEMBER 8,388.00 Reserve Transfer					
	11/30/05 GJ0203 113005 32.15 Interest Earned					
	12/28/05 GJ0204 DECEMBER 8,388.00 Reserve Transfer					
	12/29/05 AP0000 133 46,100.19 KOKOPELLI LANDSCAPING, IN RMV/RPLC SOD-DIRT					
	12/29/05 AP0000 134 18,594.03 SUNSET GREENS REIMB OP P3/AUG-OCT					
	12/29/05 GJ0209 CLOSE CD 76,351.57 Close CD 640					
	12/30/05 GJ0211 123005 14.91 Interest Earned					
	12/31/05 AP0000 135 4,548.92 KENDALL'S POOL SERVICE & POOL REPAIRS					
	12/31/05 AP0000 136 10,670.11 SUNSET GREENS to OPER/ p3 inc NOV					
1116	CD30000360/FNBN/1.98%/03-01-05	40,197.92	285.94	40,483.86	40,197.92CR	.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	03/01/05 GJ0179 010105 67.65 Interest Earned					
	03/01/05 GJ0179 010105 67.76 Interest Earned					
	03/01/05 GJ0179 010105 61.30 Interest Earned					
	03/29/05 GJ0179 032905 89.23 closing interest					
	03/29/05 GJ0179 032905 40,483.86 cls 360 / open 498					
1117	CD30000361/FNBN/2.96%/09-01-05	75,555.49	571.94	76,127.43	75,555.49CR	.00
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	03/01/05 GJ0179 010105 190.17 Interest Earned					
	03/01/05 GJ0179 020105 190.65 Interest Earned					
	03/01/05 GJ0179 020105 172.61 Interest Earned					
	03/04/05 GJ0179 030405 18.51 Closing interest					
	03/04/05 GJ0179 030405 76,127.43 cls 361/ open 478					
1118	CD30000362/FNBN/2.96%/03-01-06	75,555.49	2,269.73	.00	2,269.73	77,825.22
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	03/01/05 GJ0179 010105 190.17 Interest Earned					
	03/01/05 GJ0179 020105 190.65 Interest Earned					
	03/01/05 GJ0179 030105 172.61 Interest Earned					
	06/01/05 GJ0190 040105 191.56 Interest Earned					
	06/01/05 GJ0190 050105 185.84 Interest Earned					
	06/01/05 GJ0190 060105 192.51 Interest Earned					
	09/01/05 GJ0198 070105 186.76 Interest Earned					
	09/01/05 GJ0198 080105 193.48 Interest Earned					
	09/01/05 GJ0198 090105 193.96 Interest Earned					
	12/01/05 GJ0211 100105 188.17 Interest Earned					
	12/01/05 GJ0211 110105 194.92 Interest Earned					
	12/01/05 GJ0211 120105 189.10 Interest Earned					
1119	CD30000363/FNBN/3.20%/03-01-06	75,600.72	2,458.19	.00	2,458.19	78,058.91
	DATE SOURCE REFERENCE DR-AMOUNT CR-AMOUNT DESCRIPTION A/P REFERENCE					
	03/01/05 GJ0179 010105 205.73 Interest Earned					
	03/01/05 GJ0179 020105 206.29 Interest Earned					
	03/01/05 GJ0179 030105 186.81 Interest Earned					
	06/01/05 GJ0190 040105 207.36 Interest Earned					



ATCH # 6
2nd page

From

Kokopelli

2006 Bid

SUNSET GREENS HOMEOWNERS ASSOCIATION

ARLIS SWARTZENDRUBER 1228 QUICKSILVER, MESQUITE, NV. 89027 (702) 346-6213
"SSG" Board of Directors Landscape Liaison.

REQUEST FOR LANDSCAPE SERVICES FOR HOUSES, VILLAS, COMMON AREAS, AND PALM TREES. (September 2006)

"Sunset Greens" HOA requests a bid for Landscape service etc. Following is a list of services required to be performed under contract for this bid. Contractor shall furnish all equipment, material, supplies, labor and supervision required to maintain "Sunset Greens" landscaping in an attractive appearance. There are 634 single family attached units (villas) and 65 single family detached units (houses) located in the development. In addition to the villas and houses, there are common areas including lawns, shrubs, rock-scape and trees. Additional information pertaining to this bid packet can be obtained by contacting Norman E. Vielmetts at 702-346-4444, and/or touring the development.


GENERAL SPECIFICATIONS:

1. The Landscaper shall provide an experienced, full-time crew supervisor that lives in Mesquite, Nevada, and speaks fluent English. Assigned supervisor will train and daily manage the service crew, per the landscape service company's job description, as well as serve as a link to Sunset Green's management company on-site representative and landscape committee chairperson.
 - a. All crewmembers will wear company shirts with company logo, and will conduct themselves in a professional manner.
 - b. All crewmembers will follow safe and acceptable methods to reduce undesirable landscape conditions.
2. The crew supervisor may store a company provided vehicle (golf cart or similar) in a Sunset greens RV Park location with access to electrical power, and one small in-closed trailer. All other vehicles will be stored off site per the Landscaper's choosing and at the Landscaper's expense.
3. All equipment, (with the exception of the golf cart or similar vehicle and one small storage trailer) will be stored off site and away from Sunset Greens.
4. The price of the Landscaper's contract will include the cost of disposal of all debris, including dead shrubs, clippings, trimmings, Palma fronds, dead trees, etc.
5. The Landscape Contractor or his representative is requested to be present at the homeowners association meetings if requested by the Board to address landscaping services questions. The Landscape Contractor or his representative shall be present at monthly landscape committee meetings, which will include the management on-site representative and the HOA Board liaison.
6. These "general conditions" apply to all sections in these specifications (villas/houses, common areas and Palm trees).

MAINTENANCE OF LAWNS, TREES, SHRUBS, IRRIGATION SYSTEMS AND ROCK LANDSCAPING FOR VILLAS AND HOUSES

1. Lawns for all villas (634) front and back, to be hand weeded, mowed, (maximum mower width for villas will be 21"), trimmed and trimmings blown from patio and walks/driveways on a weekly basis during the normal growing season. Or as needed, per agreement with the management company's on-site representative.
2. Lawns front and side, for all single family houses (65) shall be maintained as noted in item #1.
3. In areas mowed, the street gutters shall be cleaned of litter and cuttings on the day of work and all debris disposal is included in this contract.
4. Trim all builder provided trees and shrubs as needed or a minimum of two times a year to maintain appearance and growth. Cut tree suckers as needed and tree well to be cleaned twice a year. (Palm trees not included) (back yard of single family houses not included). Disposal of all debris is included in this contract.

ATCH #7
1st Page
P-1

5. All builder provided trees/shrubs shall be fertilized to promote health and growth, two times per year with granular fertilizer INCLUDED (may quote liquid fertilizer as an option). DOES NOT include Palm trees on villa or single family house lots (they are the homeowner's responsibility). All homeowner planted shrubs / trees are also omitted.
6. All irrigation system clocks shall be set as per the Southern Nevada Water Authority Watering Guides with sensitivity to the Mesquite climate and individual property soil conditions. If it is essential to deviate from said guidelines, the management company on-site representative must give approval. Corrections to the watering schedule for individual lawns will be made immediately upon identifying evidence of either over-watering or under-watering.
7. All irrigation systems shall be inspected bi-monthly. Emitters for shrubs shall be inspected periodically and immediately upon identifying shrub stress. If repairs are necessary, labor is included in this contract. Required repairs under concrete or asphalt will be billed as an "extra". Sprinkler labor repairs shall be included in this bid. All standard materials to include: risers, riser pipes, nozzles, drip feeder lines and drip emitters shall be included in this bid. All other materials will be supplied at cost plus. Dual spray nozzles where necessary and appropriate shall be installed to eliminate dry areas adjacent to the sprinkler head at cost plus (labor for all above repairs is included as part of the bid).
8. Tree stakes, will be placed only when necessary and will be billed as an extra charge at cost plus. Installation labor will be included as part of this bid. Once they are no longer needed they will be removed and remain the property of HOA. Tie and guy wires shall be included as part of this bid.
10. Any requirement for nutrients or specialized treatment for disease, pests or prevention for fruit formation or fungus problems for trees will be included in this contract.
11. Lawns, front and side (single family houses) & front, side and rear, (villas) (regardless of any change of elevation) shall be aerated annually at minimum (during the month of April/ May).
12. NO PEST CONTROL shall be applied to lawns (this is homeowner responsibility). Landscaper shall make recommendations to management company on-site representative if pest damage is found. 
13. Apply a pre-emergent herbicide to lawns to control Spurge in March and a post emergent in June, plus additional spot treatment as necessary. All other weeds in the yards will be controlled by normal fertilization, weed spray or hand removal. Spray all weeds in all rock areas on a monthly basis. Hand weeding will be done as necessary. The landscape contractor shall replace any grass killed by weed spray negligence or landscape equipment fuel/oil discharge. Pre-emergent spray and weed killer spray is included in the price of this contract.
14. Lawns shall be fertilized five times per year using a commercial grade fertilizer, the product to be used will be approved by management company on-site representative per the following schedule:
 - a. February - 1st week
 - b. April - 2nd week
 - c. June - 3rd week
 - d. September - 3rd week
 - e. November - 1st week
 Failure to apply fertilizer five times per year will result in a deduction from the contract for the cost of said application to be determined by the HOA.
15. Rock landscaping shall be routinely blown free of debris, raked as needed and remain free of weeds.

MAINTENANCE OF LAWNS, SHRUBS, TREES AND IRRIGATION SYSTEMS AND ROCK LANDSCAPING FOR COMMON AREAS.

1. Lawns will be mowed, trimmed and trimmings blown from sidewalks, drives, parking lots and street gutters on a weekly basis during the normal growing season, and as needed per agreement with the management companies on site representative.

ATCH #7
2nd page

2. In areas mowed, the street gutters shall be cleaned of litter/cuttings on the day of work and all debris disposal is included in this contract. Any and all construction or hazardous areas will be coned and taped off as required.
3. Trim all trees and shrubs as needed or a minimum of two times a year to maintain appearance/growth. Cut tree suckers as needed and tree well to be cleaned twice a year. Disposal of all debris is included in this contract.
4. All trees/shrubs and Palm trees shall be fertilized to promote health and growth, two times per year with granular fertilizer INCLUDED (liquid fertilizer may be quoted as an option).
5. All irrigation system clocks shall be set as per the Southern Nevada Water Authority watering guides with sensitivity to the Mesquite climate and soil conditions. If it is essential to deviate from said guidelines, the management company on-site representative must give approval. Corrections to the watering schedule will be made immediately upon identifying evidence of either over-watering or under-watering.
6. All irrigation systems shall be inspected monthly. Resistors for shrubs shall be inspected periodically and immediately upon identifying shrub stress. If repairs are necessary, labor is included in this contract. Repairs under concrete and asphalt will be billed as an extra. Sprinkler labor repairs shall be included in this bid. All materials will include risers, riser pipes, nozzles, drip feeder lines and drip emitters shall be included in this bid. All other standard materials will be supplied at cost plus. (Labor for all above repairs is included as part of the bid).
7. Dual spray nozzles where necessary and appropriate shall be installed to eliminate dry areas adjacent to the sprinkler head at cost plus. Tree stakes, ties and guy wires will be placed only when necessary and will be billed as an extra charge at cost plus. Installation labor will be included as part of this bid. Once they are no longer needed they will be removed and remain the property of the HOA.
8. Any requirement for nutrients or specialized treatment for diseases, pests or prevention for fruit formation or fungus problems for trees will be included in this contract.
9. Lawns shall be aerated annually at a minimum (during the month of April/ May).
10. Apply a pre-emergent herbicide to lawns to control Spurge in March and a post emergent in June, plus additional spot treatment as necessary. All other weeds in the lawns will be controlled by normal fertilization, weed spray or hand removal. Spray all weeds in all rock areas on a monthly basis. Hand weeding will be done as necessary. Any grass killed by weed spray negligence or landscape equipment fuel/oil discharge shall be replaced by the landscape contractor. Pre-emergent spray and weed killer spray is included in the price of this contract.
11. Lawns shall be fertilized five times per year using a commercial grade fertilizer (product to be used will be approved by management company on-site representative per the following schedule:
 - a. February - 1st week
 - b. April - 2nd week
 - c. June - 3rd week
 - d. September - 3rd week
 - e. November - 1st week

Failure to apply fertilizer five times per year will result in a deduction from the contract for the cost of said application to be determined by the HOA.

12. Rock landscaping shall be routinely blown free of debris, raked as needed and remain free of weeds.

CERTIFIED ARBORIST

1. Properties will be inspected by a certified arborist a minimum of once a year. The contractor shall give the Landscape Committee Chairperson a minimum of one-week notice. All reports or recommendations will be forwarded to the Landscape Committee.

ATTACH # 7
3rd page

PALM TREE MAINTENANCE.

An additional bid is requested for trimming of the common area Palms. Work shall include annual trimming of all common area Palm trees to include Palms located on homeowners property (in the rear yard only) located on the north side of "SSC" Way and frond removal (approximately 207 Palms under 20' and 85 over 20'). All Palm tree trimming will be completed in late spring, no later than June 15th.

SCOPE OF WORK.

The landscaper shall furnish all equipment, materials, labor and supervision required to maintain the landscaping in an attractive condition and the grounds in a clean litter free condition at all properties specified, and located in "Sunset Greens", specifically known as "Sunset Greens H.O.A."

BID

THIS BID REPRESENTS THE SPECIFICATIONS AS OUTLINED ABOVE FOR SUNSET GREENS HOA, MESQUITE, NEVADA.

1. Contract shall be for a period of 1 (one) year, starting date FEBRUARY 1, 2006. Landscape Contractor shall carry liability insurance and workers compensation during the full term of this contract and will provide proof of same. Bidder may submit a proposal for a multi-year contract if mutually beneficial.
2. Successful bidder must have a proven successful performance with clients and must furnish a minimum of three (3) references.
3. Successful bidder must meet all licensure requirements for the State of Nevada and any requirements by the city of Mesquite, Nevada.
4. The final contract will include a standard American Arbitration Association clause.
5. "SSC" HOA may fine the contractor or terminate this contract if the contractor fails to provide these services in accordance with stated standards. The HOA shall give the contractor written notice of unsatisfactory performance per specifications of this contract. If the contractor fails to make corrections to the HOA'S satisfaction within 10 working days of presentation, the HOA may fine the contractor \$1000.00 per day or terminate this contract for default.

CHARGES FOR ITEMS NOT LISTED WITHIN THE SPECIFICATIONS ABOVE:

1. All supplies and materials not included in these specifications to be billed at landscaper's cost plus 16 %. (upon request landscaper will provide invoices to verify cost).
2. Shrubs/trees - additional items: Contract price includes the removal and disposal (if any) of any existing shrub or tree that needs to be replaced. Contract price also includes soil preparation for the replacement of the shrub/tree, fertilization, and further inspection of the drip emitter(s) and correction of same if needed. These prices shall apply for occasional plantings as well as for the ones per year or more re-rotation planting.

* Planting performed by SSC Maintenance crew. *gmk.*

Size	Price
Five gal.	\$12.50
Fifteen gal.	\$25.00
24" box tree	\$152.00

ATC # 7
4th page

SUNSET GREENS HOMEOWNERS ASSOCIATION
2357 RENAISSANCE DRIVE SUITE B, LAS VEGAS, NEVADA 89119

The minutes of the Board of Directors meeting held:
January 18, 2006 6:00 P.M.
Outrigger Room at the Casablanca Resort

BOARD OF DIRECTORS

Name:	Position:	Terms:	Present:	Absent:
PATTI ADAMS	PRESIDENT	2005-07	X	
ARLIS SWARTZENDRUBER	SECRETARY	2004-06	X	
ANNA SCHAFFER	TREASURER	2005-07	X	
BILL O'CONNELL	DIRECTOR	2004-06	X	
LEO BLACK	DIRECTOR	2004-06	X	

Pat Taylor, Laury Phelps and Norm Vielmette for Taylor Association Management.
A Board quorum is present.

Called To Order: The meeting was called to order by Patti Adams at 6:00 P.M.

Announcements

Ms. Adams announced that volunteers are needed for the Welcoming Committee, Pool Committee and Neighborhood Watch. Anyone interested in helping with Neighborhood Watch was asked to contact Mr. O'Connell.

Mr. O'Connell reported on safety issues, pool issues and the number of rentals in the community. He also reported that homeowners who regularly visit the pool would be good volunteers for the Pool Committee.

Homeowner Forum

Edward Gumpf, 506 Beacon Ridge: stated that he and his neighbors believe that the rental properties have a negative impact on the community. He reported that barking dogs are disruptive and that the pit bulls owned by his neighbors are too dangerous and should be sterilized and implanted with a microchip for identification.

Melvin Moore, 1259 Quicksilver: stated that he is the owner of the dog that homeowners reported about excessive barking. He stated that it is not his dog that is causing the disturbance.

Herbert Forchemer, 581 Beacon Ridge: said he discovered that he does not have water pressure valves. He reported that the building code requires that all residences have one.

Approval of Minutes

Mr. Swartzendruber made a motion to approve the November 16, 2005 minutes of the Board of Directors Meeting with one change to the fourth paragraph under "Homeowner Forum": "Mr. Swartzendruber told her that the ARC is aware" should be changed to, "The Landscape Committee is aware". Mr. O'Connell seconded the motion and it passed unanimously.

The minutes of the 2004 Annual Membership Meeting were reviewed and Mr. Swartzendruber made a motion to accept them. Mr. O'Connell seconded the motion and it passed unanimously.

Approval of Financials

Ms. Schaffer made a motion to approve the November and December 2005 financials. Mr. Black seconded the motion and it passed unanimously.

2005 Sod Replacement

Sod replacment costs for the fall of 2005 were \$81,292, including rebates for desert scapes.

ATCA #8
1st Page

2006 Sod Replacement Considerations

Mr. Swartzendruber announced that the Landscape Committee unanimously approved the letter regarding sod replacement, stating that \$200,000 has been spent in the last 3 years to replace sod. He also reported that 60% of the sod replacement was due to pests and damage by pets. As such, the Board agrees that the homeowners should share in this responsibility because the association cannot continue to fund sod replacement. Mr. Swartzendruber announced that homeowners should be responsible for their own sod in 2006 or the association will have to charge each homeowner an extra \$11 per door per month for sod maintenance and replacement. The change would require a 2/3 vote of approval from all homeowners to change the CC&Rs.

Pool Contract

Ms. Schaffer made a motion to ratify the pool maintenance contract for 2006 with Kendall Pools at the 2005 price of \$1300 per month, including chemicals, for service 3 times a week, except that it will not include janitorial service at the pools. Mr. O'Connell seconded the motion and it passed unanimously.

Landscape Contract

Mr. Swartzendruber made a motion to continue landscape maintenance with Kokopelli Landscaping at an increase of 6.2% over the 2005 price; the contract to state \$277,645 for the lawns and \$5155.18 for the common areas; palm tree trimming not to be included. Mr. Black seconded the motion and it passed unanimously.

Safety and Pool Issues

Mr. O'Connell reported that police assistance was required for several incidents in 2005. He stated that the installation of a camera at the gates would cost \$400 per gate with recyclable tape and also suggested installing cameras at the pool. He informed everyone that a new security firm has opened for business in Mesquite and could effectively patrol the community. Mr. O'Connell suggested installing more speed limit signs and replacing others that have aged.

Mr. O'Connell said that the Pool Committee is soliciting volunteers to diplomatically enforce safety issues at the pool by reporting them to TAM so that homeowners can be notified of the rules.

Rental Properties

Mr. O'Connell stated that the CC&Rs allow them, but the requirement that homeowners must submit a copy of their lease to the association is not being enforced. Ms. Taylor responded that, in 2004, letters were sent to 34 owners who rent their properties and only 2 responses were received.

ARC Committee

Fred Davidson gave a report for Chairman Doug Bruneau. He reported that the committee has 6 members and review 5-6 ARC requests per week. The committee has 45 days in which to respond, but they are able to process the requests in 7-10 days. Mr. Davidson believes that the process still takes too long.

Mr. Davidson reported that satellite dishes can be painted without interfering with reception, and let the membership know that the owner and the ARC can determine where the satellite dish can be placed, not the cable company. He also reported that the ARC is drawing up guidelines in order to promote uniformity and awareness on the part of the homeowners.

ATCH #8
2nd page

**Sunset Greens HOA
Board of Directors Meeting
January 18, 2006
Page 3**

Landscape Committee

Mr. Swartzendruber reported that Karl Larsen is the chairman and the committee meets once a month. The volunteers help inspect lawns and sprinkler heads and drippers in common areas and respond to homeowner requests. The landscape contractor attends the monthly meetings and the Landscape Committee reviews various issues with them and Mr. Vielmette as needed.

Social Committee

Ms. Adams read the report on the Christmas Party and thanked the owners who helped to decorate. She announced that \$179 was donated to the Salvation Army and the poinsettias were donated to the hospital.

Management Report

Ms. Taylor read the management report, reporting that Mr. Vielmette received 580 calls and 281 e-mails since the November Board meeting. She also discussed the number of delinquencies.

Painting Projects

Norm Vielmette reported that the fence painting is an ongoing project with a crew who continually paint the fences. Staben Painting also has a crew painting stage 1 of the villas. The painting started in December 2005 with a crew of 2 men, but there are now 5-6 painters each day.

Homeowner Forum

Tom Henry, 612 Southridge: asked that the Board change the CC&Rs so that homeowners pay more for the landscaping in their backyards and get more service from Kokopelli Landscaping, particularly in view of many absentee homeowners. Mr. Swartzendruber suggested that if CC&R changes are contemplated, they might be best accomplished by going door-to-door to obtain the necessary number of signatures.

Steve deKok, 1359 Sea Pines: wants a moratorium on painting satellite dishes because the association only requires that homeowners paint the pipe and not the dish itself.

An anonymous homeowner in the audience stated, from his seat, that he appreciates the civility that this Board has brought to the community and complimented the Board on its working relationship.

Adjournment

The meeting was adjourned at 7:25 PM.

Respectfully Submitted,
Pat Taylor, CMCA
Taylor Association Management

Approved: _____

Arlis Swartzendruber, Secretary

_____ Date

3-1-06


ATCH #8
3rd page


SOD REPLACEMENT PROGRAM FOR 2006

January 2006

Dear Homeowner:

Over the past several years the Sunset Greens HOA and the builder have spent well over \$200,000 for sod replacement. There has also been soil reconditioning, aeration, fertilization, and improved drainage. Nearly every effort has been expended to implement an optimum growing environment for our lawns.

During this year's review and repair of Sunset Greens properties, we have been told by our landscaper that a high number of properties (over 60%), particularly the rear lawns of single family attached residences were infected with a variety of pests and/or damage by pets. There have been additional reports of owner modifications to rear lawns, resulting in damaging drainage changes. 

 As you are aware under Article III Section 3.17, page 14, it states: "The owner of each lot, whether a single family attached or single family detached residence is located on such lot, shall be responsible for pest control at owner's cost and expense." Pest control requires a definite scheduled program and strict adherence to the application directions. Information from our landscaper (12/2/05) indicates that treatment should occur in early May during egg laying time, and again in July for the hatch. The products recommended are: a) Merit 75 WP, b) Dylox 6.2, or c) Allectus G, all obtainable from stores selling nursery products. Additional information may be obtained from our County Extension Service, 346-7215, or 397-2604, and their office hours in Logandale are 3:00-5:30 p.m.

The association has reached a point in time where sod repair efforts cannot be financially sustained, particularly in view of the above efforts and subsequent recent findings. The Landscape Committee and the Board of Directors are hereby notifying owners, that after this past year's (2005) repair program, homeowners will be responsible for all sod replacement in their rear yards. Additionally, if front or side yards are infected with pests, seeding or resodding will be done at the HOA's prerogative, with recommendations from the Landscape Committee.

The alternatives to the above action are: a) continue to re-sod with an increase to the monthly contribution per door to the reserve account by \$11 per door per month, b) assess villa owners approximately \$140 per year, or c) assess each respective property the actual cost of resodding. Another option would be to implement a preventative pest control program at approximately \$1 per door per month (per the most recent landscaper bid), but would require a 2/3 majority approval to change the CC&R's to permit the treatment of all 699 lawns, front and back, and would be paid for by the HOA. A preventative pest treatment program would still not be a guarantee that all sod replacement would be eliminated.

At this point in time, the Landscape Committee and the Board of Directors have selected the choice to discontinue sod replacement of rear lawns. Front and side yard repair will be done at the prerogative of the HOA with recommendations from the Landscape Committee.

Landscape Committee
Sunset Greens Board of Directors

ATCH #9

RE: Question for Patti



Subject: RE: Question for Patti
From: "Frank Adams" <fadams@cascadeaccess.com>
Date: Wed, 8 Feb 2006 11:40:37 -0800
To: "Barb Ellestad" <barb@bjellestad.com>

Scott, I don't think so but I will double check. Since the Villas are townhouses, the owner has title to the property. The CC&Rs give the HOA access to these areas for maintenance purposes.

Patti

-----Original Message-----

From: Barb Ellestad [<mailto:barb@bjellestad.com>]
Sent: Wednesday, February 08, 2006 11:05 AM
To: Frank Adams
Subject: Question for Patti

Hi Patti,

Are the back yards of attached villas considered common areas under the CC & Rs?

Thanks,
Scott

ATCH #10