

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

NONA TOBIN, as Trustee of the GORDON B. HANSEN TRUST, Dated 8/22/08; and NONA TOBIN, an individual,

Appellants,

vs.

JOEL A. STOKES; SANDRA STOKES, as Trustees of the JIMI JACK IRREVOCABLE TRUST; YUEN K. LEE, an individual, d/b/a F. BONDURANT, LLC; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.; and NATIONSTAR MORTGAGE, LLC

No. 79295

Electronically Filed  
Aug 20 2019 03:44 p.m.

Elizabeth A. Brown  
Clerk of Supreme Court  
DOCKETING STATEMENT  
CIVIL APPEALS

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

Revised December 2015

1. Judicial District Eighth Department 31  
County Clark Judge Joanna Kishner  
District Ct. Case No. A-15-720032-C Consolidated with A-16-730078-C

**2. Attorney filing this docketing statement:**

Attorney L. Joe Coppedge Telephone 702-454-3333  
Firm Mushkin & Coppedge  
Address 4495 South Pecos Road  
Las Vegas, NV 89121

Client(s) Nona Tobin as Trustee of the Gordon B. Hansen Trust, Dated 8/22/08

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Joseph Y. Hong Telephone 702-870-1777  
Firm Hong & Hong Law Office  
Address 1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135

Client(s) Joel & Sandra Stokes Trustees of JimiJack Trust; Yuen Lee dba F. Bondurant, LLC

Attorney David T. Ochoa Telephone 702-382-1500  
Firm Lipson Neilson, PC  
Address 9900 Covington Cross Drive, Suite 120  
Las Vegas, NV 89144

Client(s) Sun City Anthem Community Association

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal:                                     |
| <input type="checkbox"/> Judgment after jury verdict           | <input type="checkbox"/> Lack of jurisdiction                           |
| <input checked="" type="checkbox"/> Summary judgment           | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                      | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief     | <input type="checkbox"/> Other (specify): _____                         |
| <input type="checkbox"/> Grant/Denial of injunction            | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief    | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination        | <input type="checkbox"/> Other disposition (specify): _____             |

**5. Does this appeal raise issues concerning any of the following?**

- Child Custody
- Venue
- Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Nona Tobin as an individual has filed an Appeal in Proper Person in the instant matter Case No 79295.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

See Attached

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

See Attached

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

None of which counsel is aware.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

N/A

Yes

No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

Reversal of well-settled Nevada precedent (identify the case(s))

An issue arising under the United States and/or Nevada Constitutions

A substantial issue of first impression

An issue of public policy

An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

A ballot question

If so, explain:

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

The matter should be assigned to the Court of Appeals under NRAP 17(b)

**14. Trial.** If this action proceeded to trial, how many days did the trial last? 2

Was it a bench or jury trial? Bench

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No

## TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from June 24, 2019

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served June 24, 2019

Was service by:

Delivery

Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

NRCP 50(b)      Date of filing \_\_\_\_\_

NRCP 52(b)      Date of filing \_\_\_\_\_

NRCP 59          Date of filing \_\_\_\_\_

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See *AA Primo Builders v. Washington*, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

Delivery

Mail

**19. Date notice of appeal filed** July 23, 2019

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If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Nona Tobin, an individual appearing in Proper Person filed a Notice of Appeal on July 24, 2019 in Case No 79295.

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)(1)

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**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3)            | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |
- 

(b) Explain how each authority provides a basis for appeal from the judgment or order:

See attached

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

See Attached

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

See attached

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

See attached

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

Yes

No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

Yes

No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

Yes

No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

N/A

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

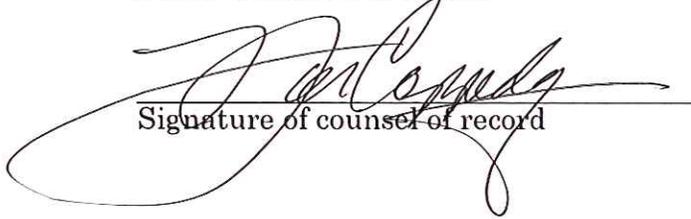
## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Gordon B. Hansen Trust Dated 8/22/08  
Name of appellant

L. Joe Coppedge  
Name of counsel of record

August 20, 2019  
Date

  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 20 day of August, 2019, I served a copy of this completed docketing statement upon all counsel of record:

- By personally serving it upon him/her; or
- By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Joseph Y. Hong, Hong & Hong Law Office

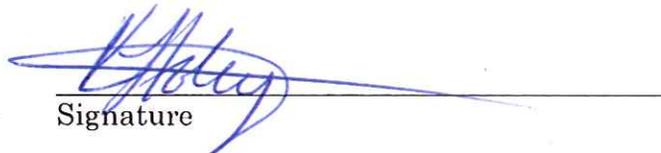
David T. Ochoa, Lipson Neilson, PC

Melanie Morgan, Akerman LLP

Nona Tobin, an individual

See Attached for addresses

Dated this 20 day of August, 2019

  
Signature

**CERTIFICATE OF SERVICE  
CONTINUED**

Joseph Y. Hong  
Hong & Hong Law Office  
1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135

David T. Ochoa  
Lipson Neilson, PC  
9900 Covington Cross Drive, Suite 120  
Las Vegas, NV 89144

Melanie D. Morgan  
Akerman LLP  
1635 Village Center Circle, Suite 200  
Las Vegas, Nevada 89134

Nona Tobin  
2664 Olivia Heights Avenue  
Henderson NV 89052

### **3. Attorney(s) representing respondents – continued**

Attorney: Melanie D. Morgan

Telephone: 702-634-5000

Firm: Akerman LLP

Address: 1635 Village Center Circle, Suite 200, Las Vegas, NV 89134

Client(s): Nationstar Mortgage, LLC

### **8. Nature of the Action.**

This is primarily an action for Quiet Title and Wrongful Foreclosure, among other claims, resulting from the purchase and sale of real property at a homeowner's association foreclosure sale. Cross-Defendant, Sun City Anthem Community Association ("SCA") filed Cross-Defendant Sun City Anthem Community Associations' Motion for Summary Judgment on February 5, 2019, which was joined by Nationstar Mortgage, LLC. Following a hearing on March 5, 2019, the district court granted SCA's motion for summary judgment. Notice of Entry of Findings of Fact, Conclusion of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment was filed on April 18, 2019. Nona Tobin ("Tobin"), as Trustee of the Gordon B. Hansen Trust dated 8/22/08, filed Cross-Claimant Nona Tobin's Motion for Reconsideration on April 29, 2019. The motion for reconsideration was denied following a hearing on May 29, 2019. Notice of Entry of the Order Denying Motion for Reconsideration was filed on May 31, 2019.

Tobin's remaining Counterclaim against Plaintiffs, Joel A. Stokes and Sandra F. Stokes, as Trustees of the JimiJack Irrevocable Trust, Yuen K. Lee and F. Bondurant, LLC proceeded to trial commencing June 5, 2019. The Order on Findings of Fact, Conclusions of Law was filed on June 24, 2019. Notice of Entry of the Order on Findings of Fact, Conclusions of Law was also filed on June 24, 2019.

### **9. Issues on Appeal.**

A. Whether the district court erred by granting summary judgment in favor of SCA against Tobin, as Trustee of the Gordon B. Hansen Trust dated 8/22/08 on her claims for relief for quiet title and equitable relief in seeking to void the HOA foreclosure sale.

B. Whether the district court erred by finding that SCA properly followed the process and procedures in foreclosing upon the subject property.

C. Whether the district court erred by failing to quiet title in favor of Tobin, as Trustee of the Gordon B. Hansen Trust dated 8/22/08.

D. Whether the district court erred by quieting title in favor of Joel A. Stokes and Sandra F. Stokes, as Trustees of the JimiJack Irrevocable Trust.

E. Whether the district court erred by entering judgment in favor of Joel A. Stokes and Sandra F. Stokes, as Trustees of the JimiJack Irrevocable Trust and Yuen Lee and F. Bondurant, LLC as to all claims for relief asserted by Tobin, as

Trustee of the Gordon B. Hansen Trust dated 08/22/08.

**21(b). Authority for Appeal.**

The order granting Sun City Anthem Community Association's motion for summary judgment was entered on April 18, 2019. It became a final judgment under NRAP 3A(b)(1) upon the entry of Order on Findings of Fact, Conclusions of Law filed on June 24, 2019. Tobin, as Trustee appeals from the district court's order granting Sun City Anthem Community Association's motion for summary judgment entered on April 18, 2019; the Order Denying Motion for Reconsideration filed on May 31, 2019 and the district court's Order on Findings of Fact, Conclusions of Law filed on June 24, 2019, Notice of Entry of which was also filed on June 24, 2019.

**22. List all parties involved in the action or consolidated actions in the district court:**

**(a). Parties:**

Case No. A-15-720032-C

Joel & Sandra Stokes, Trustees of the Jimijack Irrevocable Trust, Plaintiffs.

Bank Of America, N.A, Defendant.

Nationstar Mortgage, LLC, Counterclaimant.

Jimijack Irrevocable Trust, Counterdefendant.

Nona Tobin, an individual, Counterclaimant.

Nona Tobin Trustee of Gordon B. Hansen Trust. Dated 8/22/08, Counterclaimant.

Joel & Sandra Stokes, Trustees of the Jimijack Irrevocable Trust, Counterdefendant.

Sun City Anthem Community Association, Inc., Counterdefendant.

Yuen K. Lee, an Individual, d/b/a Manager, F. Bondurant, LLC, Counterdefendant.

Case No. A-16-730078-C – Consolidated 8/26/2016

Nationstar Mortgage, LLC, Plaintiff.

Opportunity Homes, LLC, Defendant.

Steve Hansen, Other.

Nona Tobin, Other.

**22(b). Parties in the district court not parties to the appeal (in bold below):**

1. Plaintiffs' claims against **Bank of America, N.A.** were resolved by a default judgment entered October 16, 2015.

2. Tobin's crossclaims against **Opportunity Homes, LLC and Thomas Lucas** were resolved by the district court's order granting Thomas Lucas and Opportunity Homes, LLCs' motion for summary judgment entered on August 11, 2017.

3. Nationstar's claims against **Opportunity Homes, LLC** were resolved as a result of the stipulation and order dismissing these claims entered on February 20, 2019.

**23. Brief description of each party's separate claims for relief:**

**Plaintiff JimiJack's Claims for Relief**

1. Quiet Title.
2. Cancellation of Instruments.
3. Injunctive Relief.
4. Breach of Contract.
5. Indemnification.

6. Plaintiffs' claims against Bank of America, N.A. were resolved by the default judgment entered on October 16, 2015. Plaintiffs' claims against SCA were resolved pursuant to a Stipulation and Order Reforming Caption which stated the caption was amended to remove Jimijack Trust's claims against Sun City HOA as Sun City HOA was never served with Jimijack Trust's complaint.

**Defendant Nationstar's Counterclaims**

1. Quiet Title/Declaratory Relief Pursuant to NRS 30.010 et seq. and NRS 40.010 et seq.
2. Preliminary and Permanent Injunctions.
3. Unjust Enrichment versus Counter-Defendants.
4. Nationstar's claims against Opportunity Homes, LLC and F. Bondurant, LLC were resolved as a result of the stipulation and order dismissing these claims entered on February 20, 2019. Nationstar's claims against the JimiJack Irrevocable

Trust were resolved as a result of a Stipulation and Order for Dismissal with Prejudice filed on May 31, 2019.

**Cross-Claimant Tobin's Counterclaims against Joel A. Stokes and Sandra F. Stokes, as Trustees of the JimiJack Irrevocable Trust:**

1. Quiet Title and Equitable Relief.
2. Fraudulent Reconveyance.
3. Unjust Enrichment.
4. Civil Conspiracy.
5. Preliminary and Permanent Injunctions.
6. Tobin's counterclaims against Joel A. Stokes and Sandra F. Stokes, as

Trustees of the JimiJack Irrevocable Trust were resolved by the district court's Order on Findings of Fact, Conclusions of Law filed on June 24, 2019. Notice of Entry of the Order on Findings of Fact, Conclusions of Law was also filed on June 24, 2019.

**Cross-Claimant Tobin's Crossclaims against Yuen K. Lee and F. Bondurant, LLC:**

1. Fraudulent Conveyance.
2. Quiet Title and Equitable Relief.
3. Civil Conspiracy.
4. Tobin's crossclaims against Yuen K. Lee and F. Bondurant, LLC were

resolved by the district court's Order on Findings of Fact, Conclusions of Law filed

on June 24, 2019. Notice of Entry of the Order on Findings of Fact, Conclusions of Law was also filed on June 24, 2019.

**Cross-Claimant Tobin's Crossclaims against Cross-Defendants Opportunity Homes, LLC and Thomas Lucas:**

1. Quiet Title and Equitable Relief.
2. Breach of BHHS Contract.
3. Equitable Relief.
4. Civil Conspiracy.
5. Tobin's crossclaims against Opportunity Homes, LLC and Thomas

Lucas were resolved by the district court's order granting Thomas Lucas and Opportunity Homes, LLCs' motion for summary judgment entered on August 11, 2017.

**Cross-Claimant Tobin's Crossclaims against Cross-Defendant Sun City Anthem Community Association:**

1. Quiet Title and Equitable Relief.
2. (No second cause of action identified)
3. Civil Conspiracy.
4. Fraudulent Concealment.
5. Unjust Enrichment.
6. Breach of Contract.

7. Tobin's crossclaims against Sun City Anthem Community Association were resolved by the district court's order granting Sun City Anthem Community Association's motion for summary judgment entered on April 18, 2019. Tobin, as Trustee, filed a motion for reconsideration on April 29, 2019, which was denied following a hearing on May 29, 2019. Notice of Entry of the Order Denying Motion for Reconsideration was filed on May 31, 2019.

# DISTRICT COURT CIVIL COVER SHEET

A-15-720032-C

County, Nevada

Case No. \_\_\_\_\_

XXXI

*(Assigned by Clerk's Office)*

## I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): Joel A. Stokes and Sandra F. Stokes 5 Summit Walk Trm 1 Henderson Nevada 89052	Defendant(s) (name/address/phone): Bank of America, N.A. 100 North Taylor Street #170 Charlotte, NC 28202
Attorney (name/address/phone): Joseph V. Hone Esq. 10781 West Lake Avenue Las Vegas Nevada 89135 702 870-1777	Attorney (name/address/phone):

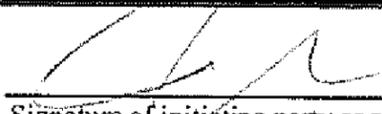
## II. Nature of Controversy *(please select the one most applicable filing type below)*

### Civil Case Filing Types

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrantum <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

*Business Court filings should be filed using the Business Court civil coversheet.*

June 14 2015  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of initiating party or representative

*See other side for family-related case filings.*



CLERK OF THE COURT

1 COMP  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A PROFESSIONAL LAW CORPORATION  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: Yosuphonglaw@gmail.com

10 Attorney for Plaintiffs  
11 Joel A. Stokes and Sandra F. Stokes as  
12 Trustees of the Jimijack Irrevocable Trust

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 JOEL A. STOKES and SANDRA F. )  
16 STOKES, as trustees of the )  
17 JIMIACK IRREVOCABLE TRUST, )  
18 )  
19 Plaintiffs, )  
20 vs. )  
21 )  
22 BANK OF AMERICA, N.A., a national )  
23 banking association; )  
24 SUN CITY ANTHEM COMMUNITY )  
25 ASSOCIATION, INC., a Nevada non-profit )  
26 corporation; DOES I through X and )  
27 ROE BUSINESS ENTITIES I through X, )  
28 inclusive, )  
29 )  
30 Defendants. )

CASE NO. A-15-720032-C  
DEPT NO. XXXI

COMPLAINT  
  
EXEMPTION FROM ARBITRATION  
CLAIMED AS EXTRAORDINARY RELIEF  
REQUESTED

31 COME NOW Plaintiffs, above-named (hereinafter "Plaintiffs"), by and through their  
32 attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG, A Professional Law Corporation,  
33 and complain and allege as follows:

- 34 1. At all relevant times herein, Plaintiffs are, and were, residents of Clark County,  
35 Nevada, and trustees of the Jimijack Irrevocable Trust.
- 36 2. Plaintiffs believe and allege that at all relevant times herein, Defendant,  
37 BANK OF AMERICA, N.A. (hereinafter "Bana"), is, and was, a national banking associaion  
38 conducting business in Clark County, Nevada.

1           3.       At all relevant times herein, Defendant, SUN CITY ANTHEM COMMUNITY  
2 ASSOCIATION, INC. (hereinafter "HOA"), is, and was, a Nevada non-profit corporation and/or  
3 a Nevada entity conducting business in Clark County, Nevada.

4           4.       On or about June 3, 2015, Plaintiffs acquired a real property located at  
5 2763 White Sage Dr., Henderson, Nevada 89052 (hereinafter "Subject Property") from F. Bondurant  
6 LLC., who purchased the Subject Property from Opportunity Homes, LLC. Opportunity Homes,  
7 LLC. was the titled owner of the Subject Property, and purchased same at a Trustee's sale pursuant  
8 to a power of sale granted by NRS 116.3115 et. seq. and NRS 116.3116 through 116.31168 et. seq.  
9 on or about August 18, 2014.

10          5.       Plaintiffs, therefore, have a legal and equitable interest in the Subject Property  
11 as a result of their predecessor's prior purchase of the Subject Property at the Trustee's sale.

12          6.       Defendant, Bana, was the beneficiary of the Deed of Trust recorded against and  
13 encumbering the Subject Property.

14          7.       Plaintiffs do not know the true names, identities, or capacities of Does I  
15 through X and Roe Business Entities I through X, joined herein by fictitious names, but upon  
16 information and belief, said Defendants are unknown employees, agents, contractors, successors,  
17 persons, entities, assigns, or tortfeasors who are in some way responsible to Plaintiffs for their  
18 damages as alleged herein, in either a representative capacity or by virtue of independent acts or  
19 omissions. When the true names and identities of the Doe and Roe Business Entity Defendants are  
20 ascertained, Plaintiffs will pray for leave to amend this Complaint to insert and show the true names,  
21 identities, capacities, and involvement of each of the Doe and Roe Business Entity Defendants when  
22 ascertained.

23          8.       Plaintiffs are informed and believe and thereupon allege that each of these  
24 fictitiously named Defendants claim some right, title, estate, lien or interest in the Subject Property  
25 adverse to Plaintiffs' title and their claims, and each of them, constitute a cloud on Plaintiffs' title  
26 to the Subject Property.

27          9.       Plaintiffs have been required to retain the services of an attorney to prosecute  
28 this action. Plaintiffs, therefore, are entitled to an award of attorney's fees and costs.

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**FIRST CLAIM FOR RELIEF  
(QUIET TITLE AGAINST ALL DEFENDANTS)**

10. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 9 herein as though fully set forth herein and further allege as follows.

11. Plaintiffs are the sole owners in fee of the Subject Property.

12. Title to the Subject Property is encumbered by defects and other clouds on title caused by liens, instruments and documents recorded by each of the Defendants against the Subject Property. Each of these defects constitutes a claim by the Defendants related to such defect against the Subject Property. Unless the Subject Property is free from such defects, Plaintiffs do not have marketable title and cannot sell the Subject Property, market the Subject Property, insure the Subject Property or take loans against the Subject Property.

13. A Deed of Trust, which Defendants are the beneficiaries, was recorded against the Subject Property.

14. Plaintiffs dispute any and all claims on the Subject Property made by Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants. Plaintiffs seek by this action to quiet title to the Subject Property such that Plaintiffs shall have clean and marketable title to the Subject Property.

15. The claims of Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, on the Subject Property are adverse. Plaintiffs contend that Defendants, and each of them, acquired no right, title or interest in and to the Subject Property by the claims each such Defendant has made. Plaintiffs are informed and believe that each of the Defendants do claim some right, title or interest in and to the Subject Property.

16. Plaintiffs have no plain, speedy or adequate remedy at law.

17. The land records of Clark County, Nevada do not accurately reflect the status of Plaintiffs' ownership of the Subject Property in fee. Accordingly, there is confusion as to the status of title to the Subject Property.

18. Plaintiffs seek to quiet title and are entitled to a Judgment/Order quieting title to the Subject Property in their name.



1           26.     The “relative hardships” of the parties and the “public interest” clearly require that  
2 an injunction be issued.

3           27.     Plaintiffs enjoy a substantial likelihood of succeeding on the merits of this case.

4           28.     Based upon the foregoing, Plaintiffs are entitled to a temporary restraining order, a  
5 preliminary injunction and/or a permanent injunction.

6                                   **FOURTH CLAIM FOR RELIEF**  
7                                   **(BREACH OF CONTRACT AGAINST DEFENDANT, HOA)**

8           29.     Plaintiffs repeat and reallege the allegations contained in Paragraphs  
9 1 through 28 herein as though fully set forth herein and further allege as follows.

10           30.     In the event title to the Subject Property is not quieted to Plaintiffs,  
11 Defendant, HOA, will be in breach of the contract entered into with Plaintiffs’ predecessor, for its  
12 previous purchase of the Subject Property. Plaintiffs have been assigned any and all of their  
13 predecessor’s contractual rights for its previous purchase of the Subject Property.

14           31.     As a result of said breach, Plaintiffs will be damaged in an amount in excess of  
15 \$10,000.00.

16           32.     Plaintiffs request attorney’s fees and costs.

17                                   **FIFTH CLAIM FOR RELIEF**  
18                                   **(INDEMNIFICATION AGAINST DEFENDANT, HOA)**

19           33.     Plaintiffs repeat and reallege the allegations contained in Paragraphs  
20 1 through 32 herein as though fully set forth herein and further allege as follows.

21           34.     In the event title to the Subject Property is not quieted to Plaintiffs, they will  
22 be damaged and Defendant, HOA, will be unjustly enriched as a result of its actions and/or  
23 omissions related to Plaintiffs’ predecessor’s prior purchase of the Subject Property. Any and all  
24 of Plaintiffs’ predecessor’s legal and equitable indemnification rights have been assigned to  
25 Plaintiffs.

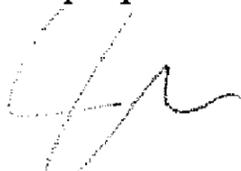
26           35.     As a result thereof, Plaintiffs may be disposed of the Subject Property and  
27 suffer damages, in which event, Plaintiffs are entitled to be indemnified by Defendant,  
28 HOA, for all such losses or damages, including attorney’s fees and costs. Said damages are in excess  
of \$10,000.00.

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WHEREFORE, Plaintiffs pray for Judgment as follows:

- 1. For a Judgment, Decree and/or Order quieting title to the Subject Property in the name of Plaintiffs in a form suitable for recording;
- 2. For a Judgment, Decree and/or Order finding that each of the instruments, documents and liens which constitutes a claim against the Subject Property is without legal force or effect, and do not convey any right, title or interest in and to the Subject Property to Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, and furthermore, for a Judgment, Decree and/or Order compelling Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, and each of them, to deliver to the Court the original of any instruments, documents or liens which constitute a claim against the Subject Property for cancellation, or in the alternative, for a Judgment, Decree and/or Order conveying title of the Subject Property to Plaintiffs;
- 3. For a preliminary and permanent injunction enjoining Defendant, Bana, from conducting a foreclosure sale of the Subject Property and from taking any action that will affect Plaintiffs' exclusive title, possession, use and enjoyment of the Subject Property;
- 4. For damages in an amount in excess of \$10,000.00 against Defendants;
- 5. For attorney's fees and costs; and
- 6. For such other relief this Court deems proper.

DATED this 15<sup>th</sup> day of June, 2015.



---

JOSEPH Y. HONG, ESQ.  
 Nevada Bar No. 5995  
 10781 W. Twain Ave.  
 Las Vegas, Nevada 89135  
 Attorney for Plaintiffs  
 Joel A. Stokes and Sandra F. Stokes, as trustees  
 of the Jimijack Irrevocable Trust

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**IAFD**  
JOSEPH Y. HONG, ESQ.  
State Bar No. 005995  
HONG & HONG  
A Professional Law Corporation  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
Telephone: (702) 870-1777  
Facsimile No.: (702) 870-0500  
Email Address: yosuphonglaw@gmail.com  
Attorney for Plaintiffs  
*JOEL A. STOKES and SANDRA F. STOKES, as  
trustees of the JIMI JACK IRREVOCABLE TRUST*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES, as )  
trustees of the JIMI JACK IRREVOCABLE )  
TRUST, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
BANK OF AMERICA, N.A., a national banking )  
association; SUN CITY ANTHEM COMMUNITY )  
ASSOCIATION, INC., a Nevada non-profit )  
corporation; DOES I through X and ROE )  
BUSINESS ENTITIES I through X, inclusive, )  
 )  
Defendants. )

CASE NO. :  
DEPT. NO. :

**INITIAL APPEARANCE  
FEE DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted  
for the parties appearing in the above-entitled action as indicated below:

///  
///  
///

White Sage

**HONG & HONG**  
A Professional Law Corporation  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
(702) 870-1777

JimiJack Trust

1 JOEL A. STOKES, Plaintiff

\$270.00

2 ~~SANDRA F. STOKES, Plaintiff~~

~~\$ 30.00~~

3 **TOTAL REMITTED:**

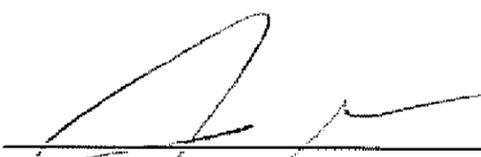
~~\$300.00~~

4 DATED this 16<sup>th</sup> day of June, 2015.

\$ 2 7 0 . 0 0

5 HONG & HONG

6 A Professional Law Corporation

7  
8   
9 JOSEPH Y. HONG, ESQ.

10 State Bar No. 005995

11 10781 West Twain Avenue

12 Las Vegas, Nevada 89135

13 Attorney for Plaintiffs

14 *JOEL A. STOKES and SANDRA F.*

15 *STOKES, as trustees of the JIMI JACK*

16 *IRREVOCABLE TRUST*

ORIGINAL

CLERK OF THE COURT

1 JDDF  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A Professional Law Corporation  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

6 Attorney for Plaintiff  
7 Joel A. Stokes and Sandra F. Stokes as  
8 trustees of the Jimijack Irrevocable Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. STOKES, as )  
11 trustees of the JIMIACK IRREVOCABLE )  
12 TRUST, )

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A., a national banking )  
15 association, et al., )

15 Defendants. )

CASE NO. A720032  
DEPT. NO. XXXI

17 **JUDGMENT BY DEFAULT AGAINST DEFENDANT, BANK OF AMERICA, N.A.**

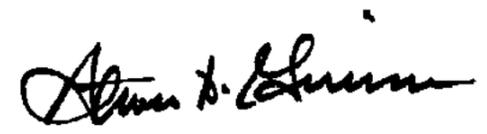
18 Plaintiff, Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust's  
19 (hereinafter "Plaintiff"), Application for Entry of Default Judgment having regularly come before  
20 the Court; Plaintiff having submitted its Application for Entry of Default Judgment and having filed  
21 it with the Court on August 25, 2015, together with the Affidavit of the Trustees in support thereof  
22 and exhibits attached thereto in further support of such application; the Defendant, Bank of America,  
23 N.A. (hereinafter "Defendant"), having been duly served with the Summons and Complaint on July  
24 17, 2015; the Defendant not having filed a responsive pleading nor having made any appearance in  
25 this matter; a Default against Defendant having been entered by the Clerk of Court on August 14,  
26 2015; a Notice of Intent to Take Default Judgment having been mailed to Defendant at its last known  
27 address on August 19, 2015; and for good cause appearing therefor,

28 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Judgment shall be

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

03-23-15 10:51 AM





CLERK OF THE COURT

1 **AACC**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 5506  
5 7785 W. Sahara Ave., Suite 200  
6 Las Vegas, NV 89117  
7 (702) 475-7964; Fax: (702) 946-1345  
8 [esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)  
9 *Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 **JOEL A. STOKES and SANDRA F. STOKES,**  
10 **as trustees of the JIMI JACK IRREVOCABLE**  
11 **TRUST,**

11 Plaintiffs,

12 vs.

13 **BANK OF AMERICA, N.A.; SUN CITY**  
14 **ANTHEM COMMUNITY ASSOCIATION,**  
15 **INC.; DOES I through X and ROE BUSINESS**  
16 **ENTITIES I through X, inclusive,**

17 Defendants.

18 **NATIONSTAR MORTGAGE, LLC,**

19 Counterclaimant,

20 vs.

21 **JIMI JACK IRREVOCABLE TRUST;**  
22 **OPPORTUNITY HOMES, LLC, a Nevada**  
23 **limited liability company; F. BONDURANT,**  
24 **LLC, a Nevada limited liability company;**  
25 **DOES I through X, inclusive; and ROE**  
26 **CORPORATIONS XI through XX, inclusive,**

27 Counter-Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**DEFENDANT IN INTERVENTION**  
**NATIONSTAR MORTGAGE, LLC'S**  
**ANSWER TO PLAINTIFFS'**  
**COMPLAINT AND COUNTERCLAIM**

25 COMES NOW, Defendant in Intervention, Nationstar Mortgage, LLC (hereinafter  
26 "Nationstar" or "Defendant"), by and through its attorney of record, Edgar C. Smith, Esq. of the  
27 law firm of Wright, Finlay & Zak, LLP, and hereby submits its Answer to the Complaint filed by  
28

1 Plaintiffs, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack Irrevocable Trust as  
2 follows:

3       **1.**       Nationstar does not possess enough information to admit or deny the allegations  
4 in Paragraph 1 of the Complaint; therefore, Nationstar denies said allegations.

5       **2.**       Nationstar does not possess enough information to admit or deny the allegations  
6 in Paragraph 2 of the Complaint; therefore, Nationstar denies said allegations.

7       **3.**       Nationstar does not possess enough information to admit or deny the allegations  
8 in Paragraph 3 of the Complaint; therefore, Nationstar denies said allegations.

9       **4.**       Nationstar admits that public records show Plaintiffs are the current title holders  
10 of the Property, and that Opportunity Homes, LLC is identified as the Grantee on the Foreclosure  
11 Deed recorded after a Trustee's sale that occurred on or about August 15, 2014; however, as to  
12 the remaining allegations in Paragraph 4 of the Complaint, Nationstar does not possess enough  
13 information to admit or deny these allegations, and therefore denies them.

14       **5.**       Nationstar does not possess enough information to admit or deny the allegations  
15 in Paragraph 5 of the Complaint; therefore, Nationstar denies said allegations.

16       **6.**       In responding to the allegations in Paragraph 6 of the Complaint, Nationstar  
17 admits that BANA was the beneficiary of the deed of trust as further described herein and  
18 recorded against the title to the subject property, but denies that BANA was the beneficiary of  
19 the deed of trust when suit was filed, and that such information was known or should have been  
20 known to Plaintiffs and their counsel. Nationstar further avers that it was the beneficiary of  
21 record when the suit was commenced.

22       **7.**       Nationstar does not possess enough information to admit or deny the allegations  
23 in Paragraph 7 of the Complaint; therefore, Nationstar denies said allegations.

24       **8.**       Nationstar does not possess enough information to admit or deny the allegations  
25 in Paragraph 8 of the Complaint; therefore, Nationstar denies said allegations.

26       **9.**       Nationstar does not possess enough information to admit or deny the allegations  
27 in Paragraph 9 of the Complaint; therefore, Nationstar denies said allegations.

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2 **FIRST CLAIM FOR RELIEF**  
**(QUIET TITLE AGAINST ALL DEFENDANTS)**

3 **10.** Answering Paragraph 10 of the Complaint, Nationstar hereby repeats, realleges  
4 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
5 referenced hereinabove as if set forth at length and in full.

6 **11.** Nationstar denies the allegations in Paragraph 11 of the Complaint.

7 **12.** Nationstar admits that it is the current beneficiary of record under a Deed of Trust  
8 recorded in the Clark County Recorder's Office as Book and Instrument No. 20040722-0003507;  
9 however as to the remaining allegations in Paragraph 12, Nationstar does not possess enough  
10 information to admit or deny these allegations, and therefore denies them.

11 **13.** Nationstar admits that it is the current beneficiary of record under a Deed of Trust  
12 recorded in the Clark County Recorder's Office as Book and Instrument No. 20040722-0003507;  
13 however as to the remaining allegations in Paragraph 13 of the Complaint, Nationstar does not  
14 possess enough information to admit or deny these allegations, and therefore denies them.

15 **14.** Paragraph 14 of the Complaint states a request for relief to which no response is  
16 required. To the extent a response is required, Nationstar denies said allegations.

17 **15.** Nationstar admits that its claim of interest in the Property is adverse to Plaintiffs;  
18 however as to the remaining allegations in Paragraph 15 of the Complaint, Nationstar does not  
19 possess enough information to admit or deny these allegations, and therefore denies them.

20 **16.** Paragraph 16 of the Complaint states legal conclusions to which no response is  
21 required. To the extent a response is required, Nationstar does not possess enough information  
22 to admit or deny the allegations in Paragraph 16 of the Complaint; therefore, Nationstar denies  
23 said allegations.

24 **17.** Nationstar does not possess enough information to admit or deny the allegations  
25 in Paragraph 17 of the Complaint; therefore, Nationstar denies said allegations.

26 **18.** Paragraph 18 of the Complaint states a request for relief to which no response is  
27 required. To the extent a response is required, Nationstar denies said allegations.

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**SECOND CLAIM FOR RELIEF**  
**(CANCELLATION OF INSTRUMENTS AGAINST ALL DEFENDANTS)**

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2       **19.**     Answering Paragraph 19 of the Complaint, Nationstar hereby repeats, realleges  
3 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
4 referenced hereinabove as if set forth at length and in full.

5       **20.**     Nationstar denies the allegations in Paragraph 20 of the Complaint to the extent  
6 they pertain and refer to Nationstar and the deed of trust.

7       **21.**     Nationstar does not possess enough information to admit or deny the allegations  
8 in Paragraph 21 of the Complaint; therefore, Nationstar denies said allegations.

9       **22.**     Paragraph 22 of the Complaint states a request for relief to which no response is  
10 required. To the extent a response is required, Nationstar denies said allegations.

11       **23.**     Paragraph 23 of the Complaint states a request for relief to which no response is  
12 required. To the extent a response is required, Nationstar denies said allegations.

**THIRD CLAIM FOR RELIEF**  
**(INJUNCTIVE RELIEF AGAINST DEFENDANT, BANA)**

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15       **24.**     Answering Paragraph 24 of the Complaint, Nationstar hereby repeats, realleges  
16 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
17 referenced hereinabove as if set forth at length and in full.

18       **25.**     Paragraph 25 of the Complaint is not directed at Nationstar; however to the extent  
19 a response is required; Nationstar denies said allegations.

20       **26.**     Paragraph 26 of the Complaint is not directed at Nationstar; however to the extent  
21 a response is required; Nationstar denies said allegations.

22       **27.**     Paragraph 27 of the Complaint is not directed at Nationstar; however to the extent  
23 a response is required; Nationstar denies said allegations.

24       **28.**     Paragraph 28 of the Complaint is not directed at Nationstar; however to the extent  
25 a response is required; Nationstar denies said allegations.

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**FOURTH CLAIM FOR RELIEF**  
**(BREACH OF CONTRACT AGAINST DEFENDANT, HOA)**

29. Answering Paragraph 29 of the Complaint, Nationstar hereby repeats, realleges and incorporates each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

30. Paragraph 30 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

31. Paragraph 31 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

32. Paragraph 32 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

**FIFTH CLAIM FOR RELIEF**  
**(INDEMNIFICATION AGAINST DEFENDANT, HOA)**

33. Answering Paragraph 33 of the Complaint, Nationstar hereby repeats, realleges and incorporates each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

34. Paragraph 34 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

35. Paragraph 35 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

**NATIONSTAR ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

Plaintiffs' Complaint fails to state a claim against Nationstar upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Priority)**

Plaintiffs took title of the Property subject to Nationstar's first priority Deed of Trust,

1 thereby forestalling any enjoinder/extinguishment of Nationstar's interest in the Property.

2 **THIRD AFFIRMATIVE DEFENSE**

3 **(Assumption of Risk)**

4 Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the  
5 situations, actions, omissions, and transactions upon which they now base their various claims  
6 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
7 consequently barred from all recovery by such assumption of risk.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 **(Commercial Reasonableness and Violation of Good Faith - NRS 116.1113)**

10 The HOA lien foreclosure sale by which Plaintiffs took their interest was commercially  
11 unreasonable if it eliminated Nationstar's Deed of Trust, as Plaintiffs contend. The sales price,  
12 when compared to the outstanding balance of Nationstar's Note and Deed of Trust and the fair  
13 market value of the Property, demonstrates that the sale was not conducted in good faith as a  
14 matter of law. The circumstances of sale of the property violated the HOA's obligation of good  
15 faith under NRS 116.1113 and duty to act in a commercially reasonable manner.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Equitable Doctrines)**

18 Nationstar alleges that the Plaintiffs' claims are barred by the equitable doctrines of  
19 laches, unclean hands, and failure to do equity.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 **(Acceptance)**

22 Nationstar asserts that any acceptance of any portion of the excess proceeds does not  
23 "satisfy" the amount due and owing on the Loan and would not constitute a waiver of its rights  
24 under the Loan and Deed of Trust, or statute.

25 **SEVENTH AFFIRMATIVE DEFENSE**

26 **(Waiver and Estoppel)**

27 Nationstar alleges that by reason of Plaintiffs' acts and omissions, Plaintiffs have waived  
28 their rights and are estopped from asserting their claims against Nationstar.

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**EIGHTH AFFIRMATIVE DEFENSE**

**(Void for Vagueness and Ambiguity)**

To the extent that Plaintiffs’ interpretation of NRS 116.3116 is accurate, the statute and Chapter 116 as a whole are void for vagueness and ambiguity.

**NINTH AFFIRMATIVE DEFENSE**

**(Due Process Violations)**

A senior deed of trust beneficiary, such as Nationstar, cannot be deprived of its property interest in violation of the Procedural Due Process Clause of the 5<sup>th</sup> and 14th Amendments of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution.

**TENTH AFFIRMATIVE DEFENSE**

**(Violation of Procedural Due Process)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Due Process Clause of the Nevada Constitution and United States Constitution, including for the reasons that the non-judicial foreclosure scheme of NRS 116.3116 et seq. violates due process rights because its “opt-in” notice provisions do not mandate that reasonable and affirmative steps be taken to give actual notice to lenders and other holders of recorded security interests prior to a deprivation of their property rights and because the statutes do not require the foreclosing party to take reasonable steps to ensure that actual notice is provided to interested parties who are reasonably ascertainable unless the interested party first requests notice.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Supremacy Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Supremacy Clause of the United States Constitution.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Property Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Property Clause of the United States Constitution.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Non-retroactivity)**

SFR Investments Pool 1 v. U.S. Bank, 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014), should not be applied retroactively to permit non-judicial foreclosure sales under NRS 116.3116 et seq. noticed or conducted before the holding was announced to operate to extinguish the Deed of Trust or render it subordinate to Plaintiffs' interest, if any.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

Nationstar alleges that the Plaintiffs' claims are barred in whole or in part because of the Plaintiffs' failure to take reasonable steps to mitigate the damages, if any, in this case.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Tender of Super-priority Lien)**

Nationstar alleges that an entity tendered payment of the super-priority portion of the HOA liens to the HOA and/or its agents and therefore discharged the super priority portion of the HOA's lien, so that title by foreclosure passed to the buyer subject to the deed of trust.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

Nationstar reserves the right to assert additional affirmative defenses in the event discovery or investigation indicate that additional affirmative defenses are applicable.

**PRAYER**

WHEREFORE, Nationstar prays for judgment as follows:

1. That the Court make a judicial determination that Nationstar's Deed of Trust survived the HOA Sale for Subject Property;
2. That the Court make a judicial determination that Nationstar's Deed of Trust is superior to Plaintiffs' claim of title to the Subject Property;
3. That the Court make a judicial determination that Plaintiffs took title subject to Nationstar's Deed of Trust on the Subject Property;





1 “Hansen Loan”).<sup>2</sup>

2       **13.** On April 12, 2012, an Assignment of Deed of Trust was recorded by which  
3 MERS assigned all its beneficial interest under the Deed of Trust to Bank of America, N.A.,  
4 Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans  
5 Servicing, LP (“BANA”).<sup>3</sup>

6       **14.** On September 9, 2014, an Assignment of Deed of Trust was recorded by which  
7 BANA assigned all its beneficial interest under the Deed of Trust to Wells Fargo Bank, National  
8 Association FKA First Union National Bank (“Wells Fargo”).<sup>4</sup>

9       **15.** On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded by  
10 which Wells Fargo assigned all its beneficial interest under the Deed of Trust to Nationstar.<sup>5</sup>

11       **16.** Public records show that on December 14, 2012, a Lien for Delinquent  
12 Assessments was recorded against the Property by the HOA Trustee, on behalf of the HOA.<sup>6</sup>

13       **17.** Public records show that on March 12, 2013, a Notice of Default and Election to  
14 Sell Pursuant to the Lien for Delinquent Assessments was recorded against the Property by the  
15 HOA Trustee, on behalf of the HOA.<sup>7</sup>

16       **18.** Public records show that on April 3, 2013, a Notice of Rescission of the Notice of  
17 Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded by  
18 the HOA Trustee, on behalf of the HOA.<sup>8</sup>

19       **19.** Public records show that on April 8, 2013, a Notice of Default and Election to  
20

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21 <sup>2</sup> A true and correct copy of the Deed of Trust recorded as Book and Instrument Number  
20040722-0003507 is attached hereto as **Exhibit 2.**

22 <sup>3</sup> A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument  
23 Number 20120412-0001883 is attached hereto as **Exhibit 3.**

24 <sup>4</sup> A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument  
25 Number 20140909-0000974 is attached hereto as **Exhibit 4.**

26 <sup>5</sup> A true and correct copy of the Corporate Assignment of Deed of Trust recorded as Book and  
27 Instrument Number 20141201-0000518 is attached hereto as **Exhibit 5.**

28 <sup>6</sup> A true and correct copy of the Lien for Delinquent Assessments recorded as Book and  
Instrument Number 20121214-0001338 is attached hereto as **Exhibit 6.**

<sup>7</sup> A true and correct copy of the Notice of Default and Election to Sell recorded as Book and  
Instrument Number 20130312-0000847 is attached hereto as **Exhibit 7.**

<sup>8</sup> A true and correct copy of the Notice of Rescission recorded as Book and Instrument Number  
20130403-0001569 is attached hereto as **Exhibit 8.**

1 Sell Pursuant to the Lien for Delinquent Assessments was recorded by HOA Trustee, on behalf  
2 of the HOA.<sup>9</sup>

3       **20.** On or about April 30, 2013, Nationstar's predecessor-in-interest, through prior  
4 counsel Miles, Bauer, Bergstrom & Winters, LLP (hereinafter, "MBBW"), requested a current  
5 HOA super priority payoff demand and account ledger from the HOA Trustee.

6       **21.** Based on the information provided by the HOA Trustee, on or about May 8, 2013,  
7 MBBW, on behalf of Nationstar's predecessor-in-interest, delivered a check to the HOA Trustee  
8 in the amount of \$825.00.

9       **22.** This amount represented the super priority portion of the lien the HOA was  
10 claiming against the Property.

11       **23.** The HOA and HOA Trustee rejected the funds tendered by Nationstar's  
12 predecessor-in-interest without legal excuse.

13       **24.** Public records show that on February 12, 2014, a Notice of Foreclosure Sale was  
14 recorded against the Property by the HOA Trustee.<sup>10</sup>

15       **25.** Upon information and belief, pursuant to that Notice of Foreclosure Sale, a non-  
16 judicial foreclosure sale occurred on August 15, 2014 (hereinafter, the "HOA Sale"), whereby  
17 HOA Trustee conveyed its interest to HOA Buyer, if any, for the sum of \$63,100.00.<sup>11</sup>

18       **26.** Public records show that on June 9, 2015, a Deed was recorded against the  
19 Property whereby HOA Buyer transferred its interest in the Property, if any, to Subsequent  
20 Buyer.

21       **27.** Public records show that on June 9, 2015, a Deed was recorded against the  
22 Property where by Subsequent Buyer transferred its interest in the Property, if any, to Plaintiff.

23       **28.** At the time of the HOA Sale, the amount owed on the Hansen Loan exceeded  
24 \$400,000.00.

25 \_\_\_\_\_  
26 <sup>9</sup> A true and correct copy of the Notice of Default and Election to Sell recorded as Book and  
Instrument Number 20130408-0001087 is attached hereto as **Exhibit 9**.

27 <sup>10</sup> A true and correct copy of the Notice of Foreclosure Sale recorded as Book and Instrument  
Number 20140212-0001527 is attached hereto as **Exhibit 10**.

28 <sup>11</sup> A true and correct copy of the Foreclosure Deed recorded as Book and Instrument Number  
20140822-0002548 is attached hereto as **Exhibit 11**.

1           **29.**     Upon information and belief, at the time of the HOA Sale, the fair market value of  
2 the Property exceeded \$411,000.00.

3           **30.**     A homeowner's association sale conducted pursuant to NRS Chapter 116 must  
4 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168.

5           **31.**     A lender or holder of a beneficial interest in a senior deed of trust, such as  
6 Nationstar and its predecessors-in-interest in the Deed of Trust, has a right to cure a delinquent  
7 homeowner's association lien in order to protect its security interest in the Property.

8           **32.**     With respect to the HOA Sale, Nationstar's predecessor-in-interest exercised its  
9 right to cure by tendering the super-priority portion of the lien.

10          **33.**     Upon information and belief, the HOA and its agent, the HOA Trustee, did not  
11 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS  
12 116.31168.

13          **34.**     The above-stated Notice of Default did not "describe the deficiency in payment"  
14 in violation of NRS Chapter 116.

15          **35.**     The HOA Sale occurred without adequate notice to Nationstar, or its agents,  
16 servicers or trustees, what portion of the lien, if any, that the HOA claimed constituted a "super-  
17 priority" lien in light of the prior payment of the super-priority amount.

18          **36.**     The HOA Sale occurred without notice to Nationstar, or its predecessors, agents,  
19 servicers or trustees that the HOA would go forward with the HOA Sale notwithstanding  
20 Nationstar's predecessor's payment of the super-priority portion of the lien.

21          **37.**     The HOA Sale occurred without notice to Nationstar, or its predecessors, agents,  
22 servicers, or trustees, of a right to cure the delinquent assessment, or of the HOA's intention to  
23 sell a super-priority lien, if any remained, after the super-priority lien amount had, in fact, been  
24 tendered before publication of the Notice of Foreclosure Sale.

25          **38.**     The HOA Sale violated Nationstar's rights to due process because Nationstar was  
26 not given proper, adequate notice and the opportunity to cure the deficiency or default in the  
27 payment of the HOA's assessments and the super-priority lien, if any.

28          **39.**     The HOA Sale was an invalid sale and could not have extinguished Nationstar's

1 secured interest because of defects in the notices given to Nationstar, or its agents, servicers or  
2 trustees, if any.

3 **40.** Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs  
4 and fees that are specifically enumerated in the statute.

5 **41.** The attorney's fees and costs of collecting on a homeowner's association lien  
6 cannot be included in the super-priority lien.

7 **42.** Upon information and belief, the HOA assessment lien and foreclosure notices  
8 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not  
9 properly included in a super-priority lien under Nevada law and are not permissible under NRS  
10 116.3102 et seq.

11 **43.** Upon information and belief, the HOA foreclosure notices included improper fees  
12 and costs in the amount demanded.

13 **44.** The HOA Sale is unlawful and void under NRS 116.3102 et seq.

14 **45.** Nationstar's predecessor's tender of the super-priority portion of the lien  
15 eliminated the super-priority portion of the HOA lien and as such, any interest the Counter-  
16 Defendants purchased in the Property was subject to Nationstar's Deed of Trust.

17 **46.** Because Nationstar's predecessor tendered the 9 months super-priority portion of  
18 the lien, the HOA Sale is ineffective to displace Nationstar's first priority position under its Deed  
19 of Trust.

20 **47.** Since Counter-Defendants bought the Property subject to Nationstar's Deed of  
21 Trust, any interest Counter-Defendants claim is subject to that Deed of Trust.

22 **48.** Alternatively, the HOA Sale was an invalid sale and could not have extinguished  
23 Nationstar's secured interest because Nationstar's predecessor paid the super-priority portion of  
24 the HOA lien prior to the HOA Sale.

25 **49.** Alternatively, the HOA Sale is unlawful and void because the "opt-in" provision  
26 in NRS 116.3116 does not satisfy Constitutional Due Process safeguards under the 5<sup>th</sup> and 14<sup>th</sup>  
27 Amendment to the United States Constitution, nor Clause 1, Section 8 of the Nevada  
28 Constitution, so that the statute is unconstitutional on its face.

1           **50.**     NRS Chapter 116 is unconstitutional on its face and the HOA Sale is unlawful  
2 and void because the statutory scheme set forth in NRS 116.3116 et seq. constitutes a regulatory  
3 taking of private property without adequate compensation.

4           **51.**     NRS Chapter 116 is unconstitutional on its face as it lacks any express  
5 requirement for an HOA or its agents to provide notice of a foreclosure to the holder of a first  
6 deed of trust or mortgage.

7           **52.**     NRS Chapter 116 is unconstitutional on its face as it lacks any express  
8 requirement for an HOA or its agents to provide notice of the super-priority amount, if any, to  
9 the holder of a first deed of trust or mortgage or to accept tender of the super-priority amount or  
10 any amount from the holder.

11           **53.**     NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

12           **54.**     The HOA Sale deprived Nationstar of its right to due process because the  
13 foreclosure notices failed to identify that tender of the super-priority amount had been made, to  
14 adequately describe the deficiency in payment, to provide Nationstar notice of the correct super-  
15 priority amount if the amount tendered was inaccurate, and to provide a reasonable opportunity  
16 to satisfy that amount.

17           **55.**     A homeowner's association sale must be done in a commercially reasonable  
18 manner.

19           **56.**     The HOA breached its duties under NRS Chapter 116 when its lien went to sale  
20 without the HOA or the HOA Trustee disclosing that payment of the super-priority lien portion  
21 had been made, making the HOA Sale commercially unreasonable.

22           **57.**     The sales price at the HOA Sale is not commercially reasonable, and not done in  
23 good faith, when compared to the debt owed to Nationstar on the Hansen Loan and the fair  
24 market value of the Property.

25           **58.**     The HOA Sale by which Counter-Defendants took their interest was  
26 commercially unreasonable if it extinguished Nationstar's Deed of Trust.

27           **59.**     In the alternative, the HOA Sale was an invalid sale and could not have  
28 extinguished Nationstar's secured interest because it was not a commercially reasonable sale.

1           **60.**     By not providing Nationstar, or its agents, servicers or trustees, notice of the  
2 correct super-priority amount and a reasonable opportunity to satisfy that amount, by failing to  
3 accept tender of the super-priority amount and by failing to adequately describe the deficiency in  
4 payment as required by Nevada law, the HOA and HOA Trustee deprived Nationstar of its right  
5 to due process and made the HOA Sale commercially unreasonable.

6           **61.**     Because Nationstar, or its agents, servicers or trustees, was not given proper  
7 notice that the HOA intended to foreclose on a super-priority lien despite Nationstar's recorded  
8 request for notice and despite Nationstar's payment of the super-priority portion of the lien,  
9 Nationstar was not on notice that it had to attend the HOA Sale to protect its security interest.

10          **62.**     Because proper notice that the HOA intended to foreclose on the super-priority  
11 portion of the dues owing was not given, prospective bidders did not appear for the HOA Sale  
12 and allowed Counter-Defendants to appear at the HOA Sale and purchase the Property for a  
13 fraction of market value, making the HOA Sale commercially unreasonable.

14          **63.**     The circumstances of the HOA Sale of the Property breached the HOA's  
15 obligation of good faith under NRS 116.1113 and its duty to act in a commercially reasonable  
16 manner.

17          **64.**     Upon information and belief, Counter-Defendants are in the business of buying  
18 and selling real estate and/or are otherwise professional property purchasers, and either knew or  
19 should have known of defects with the HOA Sale and the sales price.

20          **65.**     Upon information and belief, Counter-Defendants had actual, constructive and/or  
21 inquiry notice of the First Deed of Trust, which prevents them from being deemed bona fide  
22 purchasers for value.

23          **66.**     Upon information and belief, Counter-Defendants knew or should have known  
24 that they would not be able to obtain insurable title to the Property as a result of the HOA Sale.

25          **67.**     The circumstances of the HOA Sale of the Property and Counter-Defendants'  
26 status as professional property purchasers, prevents them from being deemed a bona fide  
27 purchaser for value.

28          **68.**     As a direct and proximate result of the foregoing, Counter-Defendants are not



1 and the CC&R's to assure due process to Nationstar, and therefore the HOA Sale is void and  
2 should be set aside or rescinded.

3 77. Based on the adverse claims being asserted by the parties, Nationstar is entitled to  
4 a judicial determination regarding the rights and interests of the respective parties to the case.

5 78. For all the reasons set forth, Nationstar is entitled to a determination from this  
6 Court, pursuant to NRS 40.010, that Nationstar is the beneficiary of a Deed of Trust that still  
7 encumbers the Property as of the date of the court's determination, and that Nationstar's rights  
8 under the deed of trust are superior in the chain of title to the interest of all Counter-Defendants.

9 79. In the alternative, if it is found under state law that Nationstar's interest could  
10 have been extinguished by the HOA sale, for all the reasons set forth above and in the General  
11 Allegations, Nationstar is entitled to a determination from this Court, pursuant to NRS 30.010  
12 and NRS 40.010, that the HOA Sale is unlawful and void and conveyed no legitimate interest to  
13 Counter-Defendants.

14 80. Nationstar has furthermore been required to retain counsel and is entitled to  
15 recover reasonable attorney's fees for having brought the underlying action.

16 **SECOND CAUSE OF ACTION**

17 **(Preliminary and Permanent Injunctions versus Counter-Defendants)**

18 81. Nationstar incorporates by reference the allegations of all previous paragraphs, as  
19 if fully set forth herein.

20 82. As set forth above, Counter-Defendants may claim an ownership interest in the  
21 Property that is adverse to Nationstar.

22 83. Any sale or transfer of the Property, prior to a judicial determination concerning  
23 the respective rights and interests of the parties to the case, may be rendered invalid if  
24 Nationstar's Deed of Trust still encumbered the Property in first position and was not  
25 extinguished by the HOA Sale.

26 84. Nationstar has a reasonable probability of success on the merits of the  
27 Counterclaim, for which compensatory damages will not compensate Nationstar for the  
28 irreparable harm of the loss of title to a bona fide purchaser or loss of the first position priority





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7. For a preliminary injunction that Counter-Defendants, their successors, assigns, and agents pay all taxes, insurance and homeowner's association dues during the pendency of this action;
8. For a preliminary injunction that Counter-Defendants, their successors, assigns, and agents be required to segregate and deposit all rents with the Court or a Court-approved trust account over which Counter-Defendants have no control during the pendency of this action;
9. For general damages in an amount in excess of Ten Thousand Dollars
10. For special damages, in an amount not yet liquidated;
11. For attorney's fees;
12. For costs of incurred herein, including post-judgment costs; and
13. For any and all further relief deemed appropriate by this Court.

DATED this 2<sup>nd</sup> day of June, 2016

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention, Nationstar  
Mortgage, LLC*

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**AFFIRMATION**

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **DEFENDANT IN INTERVENTION NATIONSTAR MORTGAGE, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIM** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 2<sup>nd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

*/s/ Edgar C. Smith, Esq.*  
\_\_\_\_\_  
Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCPC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 2<sup>nd</sup> day of June, 2016, I did cause a true copy of **DEFENDANT IN INTERVENTION NATIONSTAR MORTGAGE, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIM** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9.

Joseph Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorneys for Plaintiff*

/s/ Allison Zeason  
An Employee of WRIGHT, FINLAY & ZAK, LLP

**Exhibit 1**

**Exhibit 1**

**Exhibit 1**

20030731  
.04442

# STATE OF NEVADA DECLARATION OF VALUE

78

1. Assessor Parcel Number(s):

- a) 191-13-211-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument# \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

2. Type of Property:

- a)  Vacant Land
- b)  Single Family Residence
- c)  Condo/Townhouse
- d)  2-4 Plex
- e)  Apartment Building
- f)  Commercial/Industrial
- g)  Agricultural
- h)  Mobile Home
- i)  Other

GA

- 3. Total Value/Sales Price of Property: \$379,311.02
- 4. Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_
- 5. Transfer Tax Value: \$379,311.02
- 6. Real Property Transfer Tax Due: \$971.25

7. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b) Explain Reason for Exemption: \_\_\_\_\_

8. Partial Interest: Percentage being transferred: \_\_\_\_\_%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: GRANTOR

Signature [Signature] Capacity: GRANTEE

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: DEL WEBB COMMUNITIES, INC.  
 Address: 11500 SOUTH EASTERN AVENUE  
 City: HENDERSON  
 State: NEVADA Zip: 89052

Print Name: [Signature]  
 Address: 3763 W. T. Sage Dr.  
 City: Henderson  
 State: NV Zip: 891052

**COMPANY/PERSON REQUESTING RECORDING**

LAWYERS TITLE OF NEVADA, INC. ESCROW NO.: 03-05-1663-A2  
 1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS  
 LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

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20030731  
04442

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF  
LAWYERS TITLE OF NEVADA

07-31-2003 14:00 CDB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052  
R.P.T.T. \$ 971.25

3

LAND AMERICA / LAWYERS TITLE:  
WHEN RECORDED RETURN TO &  
MAIL TAX STATEMENTS TO:  
City First Mfg Serv.  
379 W. 5003.  
Councl Bl, UT 84010

FEE: 16.00  
RPTT: 971.25

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE WITNESSETH: That DEL WEBB COMMUNITIES, INC., an Arizona Corporation, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE  
AS JOINT TENANTS

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

20030731  
.04442

APN: 191-13-011-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

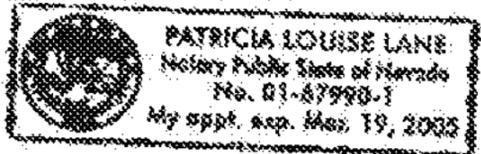
BY: [Signature]  
S. O'CONNOR, Vice President

STATE OF NEVADA            )  
  )ss:  
COUNTY OF CLARK         )

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC in and for said County and State.



20030731  
.04442

ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM  
UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats,  
Page 80, in the Office of the County Recorder, Clark County, Nevada.

**Exhibit 2**

**Exhibit 2**

**Exhibit 2**



20040722-0003507

Fee \$30.00  
07/22/2004 10 32 20 Y200400055760  
Rev. UNIFORM TITLE OF NEVADA  
Frances Deane  
Clark County Recorder Pg. 17

24



After Recording Return To:  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48068  
FINAL DOCUMENTS, MAIL STOP W-530-1

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN  
1101 W MOORE, SUITE 2, RENO, NV 89509.

APR #: 191-13-011-052

4/26/2004 [Space Above This Line For Recording Date]

DEED OF TRUST

VI WBCD LOAN # 500185232

MIN 100052550018523257

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 15, 2004, together with all Riders to this document.

(B) "Borrower" is GORDON B. HANSEN, An Unmarried Man.

Borrower is the trustor under this Security Instrument.

Initials:

VI WSCD LOAN # 500185232

(C) "Lender" is WESTERN THRIFT & LOAN.

Lender is a FEDERALLY CHARTERED SAVINGS BANK, under the laws of NEVADA. 1101 W MOANA, SUITE 2000, NV 89509.

organized and existing Lender's address is

(D) "Trustee" is JOHN R. ANDERSON.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2028, Flint, MI 48501-2028, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2004. The Note states that Borrower owes Lender \*\*\*\*\*FOUR HUNDRED THIRTY SIX THOUSAND AND 20/100\*\*\*\*\* Dollars (U.S. \$436,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2034.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) (specify)

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 9.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Initials: TBA

VI MRCB LOAN # 500198232

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ COURT

[Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction];

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.  
APN #: 191-13-811-052

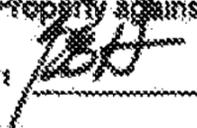
which currently has the address of 2763 White Sage Dr, Henderson,

[Street] [City]

Nevada 89052 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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VI WRCD LOAN # 500185232

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

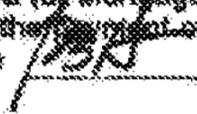
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

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Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 9.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) consents to the lien

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in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole

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obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

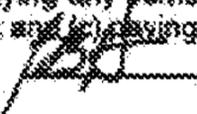
6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, ordering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

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provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

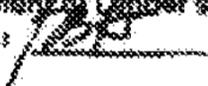
In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

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interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

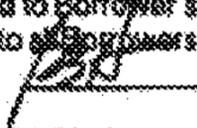
13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

Initials: 

v1 NCCD LOAN # 500185232

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration has occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured

Initials: *BN*

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3028 1/01

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Page 11 of 14

NVEDED: 0460

07-14-2004 15:01

V1 WCD LOAN # 500185232

by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

Initials: *[Signature]*

VI WBCD LOAN # 580185232

of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

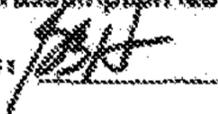
If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$/a.

Initials: 

VI WCD LOAN # 500185232  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Gordon Hansen* (Seal)  
GORDON HANSEN

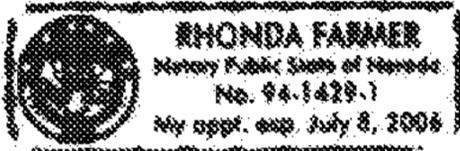
State of NEVADA  
County of CLARK

This instrument was acknowledged before me on JULY 16, 2004 (date)  
by Gordon Hansen

(name(s) of person(s)).

(Seal, if any)

*Rhonda Farmer*  
(Signature of notarial officer)



Title (and rank): NOTARY PUBLIC

VI WBCD LOAN # 500185232  
MIN: 100052550018523257

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of JULY, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration")  
The Property is a part of a planned unit development known as sun city anthem

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire hazards

Initials: *[Signature]*

VI WBCD LOAN # 500105232

included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

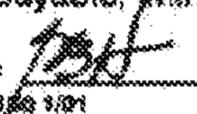
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: 

MULTI-STATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3120 1/01

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Page 2 of 3

F3150RLU 0305

07-14-2006 15:01

VI WSCD LOAN # 590185232  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FUD Rider.

  
\_\_\_\_\_  
GORDON KARSEN (Seal)

**Exhibit 3**

**Exhibit 3**

**Exhibit 3**

Inst #: 201204120001883  
 Fees: \$18.00  
 N/C Fee: \$0.00  
 04/12/2012 01:18:36 PM  
 Receipt #: 1128316  
 Requestor:  
 FIRST AMERICAN  
 Recorded By: SOL Pgs: 2  
 DEBBIE CONWAY  
 CLARK COUNTY RECORDER

Recording Requested By:  
 Bank of America  
 Prepared By: Diana De Avila  
 888-603-9011  
 When recorded mail to:  
 CoreLogic  
 450 E. Boundary St.  
 Attn: Release Dept.  
 Chapin, SC 29036



DocID# 4068258423414993  
 Tax ID: 191-13-811-052  
 Property Address:  
 2763 White Sage Dr  
 Henderson, NV 89052-7993  
 NV9-ADT 17710927 4/2/2012

2

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MIN #: 100052550018523257 MERS Phone #: 888-679-6377

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 9062 OLD ANNAPOLIS, COLUMBIA, MD 21045 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: WESTERN THRIFT & LOAN  
 Made By: GORDON B. HANSEN, AN UNMARRIED MAN  
 Trustee: JOAN H. ANDERSON  
 Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0603507

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on APR 04 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Yvonne Crain  
 Yvonne Crain  
 Assistant Secretary

State of California  
County of Ventura

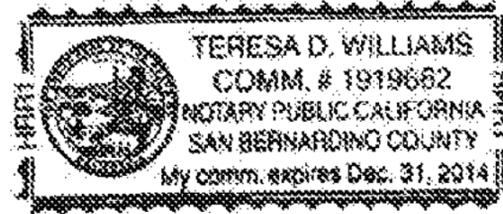
On APR 04 2012 before me, Teresa D. Williams, Notary Public, personally appeared  
YOUDA CHAIN

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity  
(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Teresa D. Williams  
Notary Public: Teresa D. Williams (Seal)  
My Commission Expires: 12-31-2014



DocID# 4068258423414993

**Exhibit 4**

**Exhibit 4**

**Exhibit 4**

Inst #: 20140909-0000974  
Fees: \$18.00  
N/C Fee: \$0.00  
09/09/2014 11:08:50 AM  
Receipt #: 2145472  
Requestor:  
CORELOGIC  
Recorded By: MJM Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Recording Requested By:  
Bank of America  
Prepared By: Ralph Flores  
800-444-4302

When recorded mail to:  
CoreLogic  
Mail Stop: ASGN  
1 CoreLogic Drive  
Westlake, TX 76262-0823



DocID# 9028258423410976

Tax ID: 191-13-811-052

Property Address:  
2763 White Sage Dr  
Henderson, NV 89052-7093  
NVAADJ 2001073 2002014 0909097

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### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is C/O BAC, M/C: CAG-914-01-43, 1800 Tapa Canyon Road, Simi Valley, CA 93063 does hereby grant, sell, assign, transfer and convey unto WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK whose address is C/O BAC, M/C: CAG-914-01-43, 1800 Tapa Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS

Made By: GORDON B. HANSEN, AN UNMARRIED MAN

Trustee: JOAN H. ANDERSON

Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

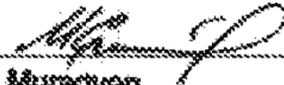
Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0003507

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~AUG 21 2014~~

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP

By:   
Srul Muradyan  
Assistant Vice President

State of California  
County of Ventura

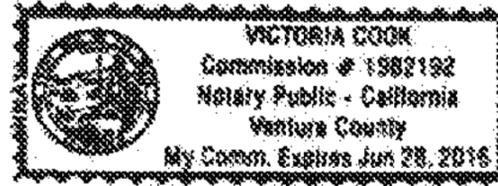
On AUG 21 2014 before me, Victoria Cook, Notary Public, personally appeared Srbul Muradyan who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public: Victoria Cook  
My Commission Expires: 6/28/16



(Seal)

DocID# 9028258423410976

**Exhibit 5**

**Exhibit 5**

**Exhibit 5**

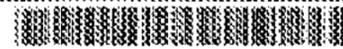
2

Inst #: 20141201-0000518  
Fees: \$18.00  
N/C Fee: \$0.00  
12/01/2014 09:00:43 AM  
Receipt #: 2235133  
Requestor:  
NATIONSTAR MORTGAGE  
Recorded By: SAO Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:  
Nationstar Mortgage

When Recorded Return To:  
DOCUMENT ADMINISTRATION  
Nationstar Mortgage  
2617 COLLEGE PARK  
SCOTTSBLUFF, NE 69361



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada  
SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014  
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067  
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN, To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN  
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said  
\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATTO1NATNA0000000000000000521899\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/24/14

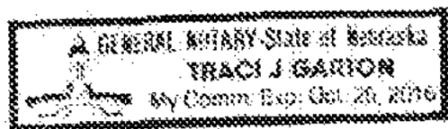
By: Nisha Dietrich  
Nisha Dietrich  
Assistant Secretary

STATE OF Nebraska  
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton  
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton  
Notary Expires 10/26/2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NAT01NATNA00000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

**Exhibit 6**

**Exhibit 6**

**Exhibit 6**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201212140001338  
Fees: \$17.00  
N/C Fee: \$0.00  
12/14/2012 09:37:58 AM  
Receipt #: 1421601  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**Accommodation**

**LIEN FOR DELINQUENT ASSESSMENTS**

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

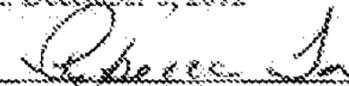
**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:  
2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:  
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is \*\*\$925.76.  
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.  
\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

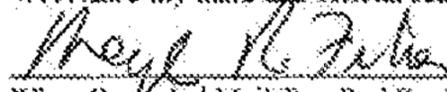
Dated: December 5, 2012

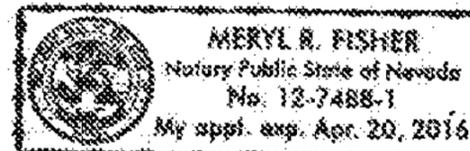
  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK        )

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



**Exhibit 7**

**Exhibit 7**

**Exhibit 7**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV, 89052  
Title Order Number: 3234

Inst #: 201303120000847  
Fees: \$17.00  
N/C Fee: \$0.00  
03/12/2013 08:55:30 AM  
Receipt #: 1529577  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121314, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

*Eugene Watson*  
Prepared By Eugene Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

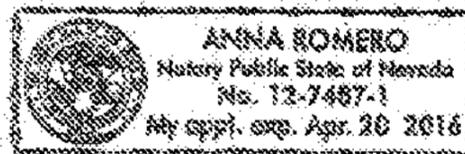
Dated: March 7, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 7, 2013, before me, personally appeared Eugene Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Anna Romero*  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



**Exhibit 8**

**Exhibit 8**

**Exhibit 8**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201304030001569  
Fees: \$17.00  
N/C Fee: \$0.00  
04/03/2013 11:28:14 AM  
Receipt #: 1560335  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: SUO Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF RESCISSION**

*Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HERBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,  
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said item: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013

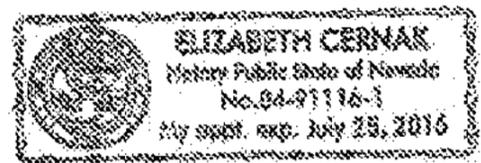
Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA }  
COUNTY OF CLARK }

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119



**Exhibit 9**

**Exhibit 9**

**Exhibit 9**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052  
Title Order Number: 39334 *RS*

Inst #: 201304080001087  
Fees: \$17.00  
N/C Fee: \$0.00  
04/08/2013 09:51:08 AM  
Receipt #: 1555431  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MAT Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on ~~03/18/2012~~ in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 192 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.65. This amount will continue to increase until paid in full.

*Evangel Watson*  
Prepared By Evangel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

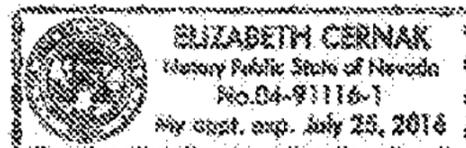
Dated: April 4, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On April 4, 2013, before me, personally appeared Evangel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Elizabeth Cernak*  
When Recorded Red Rock Financial Services  
Mail To: 4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
702-932-0287



**Exhibit 10**

**Exhibit 10**

**Exhibit 10**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Inst #: 201402120001527  
Fees: \$18.00  
N/C Fee: \$0.00  
02/12/2014 09:08:29 AM  
Receipt #: 1930419  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: MAT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF FORECLOSURE SALE**  
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

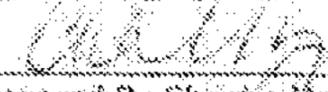
**NOTICE IS HEREBY GIVEN:** That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052  
File Number: R809834  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

Dated: February 11, 2014

  
Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK         )

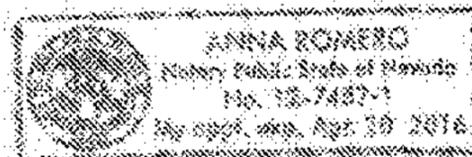
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:  
Red Rock Financial Services  
4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
(702) 483-2996 or (702) 932-6887



**Exhibit 11**

**Exhibit 11**

**Exhibit 11**

③-1

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1005.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

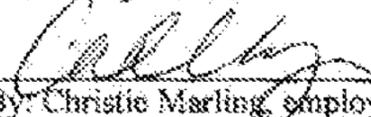
The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 03/12/2013 as instrument number 0000847 Book 20130312, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: Opportunity Homes, LLC (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: August 18, 2014

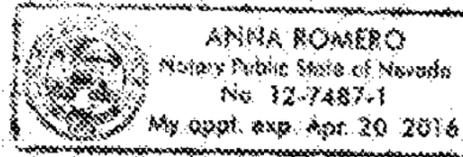
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK         )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

# STATE OF NEVADA DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

### 2. Type of Property:

- |                             |               |  |                 |
|-----------------------------|---------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land   | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Townhse | d) <input type="checkbox"/>            | 2-4 Plex        |
| e) <input type="checkbox"/> | Apt. Bldg.    | f) <input type="checkbox"/>            | Comm/Inst.      |
| g) <input type="checkbox"/> | Agricultural  | h) <input type="checkbox"/>            | Mobile Home     |
| i) <input type="checkbox"/> | Other         |  |                 |

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>11</u>

### 3. Total Value/Sales Price of Property:

\$ 63,000.<sup>00</sup>  
 Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
 Transfer Tax Value: \$ 353,529.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~22,125~~ 1,805.40

### 4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.050, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

### 5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

### BUYER (GRANTEE) INFORMATION

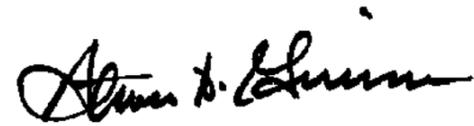
(REQUIRED)  
 Print Name: Red Rock Financial Services  
 Address: 4775 West Toca Ave #140  
 City: Las Vegas  
 State: NV Zip: 89118

(REQUIRED)  
 Print Name: Opportunity Homes, LLC  
 Address: 2887 Windrid Parkway, #145  
 City: Henderson  
 State: NV Zip: 89074

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)  
 Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)



CLERK OF THE COURT

1 **CRCM**  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention/Cross-Claimant,*  
5 *In Proper Person*

6 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

8 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMI JACK IRREVOCABLE  
9 TRUST,

10 Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
13 INC.; DOES 1 through X and ROE  
BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM  
FOR QUIET TITLE AGAINST SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC. (HOA)**

15  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

19 JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
20 limited liability company; F. BONDURANT,  
LLC, a Nevada limited liability company;  
21 DOES I through X, inclusive; and ROE  
CORPORATIONS XI THROUGH XX,  
22 inclusive,

23 Counter-Defendants  
24

1 NONA TOBIN, an individual, Trustee of the  
2 GORDON B. HANSEN TRUST, dated  
3 8/22/08

4 Cross-Claimant,

5 vs.

6 SUN CITY ANTHEM COMMUNITY  
7 ASSOCIATION, INC., DOES 1-10, and ROE  
8 CORPORATIONS 1-10, inclusive,

9 Cross-Defendants.

10 **CROSSCLAIM**

11 COMES NOW, Defendant-In-Intervention/Cross-Claimant, NONA TOBIN, Trustee of  
12 the Gordon B. Hansen Trust, (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and  
13 hereby submits her cross claim for quiet title against SUN CITY ANTHEM COMMUNITY  
14 ASSOCIATION, INC ("*Cross-Defendant*" OR "*HOA*") as follows:

15 **I.**

16 **PARTIES**

17 1. Cross-Claimant, NONA TOBIN, is an Individual, and is a resident of Sun City  
18 Community Association, Inc. (Herein "*HOA*") Henderson, Nevada. TOBIN is a both a  
19 beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH TRUST*"), dated  
20 8/22/08, the titleholder of the Subject Property at the time of the disputed foreclosure sale  
21 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

22 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC is a  
23 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. The HOA  
24 managed its business entirely through HOA AGENTS under contract from inception until the

1 HOA went to self-management on April 1, 2016.

2 3. There were two companies under contract during all times relevant to this claim: a)  
3 RMI Management, LLC (“*RMP*”) pursuant to the February 26, 2010 HOA Management contract  
4 signed by Kevin Wallace, RMI President; and b) FirstService Residential, Nevada, LLC (“*FSR*”)  
5 pursuant to the March 31, 2014 HOA Management contract to provide exclusive management  
6 agency.

7 4. The HOA signed a contract on April 27, 2012 with “Red Rock Financial Services, a  
8 FirstService Residential Management Company” to be its authorized agent for debt collection  
9 and as its trustee for foreclosure proceedings”.

10 5. Notably, prior to April, 2012, Red Rock Financial Services (Herein “*RRFS*”) handled  
11 these functions, but only pursuant to HOA Board policy dated 7/1/09;

12 6. *RRFS* has never defined itself in any relevant debt collection or foreclosure  
13 documents related to this case, as Red Rock Financial Services, LLC” which is a separate legal  
14 entity registered with the Nevada Secretary of State as a foreign corporation approved to conduct  
15 business in Nevada since August 29, 2011; and

16 7. Since 2006, *FSR* has carried the only NRS 649 debt collector license d/b/a Red Rock  
17 Financial Services.

18 8. *RMI*, *FSR* and *RRFS* will be referred to herein collectively as “*HOA AGENTS*”.  
19 Distinguishing their legal status, conformance with HOA contracts and fiduciary duty, regardless  
20 of overlapping fictitious names and licensing, is left to the HOA to determine. This  
21 determination will only be necessary if the HOA decides to align itself with HOA Agents against  
22 Cross-Claimant *TOBIN*’s motion to void the HOA sale as fraudulently conducted by HOA  
23 Agents usurping the HOA’s authority.

24 9. Counter-Defendants *DOES* 1-10, and *ROE CORPORATIONS* 1-10 are unknown at

1 this time. Cross-Claimant expressly reserves the right to add additional parties when and if the  
2 names of such parties become available.

3 **II.**

4 **VENUE AND JURISDICTION**

5 10. The Subject Property that is the subject of this civil action is commonly known as:  
6 2763 White Sage Drive, Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject*  
7 *Property*”).

8 11. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this  
9 Court. Venue is proper because the Subject Property involved in this case is located in the Sun  
10 City Anthem Community Association, Inc. whose authority to foreclose is granted to it by NRS  
11 116 et seq., and because the disputed HOA sale giving rise to Cross-Claimant’s claims occurred  
12 in Clark County, Nevada.

13 12. This Court, sitting in equity, has the authority to quiet title to Cross-Claimant, and to  
14 unwind and nullify all title changes precipitated by the fatally-flawed, statutorily-noncompliant  
15 HOA sale.

16 13. If this Court determines that the HOA sale is null and void as it was conducted  
17 improperly and/or was legally deficient in other ways, this Court has the authority to return  
18 equitable title, ownership and possession to the Gordon B. Hansen Trust “GBH TRUST”, as the  
19 titleholder on August 15, 2014 at the time of the sale, subject to whatever liens as may be  
20 determined later as valid to encumber the legal title.

21 14. This Court is not bound by the provisions of NRS 38.310(2) as these claims involve  
22 title to real property, and thus, retains jurisdiction.

23 15. Cross-defendant HOA is a necessary party to, and this Cross-claim is a necessary  
24 component of, the determination of which party in the consolidated A-15-720032 case should

1 receive quiet title.

2 16. Whether Plaintiffs Stokes d/b/a Jimijack's or TOBIN's claims to title, possession and  
3 ownership rights in the Subject Property prevail is contingent on whether the HOA sale is  
4 voided, and the HOA was named as a party in the Plaintiffs' original complaint.

5 17. Cross-claims herein assert that there was fraud on the part of HOA Agents and  
6 collusion between them and others, including Plaintiffs, to fraudulently transfer title to Plaintiffs  
7 Stokes d/b/a Jimijack to the detriment of both TOBIN, the GBH TRUST, and the HOA.

8 18. The HOA has rebuffed TOBIN's attempts to informally resolve the matter, although  
9 she remains willing to do so in any manner which is non-prejudicial to her vis-à-vis Plaintiffs.

10 **II.**

11 **STATEMENT OF FACTS**

12 19. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
13 herein.

14 20. The Gordon B. Hansen Trust, dated August 22, 2008, became the owner of the Subject  
15 Property on August 27, 2008, and the GBH TRUST retained the title until the disputed HOA  
16 foreclosure sale on August 15, 2014.

17 21. On January 14, 2012, Grantor Gordon Hansen died after a protracted illness, and the  
18 Subject Property went to his heirs, son Steve Hansen and fiancée Nona TOBIN, who were equal  
19 beneficiaries under the terms of the sole amendment (August 10, 2011) to the GBH TRUST.

20 22. Nona TOBIN, became the Successor Trustee of the GBH TRUST upon the Grantor's  
21 death.

22 23. Hansen's address of record had been at 2664 Olivia Heights Ave., a residence also in  
23 the HOA which has been TOBIN's residence from 2004 to the present.

1       24.    When Mr. Hansen died, he was current on his loans, taxes, insurance and homeowner  
2 assessments (HOA dues) related to the Subject Property.

3       25.    In 2012, Las Vegas Valley Subject Property values were at a low point, and there were  
4 lots of distressed “under water” properties that owners were abandoning or vandalizing and  
5 banks were refusing to protect, thereby creating a serious blight on many neighborhoods  
6 throughout the valley.

7       26.    Rather than abandon the Subject Property or to allow it to fall into disrepair and  
8 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain  
9 rent-free as caretakers after Hansen’s death.

10      27.    Within a few weeks of Hansen’s death, TOBIN listed the Subject Property for a short  
11 sale with “Proudfit Realty,” and it was on the market for 459 days, during which TOBIN was  
12 subjected to abusive collection practices and bizarre behavior by servicing Bank of America  
13 (“BOA”) which resulted in two sales that fell out of escrow.

14      28.    TOBIN paid the HOA dues for the Subject Property through September 30, 2012.

15      29.    The first quarter of nonpayment of HOA dues began October 1, 2012, and the first  
16 day of actual and continuing delinquency was October 31, 2012.

17      30.    HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on  
18 the Lien and notices of Default and Election to Sell (“NODES”), that there were no payments  
19 since July 1, 2012.

20      31.    TOBIN’s \$300.00 check #143 to pay the 7/1/12 quarter + late fees was hand delivered  
21 with a \$300.00 check (#142) for TOBIN’s residence.

22      32.    Check #142 for TOBIN cleared the bank on 8/23/12.

23      33.    Check 143 for the Subject Property cleared the bank on 10/23/12 and was not credited  
24 by FSR until 11/9/12.

1 34. Check 143 was credited by RRFS in RRFS ledger on 10/18/12, but RRFS did not  
2 remove any of the erroneous collection charges.

3 35. On 11/5/12, RRFS sent a notice to the property (2763 White Sage) stating they  
4 received TOBIN's letter regarding the Owner's death, but did not send the notice to the dead  
5 Owner's address of record, which was TOBIN's residence – 2664 Olivia Heights, which is the  
6 address also listed on the check.

7 36. RRFS claimed in the notice that RRFS was authorized to collect for the HOA and that  
8 (falsely) \$495.36 was due.

9 37. Because HOA AGENTS did not correctly process TOBIN's check (\$300.00 for July 1  
10 \$275.00 dues + July 31 \$25.00 late fee for Subject Property) delivered to the HOA on August 17,  
11 2012 (together with her properly-processed HOA dues check for TOBIN's residence), the Subject  
12 Property was erroneously placed prematurely into collections on September 17, 2012, 43 days  
13 before the first day of actual delinquency.

14 38. The HOA AGENTS falsely informed the HOA Board and recorded the wrong date  
15 and amount of default in all notices, falsely claiming the account was delinquent as of July 1,  
16 2012, and that as of October 31, 2012 (the first date of actual delinquency) that the assessment  
17 balance was \$382.26.

18 39. The original error was never corrected, and in fact, compounded over time due to the  
19 HOA AGENTS' failure to properly apply payments to dues first then fees, and adding  
20 unauthorized charges.

21 40. TOBIN notified HOA Agents that the owner had died and that she had listed the  
22 property for sale.

1 41. TOBIN gave all notices she received from HOA AGENTS to the Realtors to handle as  
2 part of the multiple escrows, but TOBIN was too overwhelmed by the abusive practices of BANA  
3 to notice the details of the erroneous claims of RRFS.

4 42. Both Realtors, PROUDFIT and LEIDY, regularly communicated with HOA Agents  
5 and processed the RRFS collection demands which were sent to the first servicing bank, BOA  
6 and, after December 1, 2013, to the new servicing bank, NATIONSTAR, during the various  
7 escrows.

8 43. RRFS was very aware of the multiple contingency sales that fell out of escrow because  
9 they expedited at least three payoff demands (charging \$150 each against the Subject Property's  
10 collection account) when Proudfit was the listing agent, and more when BHHS had the listing.

11 44. Notwithstanding, TOBIN attempted to minimize deterioration of the Subject Property  
12 which she believed to be solely in the financial interest of the Bank, but BOA refused to protect  
13 the Subject Property, engaged in abusive debt collection practices, which included robo-calling  
14 TOBIN's residence up to 500 times while simultaneously refusing to close multiple escrows, and  
15 ultimately, refused to accept TOBIN's offer of a deed in lieu in July, 2013.

16 45. TOBIN continued to pay HOA dues until there was a contingency short sale and  
17 escrow opened; TOBIN evicted the caretakers so the prospective purchasers could move in early  
18 October, 2012.

19 46. TOBIN had the Subject Property listed with Berkshire Hathaway Home Services  
20 ("BHHS") from 2/20/14 through 10/31/14, and the actual buyer at the HOA sale was BHHS  
21 Realtor, Thomas Lucas ("LUCAS") who had insider information that rendered him a *non-bona*  
22 *fide* purchaser for value and rendered the HOA sale a non-arms-length transaction.

23 47. The purported buyer at the HOA sale was Opportunity Homes, LLC, and is the alter  
24 ego of BHHS agent LUCAS.

1 48. TOBIN alleges LUCAS illegally formed Opportunity Homes, LLC as a sham entity to  
2 cover his purchase of HOA foreclosure properties, and such conduct is illegal or unethical for a  
3 licensed BHHS Realtor.

4 49. TOBIN discovered the HOA sale had occurred only after the fact, verbally, from  
5 LEIDY, and never received notice herself, written or verbal, that the HOA sale was to be held, or  
6 had been held by the HOA or HOA AGENTS.

7 50. All the title rights of the GBH TRUST to the Subject Property were taken without  
8 notice which had been requested.

9 51. The HOA foreclosure sale violated Nevada law, and was procedurally defective, and  
10 thus, null, and *void*.

11 52. That the HOA sale was void and commercially unreasonable as the Subject Property  
12 was purchased at the HOA sale for less than 20% of the fair market value by LUCAS, a licensed  
13 Realtor with specific knowledge of the issues with the chain of title, and subsequent purchasers  
14 were co-conspirators in the fraudulent re-conveyance of the Subject Property to the Plaintiffs.

15 53. That HOA AGENTS illegally held the HOA sale on August 15, 2014 after notifying the  
16 Ombudsman on May 15, 2014, that February 12, 2014 Notice of Sale (NOS) was cancelled,  
17 resulting in there being no valid NOS was in effect at the time of the sale.

18 54. That HOA AGENTS withheld and/or provided false information to enforcement to  
19 evade detection of their illegal acts which resulted in conducting a foreclosure sale without  
20 statutorily required notice.

21 55. That HOA AGENTS' unlawful foreclosure sale caused damages to Cross-Complainant  
22 by the loss of title, possession, and use of Subject Property.

23 56. That the 8/22/14 Foreclosure Sale Deed is void as it was based on the 3/12/13 Notice of  
24 Default that HOA Agents had rescinded, and on a 4/3/13 that was not in effect on 8/22/14.

1 **FIRST CAUSE OF ACTION:**

2 **QUIET TITLE AND EQUITABLE RELIEF**  
3 **THE HOA SALE IS VOID AS IT WAS STATUTORILY NON-COMPLIANT**

4 57. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
5 forth herein.

6 58. The HOA did not conduct an equitable, Constitutionally-valid foreclosure sale in  
7 compliance with the mandatory pre-requisites and conditions defined in the governing statutes  
8 NRS (2013) 116.31162-NRS 116.31168, NRS 38.310(a), NRS 116.31085, *et seq.*

9 59. NRS 116.3116 was violated by HOA AGENTS in that the December 14, 2012 Lien  
10 included unauthorized and erroneous charges. **(Exhibit 1).**

11 60. NRS 116.31162 was violated by HOA AGENTS in that the non-conforming notices  
12 were not consistently, or timely, sent to the Owner's address of record, and the pattern resulted in  
13 the unfair removal of the owners' Subject Property rights without due process and for the unjust  
14 enrichment of HOA AGENTS and their confederates. **(Exhibits 2 and 3).**

15 61. There are defects with the notice of sale that rendered it invalid: 1) LEIDY had  
16 previously received four requested notices of changes to the original March 7, 2014 sale date, but  
17 was not notified of the date and time (as requested) when the sale did, in fact, occur; 2) HOA  
18 AGENTS falsely told Nevada enforcement agents that the Notice of Sale was canceled on May  
19 15, 2014 because the "owner was retained." **(Exhibit 4).**

20 62. NRS 116.31164 was violated by HOA AGENTS in that, 1) oral postponement of the  
21 sale exceeded NRS 107.082(2) limits; 2) that HOA AGENTS structured the collection and  
22 foreclosure process for their own unjust enrichment instead of exclusively for the benefit of the  
23 HOA which had the statutory right to bid on and own the Subject Property, sue or take other  
24 actions beside foreclosure; and, 3) that Violated Section 3(b) by failing to deliver a copy of the

1 Foreclosure Deed to the Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30  
2 days after the sale.

3 63. This intentional failure allowed HOA AGENTS to keep covert the fact that they held  
4 the HOA sale illegally after cancelling the Notice of Sale (NOS) on May 15, 2014, because the  
5 “owner was retained.” **(Exhibit 5).**

6 64. NRS 116.31085 governs limitations on power of executive board to meet in executive  
7 session; procedure governing hearings on alleged violations; requirements concerning minutes of  
8 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA  
9 Board did not hold a hearing allowing; b) presentation of evidence c) right to counsel, d) the  
10 right to present witnesses or comply with section (5)...provide even “the minimum protections  
11 that the executive board must provide before it may make a decision. The provisions of  
12 subsection 4 do not preempt any provisions of the governing documents that provide greater  
13 protections.”

14 65. The HOA violated and continues to violate section (6) “The executive board shall  
15 maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation  
16 and, upon request, provide a copy of the decision to the person who was subject to being  
17 sanctioned at the hearing or to the person's designated representative” in that they refuse direct  
18 requests from the affected individual’s representative wrongly claiming to be bound by  
19 unspecified NRS 116 provisions requiring confidentiality of all executive session discussions  
20 with no exceptions. **(Exhibit 6).**

21 **The HOA Sale Is Null and Void For Noncompliance with HOA Governing Documents**  
22 **and HOA Board Policy**

23 66. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
24 herein.

1 67. Cross-Claimant was damaged and suffered the loss of the Subject Property without  
2 being provided due process because the HOA failed to conform to the procedural due process  
3 requirements mandated by their Governing Documents, their HOA Rules and Regulations, and  
4 their Resolution Establishing the Governing Documents Enforcement Policy & Process.  
5 **(Exhibits 7, 8, 9).**

6 68. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s  
7 November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy &  
8 Process, were not utilized in this case, resulting in further procedural due process violations  
9 against TOBIN which contribute to the justification for voiding the HOA sale. **(Exhibit 10).**

10 69. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was  
11 held, a Notice of Sanctions was sent to TOBIN’s residence, notifying the owner of the Subject  
12 Property of the procedural due process being offered to address an allegation of dead plants on  
13 the Subject Property, an outstanding example of how the process was supposed to be handled  
14 when done correctly and how well HOA AGENTS knew to apply the procedure for handling  
15 allegations of CC&R violations when applied to trivial violations.

16 70. The HOA Board, as a standard practice, made the most momentous decision about the  
17 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to  
18 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small  
19 claims court, or d) to foreclose thereby issuing the ultimate sanction of completely losing the  
20 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent  
21 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS), which were false.

22 71. That HOA Agents are financially incentivized to disregard the HOA member’s rights  
23 to due process and to manipulate the HOA Board into essentially having only a “kangaroo court”  
24 for collections issues.

1 72. The HOA and HOA AGENTS must conform to the very specific steps “that provide  
2 greater protections” and are required whenever there is an allegation that a homeowner has  
3 violated the governing documents that may result in a sanction, e.g., 1) notice of the violation  
4 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a  
5 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it  
6 once.

7 73. None of these greater protections were offered to TOBIN in this case, and that led to  
8 the sanction of losing all rights to a house valued at approximately \$400,000.

9 74. The resolution also provided that the owner “will have the right to make a statement to  
10 the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to  
11 testify on their behalf.” None of these guaranteed due process rights were offered in the case that  
12 ended in foreclosure, the ultimate sanction for violation of the CC&Rs.

13 63. That the resolution is intended to articulate the protocol for providing due process  
14 when the violation of the CC&Rs is failure to pay delinquent HOA dues is made clear by the two  
15 exceptions to notice requirements that are made for collections issues:

16 64. The resolution articulates two exceptions to the standard notices required before an  
17 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the  
18 allegation is a collections issue, both of which are cryptic to the point of being nonsensical:

19 65. a) *“For Collection Account Hearings the Notice of Hearing and the Sanction to be  
20 imposed for accounts at collections are both noticed in one letter: (sic)”* and,

21 66. b) *“If the appeal ;was (sic) made directly to the Community Association and not via  
22 the collection agency then the Association shall send an Appeal Hearing Determination letter  
23 within five (5) business day after the Appeal Hearing.”*

24 67. Cross-Claimant TOBIN was deprived of all due process, as there was no invitation to a

1 hearing, no appeal, and no notice that the decision had been made to foreclose by the HOA  
2 Board.

3 68. There has never been any notice from the HOA or the HOA AGENTS that the HOA  
4 sale had occurred, even though such a sale all Cross-Claimant's title rights to a \$400,000 house  
5 had been removed without notice or due process.

6 69. The extreme irony is that at the exact same time, relating to the exact same Subject  
7 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which  
8 the exact same Owner could be sanctioned.

9 70. For the trivial violation of dead plants, an HOA AGENT, employed by FSR,  
10 implemented the procedure for due process impeccably:

11 71. a) with notice of the violation of dead plants, b) with the possible sanction of \$100, c)  
12 a hearing, d) that the owner could attend, e) opportunity to defend against the allegations, f)  
13 appeal to the Board, and then g) on August 13, 2014 the Notice Sanctions for of \$100, two days  
14 before the surprise HOA sale took all Cross-Claimant's rights the \$400,000 house without any  
15 due process or even notice afterward that the sale had occurred.

16 72. The HOA Board's most momentous decision of how to sanction Cross-Claimant, an  
17 HOA member, based on an allegation of delinquent HOA dues was to decide among their legal  
18 options: a) to purchase the Subject Property in delinquency, b) to offer a payment plan, c) to sue  
19 in small claims court or d) to foreclose, was made based solely on allegations made in secret by  
20 HOA AGENTS who financially benefitted from wrongful foreclosure of the Subject Property.

21 73. That HOA AGENTS conducted the collection process in a manner that deceived the  
22 HOA Board and tricked them into not following their own procedures and into making decisions  
23 which caused damages to Cross-Claimant.

24 ///



1 80. That HOA AGENTS, BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Notary  
2 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious  
3 Defendants, acted covertly, in concert to:

4 81. Conduct and/or participate in the HOA sale from which others were excluded; and/or  
5 concealed the true nature, financing and timing of subsequent transfers of title and/or to market  
6 the Subject Property utilizing: a) improper, insufficient and selective notification, b) through the  
7 use of bogus and/or illegally structured entities, c) providing false information to enforcement  
8 agencies and the HOA Board d) misusing the MLS system to illegally re-convey the Subject  
9 Property.

10 82. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-  
11 conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-Claimant  
12 of the Subject Property for their own unjust enrichment in that notice of the actual sale was given  
13 to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure Subject  
14 Property from RRFS, but RRFS did not give notice of the actual sale to Cross-Claimant's agent,  
15 BHHS Realtor Craig LEIDY.

16 83. That it is unknown if any notices, or other publicity, made the true date of the HOA sale  
17 known to any other party besides BHHS Realtor LUCAS.

18 84. Cross-claimant alleges that conspirators have illegally used improperly licensed and  
19 registered entities to further their unfair enterprises and concealing and perpetrating unlawful  
20 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-  
21 Claimant's loss of title and possession of the Subject Property.

22 85. That Cross-Defendants' conduct deviated from the usual course of business and the  
23 customary written documentation, purchase agreements, neutral escrow for proper handling and  
24 accounting for funds taken in and disbursed, and proper recording of instruments of conveyance,

1 thereby perpetuating a fraud which caused damages to Cross-Claimant.

2 86. Conspirators evaded paying the required real Subject Property transfer taxes (RPTT) and  
3 HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

4  
5 **FOURTH CAUSE OF ACTION:**  
6 **FRAUDULENT CONCEALMENT**

7 87. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
8 forth herein, and further alleges:

9 88. That the HOA AGENTS withheld/provided false information to enforcement officials  
10 to conceal their illegal conduct of HOA sale.

11 89. That the HOA AGENTS violated NRS 38.310 (1)(a) process that defines mediation  
12 as a necessary prerequisite of a valid HOA foreclosure.

13 90. That the HOA AGENTS provided false information to enforcement officials by  
14 telling the Ombudsman (OMB) that the "Owner was retained" so the HOA could avoid  
15 completing the OMB Notice of Sale (NOS) process and still conduct the foreclosure sale,

16 91. That the HOA AGENTS tricked the OMB into believing that the OMB-NOS process  
17 was no longer necessary by telling the OMB the "Owner was retained."

18 92. That the enforcement agency canceled the February 14, 2012 Notice of Sale on May  
19 15, 2014.

20 93. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on  
21 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled on  
22 May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade enforcement  
23 by having the HOA sale without a Notice of Sale in effect.

24 94. That the HOA AGENTS concealed the unlawful sale by failing to deliver the

1 Foreclosure Deed to the OMB within 30 days as required NRS (2013) 116.31164 (3)(b).

2 **FIFTH CAUSE OF ACTION:**

3 **UNJUST ENRICHMENT**

4 95. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
5 herein, and further alleges:

6 96. That HOA AGENTS unfairly deprived Cross-Claimant of the Subject Property and  
7 unjustly profited from excessive and unauthorized charges added to delinquent dues.

8 97. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds of the  
9 sale as mandated by 2013 NRS 116.31164 (3)(c), in that:

10  
11 a) There were no expenses of sale as the cost to conduct a foreclosure sale is limited  
12 to \$125.00 by the April 27, 2012 RRFS Delinquent Assessment Collection Agreement,  
13 and the lien of \$5,081.45 already included erroneous, duplicative and unauthorized  
14 charges.

15 b) There was no expense of securing possession. The Subject Property was vacant,  
16 and the key just handed to the Buyer by TOBIN's agent.

17 c) Satisfaction of the association's lien. The HOA Resident Transaction Record for  
18 the Subject Property shows that the HOA AGENT credited the HOA with \$2,701.04 on  
19 August 27, 2014. There is no indication that HOA AGENTS paid the mandated asset  
20 enhancement fee (1/3 of 1% of the price of every sales price) the HOA mandated for every  
21 transfer of title by CC&Rs section 8.12. **(Exhibit 8)**

22  
23 d) Satisfaction of subordinate claims. None of the excess proceeds went to any of the  
24 entities who had recorded liens. Or, alternatively, if any of the lienholders did receive the

1 excess proceeds, none of the lienholders properly accounted for receiving any funds, and  
2 none removed their liens.

3 e) Remittance of any excess to the unit's owner. Within a few months after the sale,  
4 TOBIN attempted to claim the excess proceeds since it was clear the HOA AGENTS were  
5 treating the bank loan as "extinguished". In response to direct inquiries, HOA AGENTS  
6 were deceptive about their illegal retention of the proceeds of the illegally-conducted sale  
7 and refused to speak with TOBIN about her claim, stating at different times in late 2014:  
8 1) that she had no standing, 2) that RRFS had no record of her in relation to the Subject  
9 Property, and 3) that RRFS had turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

12  
13 98. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
14 herein, and further alleges:

15 99. That the HOA AGENTS violated numerous provisions of their contracts with the HOA  
16 to the specific detriment of Cross-Claimant's title rights. For example, That the HOA AGENTS  
17 violated the HOA/RRFS 4/27/12 Delinquent Collection Assessment Agreement", section 4 by  
18 untimely processing of TOBIN's August 17, 2012 HOA dues payment that resulted in  
19 unauthorized and pre-mature beginning of the collections process;

20 100. HOA AGENTS violated HOA/RRFS 4/27/12 Delinquent Collection Assessment  
21 Agreement", section 5 by "The (HOA) authorizes Red Rock to offer delinquent homeowners  
22 payment plans or extensions up to 24 months in duration without the Board of Directors'  
23 authorization...".

24 101. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without

1 any notice to the owner.

2 102. After the illegal sale, the HOA AGENTS did not provide a Notice of Sanctions Letter  
3 or in any way communicate that HOA AGENTS had used the HOA's authority to take the  
4 ultimate sanction against the owner without due process.

5 103. NRS 116.1113 imposes an obligation of good faith which was violated by HOA  
6 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the  
7 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA  
8 whose authority they usurped.

9 104. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt  
10 Collector Agent (RRFS) who failed to disclose that it is the Managing Agent (FSR) that holds  
11 the debt collection license d/b/a RRFS and that a separate contract is a ruse to camouflage their  
12 substantial conflict of interest.

13 105. In the management contract with FSR, RRFS is described merely as an "Affiliate" that  
14 the HOA "is not required to use", falsely implying that RRFS is a separate legal entity with its  
15 own separate debt collector license.

16 106. Failure to disclose this very significant financial conflict of interest in addition to HOA  
17 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section  
18 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,  
19 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.

20 107. Section 7, second paragraph of the April 27, 2012 RRFS Delinquent Assessment  
21 Collection Agreement is triggered both by HOA AGENTS' violation of that agreement, but by  
22 their violations of statutes, governing documents and HOA rules and regulations.

23 108. HOA AGENTS' actions in violating statutes violates the contract provision in the FSR  
24 Management Agreement requiring FSR to manage the HOA "...pursuant to all provisions of the

1 NRS and NAC pertaining to the governance of ... (HOAs)". FSR violations:

- 2 a) NRS 116.1113 Violation of duty of good faith
- 3 b) NRS 116A.630 (1)(a) Violation of fiduciary duty;
- 4 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care;
- 5 d) NRS 116A.620 Failure to comply with statutory standards of practice;
- 6 e) 116A.355(2)(f) Failure to disclose to a client any material fact;
- 7 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable
- 8 time;
- 9 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the
- 10 client;
- 11 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the
- 12 management agreement;
- 13 i) NRS 116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
- 14 Association and the Division.

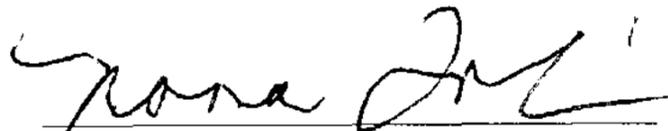
13 **PRAYER**

14 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly  
15 and severally, as follows:

- 16 a. For a declaration and determination that the HOA Sale is null, void, and
- 17 without effect to convey title from, or in any way diminish, Cross-Claimant's
- 18 right to possession, use and profit from the Subject Property;
- 19 b. For a declaration and determination that the HOA sale was invalid and null
- 20 and void for the HOA's and HOA AGENTS' statutory and procedural
- 21 violations;
- 22 c. For a declaration and determination that the conduct of Cross-Defendant HOA
- 23 AGENTS in connection with the HOA sale and the subsequent transfer of title
- 24 to Counter-Defendants was accompanied by actual fraud, deceit, or trickery
- for which HOA AGENTS are liable to pay punitive damages to Cross-  
Claimant;

- 1 d. For a declaration and determination that any and all of their claimed rights to  
2 ownership of the Subject Property by Realtor Thomas LUCAS d/b/a  
3 Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee  
4 and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void  
5 due to their complicity with HOA AGENTS' actions and omissions in failing  
6 to conduct arms-length, commercially reasonable transactions that resulted in  
7 fraudulent conveyances to non-bona-fide purchasers for value;  
8 e. That Counter-Defendants are not *bona fide* purchasers for value, and that the  
9 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the  
10 *ShadowWood* standards;  
11 f. For general damages in an amount in excess of \$10,000;  
12 g. For treble actual damages in punitive damages to compensate for HOA  
13 AGENTS' complicity in the illegal actions, including fraudulent transfer of  
14 the Subject Property;  
15 h. For specific damages in an amount as yet undetermined;  
16 i. For reasonable costs and fees incurred by Counter-Claimant for the  
17 prosecution of this matter;  
18 j. For any other relief the Court may deem just and proper.

19 Dated this 31<sup>st</sup> day of January, 2017.

20 

21 NONA TOBIN, Trustee  
22 Gordon B. Hansen Trust, Dated 8/22/08  
23 2664 Olivia Heights Avenue  
24 Henderson NV 89052  
Phone: (702) 465-2199  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention, Cross-Claimant  
In Proper Person*

# EXHIBIT 1

## 12/14/12 LIEN FOR DELINQUENT ASSESSMENTS

The 12/14/12 Lien was recorded 45 days after the first day of actual delinquency on 10/31/12.

The lien claims \$925.76 of which \$625.76 is erroneous, fraudulent or impermissible collection fees.

None of these "errors" were ever corrected, only compounded.

On the same day, 12/5/12 that the lien claimed \$925.76, RRF's 3/38/14 ledger claims \$553.15 was due on 12/5/12 and the Resident Transaction log claims \$476.21 was due that same day.

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201212140001338  
Fees: \$17.00  
N/C Fee: \$0.00  
12/14/2012 09:37:58 AM  
Receipt #: 1421501  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**Accommodation**

**LIEN FOR DELINQUENT ASSESSMENTS**

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

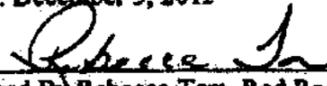
**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:  
2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the  
County of Clark

Current Owner(s) of Record:  
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST  
22, 2008

The amount owing as of the date of preparation of this lien is \*\*\$925.76.  
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.  
\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: December 5, 2012

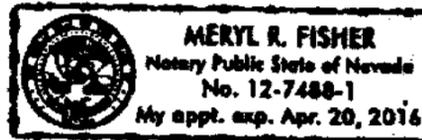
  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



LA

## EXHIBIT 2

### 11/5/12 FIRST COLLECTION NOTICE

RED ROCK FINANCIAL SERVICES CLAIMED \$495.36 DUE AS OF 10/31/12, THE FIRST DAY OF ACTUAL DELINQUENCY



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen  
2763 White Sage Drive  
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052  
Sun City Anthem Community Association / R808634

Dear The Estate of Gordon B. Hansen,

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

Red Rock Financial Services is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment within 30 days from the date of this letter may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at [www.rvfs.com](http://www.rvfs.com). Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services  
Enclosure(S)

Red Rock Financial Services ■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

[www.rvfs.com](http://www.rvfs.com)

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will assess a debt against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

**Red Rock Financial Services**  
**Account Detail**  
**Sun City Anthem Community Association**  
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634  
Property Address: 2763 White Sage Dr, Henderson, NV 89052  
Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
→ 10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
→ 10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

**EXHIBIT 3**  
**TOBIN 2012 CHECKS FOR HOA ASSESSMENTS**  
**RRFS LEDGER PAGE**  
**RESIDENT TRANSACTION REPORT**

**8/17/12** two HOA assessment checks were delivered to HOA:

1) for the property (2763 White Sage) and

2) for Tobin residence (2664 Olivia Heights Ave.)

**8/23/12** Check 142 for TOBIN cleared, but check 143 for White Sage did not clear the bank until

**10/23/12** Check 143 for White Sage cleared

**10/18/12** Check 143 is credited on Red Rock Financial Services Account Detail incorrectly as a partial payment allowing \$495.36 in bogus collection fees to accumulate by the first day of actual delinquency, **10/31/12**.

**10/31/12** The HOA Resident Transaction Report claims that \$651.21 was due ~~on and does not~~

~~until~~

**11/9/12** The HOA Resident Transaction Report credits check 143 incorrectly as a partial payment leaving a balance of \$351.21.

**EXHIBIT 3**

**NONA TOBIN  
GORDON B HANSEN**  
2064 OLIVIA HEIGHTS AVE  
HENDERSON, NV 89052 7030

112  
94-71/1224  
64

Date 2/14/12

Pay to the Order of Sun City Anthem Comm Assoc \$ 300.00

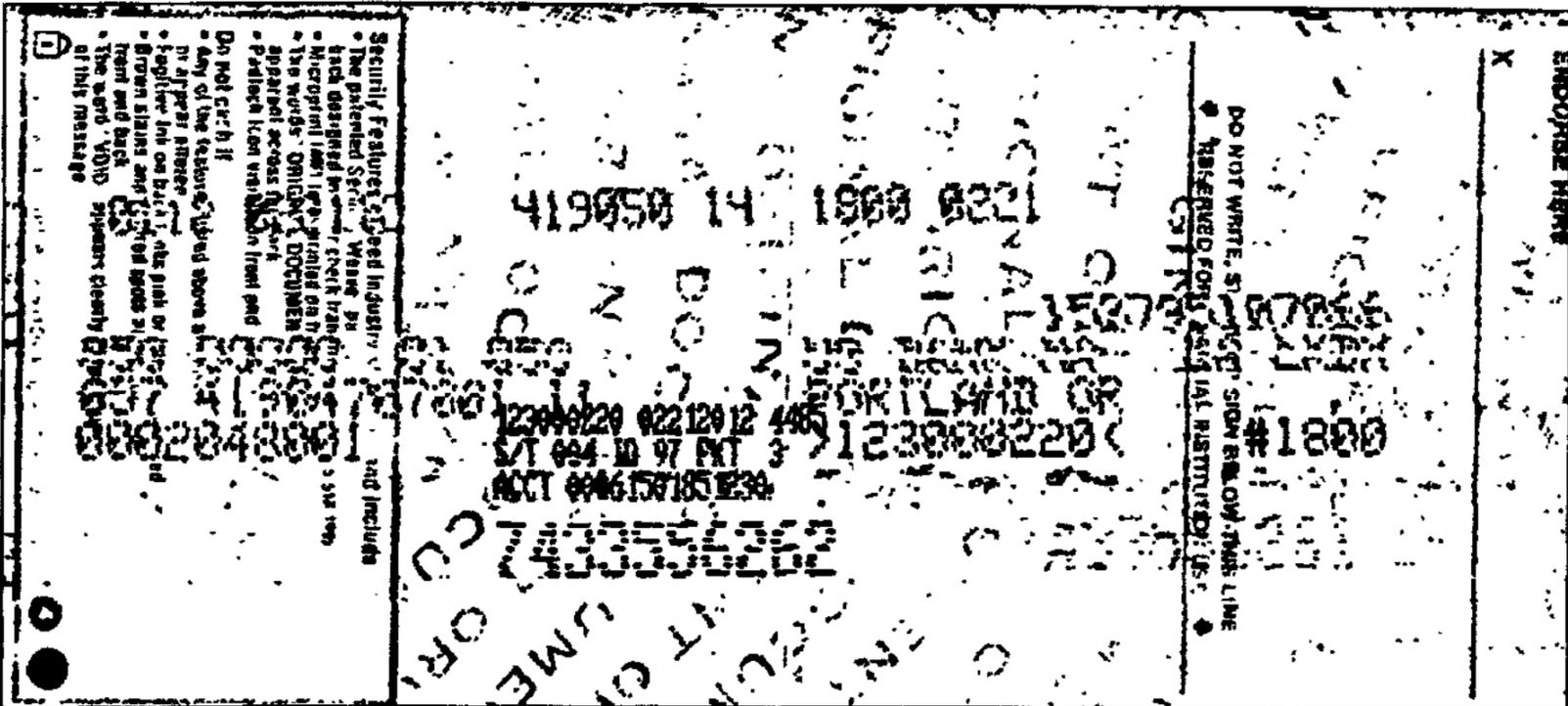
Three hundred and <sup>70</sup>/<sub>100</sub> Dollars

NEVADA STATE BANK  
THE DOOR TO YOUR FUTURE  
P.O. BOX 888 LAS VEGAS, NEVADA 89102-0888

For SVC 10002048001 Nona JH

⑆ 122400779⑆ 0640052155⑆ 0112 ⑆0000000000⑆

Silver Advantage



Date:02/23/12 Seq #:94208868 Account:640052155 Serial #:112 Amount:\$300.00 Dep Seq #:-

**NONA TOBIN (702) 465-2199**  
**GORDON B HANSEN**  
 2884 OLIVA HEIGHTS AVE  
 HENDERSON, NV 89052 7039

**DEBBIE GREEN**  
 127  
 94-77/1224  
 64

APR 26 2012 4/24/12  
 Date

Pay to the Order of Sun City Anthem \$ 275.00  
Two hundred seventy-five <sup>no</sup> 400 Dollars

SUC 1000 2048001  
**NEVADA STATE BANK**  
 THE DOOR TO YOUR FUTURE  
 P.O. BOX 888 LAS VEGAS NEVADA 89108-0888  
 www.nsb.com

Silver Advantage  
 Security Features  
 Details on Back

For 2763 White Sage Nona Joli

⑆ 2240077910640052155⑈ 0127

Hyland Clear

Credited to Acct  
 153795107066  
 Return Acct 153795107066

Date:04/30/12 Seq #:94344327 Account:640052155 Serial #:127 Amount:\$275.00 Dep Seq #:-

**NONA TOBIN**  
**GORDON B HANSEN**  
 2664 OLIVIA HEIGHTS AVE  
 HENDERSON, NV 89052 7009

142  
86-77/1224  
84

Date 8/17/12

Pay to the Order of Sun City Assn **RECEIVED** \$ 300.00  
Three hundred Dollars

AUG 19 2012  
 Silver Advantage

NEVADA STATE BANK  
 THE DOOR TO YOUR FUTURE  
 P.O. BOX 999, LAS VEGAS, NEVADA 89101-0999

For SVC 10016446901 NONA JOL

⑆ 22400779⑆ 0640052155 ⑆ 0142

Credited to Acct  
 153795187066  
 Return Acct 153795107066

Date:08/23/12 Seq #:94228215 Account:640052155 Serial #:142 Amount:\$300.00 Dep Seq #:-

**NONA TOBIN**  
**GORDON B HANSEN**  
 2884 OLIVA HEIGHTS AVE  
 HENDERSON, NV 89052 7039

143  
84-77/1226  
84

8/17/12  
Date

Pay to the Order of Sun City Anthem Com Assn \$ 300.00

Three hundred Dollars

Silver Advantage

NEVADA STATE BANK  
 THE DOOR TO YOUR FUTURE  
 P.O. BOX 990 LAS VEGAS, NEVADA 89102-0990

For SVC 1000204800 H Nona J. J.

⑆ 22400779⑆ 0640052155⑆ 0143 1909034 NV

Credited to Acct  
 153751166148  
 Return Acct 153751166148

Date:10/23/12 Seq #:94234937 Account:640052155 Serial #:143 Amount:\$300.00 Dep Seq #:-

**Red Rock Financial Services**  
**Account Detail**  
**Sun City Anthem Community Association**  
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634  
Property Address: 2763 White Sage Dr, Henderson, NV 89052  
Hansen, The Estate of Gordon B.

**Detailed Summary**

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
→ 10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
→ 10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-8887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 11/5/12

6E

**Resident Transaction Report**  
**SOCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89062

0480 01

Gordon B Hansen  
 2763 White Sage Dr  
 Henderson, NV 89062

2864 Olivia Heights Ave  
 Henderson, NV 89052

Current Credit History Code:

CL Effective Date: 09/30/2014

Transaction Type	Date	Code	Description	Amount	Balance
Charge	04/30/2011	LF	Late Fees	25.00	275.00
Pay	05/20/2011		Lockbox Payment 02215	-275.00	00.00
Charge	07/01/2011	SQA	Sun City Anthem QT Assm	250.00	250.00
Charge	07/30/2011	LF	Late Fees	25.00	275.00
Pay	08/18/2011		Lockbox Payment 02227	-275.00	00.00
Charge	10/01/2011	SQA	Sun City Anthem QT Assm	260.00	260.00
Pay	10/11/2011		Lockbox Payment 62791	-240.00	10.00
Pay	11/22/2011		Lockbox Payment 61105	-10.00	00.00
Charge	01/01/2012	SQA	Sun City Anthem QT Assm	275.00	275.00
Charge	01/30/2012	LF	Late Fees	25.00	300.00
Pay	02/21/2012		Lockbox Payment 00112	-300.00	00.00
Charge	04/01/2012	SQA	Sun City Anthem QT Assm	275.00	275.00
Pay	04/26/2012		Receipt Processing 127	-275.00	00.00
Charge	07/01/2012	SQA	Sun City Anthem QT Assm	275.00	275.00
Charge	07/31/2012	LF	Late Fees	25.00	300.00
Charge	08/31/2012	LF	Late Fees	25.00	325.00
Charge	09/30/2012	INT	Interest	01.21	326.21
Charge	09/30/2012	LF	Late Fees	25.00	351.21
Charge	10/01/2012	SQA	Sun City Anthem QT Assm	275.00	626.21
→ Charge	10/31/2012	LF	Late Fees	25.00	651.21
→ Pay	11/09/2012		Collection Payment Part 110612	-300.00	351.21
Charge	11/30/2012	LF	Late Fees	25.00	376.21
Charge	12/31/2012	INT	Interest	01.10	377.31
Charge	12/31/2012	LF	Late Fees	25.00	402.31
Charge	01/01/2013	SQA	Sun City Anthem QT Assm	275.00	677.31
Charge	01/31/2013	LF	Late Fees	25.00	702.31
Charge	03/02/2013	LF	Late Fees	25.00	727.31
Credit	03/02/2013	LF	Sun City Anthem QT Assm	-25.00	702.31
Charge	03/31/2013	INT	Interest	02.31	704.62
Charge	03/31/2013	LF	Late Fees	25.00	729.62
Charge	04/01/2013	SQA	Sun City Anthem QT Assm	275.00	1,004.62
Charge	04/02/2013	LF	Late Fees	25.00	1,029.62
Credit	04/02/2013	LF	Rev 04/02/13 LF	-25.00	1,004.62
Charge	05/01/2013	LF	Late Fees	25.00	1,029.62
Charge	05/31/2013	LF	Late Fees	25.00	1,054.62
Charge	06/30/2013	INT	Interest	03.52	1,058.14
Charge	06/30/2013	LF	Late Fees	25.00	1,083.14
Charge	07/01/2013	SQA	Sun City Anthem QT Assm	275.00	1,358.14
Charge	07/31/2013	LF	Late Fees	25.00	1,383.14
Charge	08/31/2013	LF	Late Fees	25.00	1,408.14
Charge	09/30/2013	INT	Interest	04.73	1,412.87
Charge	09/30/2013	LF	Late Fees	25.00	1,437.87
Charge	10/01/2013	SQA	Sun City Anthem QT Assm	275.00	1,712.87
Charge	10/31/2013	LF	Late Fees	25.00	1,737.87
Charge	11/30/2013	LF	Late Fees	25.00	1,762.87
Charge	12/31/2013	INT	Interest	05.94	1,768.81

60

**EXHIBIT 4**  
**3/12/13 NOTICE OF DEFAULT (NOD)**  
**4/3/13 RESCISSION OF 3/12/13 NOD**  
**8/22/12 FORECLOSURE DEED**

**NOTICE OF DEFAULT WAS DEFECTIVE AND RESCINDED.  
THEREFORE, IT WAS NOT VALID TO SERVE AS A BASIS FOR THE FORECLOSURE DEED.**

**3/12/13** Notice of Default was rescinded on 4/3/13, but the rescinded NOD was used as the basis for the foreclosure deed. RRFS recorded this NOD erroneously, but RRFS' ledger shows 2763's account charged for RRFS' filing it.

**3/12/13** Notice of Default falsely claims that \$2,475.35 is due as of 3/7/13 and that no payments had been made since 7/1/12.

**EXHIBIT 4**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV. 89052  
Title Order Number: 32334

Inet #: 201303120000847  
Fees: \$17.00  
N/C Fee: \$0.00  
03/12/2013 09:55:30 AM  
Receipt #: 1529577  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

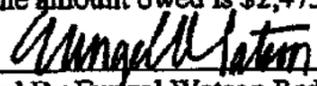
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE  
LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

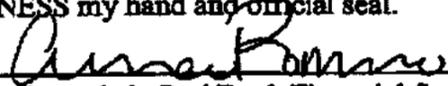
  
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

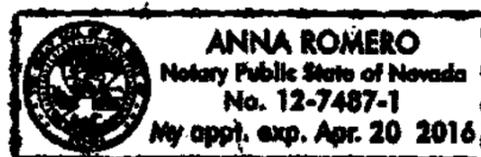
Dated: March 7, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



7A

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201304030001569  
Fees: \$17.00  
N/C Fee: \$0.00  
04/03/2013 11:28:14 AM  
Receipt #: 1560335  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: SUO Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF RESCISSION**

*Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HERBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,  
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013



Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

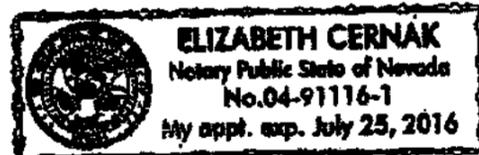
STATE OF NEVADA            )  
COUNTY OF CLARK         )

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119



7B

3-1

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1805.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: Opportunity Homes, LLC (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

#### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

71

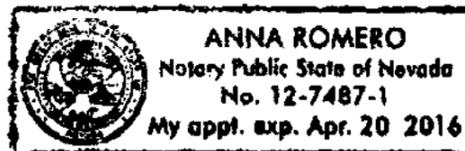
Dated: August 18, 2014

  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem  
Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

# STATE OF NEVADA DECLARATION OF VALUE

**1. Assessor Parcel Number (s)**

a) 191-13-811-052  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

**2. Type of Property:**

a) <input type="checkbox"/>	Vacant Land	b) <input checked="" type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'Vind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

<b>FOR RECORDERS OPTIONAL USE ONLY</b>
Notes: <u>4</u>

**3. Total Value/Sales Price of Property:**

Deed in Lieu of Foreclosure Only (value of property) \$ 63,000.<sup>00</sup>  
 Transfer Tax Value: \$ 353,527.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 VT

**4. If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Handwritten Signature]* Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Red Rock Financial Services  
 Address: 4775 West Teco Ave #140  
 City: Las Vegas  
 State: NV Zip: 89118

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Opportunity Homes, LLC  
 Address: 2657 Windmill Parkway, #145  
 City: Henderson  
 State: NV Zip: 89074

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

*75*

**EXHIBIT 5**  
**2/12/14 NOTICE OF SALE (NOS)**  
**2/13/14 NRED-OMB COMPLIANCE RECORD**

**5/15/14 NOTICE OF SALE WAS RESCINDED BECAUSE "OWNER RETAINED"**

**THEREFORE, THERE WAS NO VALID NOTICE OF SALE IN EFFECT WHICH RENDERS THE 8/15/14**

**HOA SALE NULL AND VOID.**

**EXHIBIT 5**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Inet #: 201402120001527  
Fees: \$18.00  
N/G Fee: \$0.00  
02/12/2014 09:06:29 AM  
Receipt #: 1930419  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: MAT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF FORECLOSURE SALE**  
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

**NOTICE IS HEREBY GIVEN:** That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

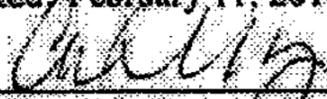
7E

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

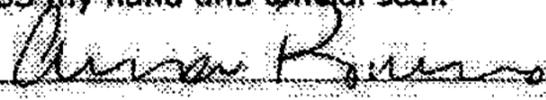
Dated: February 11, 2014

  
Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK        )

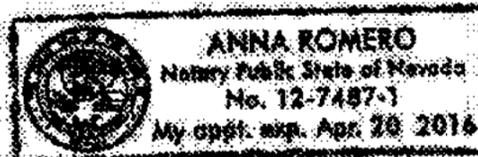
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_

Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:  
Red Rock Financial Services  
4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
(702) 483-2996 or (702) 932-6887



Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	191-13-811-052	Date Received	02/13/2014	
Compliance Status	NOS CLOSED	How Received	LETTER	
		Receiving Board	RED	
Respondent ID	271957	Receiving Profession		
Respondent Address	ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
		Received By	Bonnie Schmidt	
		Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	
Complainant ID	123186			
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC			

Comments: R808634

- Resolution
- Action Items
- Participants

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013  
 Ending Effective Date: 05/15/2014  
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: NOS CLOSED							
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014	02/18/2014	02/18/2014	BONNIE SCHMIDT
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: PENDING NOS DATE OF SALE							
	Action Info: EFFECTIVE DATE OF NOS	02/11/2014						
	DEFAULT LIEN DATE ON NOS	04/08/2013						
	FORECLOSURE DATE ON NOS	03/07/2014						
	AMOUNT OF NOS	5,081.45						
	APN ON NOS	191-13-811-052						
	Comments: 89052							

7F

# EXHIBIT 6

## NRS116.31085

### 6/1/16 HOA REFUSAL TO PROVIDE MINUTES

**NRS 116.31085(3) (c)** was violated by failing to incorporate section 4.

**NRS 116.31085 (4)** was violated by not providing notice to the owner that there would be a decision on whether to foreclose so no opportunity for a hearing was provided.

**NRS 116.31085 (6)** was violated by refusing to give the owner any board minutes relating to the decision to foreclose.

EXHIBIT 6

**NRS 116.31085 Right of units' owners to speak at certain meetings; limitations on right; limitations on power of executive board to meet in executive session; procedure governing hearings on alleged violations; requirements concerning minutes of certain meetings.**

1. Except as otherwise provided in this section, a unit's owner may attend any meeting of the units' owners or of the executive board and speak at any such meeting. The executive board may establish reasonable limitations on the time a unit's owner may speak at such a meeting.

2. An executive board may not meet in executive session to open or consider bids for an association project as defined in NRS 116.31086, or to enter into, renew, modify, terminate or take any other action regarding a contract.

3. An executive board may meet in executive session only to:

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) **Except as otherwise provided in subsection 4**, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to NRS 116.310305 if the alleged failure may subject the unit's owner to a construction penalty.

**4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:**

**(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;**

**(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and**

**(c) Is not entitled to attend the deliberations of the executive board.**

**5. The provisions of subsection 4 establish the minimum protections that the executive board must provide before it may make a decision. The provisions of subsection 4 do not preempt any provisions of the governing documents that provide greater protections.**

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board. **The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.**

7. Except as otherwise provided in subsection 4, a unit's owner is not entitled to attend or speak at a meeting of the executive board held in executive session.

(Added to NRS by 1997, 3111; A 1999, 3005; 2003, 2236, 2271; 2005, 2602; 2009, 1100, 2891)

(EMPHASIS ADDED.)

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**Document Request - Nona Tobin**

3 messages

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**Lori Martin** <Lori.Martin@scacai.com>  
To: Nona Tobin <nonatobin@gmail.com>  
Cc: Lori Martin <Lori.Martin@scacai.com>

Wed, Jun 1, 2016 at 3:39 PM

Dear Ms. Tobin,

Please find attached the 2012 RMI Management Contract as well as the contract between SCA and Red Rock Financial as requested.

Your request for the "minutes where actions leading o foreclosure for delinquent assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.

Thank you,

Lori Martin

**Lori Martin, CMCA, AMS, SCM | Sun City Anthem**

Community Association Manager

## EXHIBIT 7

### NRS (2013) 116-31162-NRS116.31168

**NRS 116.31162 (1)(a)** was violated by not sending notices consistently to the owner's address of record.

**NRS 116.31162 (1)(b)(1)** was violated for not describing a real deficiency, either by including unauthorized and false charges.

**NRS 116.31162 (4)(a)(b)(c)** failure to provide the required fee schedule, repayment plan or notice of right to contest the past due obligation.

**NRS 116.31163 (1)** was violated for failure to provide requested notice to the owner's agent.

**NRS 116.311635 (1)(a)(1) and (2)(b)(1)** were violated in that the owner's agent did not receive the requested notice of the time and date the HOA sale was held after four postponements.

**NRS 116.31165 (2) (b) (3)** was violated by HOA Agents not notice at cancelling the Notice of Sale through the Ombudsman that the "Owner was retained" so the "TRUSTEE SALE CANCELLED" and never issuing another Notice of Sale.

**NRS 116.31164 (1)** gives the HOA to use an agent for the sale, but it was violated by having an unreasonable number of postponements (4) exceeding the reasonableness standard (3) in NRS 107.082(2).

**NRS 116.31164 (3)(b)** was violated by HOA Agents did not deliver a copy of the deed to the Ombudsman as they had previously told the Ombudsman the HOA sale was cancelled and the owner was retained.

**NRS 116.31164 (3)(c)(1)(2)(4)(5)** was violated by the HOA Agents failing to distribute the proceeds as required and by lying to TOBIN regarding what they had done and what her rights were in terms of making a claim.

**NRS 116.31168 (2)** was violated by HOA Agents lying to the HOA Board so they could proceed with an illegal sale for their own unjust enrichment.

## EXHIBIT 7

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.31162 - Foreclosure of liens: Mailing of notice of delinquent assessment; recording of notice of default and election to sell; period during which unit s owner may pay lien to avoid foreclosure; limitations on type of lien that may be foreclosed.**

**Universal Citation: NV Rev Stat § 116.31162 (2013)**

1. Except as otherwise provided in subsection 5 or 6, in a condominium, in a planned community, in a cooperative where the owner s interest in a unit is real estate under NRS 116.1105, or in a cooperative where the owner s interest in a unit is personal property under NRS 116.1105 and the declaration provides that a lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive, the association may foreclose its lien by sale after all of the following occur:

(a) The association has mailed by certified or registered mail, return receipt requested, to the unit s owner or his or her successor in interest, at his or her address, if known, and at the address of the unit, a notice of delinquent assessment which states the amount of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116, a description of the unit against which the lien is imposed and the name of the record owner of the unit.

(b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to paragraph (a), the association or other person conducting the sale has executed and caused to be recorded, with the county recorder of the county in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:

(1) Describe the deficiency in payment.

(2) State the name and address of the person authorized by the association to enforce the lien by sale.

(3) Contain, in 14-point bold type, the following warning:

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

(c) The unit s owner or his or her successor in interest has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement, for 90 days following the recording of the notice of default and election to sell.

2. The notice of default and election to sell must be signed by the person designated in the declaration or by the association for that purpose or, if no one is designated, by the president of the association.

3. The period of 90 days begins on the first day following:

(a) The date on which the notice of default is recorded; or

(b) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit,

whichever date occurs later.

4. An association may not mail to a unit's owner or his or her successor in interest a letter of intent to mail a notice of delinquent assessment pursuant to paragraph (a) of subsection 1, mail the notice of delinquent assessment or take any other action to collect a past due obligation from a unit's owner or his or her successor in interest unless, not earlier than 60 days after the obligation becomes past due, the association mails to the address on file for the unit's owner:

(a) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;

(b) A proposed repayment plan; and

(c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing.

5. The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless:

(a) The violation 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 common-interest community; or

(b) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

6. The association may not foreclose a lien by sale if:

(a) The unit is owner-occupied housing encumbered by a deed of trust;

(b) The beneficiary under the deed of trust, the successor in interest of the beneficiary or the trustee has recorded a notice of default and election to sell with respect to the unit pursuant to subsection 2 of NRS 107.080; and

(c) The trustee of record has not recorded the certificate provided to the trustee pursuant to subparagraph (1) or (2) of paragraph (d) of subsection 2 of NRS 107.086.

As used in this subsection, owner-occupied housing has the meaning ascribed to it in NRS 107.086.

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.31163 - Foreclosure of liens: Mailing of notice of default and election to sell to certain interested persons.**

**Universal Citation:** NV Rev Stat § 116.31163 (2013)

The association or other person conducting the sale shall also mail, within 10 days after the notice of default and election to sell is recorded, a copy of the notice by first-class mail to:

1. Each person who has requested notice pursuant to NRS 107.090 or 116.31168;
2. Any holder of a recorded security interest encumbering the unit's owner's interest who has notified the association, 30 days before the recordation of the notice of default, of the existence of the security interest; and
3. A purchaser of the unit, if the unit's owner has notified the association, 30 days before the recordation of the notice, that the unit is the subject of a contract of sale and the association has been requested to furnish the certificate required by NRS 116.4109.

(Added to NRS by 1993, 2355; A 2005, 2609)

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.311635 - Foreclosure of liens: Providing notice of time and place of sale; service of notice of sale; contents of notice of sale; proof of service.**

**Universal Citation:** NV Rev Stat § 116.311635 (2013)

1. The association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the unit:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that in lieu of following the procedure for service on a judgment debtor pursuant to NRS 21.130, service must be made on the unit's owner as follows:

(1) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and to the address of the unit; and

(2) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in subsection 2; and

(b) Mail, on or before the date of first publication or posting, a copy of the notice by certified or registered mail, return receipt requested, to:

(1) Each person entitled to receive a copy of the notice of default and election to sell notice under NRS 116.31163;

(2) The holder of a recorded security interest or the purchaser of the unit, if either of them has notified the association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(3) The Ombudsman.

2. In addition to the requirements set forth in subsection 1, a copy of the notice of sale must be served:

(a) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the unit who is of suitable age; or

(b) By posting a copy of the notice of sale in a conspicuous place on the unit.

3. Any copy of the notice of sale required to be served pursuant to this section must include:

(a) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(b) The following warning in 14-point bold type:

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.**

4. Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(a) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(b) An affidavit of service signed by the person who served the notice stating:

(1) The time of service, manner of service and location of service; and

(2) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the unit.

(Added to NRS by 1993, 2355; A 2003, 2245; 2005, 2609; 2013, 3790)

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.31164 - Foreclosure of liens: Procedure for conducting sale; purchase of unit by association; execution and delivery of deed; use of proceeds of sale.**

**Universal Citation:** NV Rev Stat § 116.31164 (2013)

1. The sale must be conducted in the county in which the common-interest community or part of it is situated, and may be conducted by the association, its agent or attorney, or a title insurance company or escrow agent licensed to do business in this State, except that the sale may be made at the office of the association if the notice of the sale so provided, whether the unit is located within the same county as the office of the association or not. The association or other person conducting the sale may from time to time postpone the sale by such advertisement and notice as it considers reasonable or, without further advertisement or notice, by proclamation made to the persons assembled at the time and place previously set and advertised for the sale.

2. On the day of sale originally advertised or to which the sale is postponed, at the time and place specified in the notice or postponement, the person conducting the sale may sell the unit at public auction to the highest cash bidder. Unless otherwise provided in the declaration or by agreement, the association may purchase the unit and hold, lease, mortgage or convey it. The association may purchase by a credit bid up to the amount of the unpaid assessments and any permitted costs, fees and expenses incident to the enforcement of its lien.

3. After the sale, the person conducting the sale shall:

(a) Make, execute and, after payment is made, deliver to the purchaser, or his or her successor or assign, a deed without warranty which conveys to the grantee all title of the unit's owner to the unit;

(b) Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the purchaser, or his or her successor or assign; and

(c) Apply the proceeds of the sale for the following purposes in the following order:

(1) The reasonable expenses of sale;

(2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;

(3) Satisfaction of the association's lien;

(4) Satisfaction in the order of priority of any subordinate claim of record; and

(5) Remittance of any excess to the unit's owner.

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.**

**Universal Citation:** NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.
2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

# EXHIBIT 8

## CC&Rs

**Section 7.4 Compliance and Enforcement was violated by not treating foreclosure as the imposition of sanctions for violation of the CC&Rs**

**Sections 8.6 & 8.7 Authority to Assess Owners and Obligation for Assessments give the Board the authority to levy assessments and to enforce compliance and are the sections an owner violates by allegedly failing to pay assessments**

**Section 8.8 and Section 8.8A Lien for Assessments /Foreclosure and Procedure for Sale were violated by failing to provide notices consistently to the known address of the owner**

**Section 8.12 Asset Enhancement Fee was violated by HOA Agents for either failing to pay the mandatory fee to the HOA collected from Opportunity Homes, LLC, F. Bondurant, and Joel and Sandra Stokes or, alternatively, HOA agents violated 8.12 by colluding with non bona fide purchasers to illegally record conveyances of the property that did not occur.**

EXHIBIT 8

**Receipt/Conformed Copy**

Requestor:

LEACH JOHNSON ETAL

05/20/2008 16:38:20 T20080094151

Book/Instr: 20080520-0004342

Restrictio Page Count: 116

Fees: \$129.00 NIC Fee: \$0.00

When Recorded Return To:

John E. Leach, Esq.  
Leach Johnson Song & Gruchow  
5495 S. Rainbow Blvd., Suite 202  
Las Vegas, Nevada 89118

APN Nos: 190-05-110-001

(continued on next page)

Debbie Conway  
Clark County Recorder

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**THIRD**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**SUN CITY ANTHEM**

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The Association shall provide Declarant at least 20 days prior written notice of any cancellation, termination, substantial modification, or non-renewal of any Association insurance policy.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 80% of the total votes in the Association, and Declarant, for so long as it owns any property described on Exhibits "A" or "B," decide within 60 days after the loss not to repair or reconstruct, if the damage is to Limited Common Area, 80% of the Owners to which such Limited Common Area is assigned and Declarant, for so long as it owns any property described on Exhibits "A" or "B," must vote not to repair or reconstruct.

If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

If Owners to which Limited Common Area is assigned vote (as provided above) not to repair or reconstruct improvements on such Limited Common Area, then any insurance proceeds attributable to such Limited Common Area, minus the costs of clearing and landscaping, shall be distributed to such Owners in proportion to their ownership interest therein. If Members vote (as provided above) not to repair or reconstruct improvements on Common Area, then any insurance proceeds attributable to such Common Area, minus the costs of clearing and landscaping, shall be distributed to all Owners in equal amounts. This provision may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) Waiver of Claims. To the extent permitted by law, the Association and each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of the properties, waives any claims against Declarant and its affiliates for any damages or losses for which insurance coverage is available, to the extent of such insurance coverage.

#### 7.4. Compliance and Enforcement.

(a) Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. The Board shall

establish a range of penalties for such violations, with violations of the Declaration, unsafe conduct, harassment, or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

(i) imposing a graduated range of reasonable monetary fines which shall, pursuant to the Act, constitute a lien upon the violator's Lot. However, unless the imposed fine was for a violation affecting the health, safety and welfare of the Association, such lien may not be foreclosed by the Association. The amount of each such fine must be commensurate with the severity of the violation and shall in no event exceed the maximum permitted by the Act. The Rules may be enforced by the assessment of a fine only if: (A) Not less than thirty (30) days before the violation, the person against whom the monetary penalty will be imposed has been provided with written notice of the applicable provisions of the Governing Documents that form the basis of the violation; (B) Within a reasonable time after the discovery of the violation, the person against whom the monetary fine will be imposed has been provided with written notice specifying the details of the violation, the amount of the monetary penalty, and the date, time, and location for a hearing on the violation and a reasonable opportunity to contest the violation at the hearing; (C) The Board must schedule the date, time, and location for the hearing on the violation so that the person against whom the monetary fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing; and (D) The Board must hold a hearing before it may impose a monetary fine, unless the person against whom the monetary fine will be imposed: (1) pays the monetary fine; (2) executes a written waiver of the right to the hearing; or (3) fails to appear at the hearing after being provided with notice of the hearing in accordance with this Section 7.4(a)(i). If a fine is imposed pursuant to this subsection and the violation is not cured within fourteen (14) days or such longer cure period as the Board establishes, the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard. In the event that any Occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall be assessed against the violator, provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The Board shall publish and cause to be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner a schedule of fines applicable to particular violations;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article IV and to restore the Lot to its

previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or perforating any further activities in the Properties; and

(viii) levying Benefited Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.26 of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules);

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Benefited Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Benefited Assessment against all Lots within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

**(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentences the Board may determine that, under the circumstances of a particular case:**

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

written notice to the Owners of Lots in, or the Neighborhood Representative representing, the Neighborhood and an opportunity for such Owners or Neighborhood Representative to be heard before levying any such assessment.

**8.6. Authority to Assess Owners: Time of Payment.**

Declarant establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first adopts a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments, including interest, late charges, and other costs, to be paid in full immediately,

**8.7 Obligation for Assessments.**

(a) **Personal Obligation.** Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option To Pay Assessments. During the Declarant Control Period, Declarant may satisfy its obligation for assessments on Lots which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notices the Board in writing at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay assessments in the same manner as any other Owner on all of its Lots which have not been conveyed to Home Owners.

8.8. Lien for Assessments/Foreclosure.

In accordance with the Act, and subject to the limitations of any applicable provision of the Act or Nevada law, the Association shall have an automatic statutory lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection (including administrative costs and attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens for real estate taxes and other governmental assessments or charges against the Lot, (b) the lien or charge of any first Mortgage Recorded on the Lot before the date on which the assessment sought to be enforced became delinquent, or (c) liens and encumbrances Recorded before the Recording of the Declaration. Notwithstanding the foregoing the Association's lien for delinquent assessments shall be prior to a Recorded first Mortgage equal to the Common Expenses based on the Association's annual budget as provided in this Article VIII which would have come due on the absence of acceleration, during the six months immediately preceding the institution of an action to enforce the lien.

Such lien, when delinquent, may be enforced in the manner prescribed in the Act. The Association may foreclose its lien by sale after:

(a) The Association has mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest, at his address if known and at the address of the Lot, a notice of delinquent assessment which states the amount of the assessments and other sums that are due in accordance with the Act, a description of the Lot against which the lien is imposed and the name of the record owner of the Lot;

(b) Not less than 30 days after mailing the notice of delinquent assessment, the Association or other person conducting the sale has executed and caused to be recorded, with the Clark County Recorder, a notice of default and election to sell the Lot to satisfy the lien, which contains the same information as the notice of delinquent assessment, but must also comply with the following:

- (i) Describe the deficiency in payment;
- (ii) State the name and address of the person authorized by the Association to enforce the lien by sale; and
- (iii) Contain, in 14-point bold type, the following warning:  
**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

(c) The Owner or his successor in interest has failed to pay the amount of the lien, including costs, fees, and expenses incident to its enforcement for 90 days following the recording of the notice of default and election to sell.

(d) The notice of default and election to sell referenced in subsection (b), above, must be signed by the person designated in the Declaration or by the Association for that purpose or, if no one is designated, by the President.

(e) The period of 90 days referenced in subsection (c), above, begins on the first day following the later of:

(i) The date on which the notice of default is recorded; or

(ii) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest at his address, if known, and at the address of the Lot.

(f) The Association may not foreclose a lien by sale based on a fine or penalty for a violation of the Governing Documents unless:

(i) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Owners or residents of the Association.

(ii) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305 of the Act.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it, and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Subject to the Act, the subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessments under Section 8.6, including such acquirer, its successors and assigns.

#### **8.8A Procedure for Sale**

The Association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the Lot:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that service must be made on the Owner as follows:

(i) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the

Owner or his successor in interest at his address, if known, and to the address of the Lot;  
and

(ii) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in the Act.

(b) Mail, on or before the date of first publication or posting, a copy of the notice by first-class mail to

(i) Each person entitled to receive a copy of the notice of default and election to sell under the Act;

(ii) The holder of a recorded security interest or the purchaser of the Lot, if either of them has notified the Association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(iii) The Ombudsman.

(c) In addition to the requirements set forth in subsection (a), above, a copy of the notice of sale must be served:

(i) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the Lot who is of suitable age; or

(ii) By posting a copy of the notice of sale in a conspicuous place on the Lot.

(d) Any copy of the notice of sale required to be served pursuant to this section must include:

(i) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(ii) The following warning in 14-point bold type:  
**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.**

(e) Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(i) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(ii) An affidavit of service signed by the person who served the notice stating:

(A) The time of service, manner of service and location of service; and

(B) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the Lot.

#### 8.9. Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.5, the Board may not impose a Base Assessment, Neighborhood Assessment, or Benefited Assessment that is more than 20% greater than each of those assessments for the immediately preceding fiscal year nor impose a Special Assessment which in the aggregate exceeds 5% of the budgeted Common Expenses or Neighborhood Expenses, as the case may be, for the current fiscal year, without a Majority vote of a quorum of Owners of the Lots which are subject to the applicable assessment at a meeting of the Association.

For purposes of this Section, "quorum" means the Owners of more than 50% of the Lots which are subject to the applicable assessment. In addition, the term 'Base Assessment' or "Neighborhood Assessment" shall be deemed to include the amount assessed against each Lot plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court.
- (b) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which the Board could not have reasonably foreseen in preparing and distributing the budget pursuant to Section 8.3. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

#### 8.10. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area and such portions of the property Declarant owns which are included in the Area of Common Responsibility pursuant to Section 5.1;
- (b) all property within Anthem owned or maintained by the Council or by another residential association, and any other property not subject to this Declaration;
- (c) any property dedicated to and accepted by any governmental authority or public utility; and
- (d) property any Neighborhood Association owns for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, both Declarant and the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section

501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(e).

8.11 Interest on Fines.

(a) Any past due fine may:

- (i) Bear interest at a rate established by the Association, not to exceed the legal rate per annum or the amounts set forth in the Act;
- (ii) Include any Costs of Collecting the past due fine at a rate established by the Association in accordance with the Act; and
- (iii) Include any costs incurred by the Association during a civil action to enforce the payment of the past due fine.

(b) "Costs of Collecting" includes without limitation, any collection fee, filing fee, recording fee, referral fee, fee for postage or delivery, and any other fee or cost that an Association may reasonably charge to the Owner for the collection of a past due fine. The term does not include any costs incurred by the Association during a civil action to enforce the payment of a past due fine;

8.12 Asset Enhancement Fee.

(a) General Rule. In addition to the transfer fee collected by the Association to cover the administrative costs associated with membership transfers, the Association shall collect a full Asset Enhancement Fee upon each transfer of title to a Lot, unless:

- (i) the transfer of title is an exempt transfer as defined in subparagraph (f) below, or
- (ii) the Lot in question is already subject to a New Member Fee, as set forth in subparagraph (g) below.

(b) Obligation to Pay. The Asset Enhancement Fee shall be:

- (i) charged to the grantor of the Lot,
- (ii) payable by the grantor or grantee, as their contract provides, to the Association at the close of escrow for the sale of the Lot, and
- (iii) recoverable by the Association as any other lien for assessments as set forth in Article VIII of the Declaration and Nevada law.

(c) Notice. Each Owner transferring a Lot shall notify the Association's secretary or designee, within three (3) days after an escrow has been opened, that the Lot is scheduled to be sold. Such notice shall include the name of the buyer, the estimated closing date, and any other information the Association may reasonably request.

(d) Calculation of Asset Enhancement Fee. The Asset Enhancement Fee shall equal 1/3 of one percent (1%) of the Gross Selling Price of the Lot, with all improvements, upgrades and premiums included, and shall be due upon the closing of the sale of the Lot. The Gross Selling Price shall be the total cost to the purchaser of the Lot, excluding the real property transfer taxes.

(e) Purpose. The Association shall deposit the Asset Enhancement Fee into the Association's operating account, for the purpose of, among other things, stabilizing assessments, and subsidizing the cost of enhancements and improvements to the Areas of Common Responsibility. By way of example and not limitation, Asset Enhancement Fees may be used to assist the Association in funding operating and maintenance costs for the recreational facilities, Common Area open space preservation and all other funding needs for operating the Association.

(f) Exempt Transfers. Any Owner acquiring title to a Lot on or before April 19, 2004, the Recording date of the Amendment adopting the Asset Enhancement Fee, is exempt from the Asset Enhancement Fee.

Any Owner acquiring title to a Lot after April 19, 2004 is obligated to pay the Asset Enhancement Fee, unless the transfer of title to the Lot is one of the following transactions:

- (i) by or to the Declarant, or its successor in interest;
- (ii) by a builder or developer holding title solely for purposes of development and resale;
- (iii) by a Person who is co-Owner of a Lot to another co-Owner of the Lot;
- (iv) by an Owner of a Lot to the Owner of the Lot and a family member of the Owner;
- (v) to the Owner's Estate, surviving spouse, or heirs at law, upon the death of the Owner;
- (vi) to an entity wholly owned by the Owner or to a family trust created by the Owner for the direct benefit of the Owner and his or her spouse and/or heirs at law;
- (vii) to an institutional lender as security for the performance of an obligation pursuant to a Mortgage;
- (viii) to a non-profit organization, as defined in Section 501(c)(3) of the Internal Revenue Code;

Notwithstanding the foregoing, if an Owner acquires title to a Lot pursuant to one or more of the exempt transfers set forth in paragraph (f) (i) – (viii) above, then that Owner is treated as the former Owner for the purpose of determining when an Owner acquired title. There is no limit to the number of consecutive, exempt transfers which may occur. For example, if Owner A owns a Lot at the time the Amendment is Recorded but conveys title to his Family Trust after the Amendment is Recorded, then the Family Trust will be treated as the Owner of the Lot prior to Recording of the Amendment if and when the Family Trust sells the Lot to a member of the general public.

(g) Relationship to New Member Fee. This Amendment does not alter or amend an Owner's obligation to pay a New Member Fee required by a Supplemental or Additional Declaration Recorded by the Declarant. Provided, however, that if an Owner is obligated to pay a New Member Fee pursuant to a Supplemental or Additional Declaration, then that Owner is only required to pay the portion of the Asset Enhancement Fee that exceeds the amount of the New Member Fee, if any.

**2013 Nevada Revised Statutes**

**Chapter 116 - Common-Interest Ownership (Uniform Act)**

**NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.**

**Universal Citation:** NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.
2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

# EXHIBIT 9

## SCA BYLAWS

**BYLAWS section 3(f)** was violated by FSR contract term 4.6 permitting to get compensation directly from members such as "Account Set-up Fee" as it permitted FSR to conceal that this foreclosure was not an arms-length transaction.

**BYLAWS section 3.15 (f)** was violated by the refusal to provide requested minutes.

**BYLAWS section 3.15A(A(d))** for failure to hold the required hearing to decide if to foreclose and providing no opportunity for Owner to be present and/or request and open hearing.

**BYLAWS section 3.15A(A)(e)** for refusal to provide the requested copy of the decision.

**BYLAWS section 3.17(i)** for initiating foreclosure without complying with CC&Rs 7.4.

**BYLAWS section 3.20** for over-delegation/negligent supervision of 3.18 (b) policy authority over collection of assessments.

**BYLAWS section 3.21(b)** for permitting FSR to keep payments from members "...for services related to change of ownership of a unit"

**BYLAWS section 3.21 (f) (v)** for stopping the publication of the collection reports as of 3/31/13.

**BYLAWS section 3.26(a)(b)(c)** for failure to provide proper notice, hearing and appeal. Section (d) (violation log) is the only term which is specifically inapplicable to violations "involving a failure to pay an assessment, for which the Board of Directors has imposed ...any other penalty."

**BYLAWS section 4.6** for failure to require two signatures on contracts with debt collectors.

# EXHIBIT 9

**THIRD**  
**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**SUN CITY ANTHEM**  
**COMMUNITY ASSOCIATION, INC.**

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(a) Any director, officer, or manager shall not solicit or accept any form of compensation, gratuity, or other remuneration that:

- (i) Would improperly influence or would appear to a reasonable person to improperly influence the decisions made by those persons; or
- (ii) Would result or would appear to a reasonable person to result in a conflict of interest for those persons.

(b) Notwithstanding the provisions of subsection (a), a member of the Board of Directors, an Officer, a community manager or any person working for a community manager shall not accept, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value from:

- (i) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, which total more than the amount established by the Commission for Common-Interest Communities and Condominium Hotels (the "Commission") by regulation, not to exceed \$100 per year per such attorney, law firm or vendor; or
- (ii) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Declarant, affiliate or person.

(c) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(d) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(e) In addition to the limitations set forth in subsection (a), a community manager shall not solicit or accept any form of compensation, fee or other remuneration that is based, in whole or in part, on:

- (i) The number or amount of fines imposed against or collected from an Owner or tenants or guests of the Owners for violations of the Governing Documents of the Association; or
- (ii) Any percentage or proportion of those fines.

(f) The provisions of this Section 3.13 do not prohibit a community manager from being paid compensation, a fee or other remuneration under the terms of a contract between the community manager and the Association if:

- (i) The scope of the respective rights, duties and obligations of the parties under the contract comply with the standards of practice for community managers adopted by the Commission pursuant to NRS 116A.400;
- (ii) The compensation, fee or other remuneration is being paid to the community manager for providing management of the Association; and

- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

#### 3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

(b) The Board of Directors may not meet in executive session to enter into, renew, modify, terminate, or take any other action regarding a contract, unless it is a contract between the Association and an attorney.

(c) The Board of Directors may meet in executive session only to:

(i) Consult with the attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive, or entering into, renewing, modifying, terminating or taking any other action regarding a contract between the Association and an attorney;

(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association;

(iii) Discuss a violation of the Governing Documents including, without limitation, the failure to pay an assessment; or

(iv) Discuss the alleged failure of an Owner to adhere to a schedule required by the Association for completion of the design of an Improvement or modification, or the commencement and completion of construction, or the issuance of a permit necessary for the occupancy or use, of such Improvement or modification, if such alleged failure may subject the Owner to a construction penalty as provided in the Declaration.

(d) The Board of Directors shall meet in executive session to hold a hearing on an alleged violation of the Governing Documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(i) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidences and the testimony of witnesses; and

(ii) Is not entitled to attend the deliberations of the Board of Directors.

(e) Except as otherwise provided in this section, any matter discussed by the Board of Directors when it meets in executive session must be generally noted in the minutes of the meeting of the Board of Directors. The Board of Directors shall maintain minutes of any decision concerning an alleged violation and, upon request, provide a copy of the decision to the person who is subject to being sanctioned at the hearing or to his designated representative.

(f) Except as otherwise provided above, an Owner is not entitled to attend or speak at a meeting of the Board of Directors held in executive session.

3.16. Action Without a Formal Board Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the Board's proceedings. A notice of the Board's action shall be posted in a prominent place within the Properties within three business days after all written consents to an action have been obtained. Failure to give notice shall not render the action taken invalid.

moisture intrusion. The Association understands and agrees that absent this specific indemnity, the Agent would not enter into this Agreement or undertake any actions to assist the Association.

**4.4 Deposit of Association Funds.** Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution approved by the Board. Such deposits shall be insured in accordance with NRS 116.311395 (2). The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

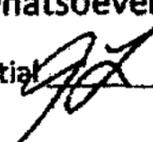
**4.5 Reserve Accounts.** All reserve funds of the Association shall be segregated and held in designated reserve accounts in a bank or other financial institution in accordance with NRS 116.31195 (1). No fewer than two Board member signatures shall be required to authorize disbursement of funds from the reserve accounts. Access to such account information shall be provided to Agent in order that Agent may perform its financial accounting and reporting responsibilities to the Association.

**4.6 Payment of expenses.** Agent shall direct the payment of all expenses of operation and management of the Association from the Association's funds held in account by Agent. In the event that Agent pays with its funds any costs, expenses or fees in connection with the operation and management of the Association, including, but not limited to, payroll for on-site personnel, such amounts owed to Agent or due to be reimbursed to Agent shall be paid from an Association operating account at any time without prior approval of the Board.

Furthermore, in consideration for the services provided by the Agent directly to a member of the Association, the Association hereby assigns any right, title and interest it may have to the fees listed on Attachment B charged to the member by the Association, such as the homeowner "Account Set Up Fee", and any other fees, charges and costs of the Agent, for services related to the change in ownership of a unit within the Association or otherwise, to the Agent, and authorizes the Agent to receive said fees, charges and costs directly from the escrow company, banking institution, trustee company, law firm, new or former owner, or other appropriate party that collects, distributes and/or pays the fees, charges and costs.

**4.7 Designation of one Board member to deal with Agent.** The Association's President is the only person authorized to interact with Agent on any matter relating to the management of the Association, except that the Association's Treasurer is authorized to provide direction to Agent's CFO related to the implementation of board policies and approved standards of financial reporting. Agent shall not accept direction or instructions with regard to the management of the Association from anyone else, except that the Vice President may interact with Agent should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

**4.8 Agent assumes no liability.** Agent assumes no liability whatsoever for any acts

Initial  Initial 



- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

#### 3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

### 3.16A Minutes of Board Meetings.

(a) The Secretary or other Officer specified in the By-Laws shall cause minutes to be recorded or otherwise taken at each meeting of the Board of Directors. Not more than 30 days after each such meeting said person shall cause the minutes or a summary of the minutes of the meeting to be made available to the Members or Owners. A copy of the minutes or a summary of the minutes must be provided to any Owner upon request and, if required by the Board of Directors, upon payment to the Association of the cost of providing the copy.

(b) Except as otherwise provided below, the minutes of each meeting of the Board of Directors must include:

(i) The date, time, and place of the meeting;

(ii) Those members of the Board of Directors who were present and those members who were absent at the meeting;

(iii) The substance of all matters proposed, discussed, or decided at the meeting;

(iv) A record of each member's vote on any matter decided by vote at the meeting; and

(v) The substance of remarks made by any Owner who addresses the Board of Directors at the meeting if he requests that the minutes reflect his remarks or, if he has prepared written remarks, a copy of his prepared remarks if he submits a copy for inclusion.

(c) The Board of Directors may establish reasonable limitations on the materials, remarks, or other information to be included in the minutes of its meetings.

(d) The Association shall maintain the minutes of each meeting of the Board of Directors until the Association is terminated.

3.16B Recording. An Owner may record on audiotape or any other means of sound reproduction, a meeting of the Board of Directors, unless the Board of Directors is meeting in executive session, as long as the Owner, before recording the meeting, provides notice of his intent to record the meeting to the members of the Board of Directors and the other individuals who are in attendance.

### C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary to administer the Association's affairs and to perform all responsibilities and exercise all the Association's rights as set forth in the Governing Documents, the Act, and as otherwise provided by law. Except for those acts or other powers which are to be done and exercised by the membership, or otherwise limited or prohibited under Nevada law or the Governing Documents, the Board may do or shall cause to be done all acts and things which in their business judgment benefits the Association.

3.18. Duties. The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel and contract with managers as necessary, including affiliates of Declarant, to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) making and amending Use Restrictions and Rules in accordance with the Declaration;
- (g) opening of bank accounts on the Association's behalf and designating the signatories required;
- (h) making or contracting to make repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Laws,
- (i) enforcing the Governing Documents and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in Section 7.4 of the Declaration;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association;
- (m) keeping books with detailed accounts of the Association's receipts and expenditures;
- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and,
- (p) indemnifying an Association director, officer, or committee member, or former director, officer, or committee member to the extent such indemnity is permitted or required by Nevada law, the Articles, or the Declaration.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) Association cash accounts shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose. The Board shall obtain approval of Members entitled to cast at least a majority of votes at a duly called and held Members meeting at which a quorum is present if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

Portions of the Common Area may be subjected to a security interest by the Association provided that Home Owners entitled to cast at least a majority of the Association's votes, including a majority of the votes of Lots not owned by Home Owners, agree to such action.

Limited Common Area may also be subjected to a security interest provided that all Owners of Lots to which the area is allocated agree to such action. During the Declarant Control period, no Mortgage shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Home Owners representing at least 67% of the total votes attributable to Home Owners in the Association and the approval of the U. S. Department of Housing and Urban Development or the U.S. Department of Veteran Affairs, if either such agency insures or guarantees the Mortgage on any Lot.

3.23. Rights to Contract. The Association shall have the right to contract with any Person for the performance of various duties, functions, and services. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhoods and other owners or residents associations, within and outside the Properties and Anthem; provided, any common management agreement shall require the consent of a majority of the total number of Association directors. The Association shall have the right to terminate contracts entered into during the Declarant Control period as set forth in the Act.

3.24. Board Training. In conjunction with this requirement, prior to serving as a director, each Board member shall certify in writing that he or she has read and understands the Governing Documents and the provisions of the Act. Each director shall attend a Board training seminar within the first six months he or she serves as a director. Such seminar shall educate the directors about their responsibilities and duties and may be live, video or audio tape, or other format. The Board shall offer the seminar at a time reasonably convenient for the subject director.

3.25. Board Standards. In the performance of their duties, Association directors and officers shall act as fiduciaries and are subject to insulation from liability provided for directors and officers of corporations by Nevada laws and Section 116.3103 of the Act, and as otherwise provided in the Governing Documents. Directors are required by Section 116.3103 of the Act to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

As defined herein, a director shall be acting in accordance with the business judgment rule so long as the director: (a) acts within the express or implied terms of the Governing Documents and his or her actions are not *ultra vires*; (b) affirmatively undertakes to make decisions which are necessary for the continued and successful operation of the Association and, when decisions are made, they are made on an informed basis; (c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and (d) acts in a non-fraudulent manner and without reckless indifference to the affairs of the Association. A director acting in accordance with the business judgment rule shall be protected from personal liability.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

3.26. Enforcement Procedures.

Prior to exercising certain enforcement rights set forth in Section 7.4 of the Declaration and the Governing Documents, the Association shall comply with the following notice and hearing procedures:

(a) Notice. Prior to imposing any sanction as provided in the Governing Documents which requires notice, the Board or, if so directed by the Board, the Deed Restriction Enforcement Committee, or the management agent, shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the Deed Restriction Enforcement Committee within 15 days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the Board or the Deed Restriction Enforcement Committee receives a request for a hearing within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If the Board or the Deed Restriction Enforcement Committee does not receive a timely request for a hearing, the sanction stated in the notice shall be imposed; provided, the Board or the Deed Restriction Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction any Person's future violations of the same or other provisions and rules.

(b) Hearing. If the alleged violator requests a hearing within the allotted 15-day period, the hearing shall be held before the Deed Restriction Enforcement Committee, or if it has not been established, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Deed Restriction Enforcement Committee, the alleged violator shall have the right to appeal the decision to the Board. To perfect this right, the alleged violator must file a written notice of appeal with the management agent, President, or Secretary of the Association within 15 days after the hearing date. The Board may promulgate guidelines with respect to filing such written appeals.

Notwithstanding anything to the contrary in this Section, the Board may elect to enforce the Governing Documents by certain sanctions set forth in Section 7.4 of the Declaration including by suit at law or in equity to enjoin any violation, or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or other Person responsible for the violation shall pay all costs, including reasonable attorneys' fees actually incurred.

(d) Violation Log.

(i) The Board of Directors of an Association shall maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an assessment, for which the Board of Directors has imposed a fine, a construction penalty or any other sanction. The general record:

- (A) Must contain a general description of the nature of the violation and the type of sanction imposed. If the sanction imposed was a fine or construction penalty, the general record must specify the amount of the fine or construction penalty;
- (B) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information that may be used to identify the person or the location of the Lot, if any, that is associated with the violation; and

- (C) Must be maintained in an organized and convenient filing system or date system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

#### ARTICLE IV OFFICERS

4.1. Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the Board members. Other officers may, but need not be, Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same individual, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following the election of the Directors and shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served. The Board may fill a vacancy arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, the Board may direct any officer to perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for preparing the Budget as provided in the Declaration and these By-Laws and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other Person or Persons as may be designated by Board resolution. The Board shall require signatures for the withdrawal of reserve funds of either two Board members or a Board member and officer of the Association who is not also a Board member. For purposes of this Section, "reserve funds" means monies the Board has identified in the budget for use to defray the future repair or replacement of, or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

## ARTICLE V COMMITTEES

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Deed Restriction Enforcement Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board shall appoint a Deed Restriction Enforcement Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Deed Restriction Enforcement Committee shall be responsible for taking such enforcement actions set forth in the Governing Documents, shall be the hearing tribunal of the Association, and shall conduct hearings held pursuant to Section 3.26.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or Neighborhood Association may, but is not required to, elect a Neighborhood Committee to determine the nature and extent of services, if any, collectively desired by the Owners to be provided to the Neighborhood by the Association in addition to those provided to all Association Owners. A Neighborhood Committee is an advisory committee only and, unless otherwise expressly provided by the Governing Documents or delegated by the Board, it shall have no authority to govern or administer the affairs of the Neighborhood. The Neighborhood Committee may advise the Board on any issue, but it shall not have the authority to bind the Board.

Upon receipt of a signed petition of 10% or more of a Neighborhood's Owners, the Board shall authorize the establishment of a Neighborhood Committee for that Neighborhood. As determined by the Board, a Neighborhood Committee shall consist of three to five members. The Board shall promulgate procedures for electing committee members and for conducting Neighborhood Committee affairs in general. Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. Members of the Neighborhood Committee shall elect a chairperson who shall preside at its meetings and be responsible for transmitting all communications to the Board.

In conducting its duties and responsibilities, each Neighborhood Committee shall abide by notice and quorum requirements applicable to the Board under Sections 3.10, 3.11, and 3.12. Neighborhood Committee meetings shall be open to all Neighborhood Lot Owners.

## ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law, the Articles of Incorporation, the Declaration, or these By-Laws.

**EXHIBIT 10**

**RESOLUTION ESTABLISHING THE GOVERNING  
DOCUMENT POLICY & PROCESS**

**EXHIBIT 10**

**RESOLUTION ESTABLISHING THE GOVERNING DOCUMENTS**  
**ENFORCEMENT POLICY & PROCESS**

Sun City Anthem Community Association, Inc.

**Whereas, the Association's affairs shall be governed by a Board of Directors (By-Laws, Article III. Section A, Paragraph 3.1), and**

**Whereas, the Board may create, modify, and enforce reasonable Rules governing the use of the Properties (CC&Rs, Article III, Section 3.3(a), and**

**Whereas, the Board has fiduciary duty to the Members to protect and maintain the Properties, and**

**Whereas, the Board has a duty to fairly enforce the rules of the Association, and**

**Whereas, the Board desires to clearly describe the process for enforcing the Association's Governing Documents, and**

**Whereas, the Board desires to clearly describe the consequences for non-compliance with the rules of the Association,**

**Therefore Be It Resolved, the following Governing Documents Enforcement Policy Process is adopted:**

- 1. Notice of Violation: A Notice of Violation or Notice of Alleged Violation will be sent by the Board of Directors (or its managing agent as the Board may direct) via first class mail to the alleged violator/homeowner at the address provided by the homeowner/alleged violator to the Sun City Anthem Community Association, Inc. The letter shall include the following information:**
  - A description of the violation,
  - A specific reference to the provision(s) of the Association's Governing Documents that is alleged to be violated
  - A request that the homeowner respond in writing and comply with the requirement
  - A time limit for compliance. The alleged violator will be given at least seven (7) days to comply with the requirement, and
  - Notice that failure to comply may result in a hearing before the Covenants Committee.
  
- 2. Notice of Hearing: A Notice of Hearing Letter will be sent by the Board of Directors (or its managing agent) via first class and certified U.S. mail to the alleged violator/homeowner if compliance is not achieved in the required time specified in the Notice of violation. The Notice of Hearing letter shall include the following information:**
  - A description of the violation,

- A specific reference to the provision of the Association's Governing Documents that has been violated,
- A request that the alleged violator comply with the Governing Document provision that is specified within a specified number of days or by a specified date.
- Notification that a fine of \$100.00 per week may be assessed if the violation is not cured, and that other sanctions, as set forth in the' CC&Rs (Article VII, Section 4) may be imposed,
- Notification that in the case of a determination that the conduct is a violation and poses an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the residents of the community there is no statutory limit on the fines.
- Notification that a hearing, at a specific date and time, will be held.
- Notification that the hearing will be held and a decision made whether or not the member attends the hearing.
- The alleged violator (homeowner) has one opportunity to reschedule the hearing by requesting another date in writing in advance of the scheduled date.
- A copy of the Notice of Hearing letter shall be sent to the property address and to the alleged violator/homeowner address of record if the two addresses are different.

The Covenants Committee will serve as the Hearing Panel (By-Laws Article III, Section C, paragraph 3.26) with the administrative assistance of the Managing Agent. The alleged violator will have the right to make a statement to the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to testify on their behalf. The Hearing Panel will make a decision after the alleged violator leaves the hearing.

3. Notice of Fines and/or Sanctions: Notice of Fine or Sanction letter will be sent by the Managing Agent via regular and certified mail within five business days after the hearing if fines or sanctions are imposed and will include the following:
  - The decision of the Hearing Panel,
  - The fines and/or sanctions imposed (if any),
  - Notice that if the violation is not cured prior to the date of the initial fine/sanction posting date, the fine/sanction(s) will begin as directed by the Covenants Committee Hearing Panel.
  - Notice that if the owner/violator does not agree with the Hearing Panel's decision, the owner/violator has fifteen (15) days to submit a written appeal to Board of Directors. All fines and/or sanctions will be temporarily suspended until the appeal is heard.
  - If the appeal is denied, the fines will be reinstated to the date the fines or sanctions were originally to begin. If there is no appeal, the initial fine and any continuing violations fines shall be charged to the homeowner/violator account.

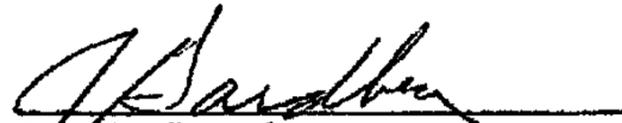
- All costs and fees incurred by the Association to compel compliance will be charged back to the violator.
- For Collection Account Hearings the Notice of Hearing and the Sanction to be imposed for accounts at collection are both noticed in the one letter:

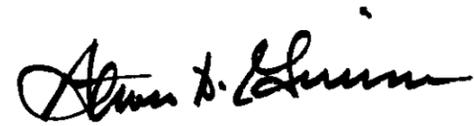
All appeals are reviewed in Executive Session before at least a quorum of the Board of Directors unless the violator requests the hearing be held in public. The homeowner/violator will have the right to make a statement to the Board of Directors. The decision by the Board of Directors will be made after the homeowner/violator leaves the Appeal Hearing. If the appeal was made directly to the Community Association and not via the collection agency then the Association shall send an Appeal Hearing Determination Letter within five (5) business days after the Appeal Hearing. The decision of the Board of Directors is final.

4. Health, Safety, and Welfare Violations: If it is determined that a violation poses an imminent threat which would cause a substantial adverse effect on the health, safety, or welfare of the owners and occupants of the Association, then the Board of Directors, at its sole discretion, may set aside the timeline described in Items 1-4 above. The Board of Directors shall undertake any and all actions necessary to compel compliance including liens, foreclosures, or enforcement by declaratory and injunctive relief. All costs and fees incurred by the Association will be charged back to the member.
5. Once a total of \$500.00 in fines has been assessed for any violation, the matter may be processed for collection and a lien may be filed on the property.

Adopted the 17<sup>th</sup> day of November 2011 at a duly constituted meeting of the Board of Directors of the Sun City Anthem Community Association, Inc.

  
James J. Long, President

  
Jerry Gardberg, Secretary



CLERK OF THE COURT

1 **AACC**  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention/Cross-Claimant,*  
5 *In Proper Person*

6 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

7  
8 **JOEL A. STOKES and SANDRA F. STOKES,**  
as trustees of the JIMI JACK IRREVOCABLE  
9 TRUST,

10 **Plaintiffs,**

11 vs.

12 **BANK OF AMERICA, N.A.; SUN CITY**  
**ANTHEM COMMUNITY ASSOCIATION,**  
13 **INC.; DOES 1 through X and ROE BUSINESS**  
**ENTITIES 1 through 10, inclusive,**

14 **Defendants.**

15  
16 **NONA TOBIN, an individual, and Trustee of**  
**the GORDON B. HANSEN TRUST, dated**  
17 **8/22/08**

18 **Counter-Claimant,**

19 vs.

20 **JOEL A. STOKES and SANDRA F. STOKES,**  
as trustees of the JIMI JACK IRREVOCABLE  
21 TRUST,

22 **Counter- Defendants.**  
23  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S ANSWER TO  
PLAINTIFF'S COMPLAINT AND  
COUNTERCLAIM**

1 **ANSWER**

2 COME NOW, Defendant-in-Intervention, NONA TOBIN, Trustee of the Gordon B.  
3 Hansen Trust, an individual, (Hereinafter "*Defendant*"), in proper person, and hereby answers  
4 the five claims for relief in Plaintiffs' June 16, 2015, complaint and affirms or denies the  
5 Plaintiffs' allegations as follows:

6 1. Defendant admits the allegations contained in paragraphs: 3, and 8 of Plaintiffs'  
7 complaint.

8 2. Defendant denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13,  
9 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs'  
10 complaint.

11 3. Defendant is without sufficient knowledge or information to form a belief as to  
12 truth of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs'  
13 complaint, and deny these allegations upon that basis.

14 **AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**  
16 **(Failure to State a Claim)**

17 Plaintiffs' Complaint fails to state a claim against Defendant upon which relief can be  
18 granted.

19 **SECOND AFFIRMATIVE DEFENSE**  
20 **(Priority)**

21 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent  
22 Quit Claim Deed.

23 **THIRD AFFIRMATIVE DEFENSE**  
24 **(Assumption of Risk)**

Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the

1 situations, actions, omissions, and transactions upon which they now base their various claims  
2 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
3 consequently barred from all recovery by such assumption of risk.

4 **FOURTH AFFIRMATIVE DEFENSE**  
5 **(Commercial Reasonableness)**

6 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*  
7 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was  
8 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,  
9 and omissions and fraudulent concealment of misdeeds.

10 **FIFTH AFFIRMATIVE DEFENSE**  
11 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

12 Defendant alleges that the Plaintiffs' claims are barred by the equitable doctrines of  
13 unclean hands and failure to act in good faith.

14 **SIXTH AFFIRMATIVE DEFENSE**  
15 **(Fraudulent Concealment)**

16 Plaintiffs and their attorneys fraudulently concealed their complicity with the HOA  
17 Agents and the straw buyer in the manner, the timing, and financing in taking title and  
18 possession to Defendant's property, hereby contributing to the elements that made the sale  
19 voidable, i.e., that the property was not purchased by a bona fide purchaser for value originally  
20 at the August 15, 2014 HOA sale and that none of the subsequent purchasers, if any, were  
21 innocent third parties whose interests are worthy of any protection.

22 **SEVENTH AFFIRMATIVE DEFENSE**  
23 **(Waiver and Estoppel)**

24 Defendant alleges that by reason of Plaintiffs ' acts and omissions, Plaintiffs have waived  
their rights and are estopped from asserting their claims against Defendant.

///

1 **EIGHTH AFFIRMATIVE DEFENSE**  
2 **(Void for Vagueness and Ambiguity)**

3 Chapter 116.3116-NRS116.31168 and other statutes, bylaws and CC&Rs that govern  
4 liens and collections for overdue assessments, notices, and the HOA's granting of its authority to  
5 its Agent or Trustee to conduct foreclosure sales for delinquent assessments are void for  
6 vagueness and ambiguity.

7 **NINTH AFFIRMATIVE DEFENSE**  
8 **(Violation of Due Process)**

9 Defendant cannot be deprived of her property interest in violation of the Procedural Due  
10 Process Clause of the 5th and 14th Amendments of the United States Constitution and Article 1,  
11 Sec. 8, of the Nevada Constitution. The August 19, 2016 *Bournes Valley Court Trust v. Wells*  
12 *Fargo*, Ninth Circuit Appellate Court Decision, No. 15-15233 D.C. No. 2:13-cv-00649-PMP-  
13 NJK established the NRS 116 statutes controlling HOA foreclosures violated the banks'  
14 Constitutional protection. The facts of the case will show that the due process rights and title  
15 interests of Defendant as the property owner were also violated by the HOA Agents'  
16 implementation of the flawed statute.

17 *"We hold that the Statute's "opt-in" notice scheme... facially violated the lender's*  
18 *constitutional due process rights under the Fourteenth Amendment to the Federal*  
19 *Constitution. We therefore vacate the district court's judgment and remand for*  
20 *proceedings consistent with this opinion."*

21 *Id.*

22 A determination that the disputed HOA sale was defective would unwind the title record  
23 of the Subject Property, and open the door for quiet title judgment in the Defendant's favor.

24 **TENTH AFFIRMATIVE DEFENSE**  
**(Violation of Procedural Due Process)**

The HOA sale was conducted in a manner that deprived Defendant of her property

1 interest without due process pursuant to: Due Process Clause of the Nevada Constitution and  
2 United States Constitution, violations of the Sun City Anthem Community Association, Inc.  
3 (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS  
4 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders  
5 experienced by the opt-in notice scheme of NRS 116.3116 et seq.

6  
7 **ELEVENTH AFFIRMATIVE DEFENSE**  
8 **(Supremacy Clause)**

9 The HOA sale is void or otherwise does not operate to deprive Defendant of her equitable  
10 title or any other property rights pursuant to the Supremacy Clause of the United States  
11 Constitution.

12  
13 **TWELFTH AFFIRMATIVE DEFENSE**  
14 **(Property Clause)**

15 The HOA sale is void or does not operate to deprive Defendant of equitable title or any  
16 other property rights pursuant to the Property Clause of the United States Constitution.

17  
18 **THIRTEENTH AFFIRMATIVE DEFENSE**  
19 **(Unjust Enrichment)**

20 Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any  
21 and all rents they have collected since the date they acquired possession of the Subject Property,  
22 have unjustly enriched Plaintiffs.

23  
24 **FOURTEENTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate Damages)**

25 Defendant alleges that the Plaintiffs' claims are barred in whole or in part because of the  
26 Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.

27 ///

1 **FIFTEENTH AFFIRMATIVE DEFENSE**  
2 **(Additional Affirmative Defenses)**

3 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule  
4 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further  
5 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the  
6 right to seek leave of court to amend this answer to specifically assert the same. Such defenses  
7 are herein incorporated by reference for the specific purpose of not waiving same.

8 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 9 1. That Plaintiffs take nothing by way of their Complaint;  
10 2. That the Court make a judicial determination that Defendant's claim of title is  
11 superior to Plaintiffs' claim to title;  
12 3. For legal fees and costs of suit herein incurred; and,  
13 4. For such other and additional relief as the Court deems proper under the  
14 circumstances.

15 **COUNTERCLAIM**

16 COMES NOW, Defendant-in-Intervention/Counter-Claimant, NONA TOBIN, (Herein  
17 "*Counter-Claimant*" or "*Tobin*"), in proper person, and hereby submits her Counterclaim  
18 against Counter-Defendants, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack  
19 Irrevocable Trust, Does I through X; and Roe Corporations XI through XX, inclusive  
(collectively, "*Counter-Defendants*").

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,  
23 Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of  
24 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and

1 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH*  
2 *Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein  
3 “HOA sale”) for delinquent assessments (Herein “HOA dues”).

4 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA  
5 F. STOKES, (Herein “*Stokes*” or “*Counter-Defendants*”) are the trustees of the JimiJack  
6 Irrevocable Trust (Herein “*Jimijack*”), and are residents of Nevada.

7 3. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at  
8 this time. Counter-Claimant expressly reserves the right to add additional parties when and if the  
9 names of such parties become available.

10 4. The Real Property that is the subject of this civil action is in Sun City Anthem  
11 Community Association, Inc. (HOA), and is commonly known as: 2763 White Sage Drive,  
12 Henderson, Nevada 89052, A.P.N 191-13-811-052 (“*Subject Property*”).

13 5. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this  
14 Court. Venue is proper because the Subject Property involved in this case is located in, and a  
15 substantial part of the event or omissions giving rise to Counter-Claimant’s claims occurred in  
16 Clark County, Nevada.

17 6. That pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and  
18 authority to declare Counter-Claimant’s rights and interests in the Property and to resolve  
19 Counter- Defendants' adverse claims in the Property.

20 7. Further, that pursuant to NRS 30.010 et seq., this Court has the power and authority to  
21 declare the rights and interest of the parties following the acts and omissions of the HOA and  
22 HOA Agents in foreclosing the Property.

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**III.**

**GENERAL ALLEGATIONS**

8. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

9. That on or about July 30, 2003, Gordon B. Hansen (Herein "*Hansen*"), purchased the Subject Property. The Deed of Trust executed by Hansen features Western Thrift & Loan as the Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as the Beneficiary, Joan H. Anderson as the Trustee, and secured a loan in the amount of \$436,000.00.

10. Gordon Hansen retained the property as his principal residence and sole property in a 2004 divorce settlement. Marilyn Hansen signed a Quit claim Deed, recorded on June 11, 2004, relinquishing all interest. All secured Deeds of Trust in both their names were paid off and re-conveyed to be solely in Gordon Hansen's name at the time of the divorce.

11. Gordon Hansen created the Gordon B. Hansen Trust, dated August 22, 2008, and deeded 2763 White Sage Dr., Henderson NV, 89052, (herein "*Subject Property*") into the GBH Trust on August 27, 2008.

12. The Trust held the title to the Subject Property until the Foreclosure Deed from the August 15, 2014 HOA sale was recorded on August 22, 2014.

13. NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated 8/22/08, was nominated to be the Successor Trustee in the event of Gordon B. Hansen's death, and actually became the Successor Trustee when Hansen died on January 14, 2012. His son, Steve Hansen, is the only other member of the Trust, and they are equal beneficiaries.

14. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity Homes, LLC, alter ego of Realtor Thomas Lucas, for a commercially unreasonable sum of

1 \$63,100.00.

2 15. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally  
3 defective, null, and *void*.

4 16. That the Stokes claim to be the sole owners in fee since June 3, 2015, is invalid as the  
5 HOA foreclosure sale was defective due to its many statutory and procedural violations and due  
6 to the Stokes' complicity with HOA Agents and/or others in the subsequent fraudulent re-  
7 conveyance of the Subject Property to them on September 25, 2014, directly after the HOA sale.

8 **FIRST CAUSE OF ACTION:**

9 **(Quiet Title and Equitable Relief)**

10 17. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the  
11 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the  
12 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure  
13 mediation as required by Nevada statutes and the HOA governing documents.

14 18. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid  
15 subsequent transfers of title, Counter-Defendants are not bona fide title holders and are co-  
16 conspirators in the fraudulent conveyance of the property, and Counter-Claimant is entitled to  
17 declaratory relief, quieting title in her favor.

18 19. For all the reasons set forth, Counter-Claimant is entitled to a determination from this  
19 Court, pursuant to NRS 40.010, that Counter-Claimant rights to title should be restored, and that  
20 Counter-Claimant's rights are superior to the interests of Counter-Defendants, and that Counter-  
21 Claimant is entitled to a declaratory judgment quieting title in her favor.

22 20. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is  
23 unlawful and void and conveyed no legitimate interest to Counter-Defendants.  
24

1        21. That Counter-Claimant has been required to incur legal fees and costs for the  
2 prosecution of this matter, and therefore, is entitled to reasonable legal fees and costs.

3        22. That Subsequent Purchasers STOKES/JIMJACK and F. BONDURANT were not Bona  
4 Fide Purchasers nor Innocent Third Parties who deserve the Court's protection. (*Smith v. United*  
5 *States*, 373 F.2d 419, 424 as cited in *Shadow Wood*.)

6        23. Counter-Claimant alleges that the Stokes and other subsequent purchasers have  
7 “Unclean Hands”, are not bona fide purchasers for value, and not innocent third parties, and:

8        24. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,  
9 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if  
10 they “had actual knowledge, constructive notice or reasonable cause to know of the fraud  
11 intended.”

12        25. That Joel and Sandra Stokes cannot be construed to be innocent third parties because  
13 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their  
14 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure  
15 to properly register and license Jimijack as a business entity while attempting to use it as a shield  
16 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in  
17 this property's title that increased their probability of gaining an unjust windfall from a first deed  
18 of trust without a clear owner of the Note.

19        26. That F. Bondurant, LLC in default, as the other supposed successive purchaser, also has  
20 many flaws in the manner title passed briefly through an entity in default.

21        27. That the F. Bondurant “Manager” Yuen K. Lee's signature is on the falsely notarized  
22 deed as if LEE were LUCAS who had the authority to convey the property to the Stokes.

23        28. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly  
24

1 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or  
2 88 or 88A.

3 29. That Stokes' self-identification as the Real Party in Interest is unexpected and evolving  
4 renaming themselves between or within court filings, sometimes as Trustees of Jimijack,  
5 sometimes as Jimijack, an unregistered, unrecorded, and licensed entity of questionable legality.

6 30. That Joel and Sandra Stokes are taking title to property without escrow or standard  
7 documentation, in a similarly unexpected and evolving manner, sometimes as Trustees, sometime  
8 as individuals, sometimes as Jimijack, the unregistered entity, and sometimes, as co-owners.

9 31. That owning and receiving rents from HOA foreclosures is business for which proper  
10 business licensing is required (NRS 363.015).

11 32. That the Stokes have excessively profited from this and other HOA foreclosure  
12 properties by failing to register as a business, thereby evading commercial taxes as well as by  
13 receiving rents while not paying any mortgage, property taxes, or property insurance;

14 33. Alternatively, that Stokes are illegally operating as a business trust without being  
15 registered with the NV Secretary of State as a business trust, pursuant to NRS 88A.

16 34. That STOKES are using protections and accessing freedoms afforded to other types of  
17 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture  
18 rather than the more conventional use of Grantor Trusts to protect assets after the death of the  
19 Grantor.

20 35. That STOKES are illegally utilizing the designation "Irrevocable Trust" as a ruse to  
21 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required  
22 registration or annual reporting to the Nevada Secretary of State (NV SOS).

23 ///



1 f. refusing to provide a certified copy of the page where the entry should have been;  
2 and

3 g. Refusing to allow her journal to be inspected for other signatures she notarized  
4 involving parties in this case, or their Counsel, Mr. Hong. See, NRS 240.120(6)(a)  
5 NRS 240.147

6 40. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,  
7 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'  
8 attorney, Joseph Hong, and that their actions unfairly advantaged Hong's client, the Stokes.

9 41. That Hong and the Stokes should all be considered complicit in executing, causing to  
10 be notarized and recorded, an instrument to claim an interest in real property which contained the  
11 material misstatement of who appeared before the notary to execute the Quit Claim Deed.

12 42. That NRS 240.150(2)(a)(b) define the liability for this notarial misconduct rests with  
13 the notary's employer as it was done within the course and scope of her employment.

14 (a) The employer's liability may include a civil penalty of up \$2,000 per violation and

15 (b) "the employer is liable for any damages proximately caused by the misconduct of the  
16 notary".

17 43. NRS 205.395(1)(b) creates criminal penalties for "every person who executes or  
18 notarizes a document purporting to create an interest in...real property, that is recorded in the  
19 office of the county recorder...and who knows or has reason to know that the document  
20 ...contains a material misstatement or false claim or is otherwise invalid has made a false  
21 representation ...(2)...is guilty of a category C felony..."

22 44. That the instrument cannot legally convey real property due to the violations of the  
23 *Statute of Frauds*:

24 45. a) NRS 111.125(1)(2) proof required from subscribing witness was insufficient;

1 46. b) NRS 111.315 was violated in that the document was not "...proved, acknowledged  
2 and certified in the manner prescribed in this chapter..." prior to being "recorded in the office of  
3 the recorder of the county in which the property is situated...";

4 47. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey  
5 real property or to be received into evidence.

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

8 48. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
9 forth herein.

10 49. Counter-Claimant alleges that the Stokes have unfairly had the exclusive title,  
11 possession, use and enjoyment of the Subject Property since September 26, 2014 since it was  
12 illegally taken from the Counter-Claimant by the illegally-conducted HOA sale.

13 50. That the Stokes acquired the Subject Property for a commercially unreasonable sum of  
14 One Dollar.

15 51. That the Stokes underpaid the Real Property Transfer Tax by claiming a fair market  
16 value of \$273,000 at the same time as they listed the property on the MLS for \$569,900.

17 52. That the Stokes have collected \$1,500/month in rent for over two years for the Subject  
18 Property, one of multiple HOA foreclosures they own, and have not paid anything toward  
19 mortgages, any homeowners insurance, or any taxes, real estate or commercial, in relation to  
20 their rental business.

21 53. That the Stokes have acquired multiple HOA foreclosures which share a common  
22 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",  
23 and that their knowledge of specific title defects made these properties the perfect targets to  
24

1 perpetuate an extraordinarily profitable “rental scam”, i.e., be able to collect rents on a property  
2 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very  
3 long time because there was no clear owner of the security interest with standing to foreclose.

4 54. That the Stokes’ accumulation of excessive profits from acquiring multiple similarly-  
5 distressed HOA foreclosure properties is not a product their astute real estate investment acumen  
6 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the  
7 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich  
8 themselves.

9 55. That this knowledge of defects in title was illegally and covertly provided to the  
10 Stokes, rendering them conspirators in fraudulent re-conveyance of these properties depriving  
11 Counter-Claimant of the title and all other benefits and profits of ownership of the Property.

12 56. That the HOA “Resident Transaction Report” for the Subject Property establishes that  
13 there was collusion between the HOA Agent that conducted the HOA sale (RRFS) and the HOA  
14 Agent who had the HOA management contract (FSR) and Realtor Thomas Lucas d/b/a Op  
15 Homes to illegally, and covertly, pass possession of the property on September 25, 2014 to the  
16 Stokes which: a) contradicted title changes recorded in both the June 9, 2015, Quit Claim Deeds;  
17 and b) cheated the HOA of the CC&R section 8.12-mandated Asset Enhancement fee from all  
18 three supposed titleholders, totally approximately \$2,000 (1/3 of 1% of three (fraudulently-  
19 under-stated) gross sales prices) or \$4,500 if based on fair market value, and c) cheated the HOA  
20 of the \$225.00 New Member set-up fees due from each of the supposed intervening owners, i.e.,  
21 Thomas Lucas d/b/a Opportunity Homes LLC or Yuen K. Lee d/b/a F. Bondurant, LLC in  
22 default, i.e., another \$450 kept by the HOA’s self-serving Agents and not given to the HOA.

1 57. That the Stokes have unfairly profited from not getting business licenses or  
2 commercial registration for Jimijack, thereby evading taxes and fees that would have been  
3 required of a properly registered and licensed entity that does business in the State of Nevada.

4 58. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the  
5 unlawful HOA Sale and nature of the real property.

6 59. That Counter-Defendants and fictitious Counter-Defendants have benefitted by failing  
7 to pay the taxes, insurance or homeowner's association, Asset Enhancement, and New Member  
8 transfer fees since the time of the HOA Sale.

9 60. That if Counter-Claimant's counterclaim is successful in quieting title against  
10 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and  
11 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of  
12 the Property.

13 61. Counter-Claimant has suffered and will continue to suffer damages if Counter-  
14 Defendants and fictitious Counter-Defendants retain their interests in the Property and the funds  
15 received from the HOA Sale, including but not limited to, any rental income they may be  
16 receiving from the property.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

19 62. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
20 forth herein.

21 63. That Counter-Defendants JOEL AND SANDRA STOKES acted in concert to conceal  
22 illegal acts resulting in unfairly depriving Counter-Claimant of the Subject Property for the  
23 unjust enrichment of themselves and undeserving fellow conspirators.

1       64. That Counter-Defendants JOEL AND SANDRA STOKES and others complicit in  
2 fraudulent conduct of HOA sale and re-conveyance of property to non-bona fide purchasers  
3 unfairly deprived Counter-Claimant of the Subject Property for their own unjust enrichment in  
4 that notice of the actual sale was given to BHHS Realtor Tom Lucas who had a previously  
5 purchased an HOA foreclosure property from RRFs, but did not give notice of the actual sale to  
6 Cross-Claimant's agent, BHHS Realtor Craig Leidy.

7       65. All the elements of an actionable conspiracy were met in this case: a) two or more  
8 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
9 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
10 damages.

11       66. That conspirators have illegally used improperly licensed and registered entities to  
12 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the  
13 Subject Property for their unjust enrichment which resulted in Counter-Claimant's loss of title  
14 and possession of the Subject Property through:

- 15       a) formation and use of a corporation to transfer to it the existing liability of another  
16       person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 17       b) the concealment and misrepresentation of the identity of the responsible  
18       ownership, management and financial interest [210 Cal. App. 2d 840]
- 19       c) disregard of legal formalities and the failure to maintain arm's length relationships  
20       among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 21       d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
22       venture or the business of an individual or another corporation (McCombs v.  
23       *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.

1           2d 661

2           e) the use of the same office or business location; the employment of the same  
3           employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*  
4           *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*  
5           *Greendale Park, Inc.*, supra)

6           f) the confusion of the records of the separate entities [210 Cal. App. 2d  
7           839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

8           67. That Counter-Defendants JOEL AND SANDRA STOKES, HOA Agents; BHHS  
9           Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne  
10          M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor  
11          Robert Goldsmith; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in  
12          concert to: a) Conduct and/or or profit unjustly from the HOA sale from which others were  
13          excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of  
14          title and/or c) to market the Subject Property contrary to MLS.

15          68. That conspirators: a) made improper, insufficient and selective notification to the HOA  
16          Board, enforcement officials, and Counter-Claimant, b) utilized bogus and/or illegally structured  
17          entities for fraudulent concealment of their illegal acts, c) withheld or provided false information  
18          to enforcement agencies and the HOA Board and/or d) misused the Multiple Listing Service  
19          (MLS) system, the County land records system and other public systems to evade detection.

20          69. That Counter-Defendants JOEL AND SANDRA STOKES and the conspiring Realtors  
21          facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real  
22          property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset  
23          Enhancement Fees, and in so doing, the conspirators:

- 1 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-  
2 conveyances;
- 3 b) utilized insider information in violation of the Exclusive Agency (ER) agreement  
4 Tobin had with BHHS Broker, Forrest Barbee;
- 5 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
- 6 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified  
7 the chain of title;

8 70. That Cross-Defendants' conduct deviated from the usual course of business when  
9 conveying property in Nevada and failed to utilize the customary written documentation,  
10 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and  
11 disbursed, and proper recording of instruments of conveyance.

12 **FIFTH CAUSE OF ACTION:**

13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

14 71. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
15 forth herein.

16 72. Counter-Claimant requests that the Court temporarily and permanently enjoin the  
17 Stokes, Jimijack, their agents and/or assigns from marketing, transferring or controlling profits  
18 from the Subject Property during the pendency of this action.

19 73. That Counter-Defendants claim an ownership interest in the Property that is adverse to  
20 Counter-Claimant;

21 74. That Counter-Defendants' have unfairly profited from possession of the Property since  
22 the HOA sale;  
23  
24

1       75. That Counter-Defendants are trying to quiet title by nefarious means before other  
2 interested parties' claims are heard.

3       76. That Counter-Defendants and their agents, have used aggressive, inappropriate and  
4 illegal methods to attempt to sell the property before the claims of other interested parties can be  
5 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in  
6 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for  
7 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for  
8 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have  
9 provided appropriate public Notice of their June 16, 2015 lawsuit.

10       **Unauthorized marketing of property on the MLS**

11       77. The Stokes disingenuously claimed in their June 16, 2015 complaint that "*Plaintiffs do*  
12 *not have marketable title and cannot sell the property, market the property, insure the property*  
13 *or take out loans against the property*" on the very day they listed the Subject Property for sale  
14 on the MLS for \$569,900.

15       78. That the Stokes marketed the Subject Property in direct violation of the published  
16 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple  
17 Listing Service (MLS) for marketing HOA foreclosure properties. (Exhibit)

18       79. That the Stokes utilized licensed Realtor Robert Goldsmith (who was also utilized to  
19 record the two fraudulent Quit Claim Deed on June 9, 2015) to violate MLS regulations to re-  
20 list it 13 times at progressively lower prices until a contingent sale at \$437,900 was posted on  
21 October 23, 2015, which incidentally, was one week after the default judgment was entered  
22 against BANA which absent Nationstar's learning of the judgment, might have allowed their  
23 sale of the Property to be completed debt-free, for an unjust \$437,900 profit.



1 Stokes' complicity in the fraudulent conveyance of the Subject Property;

2 c. For a declaration and determination that the HOA Sale is null, void, and did not  
3 convey title from Counter-Claimant to any alleged purchaser;

4 d. For a declaration and determination that the HOA sale was invalid and null and  
5 void for the HOA's and HOA Agents' statutory and procedural violations;

6 e. For a declaration and determination that the conduct of Counter-Defendants and  
7 the HOA Agents in connection with the HOA sale and the subsequent transfer of  
8 title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery.

9 f. Declaration by the Court that neither the Realtor Thomas Lucas d/b/a Opportunity  
10 Homes, LLC, purported purchaser at the HOA sale, nor F. Bondurant, LLC or the  
11 Stokes/Jimijack were bona fide purchasers for value in arms-length,  
12 commercially reasonable transactions, thereby negating any and all of their  
13 claimed rights to ownership of the Subject Property;

14 g. For a declaration and determination that Jimijack is not properly formed as a  
15 business entity and, as such, cannot be a real party in interest or, in any way,  
16 shield the Stokes from being dispossessed of the property by Court order.

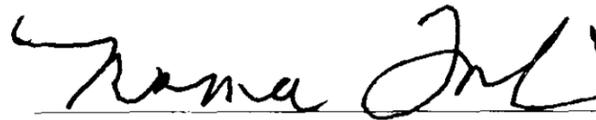
17 h. For a declaration and determination that the Stokes' manner for taking title in  
18 their own names while simultaneously claiming Jimijack is the real party in  
19 interest, and implying that their ownership is "Irrevocable" is, at a minimum,  
20 duplicitous and renders their title claims null and void.

21 i. For a declaration and determination that F. Bondurant, LLC and the Stokes were  
22 complicit in the fraudulent re-conveyances and are not, in any way, innocent third  
23 parties whose rights are worthy of the Court's protection;

- 1 j. For a declaration and determination that the HOA sale was not commercially  
2 unreasonable with a sales price at 18% of fair market value;
- 3 k. For a declaration and determination that the subsequent transfers which gave title  
4 to Counter-Defendants were not commercially reasonable, as only \$1.00 was  
5 given in consideration.
- 6 l. That Counter-Defendants are not *bona fide* purchasers for value, and that the  
7 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the  
8 *ShadowWood* standards;
- 9 m. For a preliminary and permanent injunction that Counter-Defendants, their  
10 successors, assigns, and agents are prohibited from conducting a sale or transfer  
11 of the Subject Property, or from encumbering the title to the Subject Property;
- 12 n. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
13 and agents be required to segregate and deposit all rents with the Court or to a  
14 Court-approved trust account over which Counter-Defendants have no control;
- 15 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
16 and agents pay all taxes, insurance, HOA dues and fees during the pendency of  
17 these proceedings;
- 18 p. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent  
19 to two years of rent, property taxes and insurance) and the amount would escalate  
20 during the pendency of this action;
- 21 q. For treble the actual damages amount as punitive damages to compensate  
22 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,  
23 including fraudulent transfer of the property;
- 24

- 1 r. For general damages in an amount in excess of \$10,000;  
2 s. For specific damages in an amount as yet undetermined;  
3 t. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of  
4 this matter;  
5 u. For any other relief the Court may deem just and proper.

6 Dated this 31<sup>st</sup> day of January, 2017.

7 

8 NONA TOBIN, Trustee  
9 Gordon B. Hansen Trust, Dated 8/22/08  
10 2664 Olivia Heights Avenue  
11 Henderson NV 89052  
12 Phone: (702) 465-2199  
13 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
14 *Defendant in Intervention/Counter-Claimant*  
15 *In Proper Person*  
16  
17  
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23  
24

EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inst #: 20150609-0001545

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$1277.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

---

### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

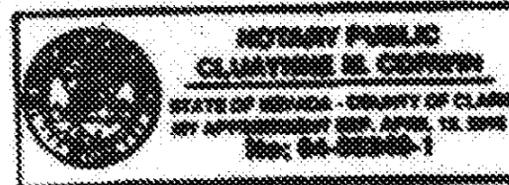
Signed, sealed and delivered in presence of:

Youn Lee  
Grantor  
Youn Lee Manager

State of Nevada }  
County of Clark } ss

On this 3<sup>rd</sup> day of June, 2015, before me, Christy M. Cowan, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Christy M. Cowan

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

2. Type of Property:  
 a.  Vacant Land      b.  Single Fam. Res.  
 c.  Condo/Twnhse    d.  2-4 Plex  
 e.  Apt. Bldg          f.  Comm'l/Ind'l  
 g.  Agricultural      h.  Mobile Home  
 Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY  
 Book \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 270,000  
 b. Deed in Lieu of Foreclosure Only (value of property: \_\_\_\_\_)  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager  
 Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**  
 Print Name: F. Bondurant LLC  
 Address: 10781 W. Twain  
 City: Las Vegas  
 State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION (REQUIRED)**  
 Print Name: Joel A Stokes and Sandra Stokes Trust  
 Address: 5 Summit Walk Trail  
 City: Henderson  
 State: Nevada Zip: 89052  
Irrevocable Trust

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: Robert Goldsmith Escrow # \_\_\_\_\_  
 Address: 446 Beautiful Hill  
 City: Las Vegas State: Nevada Zip: 89138

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky  
 2460 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 02	Jimjack in Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	08/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	08/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/05/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02280	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

Building: 0602 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2864 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,068.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		08.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-08.57	26.00
	Charge		08/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19 1		25.00	100.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

EXHIBIT 3

GVLAR POLICY PROHIBITING  
USE OF THE MULTIPLE LISTING SERVICE  
TO MARKET HOA FORECLOSURES

EXHIBIT 3



## HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.  
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

### *Background*

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

### *Questions Remain*

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

### *FHFA and Federal Preemption*



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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

#### *Lender Response*

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

#### *The Nevada Legislature*

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

#### *Title Industry*

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

#### *There is a Solution*

There is a simple solution to these issues: it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

#### *MLS Position*

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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# EXHIBIT 4

## MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 4

PROPERTY VALUE INFORMATION

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273	URBN
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098	AMEG05
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056	PDFT
Address	2763 / WHITE SAGE DR					Area 606	Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

<b>GLVAR</b>	Single Family Residential		Ownership		06/10/2016 11:30 AM									
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate				LP/SqFt	\$199					
Building #	Bldr/Manf		Model	CondoCnv				Zip	89052					
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio	YrBuilt		2004/RE					
Cmnty	NONE		Subdiv	SUN CITY ANTHEM UNIT #19 PHASE		City/Town	Henderson	State	NV					
Assoc/Comm Feat Desc			Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No				AgeRestrict		Y					
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

<b>PROPERTY INFORMATION</b>				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc	Conv	2	1	0	3		
Type	DETACHD	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Roof	TILE	Carport	0	Prkng Desc		Lot Desc	14LESS		
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD	Lot SqFt	8,276	ApprxTotalLivArea	2,460	ConvertRealProp		MH-YrBlt	
AppxLivArea	2,200	#Acres +/-	0.190	Pool	Y/HEATED, INGRND	Pool Size	+/-		
ApprxAddLivArea	260	Length		Width					
Manuf		PvPool							
PvSpa	Yes								

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13	
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN
Family Room	18x14	SEPPAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE
Living Room	19x14	ENTFOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUS
MBR Down?		Bed Dn Y	Ba Dn	Y	Ba Dn Desc. F
Constrctn	FRMSTUC		Furnished Desc	NOFURN	
Refrg N	Dispos Y	Dishw Y	Washer Inc	N	DryerUtil G
OthApplnces	MICROWV, WTCNDO		Dryer Inc	N	Location AREA
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV		Oven Desc	STOVEG	
Firepl	1/GAS		Flooring	CARPET, CARTHR, CERAMIC	
Firepl Loc	LIVING		Fence	BF/BRICK	
House Face	North	House Views			Equest NONE
Exterior	BITOSSQ, BYARDAC, CIRCDRV, CVPATIO				Miscel NONE
Landscap	DESERT				Water PUBLIC
Heat Sys	CENTRAL	HtFuel	GAS		Sewer PUBLIC
Cool Sys	CENTRAL	CLFuel	ELEC	Grd Mounted	Sol Elec None
Utility Info	UNDGRND	Energy	NONE		AVM Y

<b>VOW/FINANCIAL/LISTING OFFICE INFORMATION</b>				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y
Assoc Fee	Y	Assoc Name	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0	Assessment	Amnt		
Assoc Fee 1	\$275/Q	Assoc Fee 2		Assessmt	N	SID/LID?	N	SID/LID		SID/LID Ann	
Assoc Fee Includes	MGMT, REC, RESERV			Short Sale	N	Foreclo	N	Repo/REO	N	Litig/Typ	N
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	FIRPTA?	N	NOD		Rent	
Finance Consid	CASH, CONV			TempOffMktStatus		T Status	Date	Poss	COE		
Lockbox	M	Lockbox Location	Front Door	L/Agent	Robert Goldsmith	L/Agent	702-308-5294	REALTOR	Y	PhotExcl	
L/Agent	Robert Goldsmith	Office	Urban Nest Realty	Offc Ph	702-853-2444	Bonus	SO	CoOp	3.000%	Flat Fee	
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	Broker Name	David Tina	Vr	N	Ex	N	VTour	Y	OwnLic	N
Agt Fax #	702-617-4901	Email	robselehomes@aol.com	Power	ON	AuctTyp		ListDt	06/16/2015		
Resident	Vacant	ResPh	702-308-5294	Occup	VAC	WD		AuctDt		ExpDt	
Showing	KEYANY	GateCode		OrigListPrice	\$569,900	Act DOM	129				
Cont Desc	FINANCING	ComboLB	#*081	GateCode2							

Energy-Efficient/GREEN Information:  
Green Building Certification No

<b>CONTINGENT/PENDING/ SOLD INFORMATION:</b>							
Accept/Date	10/23/2015	EstClo/Date	10/30/2016	DaysListingtoClose		Orig L Price	\$569,900
Sold Terms	VA	ActClo/Date		BuyersAgtPublicID	232958	Sale Price	
Sellers Contrib		Prop Condition		Buyer Broker	AMEG05	SP/SqFt	
OwnrCarry		Days On Market	129	Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977		
Auction Buyer Premium		Sale Type		BuyerAgentName	Kristen Madden/702-458-8888		
Addit Auction Sold Terms							

Presented by: Office Name BHHS Nevada Properties Agent Craig Lekdy



CLERK OF THE COURT

1 **CRCM**  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)  
*Defendant-in-Intervention/Cross-Claimant,*  
5 *In Proper Person*

6 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

7  
8 **JOEL A. STOKES and SANDRA F. STOKES,**  
as trustees of the **JIMJACK IRREVOCABLE**  
9 **TRUST,**  
10 **Plaintiffs,**

Case No.: A-15-720032-C  
Dept. No.: XXXI

11 vs.

**NONA TOBIN'S CROSSCLAIM**  
**AGAINST YUEN K. LEE D/B/A F.**  
**BONDURANT, LLC**

12 **BANK OF AMERICA, N.A.; SUN CITY**  
**ANTHEM COMMUNITY ASSOCIATION,**  
13 **INC.; DOES 1 through X and ROE**  
**BUSINESS ENTITIES 1 through 10, inclusive,**  
14 **Defendants.**

15  
16 **NATIONSTAR MORTGAGE, LLC,**  
17 **Counter-Claimant,**

18 vs.

19 **JIMJACK IRREVOCABLE TRUST;**  
**OPPORTUNITY HOMES, LLC,** a Nevada  
20 **limited liability company; F. BONDURANT,**  
**LLC,** a Nevada limited liability company;  
21 **DOES I through X, inclusive; and ROE**  
**CORPORATIONS XI THROUGH XX,**  
22 **inclusive,**

23 **Counter-Defendants**  
24

1 NONA TOBIN, an individual, Trustee of the  
2 GORDON B. HANSEN TRUST, dated  
3 8/22/08

4 Cross-Claimant,

5 vs.

6 YUEN K. LEE, an Individual, d/b/a Manager,  
7 F. BONDURANT, LLC,

8 Cross-Defendant.

9 **NONA TOBIN'S CROSSCLAIM AGAINST**  
10 **YUEN K. LEE D/B/A F. BONDURANT, LLC**

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,  
12 (hereinafter "*Cross-Claimant*" or "*Tobin*"), in proper person, and hereby submits her cross claim  
13 against YUEN K. LEE (Herein "*LEE*") d/b/a F. BONDURANT, LLC as follows:

14 **PARTIES, JURISDICTION, AND VENUE**

15 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*Tobin*"), is an  
16 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,  
17 Nevada. She is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein  
18 "*GBH Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale  
19 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*").

20 2. Cross-Defendant, YUEN K. LEE (Herein "*LEE*") is an individual, and upon  
21 information and belief, is a resident of Clark County, Nevada. LEE is listed as the sole Manager  
22 and the non-Commercial agent for F. Bondurant, LLC.

23 3. F. BONDURANT, LLC, is a Nevada Limited Liability Company in default, and was  
24 registered with the Nevada Secretary of State on March 25, 2015, by filing Articles of

1 Organization filed, document 20150134260-04, for F. Bondurant, LLC as entity number  
2 E0149612015-2, with no known members.

3 4. The initial list of managers filed March 25, 2015, identified Yuen K. Lee, Manager,  
4 and Yuen K. Lee, Non-commercial agent, to be registered at 10781 W. Twain Ave., Las Vegas,  
5 NV 89135, which is the law offices of Joseph Y. Hong, attorney for the Plaintiffs in this case,  
6 Joel and Sandra Stokes.

7 5. The Real Property that is the "Subject" of this civil action consists of a residence  
8 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-  
9 13-811-052 hereinafter referred to as "*Subject Property*".

10 6. Subject Property is located in a Homeowners association called: Sun City Anthem  
11 Community Association, Inc. (herein "HOA").

12 7. The real property involved is located within the jurisdictional limits of the court.

13 8. The parties live and/or do business within City of Henderson and Clark County,  
14 Nevada.

15 9. Venue is correct because Court has authority to grant equitable relief from a defective  
16 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp.* 132 Nev. Adv. Op. No. 5.

## 17 II.

### 18 GENERAL ALLEGATIONS

19 10. Count-Claimant alleges that the purported purchaser at the disputed August 15, 2014  
20 HOA sale and Grantee of the Foreclosure Deed is false.

21 11. That Opportunity Homes, LLC, is not a valid purchaser in that Opportunity Homes,  
22 LLC was a sham entity illegally registered to serve only as the alter ego of Thomas Lucas,  
23 licensed Realtor (BS.0000599) who was affiliated with Berkshire Hathaway Home Services,  
24 Nevada, (Herein "BHHS") under Broker Forrest Barbee.

1 12. That Forrest Barbee and BHHS had an exclusive right to sell (ER) listing agreement  
2 with Counter-Claimant Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust, from  
3 February 20, 2014 through October 31, 2014.

4 13. That Thomas Lucas, as BHHS agent, had actual or constructive knowledge of the  
5 problems that banks had in approving even full price offers and/or in closing multiple escrows  
6 and/or getting title insurance.

7 14. That the HOA foreclosure sale was held without notice to Counter-Claimant or to her  
8 BHHS listing agent or to any other interested party, but notice was given to BHHS agent LUCAS.

9 15. That Thomas Lucas did not qualify as a bona fide purchaser for value as he failed to  
10 meet any of the conditions to be bona fide as delineated in NRS § 111.180, and as such, had no  
11 legitimate property interest to convey to F. Bondurant, LLC.

12 16. That there was no bona fide purchaser at the HOA sale, the HOA sale is null and void  
13 as it was not an arms-length transaction selling to a disinterested and innocent third party.

14 17. That a Quit Claim Deed, executed on June 4, 2015, by Thomas Lucas, as Manager,  
15 Opportunity Homes, LLC, and recorded on June 9, 2015 by Realtor Robert Goldsmith, did not  
16 have the authority to convey interest in the Subject Property to F. Bondurant, LLC. See *Quit*  
17 *Claim Deed*, attached hereto as **Exhibit 1**.

18 18. In that, Thomas LUCAS had insider information, purchased at a commercially  
19 unreasonable price, and by utilizing a sham LLC, did not act in good faith, and therefore, did not  
20 qualify as a bona fide purchaser.

21 19. That HOA Agenis FSR did not account for, nor collect fees from, neither Thomas  
22 Lucas, nor Opportunity Homes, LLC, nor from Yuen K. Lee nor F. Bondurant, LLC and none  
23 were set up in the HOA accounting system as Owners of the Subject Property as a result of the  
24 HOA sale or subsequent transfers.

1 20. That HOA Agents did not at any point account for, nor collect fees from, Yuen K. Lee,  
2 nor F. Bondurant, LLC as an Owner of the Subject Property.

3 21. That the HOA Resident Transaction Report for the Subject Property closed Gordon B.  
4 Hansen's account (Resident ID 048001) on the Subject Property on September 25, 2014 and on  
5 the same day, on the next page in the sequentially-numbered ledger, re-opened the account in the  
6 name of "Jimjack Irr Tr" (Resident ID 048002) with the first transaction being a charge for  
7 "Account Setup Fee" of \$225.00.

8 22. That the HOA Fee Schedule requires that every new owner when there is a re-sale owes  
9 the HOA a \$225.00 Homeowner Set Up Fee that FSR is required to collect is confirmed in  
10 Attachment B, Listing of Charges "\$225.00 Homeowner Set Up Fee on a transaction" of the  
11 FirstService Residential HOA Management Agreement, dated 3/31/14.

12 23. That FSR failed to disclose to the HOA the significant financial conflict of interest that  
13 FSR had while covertly acting as FSR d/b/a RRFS the debt collector which permitted them to  
14 evade detection of their failure to conduct impartial, arms-length HOA foreclosure sales and their  
15 involvement in subsequent fraudulent transfers, such as the one from Thomas Lucas to F.  
16 Bondurant, LLC, which, based on FSR's HOA records, may or may not have actually occurred.

17 24. That the HOA record of assessments and fines for each property was purportedly  
18 maintained by FSR the Management Company, does not acknowledge by proper accounting in  
19 the Resident Transaction Report, that the Subject Property was sold to Thomas Lucas or  
20 Opportunity Homes, LLC, at the August 15, 2014, HOA sale, by their alter ego FSR d/b/a RRFS  
21 the debt collector, or that the Subject Property was at some point transferred to F. Bondurant,  
22 LLC.

23 25. That, at a minimum, the HOA was cheated out of \$225.00 set up fee, that FSR did not  
24 charge Thomas Lucas and that FSR did not charge Yuen K. Lee or F. Bondurant, LLC.

1 26. Alternatively, that if FSR claims that their 3/31/14 HOA Management Agreement  
2 permitted their retention of those funds, then FSR/RRFS was using that FSR contract provision to  
3 charge excessive collection fees beyond what is statutorily permitted by NRS § 116.310313 or by  
4 the maximum fees permitted by the HOA fee schedule and their RRFS agreement.

5 27. That Thomas Lucas did not pay to the HOA the Asset Enhancement Fee of one-third of  
6 1% of the gross sales price as required by CC&Rs section 8.12, and cheated the HOA out of  
7 \$210.12, if \$63,100 were in fact the gross sales price paid to RRFS.

8 28. That the amount the HOA would have been cheated out of for LUCAS' non-payment  
9 of the Asset Enhancement Fee would have been \$1,180.78, if calculated based on the \$353,529.00  
10 the Nevada Statement of Value recorded with the foreclosure Deed recorded 8/22/14.

11 29. That, alternatively, if this amount, or any amount, was paid, then FSR or FSR d/b/a  
12 RRFS either illegally retained it or FSR failed to properly account for it in the HOA records.

13 30. That the collusion between FSR/RRFS and Thomas Lucas extended to include Yuen K.  
14 Lee and F. Bondurant, LLC and the Stokes to conceal the actual nature of the transfers of title  
15 after the HOA sale, and how money was moved between the conspirators, resulted in damages to  
16 the Cross-Claimant in excess of \$10,000 by the confederates' deceptive transfers of title and  
17 possession of the Subject Property.

18 **FIRST CAUSE OF ACTION:**  
19 **FRAUDULENT CONVEYANCE**

20 31. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
21 herein, and further alleges:

22 32. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F.  
23 Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory  
24

1 \$225.00 new member Account Set Up Fee indicates that HOA Agents FSR and FSR d/b/a RRFS  
2 did not treat F. Bondurant, LLC as ever having owned the Subject Property.

3 33. That the Quit Claim Deed Thomas Lucas executed on June, 4, 2015 and Robert  
4 Goldsmith recorded on June 9, 2015 which purported to convey Opportunity Homes, LLC's  
5 interest in the subject property to F. Bondurant, LLC is false in that it is inconsistent with the  
6 HOA records of property ownership. *Exhibit 1.*

7 34. Alternatively, if Yuen K. Lee claims actual title to the Subject Property was conveyed  
8 to F. Bondurant, LLC when the Quit Claim Deed was executed on June 4, 2015, then Yuen K.  
9 Lee fraudulently failed to pay to the HOA both the \$225.00 New Member Set Up Fee and the  
10 mandatory Asset Enhancement Fee of 1/3 of 1% of the Gross Sales price.

11 35. That Yuen K. Lee's failure to pay the Asset Enhancement Fee would had cheated the  
12 HOA out of an amount equaling between a) \$901.80 if the gross sales price were actually equal to  
13 the low ball figure of \$270,000 listed on the Statement of Value, recorded with the Quit Claim  
14 Deed on June 9, 2015 at 12:58:36 PM, by Robert Goldsmith or, b) alternatively, \$1,903.47 if the  
15 Asset Enhancement Fee had been based on the \$569,900.00 price Robert Goldsmith listed it for  
16 sale on the Multiple Listing Service on that same day.

17 36. That the second Quit Claim Deed recorded June 9, 2015 at 1:06:29 PM against the  
18 Subject Property was executed by "Yuen K. Lee, Manager" and fraudulently notarized as the  
19 signature of "Thomas Lucas, Manager of Opportunity Homes, LLC", purported to convey all F.  
20 Bondurant's interest in the Subject Property to Joel and Sandra Stokes, as Trustees of Jimijack  
21 Irrevocable Trust.

22 37. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit  
23 Claim Deed was executed on June 8, 2015, and that "*did personally appear before me the*  
24 *person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or*

1 proved to me on the basis of satisfactory evidence) to be the person whose name is  
2 subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his  
3 capacity, that by his signature on this instrument did execute the same.”

4 38. That CluAynne M. Corwin violated NRS § 240.120(1)(b)(c)(d)(e)(f)(g) to document on  
5 the June 8, 2015 page of her Notary Journal that the notarial act she supposedly performed to  
6 provide legal proof for the validity of the Quit Claim Deed purporting to convey title from F.  
7 Bondurant to Joel and Sandra Stokes, had actually occurred.

8 39. That CluAynne M. Corwin, is a notary at the same law office address, 10781 W. Twain  
9 Ave., Las Vegas 89135 as the Stokes attorney, Joseph Y. Hong, and Yuen K. Lee, non-  
10 commercial agent, and manager of F. Bondurant, LLC in default.

11 40. That Cross-Claimant may rebut the certificate of acknowledgement pursuant to NRS §  
12 340 as not being conclusive and that these notarial violations of NRS § 240.120 et seq. and NRS §  
13 111.125, NRS § 111.315, NRS § 111.345 rendered the fraudulently notarized Quit Claim Deed  
14 invalid to legally convey interest in real property.

15 41. That the legitimate title and possession of the Subject Property belonging to the Cross-  
16 Claimant has been damaged by the false claims of Yuen K. Lee d/b/a F. Bondurant, LLC in  
17 default.

18 **SECOND CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

20 **(HOA Sale/Subsequent Transfers Void For Unclean Hands and No Bona Fide Purchasers)**

21 42. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
22 forth herein, and further alleges:  
23  
24

1 43. That the HOA sale is void and subsequent conveyance of the property were void as  
2 there was no bona fide purchaser per NRS 111.180, without unfair advantage over other potential  
3 bidders.

4 44. That to be a bona fide purchaser, one must meet the statutory conditions: a) act in good  
5 faith; b) purchase for valuable consideration; and c) not have actual knowledge, constructive  
6 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
7 interest to, the real property.

8 45. That the purported subsequent purchaser, Yuen K. Lee d/b/a Manager, F. Bondurant,  
9 LLC is in default does not meet any of these three criteria.

10 46. A. Good Faith condition was not met. Cross-Claimant alleges that F. Bondurant, LLC  
11 violated NRS 86.141, in that it is an entity formed for an illegal purpose.

12 47. That NRCP Rule 9(a) permits Cross-Claimant to challenge "the legal existence of any  
13 party" by "specific negative averment, which shall include such supporting particulars as are  
14 peculiarly within the pleader's knowledge."

15 48. That NRS 86.211 also authorizes a challenge to rebut the sufficiency of the Articles of  
16 Organization of an LLC and the facts set forth therein and to make such rebuttal a part of the  
17 record of a court of competent jurisdiction.

18 49. That irregularities in F. Bondurant, LLC, corporate filings in the public record indicate  
19 bad faith as well as specific violations of Nevada, Clark County, and City of Henderson statutes  
20 and ordinances governing commercial registration and business licensing:

21 50. That the corporate veil must be pierced as F. Bondurant, LLC, is not a legally valid  
22 entity as it is in default.

23 51. That there was an attempt to conceal ownership by Yuen K. Lee's claiming to be a  
24 Manager rather than a Member (NRS § 86.151).

1 52. That Yuen K. Lee or F. Bondurant, LLC, do not have any business licenses in  
2 Henderson or Clark County as required by NRS § 76.100 (6) and NRS § 76.180.

3 53. That pursuant to NRS § 86.155 a Limited Liability Corporation continues in perpetuity  
4 unless dissolved pursuant to NRS § 86.4895 *et seq.* and that for F. Bondurant, LLC, no Articles  
5 of Dissolution have been filed in conformance with NRS 86.531 or NRS 86.541

6 54. That for F. Bondurant, LLC, no annual reports have been filed; no annual lists; and no  
7 fees have been paid after the initial March 25, 2015 Articles of Organization were filed.

8 55. That the second condition was not met: Purchase for valuable consideration. The Quit  
9 Claim Deed granting "all the right, title, interest and claim" to the Subject Property "...for the  
10 good consideration and for the sum of One Dollar (\$1.00) which, if true, would certainly have  
11 been a "commercially unreasonable" purchase that would have disqualified Yuen K. Lee and/or  
12 F. Bondurant, LLC from being a bona fide purchaser for value of a property worth at least  
13 \$400,000.

14 56. That the \$270,000 listed on the Statement of Value for Transfer Tax was recorded with  
15 the 6/9/15 Quit Claim Deed was an understatement of the actual value of the property, and had it  
16 been transferred for that amount, the Transfer Tax due to the County Recorder at time of filing  
17 were underpaid by understating the actual value of the Subject Property by at least \$130,000.

18 57. C. Third condition was not met: Buyer must not have "actual knowledge, constructive  
19 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
20 interest to, the real property."

21 58. That F. Bondurant, LLC is a bogus entity which Cross-Claimant alleges was created for  
22 the sole illegal function of being an intermediary that unfairly stripped Cross-Claimant's title by  
23 the fraudulent conveyance of title to the Subject Property to the Stokes.

1 59. That Cross-Claimant has been damaged by the actions and omissions of Yuen K. Lee  
2 d/b/a F. Bondurant, LLC by the flagrant disregard of legal requirements to being a properly  
3 licensed and registered entity or to be a bona fide purchaser and by making fraudulent claims  
4 against Cross-Claimant's legitimate title to the Subject Property.

5 **THIRD CAUSE OF ACTION:**  
6 **CIVIL CONSPIRACY**

7 60. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
8 herein, and further alleges

9 61. That Cross-Defendant Yuen K. Lee acted in concert to conceal illegal acts resulting in  
10 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of  
11 undeserving fellow conspirators.

12 62. That F. Bondurant, LLC and its non-commercial agent and manager, Yuen K. Lee,  
13 share the law office with Joseph Y. Hong, attorney for the Plaintiffs Stokes which facilitated their  
14 ability to conspire to fraudulently transfer title to the Subject Property to the detriment of Cross-  
15 Claimant.

16 63. That all the elements of an actionable conspiracy were met in this case: a) two or more  
17 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
18 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
19 damages.

20 64. That Cross-Defendant Yuen K. Lee and others complicit in fraudulent conduct of HOA  
21 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-  
22 Claimant of the Subject Property for their own unjust enrichment.

23 65. That conspirators have illegally used improperly licensed and registered entities to  
24 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the

1 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and  
2 possession of the Subject Property through:

- 3 a) formation and use of a corporation to transfer to it the existing liability of another  
4 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)
- 5 b) the concealment and misrepresentation of the identity of the responsible  
6 ownership, management and financial interest [210 Cal. App. 2d 840]
- 7 c) disregard of legal formalities and the failure to maintain arm's length relationships  
8 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)
- 9 d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
10 venture or the business of an individual or another corporation (*McCombs v.*  
11 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.  
12 2d 661)
- 13 e) the use of the same office or business location; the employment of the same  
14 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*  
15 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*  
16 *Greendale Park, Inc.*, supra)

17 66. That Cross-Defendant, Yuen K. Lee, as an individual and as Manager of defaulted F.  
18 Bondurant, LLC, colluded with BHHS Realtor LUCAS; Counter-Defendants STOKES; Attorney  
19 Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Realtor Robert  
20 Goldsmith; and fictitious Defendants, to act covertly, in concert to conceal the true nature,  
21 financing and timing of subsequent transfers of title of the Subject Property.

22 67. That Cross-Defendant Yuen K. Lee and fellow conspirators facilitated fraudulent  
23 transfers that allowed conspirators to evade paying the required real property transfer taxes  
24 (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

1 68. That Cross-Defendant Yuen K. Lee' and fellow conspirators' conduct deviated from  
2 the usual course of business when conveying property in Nevada and failed to utilize the  
3 customary written documentation, normal purchase agreements, neutral escrow for proper  
4 handling and accounting for funds taken in and disbursed, and from the proper proving and  
5 recording of instruments of conveyance.

6 69. That Cross-Defendant Yuen K. Lee executed and caused to be recorded the fraudulent  
7 June 9, 2015, Quit Claim Deeds that falsified and clouded the chain of title, thereby damaging  
8 Cross-Claimant and depriving her of title and possession and profit of the Subject Property.

9  
10 **PRAYER**

11 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly  
12 and severally, as follows:

- 13 a. For a declaration and determination that any and all of the present and past  
14 claimed rights to ownership of the Subject Property by Realtor Thomas Lucas  
15 d/b/a Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen  
16 K. Lee and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and  
17 void due to their complicity with HOA Agents' actions and omissions in  
18 failing to conduct arms-length, commercially reasonable transactions that  
19 resulted in fraudulent conveyances to non-bona-fide purchasers for value;
- 20 b. That actual and punitive damages be awarded to the Cross-Claimant against  
21 all parties who participated in any fraud, fraudulent concealment, civil  
22 conspiracy, willful and malicious violations of governing statutes for unjust  
23 enrichment, recording, notarizing or filing of documents known to contain  
24 false information, or other violations of licensing, commercial registration, or

1 notarial misconduct that contributed to the Trust's loss of the subject property.

2 c. That Cross-Defendant neither Yuen K. Lee nor F. Bondurant, LLC was not a  
3 *bona fide* purchaser for value, and that both HOA sale-related transfers of  
4 subject property in which he/it was involved failed to meet the NRS 111.180  
5 or the *Shadow Wood* standards;

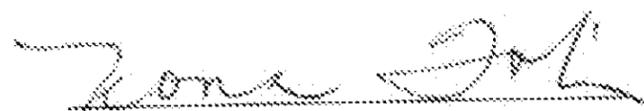
6  
7 d. For general damages in an amount in excess of \$10,000;

8 e. For treble actual damages in punitive damages to compensate for Cross-  
9 Defendant YUEN K. LEE's complicity in the illegal actions, including  
10 fraudulent transfer of the property;

11 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution  
12 of this matter;

13  
14 g. For any other relief the Court may deem just and proper.

15 Dated this 31<sup>st</sup> day of January, 2017.

16  
17 

18 NONA TOBIN, Trustee  
19 Gordon B. Hansen Trust, Dated 8/22/08  
20 2664 Olivia Heights Avenue  
21 Henderson NV 89052  
22 Phone: (702) 465-2199  
23 *Defendant-in-Intervention/Cross-Claimant,*  
24 *In Proper Person*

EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FALSELY EXECUTED BY

YUEN K. LEE AS THOMAS LUCAS

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes  
Address: 5 Summit Walk Trail  
City/State/Zip: Henderson, NV 89052

(3)

Inet #: 20150609-0001545

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:38:29 PM

Receipt #: 2452515

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

---

### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 9<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2783 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

*yeun Lee*  
Grantor *yeun Lee manager*

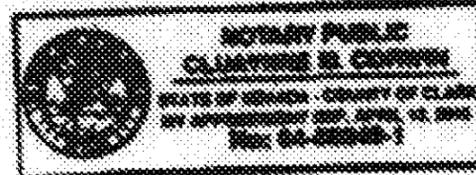
State of Nevada

County of Clark

} ss

On this 8<sup>th</sup> day of June, 2015, before me, *Christopher M. Conrad*, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: *Christopher M. Conrad*

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

2. Type of Property:  
 a.  Vacant Land      b.  Single Fam. Res.  
 c.  Condo/Twnhse    d.  2-4 Plex  
 e.  Apt. Bldg        f.  Comm'l/Ind'l  
 g.  Agricultural     h.  Mobile Home  
 Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**  
 Book \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ 270,000  
 b. Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager  
 Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**  
 Print Name: F. Benducant LLC  
 Address: 10781 W. Twain  
 City: Las Vegas  
 State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION (REQUIRED)**  
 Print Name: Joel A Stokes and Sandra Stokes Trust  
 Address: 5 Summit Walk Trail  
 City: Henderson  
 State: Nevada Zip: 89052  
Irrevocable Trust

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: Robert Goldsmith Escrow # \_\_\_\_\_  
 Address: 446 Beautiful Hill  
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

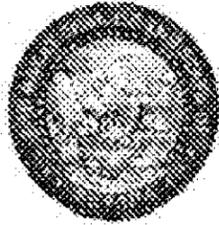
EXHIBIT 2

3/25/15

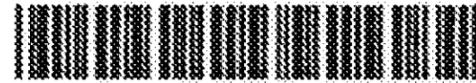
ARTICLES OF ORGANIZATION

F. BONDURANT, LLC

EXHIBIT 2



BARBARA K. CEGAVSKE  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: www.nvsoa.gov



\*050105\*

**Articles of Organization**  
**Limited-Liability Company**  
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of <i>Barbara K. Cegavske</i>	Document Number <b>20150134260-04</b>
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time <b>03/25/2015 1:42 PM</b>
	Entity Number <b>E0149612015-2</b>

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Limited-Liability Company:</b> <small>(must contain approved limited-liability company wording; see instructions)</small>	P. BONDURANT L.L.C.		Check box if a Series Limited-Liability Company <input type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
<b>2. Registered Agent for Service of Process:</b> <small>(check only one box)</small>	<input type="checkbox"/> Commercial Registered Agent: _____ <small>Name</small> <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <b>OR</b> <input checked="" type="checkbox"/> Office or Position with Entity (name and address below)			
	YEUN K. LEE <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small> 10781 W. TWAIN AVE. LAS VEGAS Nevada 89135 <small>Street Address City State Zip Code</small> 10781 W. TWAIN AVE. LAS VEGAS Nevada 89135 <small>Mailing Address (if different from street address) City State Zip Code</small>			
<b>3. Dissolution Date:</b> <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): _____			
<b>4. Management:</b> <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) <b>OR</b> <input type="checkbox"/> Member(s) <small>(check only one box)</small>			
<b>5. Name and Address of each Manager or Managing Member:</b> <small>(attach additional page if more than 3)</small>	1) YEUN K LEE <small>Name</small> 10781 W. TWAIN AVENUE LAS VEGAS NV 89135 <small>Street Address City State Zip Code</small> 2) _____ <small>Name</small> _____ <small>Street Address City State Zip Code</small> 3) _____ <small>Name</small> _____ <small>Street Address City State Zip Code</small>			
<b>6. Effective Date and Time:</b> <small>(optional)</small>	Effective Date: _____ Effective Time: _____			
<b>7. Name, Address and Signature of Organizer:</b> <small>(attach additional page if more than 1 organizer)</small>	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. YEUN K LEE <input checked="" type="checkbox"/> YEUN K LEE <small>Name Organizer Signature</small> 10781 W. TWAIN AVE. LAS VEGAS NV 89135 <small>Address City State Zip Code</small>			
<b>8. Certificate of Acceptance of Appointment of Registered Agent:</b>	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> YEUN K. LEE _____ 3/25/2015 <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date</small>			

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.L.C. Articles Revised: 1-5-15

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

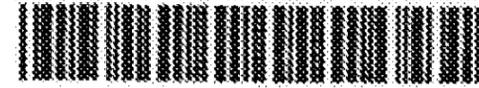
F. BONDURANT L.L.C.

ENTITY NUMBER

E0149612015-2

NAME OF LIMITED LIABILITY COMPANY

FOR THE FILING PERIOD OF MAR. 2015 TO MAR. 2016



\*109402\*

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvallverflume.gov](http://www.nvallverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 302 North Carson Street, Carson City, Nevada #9701-4201, (775) 554-5705.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20150134261-15</b> Filing Date and Time <b>03/25/2015 1:43 PM</b> Entity Number <b>E0149612015-2</b>
--	--

THIS DOCUMENT WAS FILED ELECTRONICALLY  
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filed late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filed late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

Pursuant to NRS Chapter 78, this entity is exempt from the business license fee. Exemption code:

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

**NRS 78.020 Exemption Codes**  
001 - Governmental Entity  
005 - Motion Picture Company  
006 - NRS 680B.020 Insurance Co.

NAME <u>YEUN K LEE</u>	MANAGER OR MANAGING MEMBER		
ADDRESS <u>10781 W. TWAIN AVENUE , USA</u>	CITY <u>LAS VEGAS</u>	STATE <u>NV</u>	ZIP CODE <u>89135</u>
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 209.230, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** YEUN K LEE

Title MANAGER Date 3/25/2015 1:43:06 PM

**Signature of Manager, Managing Member or Other Authorized Signature**

Nevada Secretary of State List ManorMem  
Revised: 1-5-13

EXHIBIT 3

NEVADA SECRETARY OF STATE  
BUSINESS ENTITY INFORMATION  
F. BONDURANT, LLC IN DEFAULT  
PRIOR TO 3/31/16

EXHIBIT 3

# F. BONDURANT L.L.C.

Business Entity Information			
Status:	Default	File Date:	3/25/2015
Type:	Domestic Limited-Liability Company	Entity Number:	E0149612015-2
Qualifying State:	NV	List of Officers Due:	3/31/2016
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20151186357	Business License Exp:	3/31/2016

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	YEUN K. LEE	Address 1:	10781 W. TWAIN AVE.
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89135
Phone:		Fax:	
Mailing Address 1:	10781 W. TWAIN AVE.	Mailing Address 2:	
Mailing City:	LAS VEGAS	Mailing State:	NV
Mailing Zip Code:	89135		
Agent Type:	Noncommercial Registered Agent		

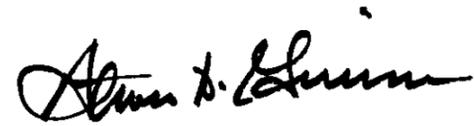
Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

<input checked="" type="checkbox"/> Officers		<input type="checkbox"/> Include Inactive Officers	
Manager - YEUN K LEE			
Address 1:	10781 W. TWAIN AVENUE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89135	Country:	USA
Status:	Active	Email:	

<input checked="" type="checkbox"/> Actions\Amendments			
Action Type:	Articles of Organization		
Document Number:	20150134260-04	# of Pages:	1
File Date:	3/25/2015	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20150134261-15	# of Pages:	1

(No notes for this action)

Action Type:	Initial List		
Document Number:	20150134291-15	# of Pages:	1
File Date:	3/25/2015	Effective Date:	
(No notes for this action)			



CLERK OF THE COURT

1 **CRCM**

2 NONA TOBIN, Trustee  
3 Gordon B. Hansen Trust, Dated 8/22/08  
4 2664 Olivia Heights Avenue  
5 Henderson NV 89052  
6 Phone: (702) 465-2199  
7 [nonatobin@gmail.com](mailto:nonatobin@gmail.com)

8 *Defendant-in-Intervention/Cross-Claimant,*  
9 *In Proper Person*

6 **DISTRICT COURT**  
7 **CLARK COUNTY, NEVADA**

8 JOEL A. STOKES and SANDRA F. STOKES,  
9 as trustees of the JIMI JACK IRREVOCABLE  
10 TRUST,

11 Plaintiffs,

12 vs.

13 BANK OF AMERICA, N.A.; SUN CITY  
14 ANTHEM COMMUNITY ASSOCIATION,  
15 INC.; DOES 1 through X and ROE  
16 BUSINESS ENTITIES 1 through 10, inclusive,

17 Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM  
AGAINST THOMAS LUCAS D/B/A  
OPPORTUNITY HOMES, LLC**

18 NATIONSTAR MORTGAGE, LLC,

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST;  
22 OPPORTUNITY HOMES, LLC, a Nevada  
23 limited liability company; F. BONDURANT,  
24 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI THROUGH XX,  
inclusive,

Counter-Defendants

1 NONA TOBIN, an individual, Trustee of the  
2 GORDON B. HANSEN TRUST, dated  
3 8/22/08

4 Cross-Claimant,

5 vs.

6 OPPORTUNITY HOMES, LLC, THOMAS  
7 LUCAS, Manager

8 Cross-Defendant.

9 **NONA TOBIN'S CROSSCLAIM AGAINST THOMAS LUCAS**  
10 **D/B/A OPPORTUNITY HOMES, LLC**

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,  
12 (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross  
13 claim against THOMAS LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY HOMES, LLC  
14 (Herein "*OP HOMES*") AS FOLLOWS:

15 **I.**

16 **PARTIES, JURISDICTION, AND VENUE**

17 1. Cross-Claimant, NONA TOBIN (Herein "*Cross-Claimant*" or "*TOBIN*"), is an  
18 Individual, and is a resident of Sun City Community Association, Inc. (HOA), Henderson,  
19 Nevada. She is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein  
20 "*GBH TRUST*"), the titleholder of the Subject Property at the time of the disputed foreclosure  
21 sale (Herein "*HOA sale*") for delinquent assessments.

22 2. Cross-Defendant TOMAS LUCAS (Herein "*LUCAS*") is a licensed Realtor (license  
23 number BS.0000599) with Berkshire Hathaway Nevada Properties (Herein "*BHHS*") under the  
24 Broker, Forrest Barbee, and the Owner, Mark Stark, at 3185 St. Rose Parkway #100, Henderson,  
89052.

1 3. OPPORTUNITY HOMES, LLC (Herein “*OP HOMES*”) was registered with the  
2 Nevada Secretary of State on March 21, 2014 as a Limited Liability Company (#E0150942014-  
3 3), listing no members and only naming LUCAS as both the sole Manager and the Non-  
4 commercial Registered Agent. No physical address was given to the Nevada Secretary of State  
5 (NV SOS) as required to register as an LLC, only 2657 Windmill Parkway, Suite 145,  
6 Henderson 89074, which is actually a mail box in Mail Box etc. at which location employees  
7 will not accept process of service.

8 4. The Real Property that is the subject of this civil action consists of a residence  
9 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-  
10 13-811-052 hereinafter referred to as “*Subject Property*”.

11 5. Subject Property is located in a Homeowners association called: Sun City Anthem  
12 Community Association, Inc. (Herein, “HOA”).

13 6. The real property involved is located within the jurisdictional limits of the court.

14 7. The parties live and/or do business within City of Henderson and Clark County,  
15 Nevada.

16 8. Venue is correct because Court has authority to grant equitable relief from a defective  
17 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp* 132 Nev. Adv Op 5 at 15.

18 **FIRST CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

20 **(Rescinded Notice of Default, Cancelled Notice of Sale, No Bona Fide Purchaser)**

21 9. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
22 herein, and further alleges:

23 10. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included  
24

1 the false recitals claiming that:

2 “AGENT STATES THAT: This conveyance is made pursuant to the powers  
3 conferred upon agent by Nevada Revised Statutes, the Sun City Anthem  
4 Community Association governing documents (CC&R's) and that certain Lien for  
5 Delinquent Assessments, described herein. Default occurred as set forth in a Notice of  
6 Default *and* Election to Sell, recorded on 03/12/2013 as instrument number 0000847  
7 Book 20130312 which was recorded in the office of the recorder of said county. Red  
8 Rock Financial Services has complied with all requirements of law including, but not  
9 limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent  
Assessments and Notice of Default and the posting and publication of the Notice of  
Sale. Said property was sold by said agent, on behalf of Sun City Anthem  
Community Association at public auction on **08/15/2014**, at the place indicated on  
the Notice of Sale. Grantee being the highest bidder at such sale became the  
purchaser of said property and paid therefore to said agent the amount bid \$63,100.00  
in lawful money of the United States, or by satisfaction, pro tanto, of the obligations  
then secured by the Lien for Delinquent Assessment.”

10 11. That the claim on the Deed that the property was sold at “...public auction on 08/15/14,  
11 at the place indicated on the Notice of Sale...” is false by the omission of “at the time” in that the  
12 only published Notice of Sale stated the sale would be held on March 7, 2014.

13 12. The February 12, 2014 notice of sale was cancelled by HOA Agents on May 15, 2014,  
14 and no Notice of Sale (NOS) was published, or in fact, was a new NOS even issued to replace the  
15 cancelled one.

16 13. That there was never any published notice that the HOA sale would be held at a time  
17 other than 10 AM on March 7, 2014, despite there being at least four postponements and requests  
18 for notice by my BHHS Agent Craig Leidy.

19 14. That four postponements exceed the reasonableness standard in NRS 107.082(2) of  
20 three oral postponements.

21 15. That the claims made on the foreclosure deed are false in that they are based on the  
22 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book  
23 20130312.

1       16.    The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,  
2 2013 instrument number 201304030001569 which stated:

3           “Red Rock Financial Services and/or Sun City Anthem Community  
4 Association does hereby cancel, rescind and withdraw the Notice of Default  
5 and Election to Sell Pursuant to the Lien for Delinquent Assessments,  
6 recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847  
7 of the Official Records in the Office of the Recorder of Clark County,  
8 Nevada.”

9       17.    Further, that the claim that there was a “Notice of Sale” in effect at the time of the HOA  
10 sale as described in the Foreclosure Deed is false in that the Nevada Real Estate Division  
11 Ombudsman (OMB) had been told by Red Rock Financial Services that the “OMB Notice of  
12 Sale” pre-foreclosure mediation process should be cancelled because “Owner was Retained”.

13       18.    That this false information, “Owner was Retained”, provided to enforcement officials  
14 caused the Ombudsman to cancel the Notice of Sale on May 15, 2014, resulting in the August 15,  
15 2014 sale HOA Agents held illegally to be statutorily non-compliant and therefore, null and void.

16       19.    That Realtor Thomas Lucas d/b/a Opportunity Homes LLC was Not a Bona Fide  
17 Purchaser for Value in an Arms-Length Transaction.

18       20.    As a BHHS Realtor, Lucas had information that targeted this property as a speculative  
19 gold mine.

20       21.    Lucas knew, or should have known, from the MLS Property Archive of problems with  
21 the banks’ refusing to close any deal.

22       22.    As a BHHS Realtor, Lucas knew, or easily could have known, that I shared documents  
23 with BHHS Managing Broker, Carlos Ciapo, on 8/1/14, that showed neither BANA nor  
24 Nationstar owned the beneficial interest to the DOT.

      23.    As a BHHS Realtor, Lucas knew, or easily could have known, that on 8/1/14, I was in  
BHHS office and told Carlos Ciapo that I was going to sue the banks to cancel the debt.

1       24.    That the HOA sale is void as there was no bona fide purchaser per NRS 111.180, who  
2 had no unfair advantage over other potential bidders who met the statutory conditions: 1) act in  
3 good faith; 2) purchase for valuable consideration; and 3) not have actual knowledge, constructive  
4 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
5 interest to, the real property.

6       25.    That the Buyer, Realtor Thomas LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY  
7 HOMES (Herein "*OP HOMES*") does not meet any of these criteria.

8       26.    That the "Good Faith" condition was not met. OP HOMES was the name in which  
9 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is  
10 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would  
11 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an  
12 LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge "the legal existence of any  
13 party" is to be made by "specific negative averment, which shall include such supporting  
14 particulars as are peculiarly within the pleader's knowledge."

15       27.    That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of  
16 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a  
17 court of competent jurisdiction.

18       28.    That there are irregularities in OP HOMES corporate filings, which exists in the public  
19 record, and indicate bad faith as well as specific violations of Nevada, Clark County, and City of  
20 Henderson statutes and ordinances governing commercial registration and business licensing:

21       29.    a) an attempt to conceal ownership by claiming to be a Manager rather than a Member  
22 (NRS 86.151),

23       30.    b) Articles of Organization do not identify a physical residential or office address as  
24 required by NRS 86.161.

1 31. c) LUCAS is listed as OP HOMES' only Manager and the Noncommercial Registered  
2 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a  
3 mail box. (NRS 86.231).

4 32. d) LLC registered with only an unverifiable address that cannot be used for service of  
5 summons, a violation of NRS 86.231. Affidavit of due diligence filed on January 26, 2016,  
6 illustrates the problem created in this case.

7 33. e) that there is no public record of any business licenses in Henderson or Clark County  
8 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY  
9 HOMES LLC.

10 34. That the second condition was not met: "Purchase for valuable consideration." The  
11 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the  
12 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS  
13 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has  
14 been established in multiple court cases to be "commercially unreasonable." *Shadow Wood*  
15 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*  
16 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)("A court is warranted in invalidating a  
17 sale where the price is less than 20 percent of fair market ....").

18 35. That the third condition was not met: Buyer must not have "actual knowledge,  
19 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,  
20 title or interest to, the real property."

21 36. LUCAS had an existing commercial relationship with HOA Agent, Red Rock Financial  
22 Services (RRFS) that conducted the disputed HOA sale and was a previous purchaser as OP  
23 HOMES, LLC, of at least one other HOA foreclosure sale conducted by the same RRFS agent as  
24 the one who managed the HOA sale of the Subject Property.

1 37. That the corporate veil must be pierced as OP HOMES, LLC, is not a legally valid  
2 entity, buy an alter-ego of LUCAS.

3 38. That OP HOMES served the illegal purpose of allowing BHHS Realtor Thomas  
4 LUCAS to unfairly and covertly utilize the insider information he obtained as a licensee.

5 39. That LUCAS violated his duties as a BHHS Realtor and violated protections  
6 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated  
7 8/22/08 had with LUCAS' BHHS Broker, Forrest Barbee.

8 40. That it is a thinly-disguised fiction that LUCAS' alter ego, OP HOMES, LLC,  
9 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his  
10 position at BHHS, insider knowledge and BHHS Realtor license.

11 41. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell  
12 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein "*Leidy*"),  
13 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under  
14 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through  
15 October 31, 2014.

16 42. Thomas LUCAS was also a Realtor (Nevada Realtor license BS.0000599) working  
17 under Broker Forrest Barbee at BHHS, a position from which Thomas LUCAS had actual or  
18 constructive notice of: a) problems with the title, b) the pre-sale disputes between the owner and  
19 Nationstar over their refusal to name the investor, c) the refusal of the "investor" to close escrow  
20 after a \$350,000 bid in a public auction BHHS agent Leidy put on www.auction.com two months  
21 before the sale, instructing Leidy to re-list it at a higher price, and d) the bank's "investor's"  
22 rejection of a \$375,000 offer on August 1, 2014, two weeks before the HOA sale.

23 43. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to  
24 proceed while the listing agent, Craig Leidy, who had requested (and received notification four

1 times previously from HOA Agents conducting the sale) was not given notice regarding the  
2 scheduled time for the HOA sale.

3 44. That as a result Cross-Defendants' breach of contract, Cross-Claimant entitled to a  
4 declaratory judgment, quieting title in her favor.

5 **SECOND CAUSE OF ACTION:**

6 **BREACH OF BHHS CONTRACT**

7 **(Against Realtor LUCAS and BHHS Broker and Owner)**

8 45. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
9 herein, and further alleges:

10 46. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor  
11 Craig Leidy (Herein "LEIDY") of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a  
12 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an  
13 original term of February 20, 2014 through June 20, 2014.

14 47. That the ER agreement with BHHS was extended from June 20, 2014 through October  
15 31, 2014 by a change order signed July 25, 2014.

16 48. That Cross-Defendant LUCAS had access to information which prevents him from  
17 being a "bona fide purchaser" due to the fact that now, and at the time of the HOA sale, LUCAS  
18 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the  
19 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months  
20 after the HOA sale.

21 49. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY  
22 HOMES, LLC (Herein "OP HOMES") was actually a sham LLC that served to cloak the identity  
23 of BHHS Realtor LUCAS and served as LUCAS' alter ego to shield LUCAS from liability for  
24 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and

1 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the  
2 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the  
3 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to  
4 extend the listing and raise the asking price as demanded by Nationstar's Investor.

5 50. While there, in the same BHHS office where LUCAS works, TOBIN told BHHS  
6 Realtor, Carlos Caipa (License (S.0047323) that: a) she was fed up with the hassles with the  
7 banks, b) that she had documentation that neither BANA nor Nationstar owned her loan, c) that  
8 Nationstar would never answer her request for them to identify the Investor, and d) that she was  
9 ready to sue them to cancel the debt.

10 51. That TOBIN's disclosure to Caipa in the BHHS office two weeks before the sale,  
11 further indicates that LUCAS had constructive notice of the very information that would  
12 encourage a speculative purchase of Subject Property.

13 52. That the HOA sale was held on August 15, 2014, with no notice given to Cross-  
14 Claimant's BHHS agent LEIDY, who had requested and received notices previously.

15 53. That the purchaser at the HOA sale was BHHS Realtor, LUCAS, d/b/a/  
16 OPPORTUNITY HOMES, LLC, who told Leidy the day before the sale that one of his listings  
17 was to be sold the next day, and since LUCAS was going to bid on it, he asked Leidy for  
18 information about the property.

19 54. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA  
20 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for  
21 postponement.

22 55. That on August 29, 2014, LEIDY sent TOBIN an email with a  
23 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)  
24

1 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five  
2 days after the HOA sale).

3 56. That LEIDY claimed that the termination of the listing would stop the calls on the  
4 property and that *“The new owner is an agent in our office by the name of Tom Lucas. He intends  
5 to keep the property.”*

6 57. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused  
7 to cancel the BHHS ER listing agreement.

8 58. That Cross-claimant summarized her understanding of LUCAS and BHHS’ role in the  
9 HOA sale in that same September 11, 2014 email to LEIDY:

10  
11 *“Then on August 15 I emailed you that there had been an HOA  
12 committee hearing about the dead plants and that a clock starting on fines.  
After that you called me and said a lot had been happening since we had  
spoken, to wit:*

13 *1. there had been a foreclosure sale by Red Rock for delinquent HOA  
dues at some unspecified time*

14 *2. the new owner was a friend of yours and an agent in your Berkshire  
15 Hathaway office*

16 *3. the purchase price had been \$63,000*

17 *4. the trust no longer had any responsibilities or concerns about the  
18 property as all the headaches now belonged to the new owner*

19 *5. you would no longer be working with me/the Trust; you would be  
20 working with the new owner to negotiate whatever needed to be resolved  
with the bank, the HOA etc.”*

21 59. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October  
22 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive  
23 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that  
24

1 Nationstar was not the beneficiary and would not say who was would not say who the investor  
2 actually was as required by TILA.

3 60. That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS  
4 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the  
5 property and that c) LUCAS contacted LEIDY before the sale to get more information about the  
6 property prior to bidding on it.

7 61. That these emails also demonstrate that Red Rock Financial Services (RRFS) did not  
8 give notice to either Cross-Claimant or her BHHS agent LEIDY about when the HOA sale would  
9 be held and were deceptive after the HOA sale regarding the distribution of the proceeds and by  
10 their deception blocked TOBIN from making a legitimate claim to the excess.

11 62. That, as a result, Cross-Defendant's breach of contract, Cross-Claimant has suffered  
12 damages in an amount in excess of \$10,000.00, and to be determined at trial.

13 **THIRD CAUSE OF ACTION:**

14 **EQUITABLE RELIEF**

15 **(HOA Sale Was Unconscionable and Commercially Unreasonable)**

16 63. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
17 herein, and further alleges:

18 64. That the property was valued of \$353,529 on the State of Nevada Statement of Value  
19 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was  
20 recorded and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less  
21 than 18% of that measure of fair market value (FMV).

22 65. In all measures of fair market value, the sale price of the Subject Property was grossly  
23 inadequate in that it was:

24 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the (16.2% of the \$389,000  
balance) beneficial interest of which Nationstar claims,

1 67. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the  
2 public auction ([www.Auction.com](http://www.Auction.com)) which Nationstar informed BHHS Listing Agent Craig Leidy  
3 was required by the Investor, but which the Investor subsequently rejected.

4 68. 16.8% of the \$375,000 offer Nationstar's Investor rejected on August 1, 2014, while  
5 demanding that LEIDY conduct a second [www.Auction.com](http://www.Auction.com) sale and that TOBIN sign a change  
6 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA  
7 foreclosure sale.

8 69. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15  
9 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)  
10 Robert Goldsmith.

11 70. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the  
12 same day they filed their original Quiet Title suit against the wrong bank, BANA.

13 71. The HOA Sale is void as the sale price was less than 20% of Fair Market Value and the  
14 sale involved unjust enrichment, oppression, fraud and fraudulent concealment.

15 **FOURTH CAUSE OF ACTION:**

16 **CIVIL CONSPIRACY**

17 77. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
18 herein.

19 78. That Cross-Defendant LUCAS acted in concert to conceal illegal acts resulting in  
20 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of  
21 undeserving fellow conspirators.

22 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA  
23 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-  
24 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual sale

1 was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure  
2 property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS  
3 Realtor Craig Leidy.

4 80. All the elements of an actionable conspiracy were met in this case: a) two or more  
5 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
6 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
7 damages.

8 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI.; Attorney Peter Notary  
9 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious  
10 Defendants, acted covertly, in concert to:

- 11 a) Conduct and/or participate in the HOA sale from which others were excluded; and/or
- 12 b) concealed the true nature, financing and timing of subsequent transfers of title and/or
- 13 c) to market the Subject Property:

14 82. That conspirators have illegally used improperly licensed and registered entities to  
15 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the  
16 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and  
17 possession of the Subject Property through:

- 18 a) formation and use of a corporation to transfer to it the existing liability of another  
19 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666);
- 20 b) the concealment and misrepresentation of the identity of the responsible  
21 ownership, management and financial interest [210 Cal. App. 2d 840];
- 22 c) disregard of legal formalities and the failure to maintain arm's length relationships  
23 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 24 d) the use of a corporation as a mere shell, instrumentality or conduit for a single

1 venture or the business of an individual or another corporation (McCombs v.  
2 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.  
3 2d 661;

4 e) the confusion of the records of the separate entities [210 Cal. App. 2d  
5 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);

6 89. That conspirators damaged Cross-Claimant's title rights in that they:

7 a) made improper, insufficient and selective notification to the HOA, enforcement  
8 officials, and Cross-Claimant;

9 b) utilized bogus and/or illegally structured entities for fraudulent concealment of  
10 illegal acts;

11 c) withheld or provided false information to enforcement agencies and the HOA Board  
12 necessary for them to perform their duties of enforcement and oversight; and/or

13 d) misused the Multiple Listing Service (MLS) system, the County land records  
14 system and other public systems to evade detection.

15 90. That it is unknown if any notices, or other publicity, made the date of the HOA sale was  
16 actually held known to any other party besides BHHS Realtor Thomas LUCAS.

17 91. That Cross-Defendant LUCAS and the conspiring Realtors facilitated fraudulent  
18 transfers that allowed fellow conspirators to evade paying the required real property transfer  
19 taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees, and in  
20 so doing, the conspirators:

21 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-  
22 conveyances;

23 b) utilized insider information in violation of the Exclusive Agency (ER) agreement  
24 TOBIN had with BHHS Broker, Forrest Barbee;

1 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;

2 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified  
3 the chain of title;

4 92. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-  
5 conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-Claimant  
6 of the Subject Property for their own unjust enrichment in that notice of the actual sale was given  
7 to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure Subject  
8 Property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS  
9 Realtor Craig LEIDY

10 93. That Cross-Defendant LUCAS' conduct deviated from the usual course of business  
11 when conveying property in Nevada and failed to a) utilize the customary written documentation,  
12 b) purchase agreements, c) neutral escrow, d) properly handle and account for funds taken in and  
13 disbursed, and e) properly record instruments of conveyance.

14 94. That as a result Cross-Defendant's acts of civil conspiracy, Cross-Claimant has  
15 suffered damages in an amount in excess of \$10,000.00, and to be determined at trial.

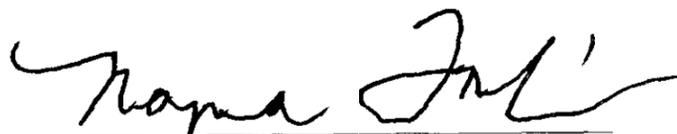
16  
17 **PRAYER**

18 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly  
19 and severally, as follows:

20 a. For a declaration and determination that any, and all, of the present and past  
21 claimed rights to ownership of the subject property, of profit therefrom, by  
22 Realtor Thomas LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported  
23 purchaser at the HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and  
24 the STOKES and/or Jimijack are null and void due to their complicity with

- 1 HOA Agents' actions and omissions in failing to conduct arms-length,  
2 commercially reasonable transactions that resulted in fraudulent conveyances  
3 to non-bona-fide purchasers for value;
- 4 b. That Cross-Defendant LUCAS or Opportunity Homes, LLC was not a *bona*  
5 *fide* purchaser for value, and that all of the HOA sale-related transfers of  
6 subject property are void as they failed to meet the NRS 111.180, statute of  
7 frauds, and/or the *ShadowWood* standards;
- 8 c. For general damages in an amount in excess of \$10,000;
- 9 d. For treble actual damages in punitive damages to compensate for Cross-  
10 Defendant Realtor 'THOMAS LUCAS' complicity in the illegal actions,  
11 including fraudulent transfer of the property;
- 12 e. For specific damages in an amount as yet undetermined;
- 13 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution  
14 of this matter;
- 15 g. For any other relief the Court may deem just and proper.

16 Dated this 27<sup>th</sup> day of January, 2017.

17 

18 NONA TOBIN, Trustee  
19 Gordon B. Hansen Trust, Dated 8/22/08  
20 2664 Olivia Heights Avenue  
21 Henderson NV 89052  
22 Phone: (702) 465-2199  
23 nonatobin@gmail.com  
24 *Defendant-in-Intervention/Cross-Claimant,*  
*In Proper Person*

# EXHIBIT 1

## 8/22/14 FORECLOSURE DEED

This deed was recorded on 8/22/14 purporting to transfer Homeowner's interest to Opportunity Homes, LLC for \$63,100 by falsely claiming that:

1. Default occurred as set forth in 3/12/13 NODES when the 3/12/13 NODES had been rescinded on 4/3/13 and the rescission was recorded on 4/8/13.
2. RRFS complied with all the requirements of law, (but had not).

This deed does not have the power to take title from TOBIN as the recitals are false and do not comply with NRS 116.31166 to take away the right of redemption.

EXHIBIT 1

# EXHIBIT 8

## EXHIBIT 8

### MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

## EXHIBIT 8

3-1

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1805.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: **SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4** which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

10 F

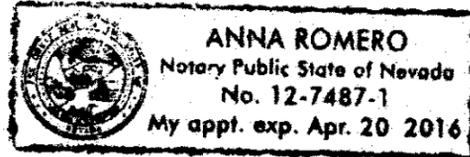
Dated: August 18, 2014

  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem  
Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

# STATE OF NEVADA DECLARATION OF VALUE

**1. Assessor Parcel Number (s)**

a) 191-13-811-052  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

**2. Type of Property:**

a) <input type="checkbox"/>	Vacant Land	b) <input checked="" type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

<b>FOR RECORDERS OPTIONAL USE ONLY</b>
Notes: <u>4</u>

**3. Total Value/Sales Price of Property:**

\$ 63,000.<sup>00</sup>  
 Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
 Transfer Tax Value: \$ 353,529.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40

**4. If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Signature]* Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)

Print Name: Red Rock Financial Services  
 Address: 4775 West Teco Ave #140  
 City: Las Vegas  
 State: NV Zip: 89118

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)

Print Name: Opportunity Homes, LLC  
 Address: 2657 Windmill Parkway, #145  
 City: Henderson  
 State: NV Zip: 89074

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

**EXHIBIT 2**

**6/4/15 FRAUDULENT QUIT CLAIM DEED**

**FROM**

**OPPORTUNITY HOMES, LLC,**

**By THOMAS LUCAS, MGR.**

**TO**

**F. BONDURANT, LLC**

This quit claim deed was recorded on 6/9/15 @ 12:58 PM, 8 minutes before the property was transferred to the STOKES via a fraudulently notarized quit claim.

**EXHIBIT 2**

Inet #: 20150609-0001537

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

(3)

### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4<sup>th</sup> day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

10J

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

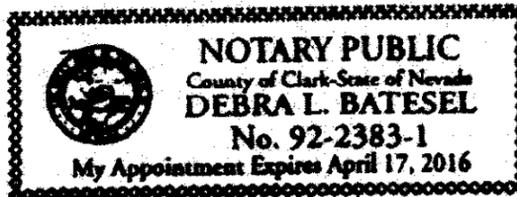
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada                    )  
  ) ss  
County of Clark

On this 4<sup>th</sup> day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 191-13-811-052  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property

- a)  Vacant Land      b)  Single Fam. Res.  
 c)  Condo/Twnhse    d)  2-4 Plex  
 e)  Apt. Bldg.          f)  Comm'nd'l  
 g)  Agricultural      h)  Mobile Home  
 i)  Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property:

\$ 270,000 -

b) Deed in Lieu of Foreclosure Only (value of

(\$ \_\_\_\_\_)

c) Transfer Tax Value:

\$ \_\_\_\_\_

d) Real Property Transfer Tax Due

\$ 1377.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: \_\_\_\_\_

b. Explain reason for exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: Grantor

Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Robert (Goy) Smith

File Number: \_\_\_\_\_

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

# EXHIBIT 3

## 6/8/15 FRAUDULENT QUIT CLAIM DEED

EXECUTED BY YUEN K. LEE

TO

JOEL A. & SANDRA STOKES

This deed was recorded @ 1:06 PM on 6/9/15, eight minutes after the first quit claim deed.

CluAynne M. Corwin, notary @ 10781 W. Twain, attested that on 6/8/15 "...did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved by satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same."

EXHIBIT 3

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

(3)

Inet #: 20150609-0001545

Fee: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

---

### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

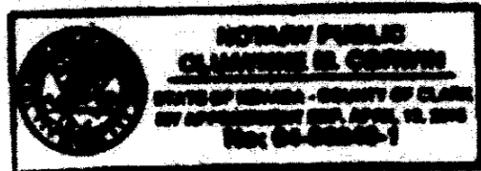
Signed, sealed and delivered in presence of:

yeun Lee  
Grantor  
yeun Lee manager

State of Nevada )  
County of Clark ) ss

On this 8<sup>th</sup> day of June, 2015, before me, Clayton M. Cowan, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Clayton M. Cowan

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

a. 191-13-811-052  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**2. Type of Property:**

a.  Vacant Land      b.  Single Fam. Res.  
c.  Condo/Twnhse    d.  2-4 Plex  
e.  Apt. Bldg          f.  Comm'l/Ind'l  
g.  Agricultural       h.  Mobile Home  
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

**3.a. Total Value/Sales Price of Property**

\$ 270,000

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))

c. Transfer Tax Value: \$ \_\_\_\_\_

d. Real Property Transfer Tax Due \$ 1377.00

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: 100 %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: F. Bondurant LLC  
Address: 10781 W. Twain  
City: Las Vegas  
State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: Joel A Stokes and Sandra Stokes Jim Jack Irrevocable Trust  
Address: 5 Summit Walk Trail  
City: Henderson  
State: Nevada Zip: 89052

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Robert Goldsmith  
Address: 446 Beautiful Hill  
City: Las Vegas

Escrow # \_\_\_\_\_  
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

RESIDENT TRANSACTION REPORT

DOES NOT SHOW OPPORTUNITY HOMES OR F.

BONDURANT WERE OWNERS WHO PAID FEES

JIMI JACK BECAME

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 4

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Resident ID	Resident Name	Unit Address	Date	Code	Charge Description	Charge Amount	Balance
0480 02	Jimjack Irr Tr	2763 White Sage Dr Henderson, NV 89052			5 Summit Walk Trail Henderson, NV 89052		
	Current Credit History Code:	RM			Effective Date: 02/05/2016		
						Beg Bal	00.00
	Charge	09/25/2014	ASFR	Account Setup Fee Resal	225.00	225.00	
	Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES	100.00	325.00	
	Charge	10/01/2014	SQA	Sun City Anthem QT Assm	275.00	600.00	
	Pay	10/21/2014		Lockbox Payment 02235	-275.00	325.00	
	Credit	11/06/2014	FINE	posted in error	-100.00	225.00	
	Pay	11/24/2014		Lockbox Payment 02245	-225.00	00.00	
	Charge	01/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Pay	01/26/2015		Lockbox Payment 02260	-275.00	00.00	
	Charge	04/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Pay	04/20/2015		Lockbox Payment 02287	-275.00	00.00	
	Charge	07/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	07/30/2015	LF	Late Fees	25.00	300.00	
	Charge	09/03/2015	LPC	PreCollections - Initia	50.00	350.00	
	Pay	09/22/2015		Lockbox Payment 00137	-350.00	00.00	
	Charge	10/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	10/30/2015	LF	Late Fees	25.00	300.00	
	Charge	12/02/2015	LPC	PreCollections - Initia	50.00	350.00	
	Pay	12/10/2015		Receipt Processing 119	-350.00	00.00	
	Charge	01/01/2016	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	01/30/2016	LF	Late Fees	25.00	300.00	
	Pay	02/24/2016		Lockbox Payment 00172	-300.00	00.00	
						<b>Res Balance</b>	<b>00.00</b>

**Resident Transaction Report**  
**SUCI Sun City Anthem Community Association**  
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky  
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Unit Address	Date	Code	Charge Code	Description	Amount	Balance
0480 01	Gordon B Hansen	2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052		
	Current Credit History Code:		CL			Effective Date: 09/30/2014		
	Charge		12/31/2013	LF		Late Fees	25.00	1,793.81
	Credit		12/31/2013	LF		Reverse LF	-25.00	1,768.81
	Charge		01/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,043.81
	Charge		01/30/2014	LF		Late Fees	25.00	2,088.81
	Charge		03/30/2014	INT		Interest	07.15	2,075.96
	Charge		04/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,350.96
	Charge		04/30/2014	LF		Late Fees	25.00	2,375.96
	Charge		05/30/2014	INT		Interest	08.36	2,384.32
	Charge		06/30/2014	INT		Interest	08.36	2,392.68
	Charge		07/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,667.68
	Charge		07/30/2014	LF		Late Fees	25.00	2,692.68
	Charge		08/27/2014	INT		RRFS INT 7/14	08.36	2,701.04
	Pay		08/27/2014			Collection Payment PIF 062114	-2,701.04	00.00
	Charge		08/29/2014	FINE		Landscape Maint.	25.00	25.00
	Charge		08/30/2014	INT		Interest	09.57	34.57
	Credit		08/30/2014	INT		REV 08/14 INT	-09.57	25.00
	Charge		09/05/2014	FINE		Landscape Maint	25.00	50.00
	Charge		09/12/2014	FINE		Landscape Maint	25.00	75.00
	Charge		09/23/2014	FINE		Landscape Maint. 9.19.1	25.00	100.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	75.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	50.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	25.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	00.00
						Res Balance		00.00

**EXHIBIT 5**

**THOMAS LUCAS' IDENTIFICATION**

**AS A BHHS AGENT**

**AND**

**OPPORTUNITY HOMES, LLC**

**COMMERCIAL REGISTRATION**

**IDENTIFYING LUCAS AS MANAGER**

**AND NONCOMMERCIAL AGENT**

**AND LACKING A PHYSICAL ADDRESS FOR**

**PROCESS OF SERVICE**

**EXHIBIT 5**



Nevada Real Estate Division  
 2501 E. Sahara Avenue, Suite 102  
 Las Vegas, NV 89104  
 Phone: (702) 486-4033  
 Email: realest@red.state.nv.us  
 Website: www.red.state.nv.us

### Lookup Detail View

Name
THOMAS LUCAS

### Registration Information

Credential	License Type	Issue Date	Expiration Date	Status	Reason
BS.0000599.LLC	BROKER SALESPERSON	03/23/2006	03/31/2017	ACTIVE	NORMAL

Generated on: 6/7/2016 3:43:54 PM

### Full



#### Thomas Lucas

**BHHS Nevada Properties**  
 3185 St. Rose Parkway #100  
 Henderson, 89052-3977

Ag ID: **216250**      Office ID: **AMEG05**  
 Direct: **702-458-8888**      Office Ph: **702-458-8888**  
 Agent: **702-374-4234**      Office Fax: **702-458-5276**  
 Email: **tlucas5@cox.net**  
 Ag Web:  
 Off Web:  
 License #: **BS.0000599**  
 Broker Name: **Forrest Barbee**



**ROSS MILLER**  
 Secretary of State  
 204 North Carson Street, Suite 4  
 Carson City, Nevada 89701-4520  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)



\*050104\*

# Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20140207038-37</b> Filing Date and Time <b>03/21/2014 12:44 PM</b> Entity Number <b>E0150942014-3</b>
--	---

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Limited-Liability Company:</b> <small>(must contain approved limited-liability company wording; see instructions)</small>	OPPORTUNITY HOMES LLC	<table style="width: 100%; font-size: small;"> <tr> <td style="text-align: center;">Check box if a Series Limited-Liability Company</td> <td style="text-align: center;">Check box if a Restricted Limited-Liability Company</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Check box if a Series Limited-Liability Company	Check box if a Restricted Limited-Liability Company	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																						
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<input checked="" type="checkbox"/>	<input type="checkbox"/>																																											
<b>2. Registered Agent for Service of Process:</b> <small>(check only one box)</small>	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"><input type="checkbox"/> Commercial Registered Agent:</td> <td style="width: 33%; border: none;">Name</td> <td style="width: 34%; border: none;"></td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Noncommercial Registered Agent</td> <td style="border: none;">(name and address below)</td> <td style="border: none; text-align: center;"><b>OR</b></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Office or Position with Entity</td> <td style="border: none;">(name and address below)</td> <td style="border: none;"></td> </tr> </table> <p style="margin-top: 5px;">THOMAS LUCAS  <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small></p> <table style="width: 100%; font-size: x-small; border: none;"> <tr> <td style="width: 50%;">2657 WINDMILL PARKWAY SUITE 145</td> <td style="width: 20%;">HENDERSON</td> <td style="width: 10%;">Nevada</td> <td style="width: 20%;">89074</td> </tr> <tr> <td>Street Address</td> <td>City</td> <td></td> <td>Zip Code</td> </tr> <tr> <td>2657 WINDMILL PARKWAY SUITE 145</td> <td>HENDERSON</td> <td>Nevada</td> <td>89074</td> </tr> <tr> <td>Mailing Address (if different from street address)</td> <td>City</td> <td></td> <td>Zip Code</td> </tr> </table>		<input type="checkbox"/> Commercial Registered Agent:	Name		<input checked="" type="checkbox"/> Noncommercial Registered Agent	(name and address below)	<b>OR</b>	<input type="checkbox"/> Office or Position with Entity	(name and address below)		2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Nevada	89074	Street Address	City		Zip Code	2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Nevada	89074	Mailing Address (if different from street address)	City		Zip Code																	
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<b>3. Dissolution Date:</b> <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):																																											
<b>4. Management:</b> <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) <b>OR</b> <input type="checkbox"/> Member(s) <small>(check only one box)</small>																																											
<b>5. Name and Address of each Manager or Managing Member:</b> <small>(attach additional page if more than 3)</small>	<table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">1)</td> <td style="width: 50%;">THOMAS LUCAS</td> <td style="width: 10%;">Name</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>2657 WINDMILL PARKWAY SUITE 145</td> <td>HENDERSON</td> <td>NV</td> <td>89074</td> <td></td> </tr> <tr> <td></td> <td>Street Address</td> <td>City</td> <td>State</td> <td>Zip Code</td> <td></td> </tr> <tr> <td>2)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Street Address</td> <td>City</td> <td>State</td> <td>Zip Code</td> <td></td> </tr> <tr> <td>3)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Street Address</td> <td>City</td> <td>State</td> <td>Zip Code</td> <td></td> </tr> </table>		1)	THOMAS LUCAS	Name					2657 WINDMILL PARKWAY SUITE 145	HENDERSON	NV	89074			Street Address	City	State	Zip Code		2)							Street Address	City	State	Zip Code		3)							Street Address	City	State	Zip Code	
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<b>6. Effective Date and Time:</b> <small>(optional)</small>	Effective Date:                      Effective Time:																																											
<b>7. Name, Address and Signature of Organizer:</b> <small>(attach additional page if more than 1 organizer)</small>	<p style="font-size: x-small; margin: 0;">I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">THOMAS LUCAS</td> <td style="width: 50%; text-align: center;"><input checked="" type="checkbox"/> THOMAS LUCAS</td> </tr> <tr> <td>Name</td> <td>Organizer Signature</td> </tr> <tr> <td>2657 WINDMILL PARKWAY SUITE 145</td> <td>HENDERSON</td> </tr> <tr> <td>Address</td> <td>City</td> </tr> <tr> <td></td> <td>NV</td> </tr> <tr> <td></td> <td>89074</td> </tr> <tr> <td></td> <td>State      Zip Code</td> </tr> </table>		THOMAS LUCAS	<input checked="" type="checkbox"/> THOMAS LUCAS	Name	Organizer Signature	2657 WINDMILL PARKWAY SUITE 145	HENDERSON	Address	City		NV		89074		State      Zip Code																												
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<b>8. Certificate of Acceptance of Appointment of Registered Agent:</b>	<p style="margin: 0;"><i>I hereby accept appointment as Registered Agent for the above named Entity.</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><input checked="" type="checkbox"/> THOMAS LUCAS</td> <td style="width: 30%;"></td> </tr> <tr> <td>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</td> <td>Date</td> </tr> <tr> <td></td> <td>3/21/2014</td> </tr> </table>		<input checked="" type="checkbox"/> THOMAS LUCAS		Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	Date		3/21/2014																																				
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This form must be accompanied by appropriate fees.

9A

# OPPORTUNITY HOMES LLC

Business Entity Information			
Status:	Active	File Date:	03/21/2014
Type:	Domestic Limited-Liability Company	Entity Number:	E0150942014-3
Qualifying State:	NV	List of Officers Due:	03/31/2017
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20141200462	Business License Exp:	03/31/2017

Additional Information			
Central Index Key		Series LLC (YES if applicable)	YES

Registered Agent Information			
Name:	THOMAS LUCAS	Address 1:	2657 WINDMILL PARKWAY SUITE 145
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074
Phone:		Fax:	
Mailing Address 1:	2657 WINDMILL PARKWAY SUITE 145	Mailing Address 2:	
Mailing City:	HENDERSON	Mailing State:	NV
Mailing Zip Code:	89074		
Agent Type:	Noncommercial Registered Agent		
<a href="#">View all business entities under this registered agent ()</a>			

Officers				<input type="checkbox"/> Include Inactive Officers
<b>Manager - THOMAS LUCAS</b>				
Address 1:	2657 WINDMILL PARKWAY SUITE 145	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89074	Country:	USA	
Status:	Active	Email:		

Actions\Amendments
<a href="#">Click here to view 4 actions\amendments associated with this company ()</a>

Supported Internet Browser versions: Apple iOS 9, Internet Explorer 11, FireFox 45, Google Chrome 49 (available August 2016)

Disclaimer

# Entity Actions for "OPPORTUNITY HOMES LLC"

Sort By:   Descending  Ascending order

1 - 4 of 4 actions

Actions\Amendments			
Action Type:		Annual List	
Document Number:	20160144330-84	# of Pages:	1
File Date:	03/30/2016	Effective Date:	
(No notes for this action)			
Action Type:		Annual List	
Document Number:	20150147637-26	# of Pages:	1
File Date:	03/31/2015	Effective Date:	
(No notes for this action)			
Action Type:		Initial List	
Document Number:	20140311210-45	# of Pages:	1
File Date:	04/29/2014	Effective Date:	
(No notes for this action)			
Action Type:		Articles of Organization	
Document Number:	20140207038-37	# of Pages:	1
File Date:	03/21/2014	Effective Date:	
(No notes for this action)			

[Return to Entity Details for "OPPORTUNITY HOMES LLC"](#)

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0150942014-3



\*100401\*

THE FILING PERIOD OF MAR, 2014 TO MAR, 2015

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

**IMPORTANT:** Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20140311210-45</b>
	Filing Date and Time <b>04/29/2014 9:13 AM</b>
	Entity Number <b>E0150942014-3</b>

(This document was filed electronically.)  
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**ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)**

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW**

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

**NRS 76.020 Exemption Codes**

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

**NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.**

NAME <u>THOMAS LUCAS</u>	MANAGER OR MANAGING MEMBER		
ADDRESS <u>2657 WINDMILL PARKWAY SUITE 145 , USA</u>	CITY <u>HENDERSON</u>	STATE <u>NV</u>	ZIP CODE <u>89074</u>
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** THOMAS LUCAS

Title: MANAGER Date: 4/29/2014 9:12:49 AM

**Signature of Manager, Managing Member or Other Authorized Signature**

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

ENTITY NUMBER  
E0150942014-3

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY



\*100402\*

THE FILING PERIOD OF **MAR, 2015** TO **MAR, 2016**

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**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20150147637-26</b>
	Filing Date and Time <b>03/31/2015 1:48 PM</b>
	Entity Number <b>E0150942014-3</b>

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
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NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER		
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** THOMAS LUCAS

Title: **MANAGER** Date: **3/31/2015 1:48:35 PM**

**Signature of Manager, Managing Member or Other Authorized Signature**

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

OPPORTUNITY HOMES LLC  
 NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER  
 E0150942014-3



THE FILING PERIOD OF **MAR, 2016** TO **MAR, 2017**

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Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20160144330-84</b>
	Filing Date and Time <b>03/30/2016 2:37 PM</b>
	Entity Number <b>E0150942014-3</b>

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**ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)**

**BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)**

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**NRS 76.020 Exemption Codes**  
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NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY STATE ZIP CODE HENDERSON NV 89074
NAME _____	MANAGER OR MANAGING MEMBER
ADDRESS _____	CITY STATE ZIP CODE _____
NAME _____	MANAGER OR MANAGING MEMBER
ADDRESS _____	CITY STATE ZIP CODE _____
NAME _____	MANAGER OR MANAGING MEMBER
ADDRESS _____	CITY STATE ZIP CODE _____

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** THOMAS LUCAS  
**Signature of Manager, Managing Member or Other Authorized Signature**

Title: **MANAGER** Date: **3/30/2016 2:37:50 PM**

**EXHIBIT 6**

**CONTEMPORANEOUS EMAILS**

**FROM 8/29/14 TO 10/13/14**

**ARTICULATING TOBIN'S ANGER ABOUT  
A BHHS AGENT GETTING A HUGE WINDFALL  
FROM A SURPRISE SALE & VIOLATING HER  
BHHS CONTRACT & USING INFORMATION SHE  
GAVE BHHS BROKER ABOUT WHY TWO BANKS  
WOULDN'T CLOSE ANY ESCROWS**

**EXHIBIT 6**

---

**RE: 2763 White Sage Dr**

15 messages

---

**Craig Leidy** <cleidy21@aol.com>  
To: nonatobin@gmail.com

Fri, Aug 29, 2014 at 1:31 PM

Nona,

Please sign this and send back. This is so I can stop receiving calls on the property. The new owner is an agent in our office by the name of Tom Lucas. He intends to keep the property.

I'm still receiving calls on the property. This document will stop the calls.

Thanks,

Craig Leidy  
Broker/Salesman CRS SFR  
Berkshire Hathaway Home Services  
Nevada Properties  
3185 Saint Rose Pkwy. Ste.100  
Henderson, NV 89052  
702-595-9007 = Cell  
702-410-1769 = Office  
702-317-3384 = Fax  
www.mrsuncity.com

---

 **2763 White Sage Termination.pdf**  
51K

---

**Craig Leidy** <cleidy21@aol.com>  
To: nonatobin@gmail.com

Wed, Sep 10, 2014 at 11:53 AM

Nona,

Please sign this so I can get it off my books.

Thank you

Craig Leidy  
Broker/Salesman CRS SFR  
Berkshire Hathaway Home Services  
Nevada Properties  
3185 Saint Rose Pkwy. Ste.100  
Henderson, NV 89052  
702-595-9007 = Cell  
702-410-1769 = Office  
702-317-3384 = Fax  
www.mrsuncity.com

[Quoted text hidden]

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 **2763\_White\_Sage\_Termination.pdf**  
51K

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**Nona Tobin** <nonatobin@gmail.com>

Thu, Sep 11, 2014 at 10:50 AM

To: Craig Leidy <cleidy21@aol.com>  
Cc: Steve Hansen <nasastevo@gmail.com>

I got your message requesting that I sign a termination/withdrawal order for the listing which you have said would just stop phone calls to you, nothing more. I haven't done it because something about this whole deal is not sitting right with me. Let me just rewind it a bit, and I think you'll see what I need to feel comfortable.

In July when the 4<sup>th</sup> escrow failed I kept bugging you to find out about the identity of the beneficiary since the documentation I had kept over the two plus years seemed to indicate that the no bank could truly establish that it was the legitimate owner of the promissory note. I felt there could be a cause of action to try to get the debt canceled.

On July 30 when you were down in Temecula, you had me sign documents to counter a new offer and raise the price on a new listing to \$390,000. I went down to your office on August 1 and signed all those documents with Carlos Ciapo even though they were ridiculous. I gave him a copy of the document that showed the problem about which bank had standing to be the beneficiary, i.e., actually owned the note, and complained that I was not being given accurate information about the identity of the beneficiary. He was not at all helpful, but it just introduces an additional concern to me that he also had the very information that would encourage a speculative purchase.

Then there were offers and counter offers and there was a request to put the utilities in my name to which I said no on August 4. You did not respond to that so I don't know what happened to any of those documents.

Then on August 15 I emailed you that there had been an HOA committee hearing about the dead plants and that a clock starting on fines. After that you called me and said a lot had been happening since we had spoken, to wit:

1. there had been a foreclosure sale by Red Rock for delinquent HOA dues at some unspecified time
2. the new owner was a friend of yours and an agent in your Berkshire Hathaway office
3. the purchase price had been \$63,000
4. the trust no longer had any responsibilities or concerns about the property as all the headaches now belonged to the new owner
5. you would no longer be working with me/the Trust; you would be working with the new owner to negotiate whatever needed to be resolved with the bank, the HOA etc.

I told you that I would be glad to cooperate, but that I certainly expected some kind of finders fee if you and the new owner/client were able to cancel \$390,000 of debt based on my documentation.

It should be noted that I have received nothing in writing related to any of the items above. Although I previously got many letters from Red Rock, I have gotten nothing from them saying that this foreclosure sale was scheduled or that it occurred. Also, when you verbally informed me about HOA foreclosure on August 15, I got the impression you were signing an agreement to work with new owner which would automatically negate a listing by a party who no longer owned it, but then I've never seen anything in writing that shows the ownership has actually changed.

I do know some sale has occurred because I received a call from an attorney on August 18 when I was literally at my sister's deathbed telling me that I should hire their firm to represent the Trust. This attorney said any amounts received in excess of the amount due to the HOA plus fees belonged to the Trust if claimed or reverted to the State of Nevada. I did not hire them, but the call was unsettling in that it awakened the notion that I might need legal representation.

I've also read recently that Nevada law is far from settled on the point of the super-priority of HOA liens and whether the foreclosure sale is simply a means to ensure that the HOA's lien position moves to the top so they get paid. It is being litigated whether the foreclosure has the effect of nullifying the first position of the original bank note or whether it means a change of title at all. See attached article.

In fact, today I just checked the County website for the official record of recorded owners, and the Gordon B. Hansen Trust is still listed as the owner. This certainly is a matter of concern as it leaves liability issues wide open.

Today when I saw your email with the request for me to sign the termination of the listing effective August 20, it doesn't seem to me that if I signed it, I would be acting in my own best interest or appropriately as a fiduciary as the Successor Trustee of the Trust.

You also said the buyer Tom Lucas intended to keep the property. Obviously from Tom Lucas' point of view, if there is no attempt to do a short sale, the property may well fall through the cracks, and the bank may have nothing to trigger it to assert its standing as the legitimate holder of the note and so it could drift along for a long time making money for him without the bank making any demands. However, it seems to me that this is just a little too convenient a windfall for your friend if this is done by just steamrolling over my interests and those of the Trust.

As you know this property has eaten up hundreds of hours of my time over the past 2 ½ years and I would love to be done with it, but signing this last document just does not pass the smell test for me. It has the appearance of double dealing or insider trading.

In order to get closure, what I think I need is:

1. If you and/or Tom are going to make a profit off of this property based on my research and documentation, then I would like a written agreement of an appropriate finders fee of 10% of the cancelled debt.
2. The listing is cancelled contingent on the recording of the legal change of title.
3. It is documented that the Trust and I are held harmless from any liability and are not subject to any financial exposure related to this property now or ever.

Nona

[Quoted text hidden]

---

 **Superpriority HOA**  
55K

---

**Nona Tobin** <nonatobin@gmail.com>  
To: Dave Barca <dbarca@apr.com>  
Cc: Larry Tobin ICE <rhandyman@gmail.com>

Thu, Sep 11, 2014 at 11:01 AM

Hi Dave,  
Here is the situation with Bruce's house. Larry said you know a good real estate attorney. I don't want to spend any money on this thing. I just want to have a name in case this blows up.

It's possible this situation is particular to Nevada, but the attorney who cold called me the day Janie died was from California so I don't know. This whole thing has been a nightmare.

Thanks.

Nona

[Quoted text hidden]

---

 **Superpriority HOA**  
55K

---

Thu, Sep 11, 2014 at 3:34 PM

**Craig Leidy** <Cleidy21@aol.com>

To: nonatobin@gmail.com

Nona,

I hear what your saying and about 3/4 of what your thinking makes sense.

According to our attorney, there are 200 case in the NV Supreme Court regarding this same thing.

Our attorney told me that no one knows what is going to happen with this type if problem. I'll keep you posted.

[Quoted text hidden]

---

Fri, Sep 12, 2014 at 1:30 PM

**Nona Tobin** <nonatobin@gmail.com>

To: Jo Ann Wexler <wexler.ja@gmail.com>

----- Forwarded message -----

From: **Nona Tobin** <nonatobin@gmail.com>

Date: Thu, Sep 11, 2014 at 10:50 AM

Subject: Re: 2763 White Sage Dr

To: Craig Leidy <cleidy21@aol.com>

Cc: Steve Hansen <nasastevo@gmail.com>

[Quoted text hidden]

---

 **Superpriority HOA**  
55K

---

Sun, Sep 14, 2014 at 12:50 PM

**Barca, David** <DBarca@pacunion.com>

To: "nonatobin@gmail.com" <nonatobin@gmail.com>

Cc: Larry Tobin <rhandyman@gmail.com>

Hi Nona,

This is really a horror story; however, I think you get the straight scoop from an attorney friend of mine, David Marks. He no nonsense and will tell you how best to proceed. Here is his contact information:

**David Marks**

GCA Law Partners LLP  
Attorney

650-428-3900 Work  
dmarks@gcalaw.com

1891 Landings Drive  
Mountain View, California 94043

**David Barca**

Vice President, Silicon Valley

**Pacific Union Real Estate** | A Member of Real Living

1706 El Camino Real, Ste.220, Menlo Park CA 94025

O 650.314.7201 | C 650.704.9019 | [dbarca@pacunion.com](mailto:dbarca@pacunion.com)

**From:** Larry Tobin [mailto:[rhandyman@gmail.com](mailto:rhandyman@gmail.com)]  
**Sent:** Friday, September 12, 2014 3:49 PM  
**To:** Barca, David  
**Subject:** Fwd: 2763 White Sage Dr

----- Forwarded message -----  
From: **Nona Tobin** <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>

[Quoted text hidden]

[Quoted text hidden]

---

 **Superpriority HOA**  
55K

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**Steve Hansen** <[nasastevo@gmail.com](mailto:nasastevo@gmail.com)>  
To: Nona Tobin <[nonatobin@gmail.com](mailto:nonatobin@gmail.com)>

Fri, Sep 19, 2014 at 6:35 AM

Sounds fine to me Nona. Sorry for the late reply. I don't check my email as often as I should. Seems insane that the house went for that cheap. Craig and his cronies are certainly going to make \$\$\$ on the deal. Greedy bastards!

Sent from my iPhone  
[Quoted text hidden]

<mime-attachment>

---

**Craig Leidy** <[cleidy21@aol.com](mailto:cleidy21@aol.com)>  
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 2:38 PM

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision. This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also down loaded the complete 35 page decision for you to review if you want.

In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level.

What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.

## **SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!**

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy  
Broker/Salesman CRS SFR  
Berkshire Hathaway Home Services  
Nevada Properties  
3185 Saint Rose Pkwy. Ste.100  
Henderson, NV 89052  
702-595-9007 = Cell  
702-410-1769 = Office  
702-317-3384 = Fax  
www.mrsuncity.com

---

 **140918SFRvsUSBankOpinion130NevAd75.pdf**  
385K

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**Nona Tobin** <nonatobin@gmail.com>  
To: Craig Leidy <cleidy21@aol.com>

Fri, Sep 19, 2014 at 3:55 PM

You didn't answer my question about the excess funds collected in the foreclosure sale over the amount Red Rock could keep. Have you ever dealt with getting that money turned over to one of your clients?

[Quoted text hidden]

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**Craig Leidy** <cleidy21@aol.com>  
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 4:07 PM

No I have not. I have put a call into our legal council to see if anything can be done. I probably won't know anything until Monday.

If there is an excess, I believe it would go into unclaimed money at the state level for a while until it is claimed.

I had a situation like this that when the money showed up in the state Unclaimed Funds File. All I had to do is prove that I was the benefactor. I did that by a driver's lic. It wasn't much, only \$347.00. It was in the state file for 3 years.

I'll know more on Monday.

Craig Leidy  
Broker/Salesman CRS SFR  
Berkshire Hathaway Home Services  
Nevada Properties  
3185 Saint Rose Pkwy. Ste.100  
Henderson, NV 89052

---

**Questions about HOA Foreclosure sale**

5 messages

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**Nona Tobin** <nonatobin@gmail.com>

Mon, Oct 13, 2014 at 12:08 PM

To: Craig Leidy &lt;cleidy21@aol.com&gt;

Craig, after considering the HOA dues delinquency foreclosure sale of 2763 White Sage, I have some questions:

1. What documents has Red Rock Financial sent to you as my agent? I would like to get a copy of those documents.
2. If Berkshire Hathaway received documents from Red Rock Financial why did you not inform me of them in a timely manner?
3. When did you start working with Tom Lucas to purchase this property and did you get paid for your services?
4. What is the status of Nationstar and what do you know of their expectations to make any claims on the money that has been interpleaded with District Court?

I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the interests of the Trust were handled by Berkshire Hathaway.

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they

can make a claim and the court can decide on distribution. When I didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that was actually held. You always told me that foreclosure was no problem, that they always delayed these type of HOA delinquency sales when a short sale was pending. I never knew anything about a sale actually happening until it was done and you were working with the guy that bought it.

I raised my concerns about the manner in which the foreclosure sale was handled as well as what I thought was appropriate to address the interests of the Trust previously with you, but the whole matter seems to have been ignored by Berkshire Hathaway, you, Tom Lucas and your broker.

Doesn't the listing agreement contractually require that you and Berkshire Hathaway act on my behalf as the Successor Trustee and protect the interests of the Trust?

It seems that you unilaterally quit representing my interests as the Successor Trustee without notice. Neither you nor your Broker responded to my many attempts to determine if in fact the bank really couldn't prove it was the owner of the note, then suddenly another Berkshire Hathaway agent in your branch buys it on a surprise sale, possibly betting on information I provided you and the Broker and getting you to help him gain a huge windfall.

Then, inexplicably you wanted me to sign a backdated paper to cancel the listing after the sale had already taken place since you could not take it off MLS without my signature. This didn't make sense. It looked to me like you wanted me to "fire" you or release your agency from the apparent conflict. I'm very confused by this, and one of the attorneys I consulted advised me to file a complaint with the Nevada Real Estate Division to generate an investigation of Berkshire Hathaway and their handling of this situation.

Craig, you and I have been friends for a long time, and I do not want to do that unless it is absolutely necessary. I would simply like your assistance in seeing that all my efforts of stewardship over this property over two plus years are not disparaged. Remember I cooperated with you at every turn over months no matter where I was in the world to try to get a sale that would allow you to earn a commission. Now, I would appreciate your assistance in promptly responding to my questions and assisting me in getting some appropriate financial remuneration for the Trust. Don't just walk away from me now.

**EXHIBIT 7**

**GVLAR POLICY PROHIBITING  
USE OF THE MULTIPLE LISTING SERVICE  
TO MARKET HOA FORECLOSURES  
AND MLS DOCUMENTS SHOWING THAT BHHS  
AGENTS CONTINUED MARKETING THE  
PROPERTY AFTER THE SALE AND REPRESENTED  
THE BUYER WHEN THE STOKES SOLD IT  
ON 10/23/15**

**EXHIBIT 7**



## HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.  
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

### *Background*

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. ***The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.*** Instead, it remanded the matter for further proceedings.

### *Questions Remain*

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

### *FHFA and Federal Preemption*



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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

#### *Lender Response*

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

#### *The Nevada Legislature*

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

#### *Title Industry*

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

#### *There is a Solution*

There is a simple solution to these issues; it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

#### *MLS Position*

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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<b>GLVAR</b>	<b>Single Family Residential</b>	<b>Ownership</b>	<b>SFR</b>	<b>06/10/2016 11:30 AM</b>
ML#	1424197	Offc	AMEG05	PubID
Address	2763 /WHITE SAGE /Drive	Unit	001098	Status
Building #	Bldr/Manf	Del Webb	Model	LibertyCAS
County	CLARK	Parcel#	191-13-811-052	Zoning
Cmnty	SUNCITYANT	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE	City/Town
Assoc/Comm Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No			State
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound
	N	Junior	DELW	Highsch
	LIBR	Subdiv#		CensTrct
				MetroMap
				95-F6

<b>PROPERTY INFORMATION</b>		<b>#Baths</b>	<b>FB</b>	<b>3/4</b>	<b>HB</b>	<b>Tot</b>
Bldg Desc	1STORY	Prop Desc	2	1	0	3
Type	DETACHD	Conv				
Roof	PITCHED, TILE	Unit Desc	#Bedrms	3	#Den/Oth	1
Garage	2/AUTODR, ENTRYHS, FINISHD, GOLFCT	Carport	0	Prkng Desc		#Loft
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc
ApprxAddLivArea	260	Length		Width		ApprxTotalLivArea
Manuf		Width		PvPool	Y/HEATED, INGRND	ConvertRealProp
PvSpa	No					MH-YrBlt
						Pool Size +/-

Dir **South on Eastern from St Rose Pkwy, bear left on to Anthem Pkwy at split, pass Hampton Rd, (R) on Wild Iris, (L) on Foxtail, (L) White Sage.**

Public Remarks **Liberty model w/casita, pool & views of the city and mountains. High elevated lot. Courtyard entry. Formal living & dining rms. Lge kitchen w/island that opens to sep. family rm w/surround sound. Coffered ceilings. The den separates the MS from the secondary bedrm. MS has bay window, sep tub & sep shower, dbl sink & walkin clst. Laundry rm w/sink & extra cabts. Gar has storage & room for golf cart. Builtin BBQ. too!**

Ag/Ag Remarks **IMPORTANT NOTICE! THE PROPERTY WENT TO AUCTION 8/15/14 AND WAS BOUGHT FOR BACK ASSOCIATION DUES. CALL ME IF YOU HAVE QUESTIONS.**

**Master Bed Room 15x13 CEILFN, WICLOS**      **2nd Bedroom 15x13 TELEJK, TVCAB**  
**3rd Bedroom 10x10 TELEJK, TVCAB**      **Den 12x11**  
**Dining Room 13x11 FORDIN, LIVDIN**      **Family Room 18x14 SEPFAM**  
**Kitchen NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE**      **Living Room 19x14 ENTFOY, FORMAL, REAR**

**Master Bath DBLSNK, SEPSHW, SEPTUB**  
 MBR Down? **Y**      Bed Dn **Y**      Ba Dn **Y**      Ba Dn Desc **F**  
 Constrctn **FRMSTUC**      Furnished Desc **NOFURN**  
 Refrg **N**      Dispos **Y**      Dishw **Y**      Washer Inc **Y**      Dryer Inc **Y**      DryerUtil **G**      Location **ROOM**  
 OthApplnces **MICROWV, WTCNDO**  
 Interior **ALARMW, BLINDS, CEILFN, WNDWPRT**      Oven Desc **BLTING, CONVECTN, COKTOPG, DBLOVNE**  
 Firepl **0**      Flooring **CARPET, CARTHR, CERAMIC**  
 Firepl Loc       Fence **BF/WRTIRON**  
 House Face **North**      House Views **MOUNTVW**      Equest **NONE**  
 Exterior **BITOBBQ, BYARDAC, CVPATIO**  
 Landscap **DESERT, FRNSPR, MATURE, RERSPR, ROCK, SHRUBS, SIDSPR, SPRINKT**      Miscel **NONE**  
 Heat Sys **2PLUSUNITS, CENTRAL**      HtFuel **GAS**      Water **PUBLIC**  
 Cool Sys **2UNITSPLUS, CENTRAL, REFRIG**      CLFuel **ELEC**      Grd Mounted **Y**      Sewer **PUBLIC**  
 Utility Info **CABWIRE, UNDRND**      Energy **DUALPNE, LOWEWIN**      Sol Elec

<b>VOW/FINANCIAL/LISTING OFFICE INFORMATION</b>				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y
AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0/N				
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt					
Assoc Fee Includes	COMTAX, MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann					
Earn Dep	\$4,000	Ann Tax	\$3,265	Court App	N	Short Sale	Y	Foreclo	Y	Repo/REO	N
Finance Consid	CASH, CONV	FIRPTA?	N	NOD	12/14	Litig/Typ	N	Rent		Poss	COE
Lockbox	E	LockboxLocation	Hose Bib	TempOffMktStatus		T Status Date					
L/Agent	Craig Leidy	L/Aph	702-595-9007	REALTOR	Y	PhotExcl		LeaseEnd			
Office	BHHS Nevada Properties	OffcPh	702-458-8888	Bonus SO		CoOp	3.000%	Flat Fee			
Off Add	3185 St. Rose Parkway #100, Henderson 89052-3977	BrokerName	Forrest Barbee	Vr	N	Ex	N				
Agt Fax #	702-317-3384	Email	cleidy21@aol.com	VTour	Y	OwnLic	N				
Resident	Vacant	ResPh	702-595-9007	Occup	VAC	Power	OFF	AuctTyp		ListDt	02/24/2014
Showing	NOSHOW	GateCode		WD		AuctDt		ExpDt		10/31/2014	
ContDesc		CombLB		GateCode2		OrigListPrice	\$380,000	Act DOM		249	

Energy-Efficient/GREEN Information:  
 Green Building Certification **No**

Presented by: Office Name **BHHS Nevada Properties**      Agent **Craig Leidy**

<b>GLVAR</b>	<b>Single Family Residential</b>		<b>Ownership</b>		<b>06/10/2016 11:30 AM</b>						
ML#	<b>1548524</b>	Offc	<b>URBN</b>	PubID	<b>220273</b>	Status	<b>C</b>	Area	<b>606</b>	L/Price	<b>\$437,900</b>
Address	<b>2763 /WHITE SAGE /Drive</b>		Unit	StatusUpdate				LP/SqFt	<b>\$199</b>		
Building #	Bldr/Manf	Model	CondoCnv	Zip	<b>89052</b>		YrBuilt	<b>2004/RE</b>			
County	<b>CLARK</b>	Parcel#	<b>191-13-811-052</b>	Zoning	<b>SINGLE</b>		City/Town	<b>Henderson</b>			
Cmnty	<b>NONE</b>	Subdiv	<b>SUN CITY ANTHEM UNIT #19 PHASE</b>					State	<b>NV</b>		
Assoc/Comm Feat Desc	<b>Age Restricted, CC&amp;RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No</b>							AgeRestrict	<b>Y</b>		
Elem K-2	<b>WOLF</b>	Elem 3-5	<b>WOLF</b>	YrRound	<b>N</b>	Junior	<b>DELW</b>	Highsch	<b>LIBR</b>	Subdiv#	
								CensTrct	<b>57.14</b>	MetroMap	<b>95-F6</b>

<b>PROPERTY INFORMATION</b>				<b>#Baths</b>	<b>FB</b>	<b>3/4</b>	<b>HB</b>	<b>Tot</b>	
Bldg Desc	<b>1STORY</b>	Prop Desc		<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>		
Type	<b>DETACHD</b>	Conv							
Roof	<b>TILE</b>	Unit Desc		#Bedrms	<b>3</b>	#Den/Oth	<b>0</b>	#Loft	<b>0</b>
Garage	<b>2/ATTACHD, AUTODR, ENTRYHS, FINISHD</b>			Carport	<b>0</b>	Prkng Desc			
AppxLivArea	<b>2,200</b>	#Acres +/-	<b>0.190</b>	Lot SqFt	<b>8,276</b>	Lot Desc	<b>14LESS</b>		
ApprxAddLivArea	<b>260</b>	Length		Width		ApprxTotalLivArea	<b>2,460</b>		
Manuf				PvPool	<b>Y/HEATED, INGRND</b>	ConvertRealProp		MH-YrBlt	
PvSpa	<b>Yes</b>					Pool Size +/-			

Dir **South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.**

Public Remarks **Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00**

Ag/Ag Remarks **Please use Pam at linear title. Thank you for showing.**

<b>Master Bed Room</b>	<b>15x13</b>	<b>CEILFN, WICLOS</b>	<b>2nd Bedroom</b>	<b>15x13</b>	
<b>3rd Bedroom</b>	<b>10x10</b>		<b>Dining Room</b>	<b>13x11</b>	<b>FORDIN, LIVDIN</b>
<b>Family Room</b>	<b>18x14</b>	<b>SEPFAM</b>	<b>Kitchen</b>		<b>NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE</b>
<b>Living Room</b>	<b>19x14</b>	<b>ENTFOY, FORMAL, REAR</b>	<b>Master Bath</b>		<b>DBLSNK, SEPSHW, SEPTUB</b>
MBR Down?		Bed Dn	<b>Y</b>	Ba Dn	<b>Y</b>
Constrctn	<b>FRMSTUC</b>		Furnished Desc	<b>NOFURN</b>	
Refrg	<b>N</b>	Dispos	<b>Y</b>	Dishw	<b>Y</b>
OthApplnces	<b>MICROWV, WTCNDO</b>	Washer Inc	<b>N</b>	Dryer Inc	<b>N</b>
Interior	<b>ALARMW, BLINDS, CEILFN, WINDOWCOV</b>			Oven Desc	<b>STOVEG</b>
Firepl	<b>1/GAS</b>		Flooring	<b>CARPET, CARTHR, CERAMIC</b>	
Firepl Loc	<b>LIVING</b>		Fence	<b>BF/BRICK</b>	
House Face	<b>North</b>	House Views		Equest	<b>NONE</b>
Exterior	<b>BITOBBQ, BYARDAC, CIRCDRV, CVPATIO</b>			Miscel	<b>NONE</b>
Landscap	<b>DESERT</b>		HtFuel	<b>GAS</b>	<b>PUBLIC</b>
Heat Sys	<b>CENTRAL</b>		CLFuel	<b>ELEC</b>	<b>PUBLIC</b>
Cool Sys	<b>CENTRAL</b>		Energy	<b>NONE</b>	<b>None</b>
Utility Info	<b>UNDGRND</b>		Internet	<b>Y</b>	Public Address
				<b>Y</b>	<b>Y</b>

<b>VOW/FINANCIAL/LISTING OFFICE INFORMATION</b>											
AssocFee	<b>Y</b>	AssocName	<b>Sun City Anthem</b>			Assoc Ph	<b>702-614-4800</b>			Mast Plan Fee	<b>\$0</b>
AssocFee1	<b>\$275/Q</b>	AssocFee2				Assessmt	<b>N</b>			Assessment Amt	
Assoc Fee Includes	<b>MGMT, REC, RESERV</b>			SID/LID?	<b>N</b>	SID/LID				SID/LID Ann	
Earn Dep	<b>\$5</b>	Ann Tax	<b>\$3,363</b>	Court App	<b>Y</b>	Short Sale	<b>N</b>	Foreclo	<b>N</b>	Repo/REO	<b>N</b>
Finance Consid	<b>CASH, CONV</b>			FIRPTA?	<b>N</b>	NOD				Rent	
Lockbox	<b>M</b>	LockboxLocation	<b>Front Door</b>			TempOffMktStatus				T Status Date	
L/Agent	<b>Robert Goldsmith</b>			L/APh	<b>702-308-5294</b>	REALTOR	<b>Y</b>	PhotExcl			
Office	<b>Urban Nest Realty</b>			OffcPh	<b>702-853-2444</b>	Bonus SO				CoOp	<b>3.000%</b>
Off Add	<b>10220 W Charleston Blvd #3, Las Vegas 89135</b>					BrokerName	<b>David Tina</b>		Vr	<b>N</b>	Ex
Agt Fax #	<b>702-617-4901</b>	Email	<b>robsellshomes@aol.com</b>					VTour	<b>Y</b>	OwnLic	<b>N</b>
Resident	<b>Vacant</b>	ResPh	<b>702-308-5294</b>			Occup	<b>VAC</b>			ListDt	<b>06/16/2015</b>
Showing	<b>KEYANY</b>	GateCode				Power	<b>ON</b>	AuctTyp			
ContDesc	<b>FINANCING</b>	ComboLB	<b>#*081</b>			GateCode2				WD	
						OrigListPrice	<b>\$569,900</b>		ExpDt		
								Act DOM	<b>129</b>		

Energy-Efficient/GREEN Information:  
Green Building Certification **No**

<b>CONTINGENT/PENDING/SOLD INFORMATION:</b>											
Accept/Date	<b>10/23/2015</b>	EstClo/Date	<b>10/30/2016</b>			DaysListingtoClose				Orig L.Price	<b>\$569,900</b>
Sold Terms	<b>VA</b>	ActClo/Date				BuyersAgtPublicID	<b>232958</b>			Sale Price	
Sellers Contrib		Prop Condition				Buyer Broker	<b>AMEG05</b>			SP/SqFt	
OwnrCarry		Days On Market	<b>129</b>			Broker Office	<b>BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977</b>				
Auction Buyer Premium		Sale Type				BuyerAgentName	<b>Kristen Madden/702-458-8888</b>				
Addit Auction Sold Terms											

Presented by: Office Name **BHHS Nevada Properties** Agent Craig Leidy

# EXHIBIT 8

# EXHIBIT 8

## MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

# EXHIBIT 8

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052



**JAKUB P. MEDRALA, ESQ.**  
Nevada Bar No. 12822  
**THE MEDRALA LAW FIRM, PROF. LLC**  
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jmedrala@medralaw.com  
*Attorney for Thomas Lucas and  
Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
as Trustees of the JIMI JACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I Through X, and ROES 1  
Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,  
Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
Limited Liability Company; F. BONDURANT,  
LLC, a Nevada Limited Liability Company;  
DOES I Through X, and ROES XI Through  
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, dated  
8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.; DOES  
I Through X, and ROES I Through X,  
Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C  
DEPT. NO.: XXXI

**ORDER GRANTING THOMAS LUCAS  
and OPPORTUNITY HOMES, LLC'S  
MOTION FOR SUMMARY JUDGMENT**

06-29-1 11:32 IN

1 Counterdefendant Opportunity Homes, LLC, and Crossdefendant Thomas Lucas's  
2 Motion for Summary Judgment ("Motion for Summary Judgment") came on for hearing on  
3 April 27, 2017 at the hour of 9:30 a.m., Opportunity Homes and Thomas Lucas being  
4 represented by Jakub P. Medrala, Esq., of The Medrala Law Firm, PLLC and Crossclaimant  
5 Nona Tobin appearing *pro se*.

6 The Court having reviewed the pleadings and papers on file herein, having heard the  
7 arguments of counsel, and good cause appearing therefore, the Court issues the following  
8 Findings of Fact and Conclusions of Law, and Order:

9 **FINDINGS OF FACT**

10 On or about August 15, 2014, pursuant to NRS 116.3116 *et seq.*, Sun City Anthem  
11 Community Association, Inc. ("HOA") conducted a public auction and foreclosed on its lien for  
12 delinquent assessments on real property commonly known as 2763 White Sage Drive,  
13 Henderson, NV 89052, APN 191-13-811-052 ("the Property").

14 Opportunity Homes, LLC ("Opportunity Homes") was the highest bidder at the subject  
15 action and purchased its interest in the Property in exchange for \$63,100.

16 Prior to the foreclosure, the Property's owner of record was Gordon B. Hansen, Trustee  
17 of the Gordon B. Hansen Trust, dated August 22, 2008.

18 Thereafter, on June 4, 2015, Opportunity Homes transferred its interest in the Property  
19 to F. Bondurant, LLC, by way of a Quitclaim Deed. Therefore, Opportunity Homes no longer  
20 claimed any interest in the Property.

21 Crossdefendant Thomas Lucas is a sole member of the Counterdefendant Opportunity  
22 Homes. Nona Tobin claims to be a "successor trustee" of the Gordon B. Hansen Trust, dated  
23 August 22, 2008.

1 Neither Opportunity Homes, nor Mr. Lucas has ever entered into any agreements with  
2 Nona Tobin.

3 Nona Tobin filed a crossclaim against Tom Lucas for quiet title to the Property, breach  
4 of contract, declaratory relief and civil conspiracy.

5 **CONCLUSIONS OF LAW**

6 **1.0 STANDARD OF REVIEW**

7 In Nevada, a party's motion for summary judgment must be granted, "if the pleadings,  
8 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if  
9 any, show that there is no genuine issue as to any material fact and that the moving party is  
10 entitled to a judgment as a matter of law." NRCPC 56(c); *See also Wood v. Safeway, Inc.*, 121  
11 Nev. 724, 731, 121 P.3d 1026, 1031 (2005) (rejecting the slightest doubt standard and adopting  
12 the federal standard set forth in *Liberty Lobby, Celotex, and Matsushita*). "[C]onclusory  
13 statements along with general allegations do not create an issue of fact." *Yeager v. Harrah's*  
14 *Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095 (1995). Rather, a genuine issue of material  
15 fact exists only where the evidence is such that a reasonable trier of fact could return a verdict  
16 for the nonmoving party; other factual disputes are irrelevant. *Wood*, 121 Nev. at 731, 121 P.3d  
17 at 1031.

18 **2.0 THOMAS LUCAS'S MOTION FOR SUMMARY JUDGMENT MUST BE GRANTED**

19 **A. Neither Opportunity Homes, LLC, Nor Thomas Lucas Claim Any Interest in the**  
20 **Subject Property; Therefore, Neither of Them Can Be a Part of a Quiet Title**  
21 **Action**

22 An action for quiet title in real property is a statutory cause of action prescribed by NRS  
23 40.010, which states:

24 An action may be brought by any person against another who claims an  
estate or interest in real property, adverse to the person bringing the action, for the  
purpose of determining such adverse claim.

1 Thus, an action pursuant to NRS 40.010 requests a judicial determination of all adverse  
2 claims to disputed property. *Clay v. Scheeline Banking & Trust Co.*, 40 Nev. 9, 159 P. 1081,  
3 1082-83 (1916).

4 From reading the express language of the statute, one of the elements of a quiet title  
5 action is that the defendant may claim “an estate or interest in real property, adverse to the  
6 person bringing the action.” NRS. 40.010.

7 In the present case, neither Opportunity Homes nor Mr. Lucas claims any interest in the  
8 Property. While Opportunity Homes purchased the subject Property at the HOA auction on  
9 August 15, 2014, it also sold its interest in the Property on June 4, 2015, to F. Bondurant, LLC.

10 Tobin’s crossclaim for quiet title against Mr. Lucas<sup>1</sup> was filed on February 1, 2017,  
11 more than two years after Opportunity Homes sold its interest in the Property.

12 Accordingly, because neither Opportunity Homes nor Mr. Lucas claims any interest in  
13 the Property that is adverse to Tobin’s interests, her quiet title claims against Mr. Lucas must be  
14 dismissed.

15 **B. Neither Opportunity Homes, LLC, Nor Mr. Lucas Were Parties to Any**  
16 **Agreements With Tobin That They Could Possibly Breach**

17 Under Nevada law, to prove a claim for breach of contract, the following elements must  
18 be proven: (1) the plaintiff and defendant entered into a valid and existing contract, (2) plaintiff  
19 performed or was excused from performance, (3) defendant failed to perform and was not  
20

21  
22 <sup>1</sup> Mr. Lucas has never claimed any interest in the Property. Instead, it was Mr. Lucas’s company, Opportunity Homes,  
23 LLC, which purchased the Property at the subject foreclosure sale. However, Tobin did not join Opportunity Homes in her  
24 crossclaim, and it appears that she named Mr. Lucas on a theory that Opportunity Homes, LLC, is Mr. Lucas’s alter ego  
“further . . . unfair enterprise and concealing and perpetuating unlawful conveyance of the Subject Property” as alleged in  
Paragraph 82 of the Crossclaim, whether or not Opportunity Homes, LLC, is Mr. Lucas’s alter ego is immaterial to the issues  
raised in this action because neither Opportunity Homes nor Mr. Lucas claim any interest in the subject Property, and neither  
Opportunity Homes nor Mr. Lucas were parties to any agreements with Tobin.

1 excused from performance, and (4) plaintiff sustained damages as a result of the breach.  
2 *Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

3 In her crossclaim, Tobin alleges that she had an Exclusive Right to Sell (ER) listing  
4 agreement with Craig Leidy and Forest Barbee to list and sell the Property. She further alleges  
5 that Mr. Lucas is a real estate agent working under BHHS, and that:  
6 (1) he had actual or constructive knowledge that the beneficiary of the deed of trust refused to  
7 close multiple escrows (Crossclaim, ¶ 59); (2) he knew Nationstar was not the beneficiary of the  
8 deed of trust (*Id.*); (3) he told Leidy that he was the buyer, that he was going to keep the  
9 Property, and that he contacted Leidy before the sale of the property (Crossclaim, ¶ 60).

10 Not only do Tobin's allegations fail to state a claim for a breach of contract against Mr.  
11 Lucas, or even any other claim for relief as she did not allege any facts that would indicate that  
12 Mr. Lucas breached any legal obligations, but the main problem with Tobin's claim is that it  
13 does not allege that Mr. Lucas has entered into any agreement with Tobin that he could possibly  
14 breach. Indeed, Mr. Lucas has never entered into any agreements with Tobin.

15 While it is true that Mr. Lucas is a real estate licensee and an independent agent working  
16 with BHHS, BHHS is a real estate company that employs more than 800 real estate agents in  
17 Las Vegas valley alone, and Mr. Lucas is not bound by the agreements that Tobin could have  
18 signed with other BHHS's agents.

19 Tobin neither alleges any contractual relationship between her and Mr. Lucas, nor has  
20 she produced any evidence of a contractual relationship that could give rise to a breach of  
21 contract claim against him. Accordingly, no issue of material fact exists regarding whether Mr.  
22 Lucas breached any agreement with Tobin, and Tobin's claims must be dismissed.

1           **C. Tobin Failed to Show Any Facts Indicating that Mr. Lucas Committed Civil**  
2           **Conspiracy.**

3           To prevail in a civil conspiracy action in Nevada, plaintiff must prove an agreement  
4 between the tortfeasors; whether explicit or tacit, with an intent to accomplish an unlawful  
5 objective for the purpose of harming plaintiff; and that the plaintiff sustained damage resulting  
6 from defendants' act or acts. *Guilfoyle v. Olde Monmouth Stock Transfer Company, Co., Inc.*,  
7 335 P.3d 190 (Nev. 2014); *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev.  
8 1304, 971 P. 2d 1251 (1999); *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 970 P.2d 98  
9 (1998).

10           In opposing Thomas Lucas and Opportunity Homes' Motion for Summary Judgment,  
11 Tobin failed to submit any evidence supporting her claim for civil conspiracy. Moreover, Tobin  
12 failed to even allege the existence of Mr. Lucas's agreement with anyone whose objective  
13 would be unlawful. Accordingly, her claim for civil conspiracy must be dismissed.

14           ///

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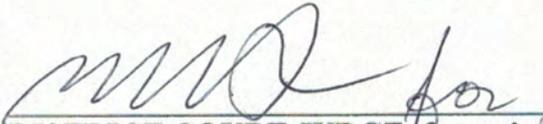
24           ///

**ORDER**

Based on the foregoing Findings of Facts and Conclusions of Law, the Court hereby **ORDERS, ADJUDGES AND DECREES** as follows:

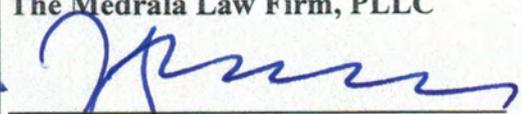
1. Thomas Lucas and Opportunity Homes' Motion for Summary Judgment against Nona Tobin is **GRANTED**.
2. Nona Tobin's Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC is **DISMISSED** in its entirety.

Dated this 21 day of July, 2017.

  
 DISTRICT COURT JUDGE Dist 31  
 HK

Respectfully submitted by:  
**The Medrala Law Firm, PLLC**

Approved as to form and content:

  
 \_\_\_\_\_  
 Jakub P. Medrala, Esq. (SNB 12822)  
 1091 S. Cimarron Road, Ste. A-1  
 Las Vegas, Nevada 89145  
 Attorney for Thomas Lucas and  
 Opportunity Homes, LLC

(not signed)  
 \_\_\_\_\_  
 NONA TOBIN, *Pro Se*  
 2664 Olivia Heights Avenue  
 Henderson, Nevada 89052  
 Telephone: (702) 465-2199  
[nonatobin@gmail.com](mailto:nonatobin@gmail.com)



**JAKUB P. MEDRALA, ESQ.**  
 Nevada Bar No. 12822  
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 (702) 475-8884  
 (702) 938-8625 Facsimile  
 jmedrala@medralaw.com  
*Attorney for Thomas Lucas and  
 Opportunity Homes, LLC*

Electronically Filed  
 8/11/2017 10:28 AM  
 Steven D. Grierson  
 CLERK OF THE COURT

**EIGHTH JUDICIAL DISTRICT COURT  
 CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
 as Trustees of the JIMI JACK IRREVOCABLE  
 TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
 ANTHEM COMMUNITY ASSOCIATION,  
 INC.; DOES I Through X, and ROES 1  
 Through 10, Inclusive,

Defendants.

CASE NO.: A-15-720032-C  
 DEPT. NO.: XXXI

**NOTICE OF ENTRY OF ORDER  
 GRANTING THOMAS LUCAS and  
 OPPORTUNITY HOMES, LLC'S  
 MOTION FOR SUMMARY JUDGMENT**

NATIONSTAR MORTGAGE, LLC,  
 Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
 OPPORTUNITY HOMES, LLC, a Nevada  
 Limited Liability Company; F. BONDURANT,  
 LLC, a Nevada Limited Liability Company;  
 DOES I Through X, and ROES XI Through  
 XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
 the GORDON B. HANSEN TRUST, dated  
 8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
 COMMUNITY ASSOCIATION, INC.; DOES  
 I Through X, and ROES I Through X,  
 Inclusive,

Crossdefendants.

1 TO: ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD.

2 PLEASE TAKE NOTICE that an ORDER GRANTING THOMAS LUCAS and  
3 OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT was entered in  
4 the above-entitled action on the 9th day of August 2017.

5 A true and correct copy of said Order is attached hereto as Exhibit "1".

6 Dated this 11th day of August 2017.

**THE MEDRALA LAW FIRM, PROF. LLC**

*/s/ Jakub P. Medrala*

JAKUB P. MEDRALA, ESQ.

Nevada Bar No. 12822

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

*Attorney for Defendants/Counterclaimants*

*Jaroslav R. Jastrebski, Zachary England, and*

*Robert Smith*

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**CERTIFICATE OF SERVICE**

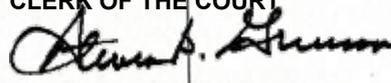
1  
2 I, the undersigned, hereby certify that on August 11, 2017, I served a true and correct  
3 copy of the foregoing NOTICE OF ENTRY OF ORDER GRANTING THOMAS LUCAS and  
4 OPPORTUNITY HOMES, LLC'S MOTION FOR SUMMARY JUDGMENT via the E-  
5 Service Master List for the above-referenced matter in the Eighth Judicial District Court's e-  
6 filing system in accordance with the electronic service requirements of Administrative Order  
7 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a  
8 copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage  
9 affixed thereto, addressed to the following:

10 NONA TOBIN, *Pro Se*  
11 2664 Olivia Heights Avenue  
12 Henderson, Nevada 89052  
13 Telephone: (702) 465-2199  
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By: /s/ Shuchi Patel  
An employee of THE MEDRALA LAW FIRM, PROF. LLC

# **EXHIBIT 1**



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*Attorney for Thomas Lucas and  
Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
as Trustees of the JIMI JACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I Through X, and ROES I  
Through 10, Inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,  
Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
Limited Liability Company; F. BONDURANT,  
LLC, a Nevada Limited Liability Company;  
DOES I Through X, and ROES XI Through  
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, dated  
8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.; DOES  
I Through X, and ROES I Through X,  
Inclusive,

Crossdefendants.

CASE NO.: A-15-720032-C  
DEPT. NO.: XXXI

**ORDER GRANTING THOMAS LUCAS  
and OPPORTUNITY HOMES, LLC'S  
MOTION FOR SUMMARY JUDGMENT**

1 Counterdefendant Opportunity Homes, LLC, and Crossdefendant Thomas Lucas's  
2 Motion for Summary Judgment ("Motion for Summary Judgment") came on for hearing on  
3 April 27, 2017 at the hour of 9:30 a.m., Opportunity Homes and Thomas Lucas being  
4 represented by Jakub P. Medrala, Esq., of The Medrala Law Firm, PLLC and Crossclaimant  
5 Nona Tobin appearing *pro se*.

6 The Court having reviewed the pleadings and papers on file herein, having heard the  
7 arguments of counsel, and good cause appearing therefore, the Court issues the following  
8 Findings of Fact and Conclusions of Law, and Order:

9 **FINDINGS OF FACT**

10 On or about August 15, 2014, pursuant to NRS 116.3116 *et seq.*, Sun City Anthem  
11 Community Association, Inc. ("HOA") conducted a public auction and foreclosed on its lien for  
12 delinquent assessments on real property commonly known as 2763 White Sage Drive,  
13 Henderson, NV 89052, APN 191-13-811-052 ("the Property").

14 Opportunity Homes, LLC ("Opportunity Homes") was the highest bidder at the subject  
15 action and purchased its interest in the Property in exchange for \$63,100.

16 Prior to the foreclosure, the Property's owner of record was Gordon B. Hansen, Trustee  
17 of the Gordon B. Hansen Trust, dated August 22, 2008.

18 Thereafter, on June 4, 2015, Opportunity Homes transferred its interest in the Property  
19 to F. Bondurant, LLC, by way of a Quitclaim Deed. Therefore, Opportunity Homes no longer  
20 claimed any interest in the Property.

21 Crossdefendant Thomas Lucas is a sole member of the Counterdefendant Opportunity  
22 Homes. Nona Tobin claims to be a "successor trustee" of the Gordon B. Hansen Trust, dated  
23 August 22, 2008.

1 Neither Opportunity Homes, nor Mr. Lucas has ever entered into any agreements with  
2 Nona Tobin.

3 Nona Tobin filed a crossclaim against Tom Lucas for quiet title to the Property, breach  
4 of contract, declaratory relief and civil conspiracy.

### 5 CONCLUSIONS OF LAW

#### 6 **1.0 STANDARD OF REVIEW**

7 In Nevada, a party's motion for summary judgment must be granted, "if the pleadings,  
8 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if  
9 any, show that there is no genuine issue as to any material fact and that the moving party is  
10 entitled to a judgment as a matter of law." NRCPC 56(c); *See also Wood v. Safeway, Inc.*, 121  
11 Nev. 724, 731, 121 P.3d 1026, 1031 (2005) (rejecting the slightest doubt standard and adopting  
12 the federal standard set forth in *Liberty Lobby, Celotex*, and *Matsushita*). "[C]onclusory  
13 statements along with general allegations do not create an issue of fact." *Yeager v. Harrah's*  
14 *Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095 (1995). Rather, a genuine issue of material  
15 fact exists only where the evidence is such that a reasonable trier of fact could return a verdict  
16 for the nonmoving party; other factual disputes are irrelevant. *Wood*, 121 Nev. at 731, 121 P.3d  
17 at 1031.

#### 18 **2.0 THOMAS LUCAS'S MOTION FOR SUMMARY JUDGMENT MUST BE GRANTED**

##### 19 **A. Neither Opportunity Homes, LLC, Nor Thomas Lucas Claim Any Interest in the** 20 **Subject Property; Therefore, Neither of Them Can Be a Part of a Quiet Title** 21 **Action**

22 An action for quiet title in real property is a statutory cause of action prescribed by NRS  
23 40.010, which states:

24 An action may be brought by any person against another who claims an  
estate or interest in real property, adverse to the person bringing the action, for the  
purpose of determining such adverse claim.

1 Thus, an action pursuant to NRS 40.010 requests a judicial determination of all adverse  
2 claims to disputed property. *Clay v. Scheeline Banking & Trust Co.*, 40 Nev. 9, 159 P. 1081,  
3 1082-83 (1916).

4 From reading the express language of the statute, one of the elements of a quiet title  
5 action is that the defendant may claim “an estate or interest in real property, adverse to the  
6 person bringing the action.” NRS. 40.010.

7 In the present case, neither Opportunity Homes nor Mr. Lucas claims any interest in the  
8 Property. While Opportunity Homes purchased the subject Property at the HOA auction on  
9 August 15, 2014, it also sold its interest in the Property on June 4, 2015, to F. Bondurant, LLC.

10 Tobin’s crossclaim for quiet title against Mr. Lucas<sup>1</sup> was filed on February 1, 2017,  
11 more than two years after Opportunity Homes sold its interest in the Property.

12 Accordingly, because neither Opportunity Homes nor Mr. Lucas claims any interest in  
13 the Property that is adverse to Tobin’s interests, her quiet title claims against Mr. Lucas must be  
14 dismissed.

15 **B. Neither Opportunity Homes, LLC, Nor Mr. Lucas Were Parties to Any**  
16 **Agreements With Tobin That They Could Possibly Breach**

17 Under Nevada law, to prove a claim for breach of contract, the following elements must  
18 be proven: (1) the plaintiff and defendant entered into a valid and existing contract, (2) plaintiff  
19 performed or was excused from performance, (3) defendant failed to perform and was not  
20

21  
22 <sup>1</sup> Mr. Lucas has never claimed any interest in the Property. Instead, it was Mr. Lucas’s company, Opportunity Homes,  
23 LLC, which purchased the Property at the subject foreclosure sale. However, Tobin did not join Opportunity Homes in her  
24 crossclaim, and it appears that she named Mr. Lucas on a theory that Opportunity Homes, LLC, is Mr. Lucas’s alter ego  
“further . . . unfair enterprise and concealing and perpetuating unlawful conveyance of the Subject Property” as alleged in  
Paragraph 82 of the Crossclaim, whether or not Opportunity Homes, LLC, is Mr. Lucas’s alter ego is immaterial to the issues  
raised in this action because neither Opportunity Homes nor Mr. Lucas claim any interest in the subject Property, and neither  
Opportunity Homes nor Mr. Lucas were parties to any agreements with Tobin.

1 excused from performance, and (4) plaintiff sustained damages as a result of the breach.  
2 *Calloway v. City of Reno*, 116 Nev. 250, 993 P.2d 1259 (2000).

3 In her crossclaim, Tobin alleges that she had an Exclusive Right to Sell (ER) listing  
4 agreement with Craig Leidy and Forest Barbee to list and sell the Property. She further alleges  
5 that Mr. Lucas is a real estate agent working under BHHS, and that:  
6 (1) he had actual or constructive knowledge that the beneficiary of the deed of trust refused to  
7 close multiple escrows (Crossclaim, ¶ 59); (2) he knew Nationstar was not the beneficiary of the  
8 deed of trust (*Id.*); (3) he told Leidy that he was the buyer, that he was going to keep the  
9 Property, and that he contacted Leidy before the sale of the property (Crossclaim, ¶ 60).

10 Not only do Tobin's allegations fail to state a claim for a breach of contract against Mr.  
11 Lucas, or even any other claim for relief as she did not allege any facts that would indicate that  
12 Mr. Lucas breached any legal obligations, but the main problem with Tobin's claim is that it  
13 does not allege that Mr. Lucas has entered into any agreement with Tobin that he could possibly  
14 breach. Indeed, Mr. Lucas has never entered into any agreements with Tobin.

15 While it is true that Mr. Lucas is a real estate licensee and an independent agent working  
16 with BHHS, BHHS is a real estate company that employs more than 800 real estate agents in  
17 Las Vegas valley alone, and Mr. Lucas is not bound by the agreements that Tobin could have  
18 signed with other BHHS's agents.

19 Tobin neither alleges any contractual relationship between her and Mr. Lucas, nor has  
20 she produced any evidence of a contractual relationship that could give rise to a breach of  
21 contract claim against him. Accordingly, no issue of material fact exists regarding whether Mr.  
22 Lucas breached any agreement with Tobin, and Tobin's claims must be dismissed.

1           **C. Tobin Failed to Show Any Facts Indicating that Mr. Lucas Committed Civil**  
2           **Conspiracy.**

3           To prevail in a civil conspiracy action in Nevada, plaintiff must prove an agreement  
4 between the tortfeasors; whether explicit or tacit, with an intent to accomplish an unlawful  
5 objective for the purpose of harming plaintiff; and that the plaintiff sustained damage resulting  
6 from defendants' act or acts. *Guilfoyle v. Olde Monmouth Stock Transfer Company, Co., Inc.*,  
7 335 P.3d 190 (Nev. 2014); *Consol. Generator-Nevada, Inc. v. Cummins Engine Co.*, 114 Nev.  
8 1304, 971 P. 2d 1251 (1999); *Dow Chemical Co. v. Mahlum*, 114 Nev. 1468, 970 P.2d 98  
9 (1998).

10           In opposing Thomas Lucas and Opportunity Homes' Motion for Summary Judgment,  
11 Tobin failed to submit any evidence supporting her claim for civil conspiracy. Moreover, Tobin  
12 failed to even allege the existence of Mr. Lucas's agreement with anyone whose objective  
13 would be unlawful. Accordingly, her claim for civil conspiracy must be dismissed.

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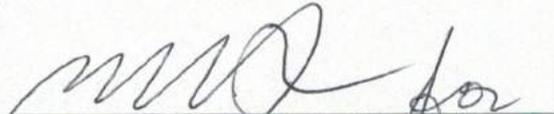
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**ORDER**

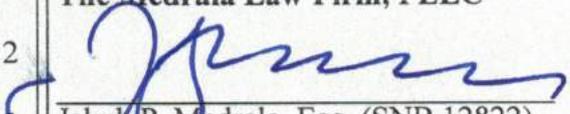
Based on the foregoing Findings of Facts and Conclusions of Law, the Court hereby **ORDERS, ADJUDGES AND DECREES** as follows:

1. Thomas Lucas and Opportunity Homes' Motion for Summary Judgment against Nona Tobin is **GRANTED**.
2. Nona Tobin's Crossclaim Against Thomas Lucas d/b/a Opportunity Homes, LLC is **DISMISSED** in its entirety.

Dated this 21 day of July, 2017.

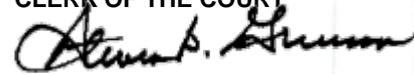
  
 DISTRICT COURT JUDGE Dist 31  
 HK

Respectfully submitted by:  
**The Medrala Law Firm, PLLC**

  
 \_\_\_\_\_  
 Jakub P. Medrala, Esq. (SNB 12822)  
 1091 S. Cimarron Road, Ste. A-1  
 Las Vegas, Nevada 89145  
 Attorney for Thomas Lucas and  
 Opportunity Homes, LLC

Approved as to form and content:

(not signed)  
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7 *Attorney for Nationstar Mortgage LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F. STOKES, as  
trustees of the JIMIACK IRREVOCABLE  
11 TRUST,

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
15 INC.; DOES I through X and ROE BUSINESS  
ENTITIES I through X, inclusive,  
16

17 Defendants.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMIACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
22 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
23 CORPORATIONS XI through XX, inclusive,

24 Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**STIPULATION AND ORDER FOR  
DISMISSAL WITHOUT PREJUDICE AS  
TO CLAIMS AGAINST OPPORTUNITY  
HOMES, LLC AND F. BONDURANT, LLC**

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1 NONA TOBIN, an individual, and Trustee of the  
2 GORDON B. HANSEN TRUST. Dated 8/22/08  
3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES, as  
6 trustees of the JIMIACK IRREVOCABLE  
7 TRUST,

8 Counter-Defendants.

9 NONA TOBIN, an individual, and Trustee of the  
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11 Cross-Claimant,

12 vs.

13 SUN CITY ANTHEM COMMUNITY  
14 ASSOCIATION, INC., DOES 1-10, AND  
15 ROE CORPORATIONS 1-10, inclusive,

16 Counter-Defendants.

17 NONA TOBIN, an individual, and Trustee of the  
18 GORDON B. HANSEN TRUST. Dated 8/22/08  
19 Cross-Claimant,

20 vs.

21 OPPORTUNITY HOMES, LLC, THOMAS  
22 LUCAS, Manager,

23 Counter-Defendant.

24 NONA TOBIN, an individual, and Trustee of the  
25 GORDON B. HANSEN TRUST. Dated 8/22/08  
26 Cross-Claimant,

27 vs.

28 YUEN K. LEE, an Individual, d/b/a Manager,  
F. BONDURANT, LLC,

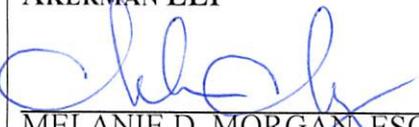
Counter-Defendant.

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1 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**), Counter-  
2 Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F. Bondurant,  
3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's  
4 claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to NRCP 41(a)(1).

5 Each party shall bear their own fees and costs.

<p>6 Dated this <u>6</u> day of February, 2019.</p> <p>7 <b>AKERMAN LLP</b></p> <p>8 </p> <p>9 _____</p> <p>10 MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>11 12 <i>Attorneys for Nationstar Mortgage LLC</i></p>	<p>Dated this ___ day of February, 2019.</p> <p><b>THE MEDRALA LAW FIRM, LLC</b></p> <p>_____</p> <p>JAKUB P. MEDRALA, ESQ. Nevada Bar No. 12822 1091 South Cimarron Road, Suite A-1 Las Vegas, Nevada 89145</p> <p><i>Attorney for Opportunity Homes, LLC</i></p>
<p>14 Dated this ___ day of February, 2019.</p> <p>15 <b>HONG &amp; HONG, APLC</b></p> <p>16 _____</p> <p>17 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 1980 Festival Drive, Suite 650 Las Vegas, Nevada 89135</p> <p>18 19 <i>Attorney for F. Bondurant, LLC</i></p>	

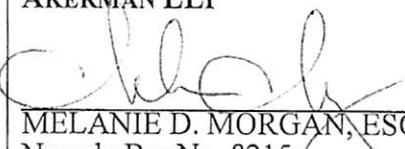
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3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's  
4 claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to NRCP 41(a)(1).

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<p>14 Dated this <u>7</u> day of February, 2019.</p> <p><b>HONG &amp; HONG, APLC</b></p> <p>15 </p> <p>16 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 17 1980 Festival Drive, Suite 650 18 Las Vegas, Nevada 89135</p> <p>19 <i>Attorney for F. Bondurant, LLC</i></p>	

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3 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**),  
4 Counter-Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F.  
5 Bondurant, LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal  
6 of Nationstar's claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to  
7 NRCP 41(a)(1).

8 Each party shall bear their own fees and costs.

9 Dated this \_\_\_ day of February, 2019.

10 **AKERMAN LLP**

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12 MELANIE D. MORGAN, ESQ.  
13 Nevada Bar No. 8215  
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17 Las Vegas, Nevada 89134

18 *Attorneys for Nationstar Mortgage LLC*

9 Dated this 8th day of February, 2019.

10 **THE MEDRALA LAW FIRM, LLC**

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16 *Attorney for Opportunity Homes, LLC*

17 Dated this \_\_\_ day of February, 2019.

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**ORDER**

1  
2 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** all claims asserted by  
3 Nationstar against Opportunity Homes and F. Bondurant are dismissed without prejudice, with each  
4 party to bear their own attorneys' fees and costs.

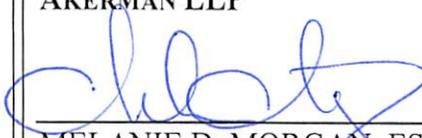
5 DATED: February 14, 2019

6 JOANNA S. KISHNER

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8 \_\_\_\_\_  
9 DISTRICT COURT JUDGE

10 *Respectfully submitted by:*

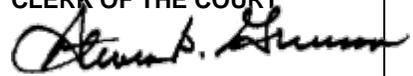
11 **AKERMAN LLP**

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20 *Attorneys for Nationstar Mortgage LLC*

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1 **NTSO**

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7 *Attorney for Nationstar Mortgage LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F. STOKES, as  
11 trustees of the JIMI JACK IRREVOCABLE  
TRUST,

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY  
15 ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I through X and ROE BUSINESS  
16 ENTITIES I through X, inclusive,

17 Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF STIPULATION  
AND ORDER FOR DISMISSAL  
WITHOUT PREJUDICE AS TO CLAIMS  
AGAINST OPPORTUNITY HOMES, LLC  
AND F. BONDURANT, LLC**

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST;  
22 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
23 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX, inclusive,

24 Counter-Defendants.

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1 NONA TOBIN, an individual, and Trustee of the  
2 GORDON B. HANSEN TRUST. Dated 8/22/08  
3 Counter-Claimant,  
4 vs.  
5 JOEL A. STOKES and SANDRA F. STOKES, as  
6 trustees of the JIMIACK IRREVOCABLE  
7 TRUST,  
8 Counter-Defendants.

8 NONA TOBIN, an individual, and Trustee of the  
9 GORDON B. HANSEN TRUST. Dated 8/22/08  
10 Cross-Claimant,  
11 vs.  
12 SUN CITY ANTHEM COMMUNITY  
13 ASSOCIATION, INC., DOES 1-10, AND  
14 ROE CORPORATIONS 1-10, inclusive,  
15 Counter-Defendants.

15 NONA TOBIN, an individual, and Trustee of the  
16 GORDON B. HANSEN TRUST. Dated 8/22/08  
17 Cross-Claimant,  
18 vs.  
19 OPPORTUNITY HOMES, LLC, THOMAS  
20 LUCAS, Manager,  
21 Counter-Defendant.

21 NONA TOBIN, an individual, and Trustee of the  
22 GORDON B. HANSEN TRUST. Dated 8/22/08  
23 Cross-Claimant,  
24 vs.  
25 YUEN K. LEE, an Individual, d/b/a Manager,  
26 F. BONDURANT, LLC,  
27 Counter-Defendant.

**AKERMAN LLP**

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LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that a **STIPULATION AND ORDER FOR DISMISSAL**  
3 **WITHOUT PREJUDICE AS TO CLAIMS AGAINST OPPORTUNITY HOMES, LLC AND**  
4 **F. BONDURANT, LLC** was entered on this 20<sup>th</sup> day of February, 2019 a copy of which is attached  
5 hereto as **Exhibit A.**

6  
7 Dated: February 20, 2019

8  
9 **AKERMAN LLP**

10  
11 */s/ Thera A. Cooper*

12 MELANIE D. MORGAN, ESQ.

13 Nevada Bar No. 8215

14 THERA A. COOPER, ESQ.

15 Nevada Bar No. 13468

16 1635 Village Center Circle, Suite 200

17 Las Vegas, NV 89134

18  
19 *Attorneys for Nationstar Mortgage LLC*

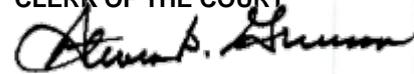
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AKERMAN LLP

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LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 – FAX: (702) 380-8572



**EXHIBIT A**

**EXHIBIT A**



1 MELANIE D. MORGAN, ESQ.  
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2 THERA A. COOPER, ESQ.  
Nevada Bar No. 13468  
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Email: melanie.morgan@akerman.com  
6 Email: thera.cooper@akerman.com

7 *Attorney for Nationstar Mortgage LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F. STOKES, as  
trustees of the JIMIACK IRREVOCABLE  
11 TRUST,

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.; SUN CITY  
15 ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I through X and ROE BUSINESS  
16 ENTITIES I through X, inclusive,

17 Defendants.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**STIPULATION AND ORDER FOR  
DISMISSAL WITHOUT PREJUDICE AS  
TO CLAIMS AGAINST OPPORTUNITY  
HOMES, LLC AND F. BONDURANT, LLC**

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

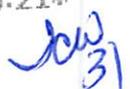
21 JIMIACK IRREVOCABLE TRUST;  
22 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
23 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX, inclusive,

24 Counter-Defendants.

AKERMAN LLP

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1 NONA TOBIN, an individual, and Trustee of the  
2 GORDON B. HANSEN TRUST. Dated 8/22/08  
3 Counter-Claimant,  
4 vs.  
5 JOEL A. STOKES and SANDRA F. STOKES, as  
6 trustees of the JIMIACK IRREVOCABLE  
7 TRUST,  
8 Counter-Defendants.

8 NONA TOBIN, an individual, and Trustee of the  
9 GORDON B. HANSEN TRUST. Dated 8/22/08  
10 Cross-Claimant,  
11 vs.  
12 SUN CITY ANTHEM COMMUNITY  
13 ASSOCIATION, INC., DOES 1-10, AND  
14 ROE CORPORATIONS 1-10, inclusive,  
15 Counter-Defendants.

15 NONA TOBIN, an individual, and Trustee of the  
16 GORDON B. HANSEN TRUST. Dated 8/22/08  
17 Cross-Claimant,  
18 vs.  
19 OPPORTUNITY HOMES, LLC, THOMAS  
20 LUCAS, Manager,  
21 Counter-Defendant.

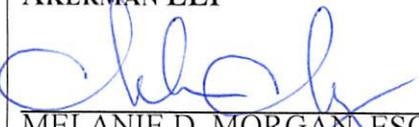
21 NONA TOBIN, an individual, and Trustee of the  
22 GORDON B. HANSEN TRUST. Dated 8/22/08  
23 Cross-Claimant,  
24 vs.  
25 YUEN K. LEE, an Individual, d/b/a Manager,  
26 F. BONDURANT, LLC,  
27 Counter-Defendant.

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TEL.: (702) 634-5000 - FAX: (702) 380-8572

1 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**), Counter-  
2 Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F. Bondurant,  
3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's  
4 claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to NRCP 41(a)(1).

5 Each party shall bear their own fees and costs.

<p>6 Dated this <u>6</u> day of February, 2019.</p> <p>7 <b>AKERMAN LLP</b></p> <p>8 </p> <p>9 _____</p> <p>10 MELANIE D. MORGAN, ESQ. Nevada Bar No. 8215 THERA A. COOPER, ESQ. Nevada Bar No. 13468 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>11 _____</p> <p>12 <i>Attorneys for Nationstar Mortgage LLC</i></p>	<p>Dated this ___ day of February, 2019.</p> <p><b>THE MEDRALA LAW FIRM, LLC</b></p> <p>_____</p> <p>JAKUB P. MEDRALA, ESQ. Nevada Bar No. 12822 1091 South Cimarron Road, Suite A-1 Las Vegas, Nevada 89145</p> <p><i>Attorney for Opportunity Homes, LLC</i></p>
<p>14 Dated this ___ day of February, 2019.</p> <p><b>HONG &amp; HONG, APLC</b></p> <p>_____</p> <p>17 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 1980 Festival Drive, Suite 650 Las Vegas, Nevada 89135</p> <p>18 _____</p> <p><i>Attorney for F. Bondurant, LLC</i></p>	

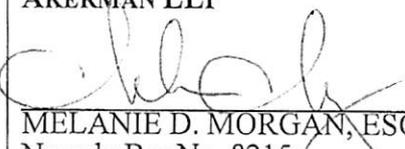
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1 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**), Counter-  
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3 LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal of Nationstar's  
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<p>14 Dated this <u>7</u> day of February, 2019.</p> <p><b>HONG &amp; HONG, APLC</b></p> <p>15 </p> <p>16 JOSEPH Y. HONG, ESQ. Nevada Bar No. 5995 17 1980 Festival Drive, Suite 650 18 Las Vegas, Nevada 89135</p> <p>19 <i>Attorney for F. Bondurant, LLC</i></p>	

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2  
3 Defendant In Intervention/Counterclaimant, Nationstar Mortgage LLC (**Nationstar**),  
4 Counter-Defendant Opportunity Homes, LLC (**Opportunity Homes**) and Counter-Defendant F.  
5 Bondurant, LLC (**F. Bondurant**), by and through their counsel of record, stipulate to the dismissal  
6 of Nationstar's claims against Opportunity Homes and F. Bondurant without prejudice, pursuant to  
7 NRCP 41(a)(1).

8 Each party shall bear their own fees and costs.

9 Dated this \_\_\_ day of February, 2019.

10 **AKERMAN LLP**

11  
12 MELANIE D. MORGAN, ESQ.  
13 Nevada Bar No. 8215  
14 THERA A. COOPER, ESQ.  
15 Nevada Bar No. 13468  
16 1635 Village Center Circle, Suite 200  
17 Las Vegas, Nevada 89134

18 *Attorneys for Nationstar Mortgage LLC*

9 Dated this 8th day of February, 2019.

10 **THE MEDRALA LAW FIRM, LLC**

11  
12 JAKUB P. MEDRALA, ESQ.  
13 Nevada Bar No. 12822  
14 1091 South Cimarron Road, Suite A-1  
15 Las Vegas, Nevada 89145

16 *Attorney for Opportunity Homes, LLC*

17 Dated this \_\_\_ day of February, 2019.

18 **HONG & HONG, APLC**

19  
20 JOSEPH Y. HONG, ESQ.  
21 Nevada Bar No. 5995  
22 1980 Festival Drive, Suite 650  
23 Las Vegas, Nevada 89135

24 *Attorney for F. Bondurant, LLC*

AKERMAN LLP

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LAS VEGAS, NEVADA 89134  
TEL.: (702) 634-5000 - FAX: (702) 380-8572

**ORDER**

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** all claims asserted by Nationstar against Opportunity Homes and F. Bondurant are dismissed without prejudice, with each party to bear their own attorneys' fees and costs.

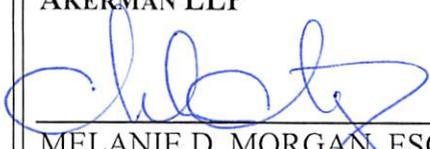
DATED: February 14, 2019

JOANNA S. KISHNER

  
DISTRICT COURT JUDGE

*Respectfully submitted by:*

**AKERMAN LLP**

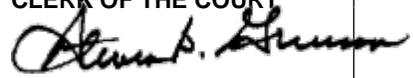
  
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1 LIPSON NEILSON, P.C.  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 DAVID T. OCHOA, ESQ.  
5 Nevada Bar No. 10414  
6 9900 Covington Cross Drive, Suite 120  
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8 (702) 382-1500 - Telephone  
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10 kanderson@lipsonneilson.com  
11 dochoa@lipsonneilson.com  
12 Attorneys for Cross-Defendant  
13 Sun City Anthem Community Association

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

23 NONA TOBIN, an individual, and Trustee  
24 of the GORDON B. HANSEN TRUST.  
25 Dated 8/22/08

26 Counter-Claimant,

27 vs.

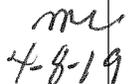
28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER ON CROSS-  
DEFENDANT SUN CITY ANTHEM  
COMMUNITY ASSOCIATION'S MOTION  
FOR SUMMARY JUDGMENT**

Lipson, Neilson P.C.  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144



1 ANTHEM COMMUNITY ASSOCIATION,  
2 INC., YUEN K. LEE, an Individual, d/b/a/  
3 Manager, F. BONDURANT, LLC, and  
DOES 1-10, and ROE CORPORATIONS  
1-10, inclusive,

4 Counter-Defendants,

5  
6 On February 5, 2019, Cross-Defendant Sun City Anthem Community Association  
7 filed its Motion for Summary Judgment ("Motion"). On February 12, 2019 Nationstar  
8 Mortgage, LLC filed its Joinder thereto. On March 5, 2019, Nona Tobin, individually and  
9 as Trustee of the Gordon B. Hansen Trust filed her Opposition to the Motion. On March  
10 6, 2019, Cross-Defendant Sun City Anthem Community Association filed its Reply in  
11 Support of the Motion for Summary Judgment. On March 5, 2019, the Court issued its  
12 Minute Order granting the Motion, having not received any opposition to the Motion.

13 The Motion was heard on March 26, 2019 at 9:30 a.m. in the above captioned  
14 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community  
15 Association ("HOA" or "Sun City Anthem"), Joe Coppedge on behalf of Nona Tobin,  
16 individually and as Trustee of the Gordon B. Hansen Trust ("Tobin"), Joseph Hong on  
17 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
18 ("Purchaser"), and also on behalf of F. Bondurant, LLC, and Melanie Morgan on behalf of  
19 Nationstar Mortgage, LLC ("Nationstar"). At the hearing, the parties stipulated to  
20 vacating the March 5, 2019 Minute Order and to hear the Motion on its merits.  
21 Additionally, Purchaser and F. Bondurant, LLC, made an Oral request to Join the Motion,  
22 to which Tobin objected.

23 The Court having reviewed the papers and pleadings, and having heard oral  
24 argument, issues the following findings of fact, conclusions of law and order:

25 **FINDINGS OF FACT**

26 1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property  
27 located at 2763 White Sage Drive, Henderson, NV 89052 (the "Property").  
28

1           2.       The Property was subject to the HOA's Covenants, Conditions and  
2 Restrictions "CC&Rs".

3           3.       In 2008, title to Property was transferred to the Gordon B. Hansen Trust  
4 (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when  
5 Gordon Hansen passed away.

6           4.       In 2012, the Trust defaulted on the homeowners' assessments.

7           5.       On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's  
8 collection company, sent Gordon Hansen letters indicating that his account was in  
9 collections with them.

10          6.       On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice  
11 of Hearing that his account was delinquent and they were considering suspending  
12 membership privileges.

13          7.       On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun  
14 City Anthem that Gordon Hansen passed away ("Tobin Letter").

15          8.       The Tobin Letter included a copy of the Notice of Hearing sent by Sun City  
16 Anthem as it was stamped by Red Rock as received on October 8, 2012 with other  
17 parts of the letter.

18          9.       The Tobin Letter also stated she was late and delinquent on assessments,  
19 that she was attempting to short sale the Property, and she did not intend to pay any  
20 additional assessments after the enclosed check.

21          10.       Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22          11.       Tobin was handling affairs for The Estate of Gordon N. Hansen and  
23 owned her own property in Sun City Anthem at an Olivia Heights address.

24          12.       On November 5, 2012, Red Rock sent letters to both addresses (Olivia  
25 Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that  
26 they received the notification that Gordon Hansen had passed, and requesting the  
27 Estate contact the office within thirty days of the letter.

28

1           13.    The Ledger and Payment Allocation indicate that payment was applied to  
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3           14.    On December 14, 2012, the HOA, through Red Rock recorded a notice of  
4 delinquent assessment lien.

5           15.    On March 12, 2013, the HOA, through Red Rock, recorded a notice of  
6 default and election to sell. The first notice of default was rescinded on or about April 3,  
7 2013.

8           16.    On April 8, 2013, a second notice of default and election to sell was  
9 recorded by the HOA through Red Rock.

10          17.    The second notice of default and election to sell correctly notes the start of  
11 the delinquency since July 1, 2012.

12          18.    The Red Rock Ledger indicates the July 1, 2012 assessment payment  
13 was late, this was put in the second notice of default and election to sell, and is  
14 confirmed by the Tobin Letter.

15          19.    On February 12, 2014, the HOA, through Red Rock, recorded a notice of  
16 foreclosure sale.

17          20.    The Notice of Sale correctly referenced the second notice of default and  
18 election to sell that was recorded on April 8, 2013.

19          21.    Red Rock complied with all mailing requirements. Mailings went to both  
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin  
21 signed for some of the mailings herself.

22          22.    The sale was scheduled for March 7, 2014, in the Notice of Sale. The  
23 sale was posted and published.

24          23.    The sale was postponed three times.

25          24.    The postponements were made in part to help Tobin attempt to short sale  
26 the Property.

27          25.    Tobin contracted with Craig Leidy to help her short sale the Property.  
28

1           26.     Craig Leidy requested the HOA waive thousands of dollars off the debt.

2           27.     The HOA communicated that it would waive some amounts but could not  
3 grant the waiver to the extent requested.

4           28.     Communication between Nationstar and Craig Leidy appears to indicate  
5 the balance was too high for Nationstar to allow the short sale.

6           29.     Sometime in May 2014, The Estate of Gordon Hansen entered into a  
7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.  
8 Tobin initialed every page of the agreement.

9           30.     The HOA foreclosure took place on August 15, 2014, whereby the HOA,  
10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes  
11 LLC for \$63,100.00.

12          31.     A foreclosure deed in favor of Opportunity Homes LLC was recorded on  
13 August 22, 2014.

14          32.     On October 13, 2014, Tobin sent an email to Craig Leidy, where she  
15 indicated her belief that he failed to protect the Trust's interest, that she believed he was  
16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock  
17 interplead the excess proceeds.

18          33.     On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and  
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The  
20 Order states:

21                   While it is true that Mr. Lucas is a real estate licensee and an  
22 independent agent working with BHHS, BHHS is a real estate  
23 company that employs more than 800 real estate agents in Las  
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements  
25 that Tobin could have signed with other BHHS agents.

26          34.     Tobin has filed one cause of action for Quiet Title/Declaratory Relief  
27 against the HOA.

28          35.     On January 10, 2019, the Court issued a Minute Order on Tobin's Motion  
to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended  
3 Answer, Counterclaim, and Crossclaims.

4  
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately  
6 filed.

7 **CONCLUSIONS OF LAW**

8 1. Summary Judgment is appropriate “when the pleadings and other  
9 evidence on file demonstrate that no ‘genuine issue to any material fact [remains] and  
10 that the moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway,*  
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of  
12 summary judgment ‘is to avoid a needless trial when an appropriate showing is made in  
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to  
14 judgment as a matter of law.’” *McDonald v. D.P. Alexander & Las Vegas Boulevard,*  
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,  
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or  
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial  
18 or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at  
19 1031. Though inferences are to be drawn in favor of the non-moving party, an  
20 opponent to summary judgment, must show that it can produce evidence at trial to  
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633  
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See  
24 *Aldabe v. Adams*, 81 Nev. 280, 284–85, 402 P.2d 34, 36–37 (1965) (refusing to credit  
25 sworn statement made in opposition to summary judgment that was in direct conflict  
26 with an earlier statement of the same party).

27 3. “When sitting in equity, [], courts must consider the entirety of the  
28 circumstances that bear upon the equities.” *Shadow Wood HOA v. N.Y. Cmty.*

1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*  
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3  
4 4. “[I]t is well established that due process is not offended by requiring a person  
5 with actual, timely knowledge of an event ... to exercise due diligence and take  
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*  
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in  
9 equity and good conscience should not be available due to a party's conduct.” *In re*  
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11  
12 This court has previously established the four elements of equitable  
13 estoppel: (1) the party to be estopped must be apprised of the true facts;  
14 (2) he must intend that his conduct shall be acted upon, or must so act  
15 that the party asserting estoppel has the right to believe it was so  
16 intended; (3) the party asserting the estoppel must be ignorant of the true  
17 state of facts; (4) he must have relied to his detriment on the conduct of  
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court  
21 must come with clean hands.” *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d  
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper  
23 conduct in the matter in which that party is seeking relief. As such, the alleged  
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”  
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662  
26 (2008).

27 7. In determining whether a party's connection with an action is sufficiently offensive  
28 to bar equitable relief, two factors must be considered: (1) the egregiousness of the  
misconduct at issue, and (2) the seriousness of the harm caused by the misconduct.

1 Only when these factors weigh against granting the requested equitable relief will the  
2 unclean hands doctrine bar that remedy. The district court has broad discretion in  
3 applying these factors, and we will not overturn the district court's determination unless  
4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*  
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).  
6

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*  
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,  
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean  
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection  
12 with the subject-matter or transaction in litigation has been  
13 unconscientious, unjust, or marked by the want of good faith, and will not  
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §  
15 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil &  
16 Gas Co., 64 Okl. 147, 166 P. 199; Dewese v. Reinhard, 165 U.S. 386, 17  
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule  
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they  
20 were, the appellant comes squarely within the rule that equity will deny it  
21 relief, because coming into a court of equity and asking relief after wilfully  
22 concealing, withholding, and falsifying books and records, is certainly not  
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must  
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*  
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).  
28

10. In opposition to the Motion, Tobin has offered what she has represented to  
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of  
material fact and that it is entitled to summary judgment. Tobin has failed to meet her  
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot  
2 does not create a genuine issue of material fact because it does not establish that the  
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,  
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.  
5 The totality of the facts evidence that the HOA properly followed the processes and  
6 procedures in foreclosing upon the Property.

7  
8 **ORDER**

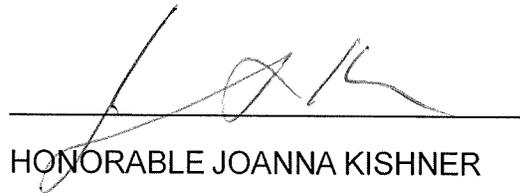
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun  
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its  
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's  
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's  
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a  
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's  
17 Motion for Summary Judgment.

18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community  
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21  
22 *me*   
23 HONORABLE JOANNA KISHNER

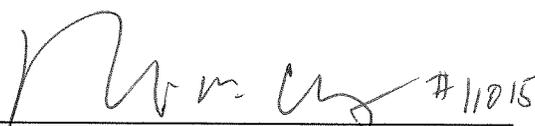
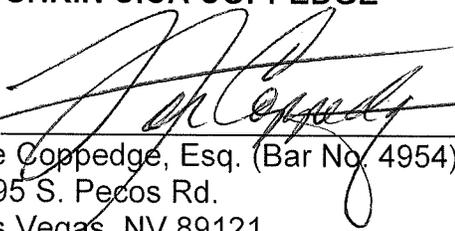
24 Submitted by:

25 **LIPSON NEILSON P.C.**

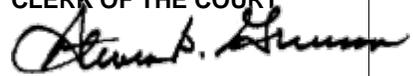
26   
27 \_\_\_\_\_  
28 Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)

1 9900 Covington Cross Drive, Suite 120  
2 Las Vegas, Nevada 89144  
3 *Attorneys for Cross-Defendant*  
4 *Sun City Anthem Community Association*

5 Approved as to form and content:

<p>7 Dated this <u>4<sup>th</sup></u> day of April, 2019</p> <p>8 <b>AKERMAN, LLP</b></p> <p>9</p> <p>10 By:  #11015</p> <p>11 Melanie D. Morgan, Esq. (Bar No. 8215) 12 1635 Village Center Circle Ste. 200 13 Las Vegas, NV 89134</p> <p>14 <i>Attorney for /Counterclaimant Nationstar</i></p>	<p>7 Dated this <u>4</u> day of April, 2019</p> <p>8 <b>HONG &amp; HONG</b></p> <p>9</p> <p>10 By: </p> <p>11 Joseph Y. Hong, Esq. (Bar No: 5995) 12 1980 Festival Plaza Dr., Suite 650 13 Las Vegas, NV 89135</p> <p>14 <i>Attorney for Plaintiff/Counterdefendant</i> <i>Jimijack Irrevocable Trust and</i> <i>F Bondurant, LLC</i></p>
<p>16 Dated this <u>4</u> day of April, 2019</p> <p>17 <b>MUSHKIN CICA COPPEDGE</b></p> <p>18</p> <p>19 By: </p> <p>20 Joe Coppedge, Esq. (Bar No. 4954) 21 4495 S. Pecos Rd. 22 Las Vegas, NV 89121</p> <p>23 <i>Attorney for Nona Tobin</i></p>	

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25  
26  
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28



1 LIPSON NEILSON, P.C.  
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11 [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
12 *Attorneys for Cross-Defendant*  
13 *Sun City Anthem Community Association*

8 **DISTRICT COURT**  
9  
10 **CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY ASSOCIATION,  
18 INC.; DOES I through X and ROE  
19 BUSINESSENTITIES I through X,  
20 inclusive,

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

25 JIMI JACK IRREVOCABLE TRUST;  
26 OPPORTUNITY HOMES, LLC, a Nevada  
27 limited liability company; F. BONDURANT,  
28 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX,  
inclusive,

Counter-Defendants.

NONA TOBIN, an individual, and Trustee  
of the GORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW AND  
ORDER ON CROSS-DEFENDANT SUN  
CITY ANTHEM COMMUNITY  
ASSOCIATION'S MOTION FOR  
SUMMARY JUDGMENT**

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

1 Dated 8/22/08  
2 Counter-Claimant,  
3 vs.  
4 JOEL A. STOKES and SANDRA F.  
5 STOKES, as trustees of the JIMI JACK  
6 IRREVOCABLE TRUST,  
7 Counter-Defendants.  
8  
9 NONA TOBIN, an individual, and Trustee  
10 of the GORDON B. HANSEN TRUST.  
11 Dated 8/22/08  
12 Cross-Claimant,  
13 vs.  
14 SUN CITY ANTHEM COMMUNITY  
15 ASSOCIATION, INC., DOES 1-10, AND  
16 ROE CORPORATIONS 1-10, inclusive,  
17 Counter-Defendants.  
18  
19 NONA TOBIN, an individual, and Trustee  
20 of the GORDON B. HANSEN TRUST.  
21 Dated 8/22/08  
22 Cross-Claimant,  
23 vs.  
24 OPPORTUNITY HOMES, LLC, THOMAS  
25 LUCAS, Manager,  
26 Counter-Defendant.  
27  
28 NONA TOBIN, an individual, and Trustee  
of the GORDON B. HANSEN TRUST.  
Dated 8/22/08  
Cross-Claimant,  
vs.  
YUEN K. LEE, an Individual, d/b/a  
Manager, F. BONDURANT, LLC,  
Counter-Defendant.

1 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**  
2 **ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S**  
3 **MOTION FOR SUMMARY JUDGMENT**

4 Please take notice that the Findings of Fact, Conclusions of Law and Order on  
5 Cross-Defendant Sun City Anthem Community Association's Motion for Summary  
6 Judgment, was filed with this court on the 17<sup>th</sup> day of April, 2019, a copy of which is  
7 attached.

8 Dated this 18<sup>th</sup> day of April, 2019.

9 LIPSON NEILSON P.C.

10 */s/ DAVID T. OCHOA*

11 BY: \_\_\_\_\_  
12 KALEB ANDERSON, ESQ. (NV Bar No. 7582)  
13 DAVID T. OCHOA, ESQ. (NV Bar No. 10414)  
14 9900 Covington Cross Drive, Suite 120  
15 Las Vegas, Nevada 89144  
16 *Attorneys for Defendant SUN CITY ANTHEM*  
17 *COMMUNITY ASSOCIATION*

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of April, 2019, service of the foregoing  
**NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER  
ON CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S  
MOTION FOR SUMMARY JUDGMENT** to the Clerk's Office using the Odyssey E-File  
& Serve System for filing and transmittal to the following Odyssey E-File & Serve  
registrants:

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Donna Wittig, Esq.  
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Financial Services, LLC*

Joseph Y. Hong, Esq.  
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1980 Festival Plaza Dr., Suite 650  
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*Attorneys for Plaintiff*

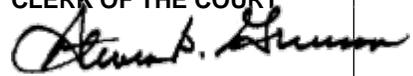
Joe Coppedge, Esq.  
Michael R. Mushkin & Associates, P.C.  
4475 S. Pecos Road  
Las Vegas, NV 89121

*Attorney for Nona Tobin an individual and  
Trustee of the Gordon B. Hansen Trust,  
dated 8/22/25*

*/s/ Sydney Ochoa*

---

An Employee of LIPSON NEILSON, P.C.



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2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 DAVID T. OCHOA, ESQ.  
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12 Attorneys for Cross-Defendant  
13 Sun City Anthem Community Association

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.,

17 Defendant.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

23 NONA TOBIN, an individual, and Trustee  
24 of the GORDON B. HANSEN TRUST.  
25 Dated 8/22/08

26 Counter-Claimant,

27 vs.

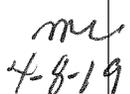
28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY

CASE NO.: A-15-720032-C

Dept. XXXI

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER ON CROSS-  
DEFENDANT SUN CITY ANTHEM  
COMMUNITY ASSOCIATION'S MOTION  
FOR SUMMARY JUDGMENT**

Lipson, Neilson P.C.  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144



1 ANTHEM COMMUNITY ASSOCIATION,  
2 INC., YUEN K. LEE, an Individual, d/b/a/  
3 Manager, F. BONDURANT, LLC, and  
DOES 1-10, and ROE CORPORATIONS  
1-10, inclusive,

4 Counter-Defendants,

5  
6 On February 5, 2019, Cross-Defendant Sun City Anthem Community Association  
7 filed its Motion for Summary Judgment (“Motion”). On February 12, 2019 Nationstar  
8 Mortgage, LLC filed its Joinder thereto. On March 5, 2019, Nona Tobin, individually and  
9 as Trustee of the Gordon B. Hansen Trust filed her Opposition to the Motion. On March  
10 6, 2019, Cross-Defendant Sun City Anthem Community Association filed its Reply in  
11 Support of the Motion for Summary Judgment. On March 5, 2019, the Court issued its  
12 Minute Order granting the Motion, having not received any opposition to the Motion.

13 The Motion was heard on March 26, 2019 at 9:30 a.m. in the above captioned  
14 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community  
15 Association (“HOA” or “Sun City Anthem”), Joe Coppedge on behalf of Nona Tobin,  
16 individually and as Trustee of the Gordon B. Hansen Trust (“Tobin”), Joseph Hong on  
17 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
18 (“Purchaser”), and also on behalf of F. Bondurant, LLC, and Melanie Morgan on behalf of  
19 Nationstar Mortgage, LLC (“Nationstar”). At the hearing, the parties stipulated to  
20 vacating the March 5, 2019 Minute Order and to hear the Motion on its merits.  
21 Additionally, Purchaser and F. Bondurant, LLC, made an Oral request to Join the Motion,  
22 to which Tobin objected.

23 The Court having reviewed the papers and pleadings, and having heard oral  
24 argument, issues the following findings of fact, conclusions of law and order:

25 **FINDINGS OF FACT**

26 1. In 2003, Gordon B. Hansen obtained a loan to purchase the real property  
27 located at 2763 White Sage Drive, Henderson, NV 89052 (the “Property”).  
28

1           2.       The Property was subject to the HOA's Covenants, Conditions and  
2       Restrictions "CC&Rs".

3           3.       In 2008, title to Property was transferred to the Gordon B. Hansen Trust  
4       (the "Trust"). Nona Tobin became the sole trustee of the Trust in January 2012 when  
5       Gordon Hansen passed away.

6           4.       In 2012, the Trust defaulted on the homeowners' assessments.

7           5.       On September 17, 2012, Red Rock Financial ("Red Rock"), the HOA's  
8       collection company, sent Gordon Hansen letters indicating that his account was in  
9       collections with them.

10          6.       On September 20, 2012, Sun City Anthem sent Gordon Hansen a Notice  
11       of Hearing that his account was delinquent and they were considering suspending  
12       membership privileges.

13          7.       On October 3, 2012, Tobin sent a letter to Sun City Anthem informing Sun  
14       City Anthem that Gordon Hansen passed away ("Tobin Letter").

15          8.       The Tobin Letter included a copy of the Notice of Hearing sent by Sun City  
16       Anthem as it was stamped by Red Rock as received on October 8, 2012 with other  
17       parts of the letter.

18          9.       The Tobin Letter also stated she was late and delinquent on assessments,  
19       that she was attempting to short sale the Property, and she did not intend to pay any  
20       additional assessments after the enclosed check.

21          10.       Tobin in fact never paid assessments after the October 2012 Tobin Letter.

22          11.       Tobin was handling affairs for The Estate of Gordon N. Hansen and  
23       owned her own property in Sun City Anthem at an Olivia Heights address.

24          12.       On November 5, 2012, Red Rock sent letters to both addresses (Olivia  
25       Heights and White Sage) addressed to The Estate of Gordon N. Hansen, informing that  
26       they received the notification that Gordon Hansen had passed, and requesting the  
27       Estate contact the office within thirty days of the letter.

28

1           13.    The Ledger and Payment Allocation indicate that payment was applied to  
2 the July 1, 2012 Quarter Assessment and the July 31, 2012 Late Fee.

3           14.    On December 14, 2012, the HOA, through Red Rock recorded a notice of  
4 delinquent assessment lien.

5           15.    On March 12, 2013, the HOA, through Red Rock, recorded a notice of  
6 default and election to sell. The first notice of default was rescinded on or about April 3,  
7 2013.

8           16.    On April 8, 2013, a second notice of default and election to sell was  
9 recorded by the HOA through Red Rock.

10          17.    The second notice of default and election to sell correctly notes the start of  
11 the delinquency since July 1, 2012.

12          18.    The Red Rock Ledger indicates the July 1, 2012 assessment payment  
13 was late, this was put in the second notice of default and election to sell, and is  
14 confirmed by the Tobin Letter.

15          19.    On February 12, 2014, the HOA, through Red Rock, recorded a notice of  
16 foreclosure sale.

17          20.    The Notice of Sale correctly referenced the second notice of default and  
18 election to sell that was recorded on April 8, 2013.

19          21.    Red Rock complied with all mailing requirements. Mailings went to both  
20 the Property address (White Sage) and Tobin's home address (Olivia Heights). Tobin  
21 signed for some of the mailings herself.

22          22.    The sale was scheduled for March 7, 2014, in the Notice of Sale. The  
23 sale was posted and published.

24          23.    The sale was postponed three times.

25          24.    The postponements were made in part to help Tobin attempt to short sale  
26 the Property.

27          25.    Tobin contracted with Craig Leidy to help her short sale the Property.  
28

1           26.     Craig Leidy requested the HOA waive thousands of dollars off the debt.

2           27.     The HOA communicated that it would waive some amounts but could not  
3 grant the waiver to the extent requested.

4           28.     Communication between Nationstar and Craig Leidy appears to indicate  
5 the balance was too high for Nationstar to allow the short sale.

6           29.     Sometime in May 2014, The Estate of Gordon Hansen entered into a  
7 Purchase Agreement with MZK Residential LLC, contingent on short sale approval.  
8 Tobin initialed every page of the agreement.

9           30.     The HOA foreclosure took place on August 15, 2014, whereby the HOA,  
10 through Red Rock, sold the Property to Thomas Lucas representing Opportunity Homes  
11 LLC for \$63,100.00.

12          31.     A foreclosure deed in favor of Opportunity Homes LLC was recorded on  
13 August 22, 2014.

14          32.     On October 13, 2014, Tobin sent an email to Craig Leidy, where she  
15 indicated her belief that he failed to protect the Trust's interest, that she believed he was  
16 working with the Purchaser Thomas Lucas, and also that she was aware that Red Rock  
17 interplead the excess proceeds.

18          33.     On August 11, 2017, A Notice of Entry Order Granting Thomas Lucas and  
19 Opportunity Homes, LLC's Motion for Summary Judgment was filed in this case. The  
20 Order states:

21                   While it is true that Mr. Lucas is a real estate licensee and an  
22 independent agent working with BHHS, BHHS is a real estate  
23 company that employs more than 800 real estate agents in Las  
24 Vegas valley alone, and Mr. Lucas is not bound by the agreements  
25 that Tobin could have signed with other BHHS agents.

26          34.     Tobin has filed one cause of action for Quiet Title/Declaratory Relief  
27 against the HOA.

28          35.     On January 10, 2019, the Court issued a Minute Order on Tobin's Motion  
to Amend Answer, Counterclaim, and Crossclaims that was filed on November 30,

1 2018.

2 36. No separate order or entry of order was filed regarding the Amended  
3 Answer, Counterclaim, and Crossclaims.

4  
5 37. The Amended Answer, Counterclaim, and Crossclaims was not separately  
6 filed.

7 **CONCLUSIONS OF LAW**

8 1. Summary Judgment is appropriate “when the pleadings and other  
9 evidence on file demonstrate that no ‘genuine issue to any material fact [remains] and  
10 that the moving party is entitled to a judgment as a matter of law.” *Wood v. Safeway,*  
11 *Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Additionally, “[t]he purpose of  
12 summary judgment ‘is to avoid a needless trial when an appropriate showing is made in  
13 advance that there is no genuine issue of fact to be tried, and the movant is entitled to  
14 judgment as a matter of law.” *McDonald v. D.P. Alexander & Las Vegas Boulevard,*  
15 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting *Coray v. Home*, 80 Nev. 39,  
16 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or  
17 otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial  
18 or have summary judgment entered against [it].” *Wood*, 121 Nev. at 32, 121 P.3d at  
19 1031. Though inferences are to be drawn in favor of the non-moving party, an  
20 opponent to summary judgment, must show that it can produce evidence at trial to  
21 support its claim or defense. *Van Cleave v. Kietz-Mill Minit Mart*, 97 Nev. 414, 417, 633  
22 P.2d 1220, 222 (1981).

23 2. A party cannot defeat summary judgment by contradicting itself. See  
24 *Aldabe v. Adams*, 81 Nev. 280, 284–85, 402 P.2d 34, 36–37 (1965) (refusing to credit  
25 sworn statement made in opposition to summary judgment that was in direct conflict  
26 with an earlier statement of the same party).

27 3. “When sitting in equity, [], courts must consider the entirety of the  
28 circumstances that bear upon the equities.” *Shadow Wood HOA v. N.Y. Cmty.*

1 *Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1114 (2016), referencing: see e.g., *In*  
2 *re Petition of Nelson*, 495 N.W.2d 200, 203 (Minn.1993).

3  
4 4. “[I]t is well established that due process is not offended by requiring a person  
5 with actual, timely knowledge of an event ... to exercise due diligence and take  
6 necessary steps to preserve [his] rights.” *In re Medaglia*, 52 F.3d at 455; see also *SFR*  
7 *Investments Pool 1 v. U.S. Bank*, 130 Nev. Adv. Op. 75, 334 P.3d 408, 418 (2014).

8 5. “Equitable estoppel functions to prevent the assertion of legal rights that in  
9 equity and good conscience should not be available due to a party's conduct.” *In re*  
10 *Harrison Living Tr.*, 121 Nev. 217, 223, 112 P.3d 1058, 1061–62 (2005).

11  
12 This court has previously established the four elements of equitable  
13 estoppel: (1) the party to be estopped must be apprised of the true facts;  
14 (2) he must intend that his conduct shall be acted upon, or must so act  
15 that the party asserting estoppel has the right to believe it was so  
16 intended; (3) the party asserting the estoppel must be ignorant of the true  
17 state of facts; (4) he must have relied to his detriment on the conduct of  
18 the party to be estopped.

19 *Id.*

20 6. “It is a well-known maxim that a person who comes into an equity court  
21 must come with clean hands.” *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602, 101 P.2d  
22 973, 974 (1940). “The doctrine bars relief to a party who has engaged in improper  
23 conduct in the matter in which that party is seeking relief. As such, the alleged  
24 inequitable conduct relied upon must be connected with the matter in litigation . . .”  
25 *Truck Ins. Exch. v. Palmer J. Swanson, Inc.*, 124 Nev. 629, 637–38, 189 P.3d 656, 662  
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27 7. In determining whether a party's connection with an action is sufficiently offensive  
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1 Only when these factors weigh against granting the requested equitable relief will the  
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4 it is unsupported by substantial evidence. *Las Vegas Fetish & Fantasy Halloween Ball,*  
5 *Inc. v. Ahern Rentals, Inc.*, 124 Nev. 272, 276, 182 P.3d 764, 767 (2008).  
6

7 8. The Nevada Supreme Court in *Las Vegas Fetish & Fantasy Halloween*  
8 *Ball, Inc. v. Ahern Rentals, Inc.* cited to *Income Inv'rs v. Shelton*, 3 Wash. 2d 599, 602,  
9 101 P.2d 973, 974–75 (1940), for its position on denying equity to a party with unclean  
10 hands. The Income Inv'rs Court stated:

11 Equity will not interfere on behalf of a party whose conduct in connection  
12 with the subject-matter or transaction in litigation has been  
13 unconscientious, unjust, or marked by the want of good faith, and will not  
14 afford him any remedy. 1 Pomeroy's Equity Jurisprudence (4th ed.) 739, §  
15 398; Dale v. Jennings, 90 Fla. 234, 107 So. 175; Bearman v. Dux Oil &  
16 Gas Co., 64 Okl. 147, 166 P. 199; Dewese v. Reinhard, 165 U.S. 386, 17  
17 S.Ct. 340, 41 L.Ed. 757. Other authorities might be cited, but the rule  
18 appears to be universal.

19 If the parties were guilty of the conduct which the trial court found that they  
20 were, the appellant comes squarely within the rule that equity will deny it  
21 relief, because coming into a court of equity and asking relief after wilfully  
22 concealing, withholding, and falsifying books and records, is certainly not  
23 coming in with clean hands.

24 *Income Inv'rs v. Shelton*, at 974–75.

25 9. In order to set aside a homeowner's association foreclosure sale, there must  
26 be a showing of fraud, unfairness or oppression. *Nationstar Mortg. LLC v. Saticoy Baly*  
27 *LLC Series 2227 Shadow Canyon*, 133 Nev. Adv. Rep. 91 (2017).  
28

10. In opposition to the Motion, Tobin has offered what she has represented to  
be a screenshot from the Ombudsman's office as a result of a public records request.

11. HOA has met its burden in establishing that there is no genuine issue of  
material fact and that it is entitled to summary judgment. Tobin has failed to meet her  
burden in opposing the Motion because the screenshot was not authenticated as

1 necessary pursuant to NRCP 56. Additionally, even if authenticated, the screenshot  
2 does not create a genuine issue of material fact because it does not establish that the  
3 sale was cancelled prior to the time of the foreclosure sale, the basis for the remarks,  
4 and whether the statements as indicated are the Ombudsman's opinions or the truth.  
5 The totality of the facts evidence that the HOA properly followed the processes and  
6 procedures in foreclosing upon the Property.

7  
8 **ORDER**

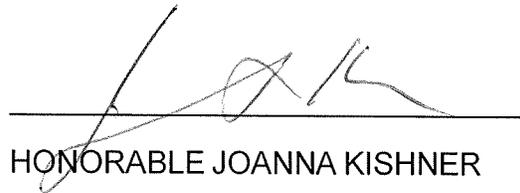
9 The court GRANTS the stipulation of all parties to allow for Cross-Defendant Sun  
10 City Anthem Community Association's Motion for Summary Judgment to be heard on its  
11 merits, therefore, the Court's Minute Order of March 5, 2019 shall be vacated.

12 Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust's  
13 Oral Request to Join Cross-Defendant Sun City Anthem Community Association's  
14 Motion for Summary Judgment is DENIED because it was requested in the midst of a  
15 motion that was completely briefed.

16 The Court GRANTS Cross-Defendant Sun City Anthem Community Association's  
17 Motion for Summary Judgment.

18 The Court GRANTS Nationstar's Limited Joinder to Sun City Anthem Community  
19 Association's Motion for Summary Judgment.

20 Dated this 15 day of April, 2019.

21  
22 *me*   
23 HONORABLE JOANNA KISHNER

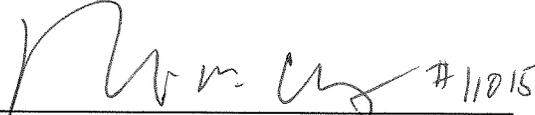
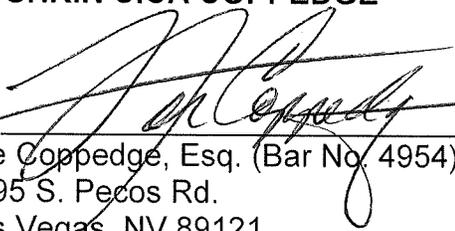
24 Submitted by:

25 **LIPSON NEILSON P.C.**

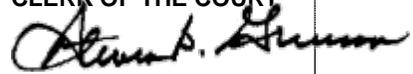
26   
27 \_\_\_\_\_  
28 Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)

1 9900 Covington Cross Drive, Suite 120  
2 Las Vegas, Nevada 89144  
3 *Attorneys for Cross-Defendant*  
4 *Sun City Anthem Community Association*

5 Approved as to form and content:

<p>7 Dated this <u>4<sup>th</sup></u> day of April, 2019</p> <p>8 <b>AKERMAN, LLP</b></p> <p>9</p> <p>10 By:  #11015</p> <p>11 Melanie D. Morgan, Esq. (Bar No. 8215) 12 1635 Village Center Circle Ste. 200 13 Las Vegas, NV 89134</p> <p>14 <i>Attorney for /Counterclaimant Nationstar</i></p>	<p>7 Dated this <u>4</u> day of April, 2019</p> <p>8 <b>HONG &amp; HONG</b></p> <p>9</p> <p>10 By: </p> <p>11 Joseph Y. Hong, Esq. (Bar No: 5995) 12 1980 Festival Plaza Dr., Suite 650 13 Las Vegas, NV 89135</p> <p>14 <i>Attorney for Plaintiff/Counterdefendant</i> <i>Jimijack Irrevocable Trust and</i> <i>F Bondurant, LLC</i></p>
<p>16 Dated this <u>4</u> day of April, 2019</p> <p>17 <b>MUSHKIN CICA COPPEDGE</b></p> <p>18</p> <p>19 By: </p> <p>20 Joe Coppedge, Esq. (Bar No. 4954) 21 4495 S. Pecos Rd. 22 Las Vegas, NV 89121</p> <p>23 <i>Attorney for Nona Tobin</i></p>	

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1 LIPSON NEILSON, P.C.  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 DAVID T. OCHOA, ESQ.  
5 Nevada Bar No. 10414  
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11 [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
12 *Attorneys for Cross-Defendant*  
13 *Sun City Anthem Community Association*

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DISTRICT COURT  
CLARK COUNTY, NEVADA

10 JOEL STOKES and SANDRA F.  
11 STOKES, as trustees of the JIMI JACK  
12 IRREVOCABLE TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.;

16 Defendants.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22 NONA TOBIN, an individual, and Trustee  
23 of the GORDON B. HANSEN TRUST.  
24 Dated 8/22/08

25 Counter-Claimant,

26 vs.

27 JOEL A. STOKES and SANDRA F.  
28 STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**ORDER DENYING MOTION FOR  
RECONSIDERATION**

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

TC3

1 Manager, F. BONDURANT, LLC, DOES  
2 1-10, AND ROE CORPORATIONS 1-10,  
3 inclusive,

4 Counter-Defendants.  
5

6 On April 17, 2019 (The Findings of Fact, Conclusions of Law and Order of Cross-  
7 Defendant Sun City Anthem Community Association's Motion for Summary Judgment)  
8 was filed. The Notice of Entry of Order was filed on April 18, 2019. On April 29, 2019,  
9 Cross-Claimant Nona Tobin's Motion for Reconsideration ("Motion") was filed. Cross-  
10 Defendant Sun City Anthem Community Association filed its Opposition to the Motion for  
11 Reconsideration on May 2, 2019. On May 3, 2019, Plaintiff's Joel Stokes and Sandra  
12 Stokes, as trustees of the Jimijack Irrevocable Trust filed a joinder to the Opposition. On  
13 the same day, Counter-Claimant Nationstar Mortgage LLC, filed a limited joinder to the  
14 Opposition.

15 The Motion was heard on May 29, 2019 at 8:30 a.m. in the above captioned  
16 matter. In attendance were David T. Ochoa on behalf of Sun City Anthem Community  
17 Association ("HOA" or "Sun City Anthem"), Michael Mushkin on behalf of Nona Tobin,  
18 individually and as Trustee of the Gordon B. Hansen Trust ("Tobin"), Joseph Hong on  
19 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
20 ("Purchaser"), and Donna Wittig on behalf of Nationstar Mortgage, LLC ("Nationstar"). At  
21 the hearing, counsel for Tobin withdrew the separate Motion to Substitute Real Party in  
22 Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin on  
23 Order Shortening Time, that had been filed on May 23, 2019 and set for the same day  
24 and time.

25 The Court having reviewed the papers and pleadings, and having heard oral  
26 argument, issues the following Order:  
27  
28

1 ORDER

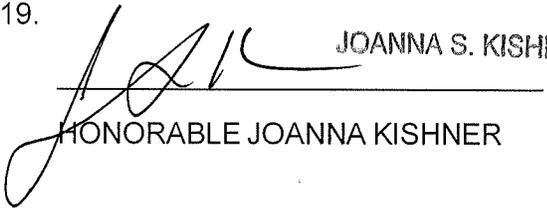
2 First, the procedural burden has not been met to demonstrate new evidence,  
3 new law, or a clearly erroneous finding. The Nevada Supreme Court has held that  
4 motions for reconsideration are appropriate only when substantially different evidence is  
5 subsequently introduced or the decision is clearly erroneous," *Masonry and Tile*  
6 *Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741 (1997); see also, *Moore v. City of*  
7 *Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976) ("Only in very rare instances in  
8 which new issues of fact or law are raised supporting a ruling contrary to the ruling  
9 already reached should a motion for rehearing be granted.")

10 Additionally, reconsideration is only proper if the newly discovered evidence is  
11 "substantially different" from the prior evidence and "not previously obtainable in the  
12 exercise of due diligence." *Masonry and Tile Contractors v. Jolly Urga & Wirth*, 113 Nev.  
13 737, 741 (1997). See also, *Mustafa v. Clark County School District*, 157 F.3d 1169,  
14 1178-79 99<sup>th</sup> Cir., 1998) (generally, leave for reconsideration is only granted upon a  
15 showing of: (1) newly discovered evidence; (2) the court having committed clear error or  
16 manifest injustice; or (3) an intervening change in controlling law); *Harvey's Wagon*  
17 *Wheel Inc. v. MacSween*, 96 Nev. 215, 217-218, 606 P.3d 1095, 1097 (1980).

18 Second, even if the Court reviews the substance of the pleadings before the  
19 court and in the record, reconsideration is not warranted. The substantial exhibits that  
20 have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust  
21 was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019  
22 Order, without addressing superpriority, establishes the HOA had a valid lien and  
23 properly noticed the foreclosure sale.

24 The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

25 Dated this 30 day of May, 2019.

26  JOANNA S. KISHNER

27 HONORABLE JOANNA KISHNER

Lipson, Neilson P.C.  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

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Submitted by:

LIPSON NEILSON P.C.



Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144

*Attorneys for Cross-Defendant  
Sun City Anthem Community Association*

Approved By:

Dated this 29 day of May, 2019

**HONG & HONG**

By: 

Joseph Y. Hong, Esq. (Bar No: 5995)  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant  
Jimjack Irrevocable Trust*

Dated this 30<sup>th</sup> day of May, 2019

**MUSHKIN CICA COPPEDGE**

By: 

Joe Coppedge, Esq. (Bar No. 4954)  
4495 S. Pecos Rd.  
Las Vegas, NV 89121

NONA TOBIN, an individual, and Trustee of  
the GORDON B. HANSEN TRUST

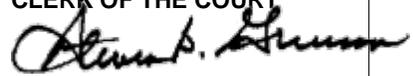
Dated this 29<sup>th</sup> day of May, 2019

**AKERMAN, LLP**

By: 

Melanie D. Morgan, Esq. (Bar No. 8215)  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*



1 LIPSON NEILSON, P.C.  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 DAVID T. OCHOA, ESQ.  
5 Nevada Bar No. 10414  
6 9900 Covington Cross Drive, Suite 120  
7 Las Vegas, Nevada 89144  
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10 [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
11 [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
12 *Attorneys for Cross-Defendant*  
13 *Sun City Anthem Community Association*

8 **DISTRICT COURT**  
9  
10 **CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.;

17 Defendants.

18 NATIONSTAR MORTGAGE, LLC

19 Counter-Claimant,

20 vs.

21 JIMI JACK IRREVOCABLE TRUST,

22 Counter-Defendant.

23 NONA TOBIN, an individual, and Trustee  
24 of the GORDON B. HANSEN TRUST.  
25 Dated 8/22/08

26 Counter-Claimant,

27 vs.

28 JOEL A. STOKES and SANDRA F.  
STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**NOTICE OF ENTRY OF ORDER  
DENYING MOTION FOR  
RECONSIDERATION**

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
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Manager, F. BONDURANT, LLC, DOES  
1-10, AND ROE CORPORATIONS 1-10,  
inclusive,  
  
Counter-Defendants.

\_\_\_\_\_  
Please take notice that the ORDER DENYING MOTION FOR  
RECONSIDERATION, was filed with this court on the 31<sup>st</sup> day of May, 2019, a copy of  
which is attached.

Dated this 31<sup>st</sup> day of May, 2019.

LIPSON NEILSON P.C.

*/s/ DAVID T. OCHOA*

BY: \_\_\_\_\_  
KALEB ANDERSON, ESQ. (NV Bar No. 7582)  
DAVID T. OCHOA, ESQ. (NV Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
*Attorneys for Defendant SUN CITY ANTHEM  
COMMUNITY ASSOCIATION*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 31<sup>st</sup> day of May, 2019, service of the foregoing  
**NOTICE OF ENTRY OF ORDER DENYING MOTION FOR RECONSIDERATION** to  
the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal to  
the following Odyssey E-File & Serve registrants:

Melanie D Morgan, Esq.  
Donna Wittig, Esq.  
AKERMAN LLP  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*

Joseph Y. Hong, Esq.  
HONG & HONG  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorneys for Plaintiff*

David R. Koch  
Steven B. Scow  
KOCH & SCOW LLC  
11500 S. Eastern Ave. Suite 210  
Henderson, NV 89052

*Attorneys for Cross-Defendant Red Rock  
Financial Services, LLC*

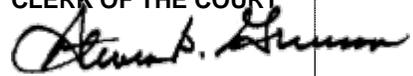
Joe Coppedge, Esq.  
Michael R. Mushkin & Associates, P.C.  
4475 S. Pecos Road  
Las Vegas, NV 89121

*Attorney for Nona Tobin an individual and  
Trustee of the Gordon B. Hansen Trust,  
dated 8/22/25*

*/s/ Ashley Scott-Johnson*

---

An Employee of LIPSON NEILSON, P.C.



1 LIPSON NEILSON, P.C.  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 DAVID T. OCHOA, ESQ.  
5 Nevada Bar No. 10414  
6 9900 Covington Cross Drive, Suite 120  
7 Las Vegas, Nevada 89144  
8 (702) 382-1500 - Telephone  
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10 [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
11 [dochoa@lipsonneilson.com](mailto:dochoa@lipsonneilson.com)  
12 *Attorneys for Cross-Defendant*  
13 *Sun City Anthem Community Association*

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

10 JOEL STOKES and SANDRA F.  
11 STOKES, as trustees of the JIMI JACK  
12 IRREVOCABLE TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.;

16 Defendants.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22 NONA TOBIN, an individual, and Trustee  
23 of the GORDON B. HANSEN TRUST.  
24 Dated 8/22/08

25 Counter-Claimant,

26 vs.

27 JOEL A. STOKES and SANDRA F.  
28 STOKES, as trustees of the JIMI JACK  
IRREVOCABLE TRUST, SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
YUEN K. LEE, an Individual, d/b/a

CASE NO.: A-15-720032-C

Dept. XXXI

**ORDER DENYING MOTION FOR  
RECONSIDERATION**

**Lipson, Neilson P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

TC3

1 Manager, F. BONDURANT, LLC, DOES  
2 1-10, AND ROE CORPORATIONS 1-10,  
3 inclusive,

4 Counter-Defendants.  
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6 On April 17, 2019 (The Findings of Fact, Conclusions of Law and Order of Cross-  
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8 was filed. The Notice of Entry of Order was filed on April 18, 2019. On April 29, 2019,  
9 Cross-Claimant Nona Tobin's Motion for Reconsideration ("Motion") was filed. Cross-  
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15 The Motion was heard on May 29, 2019 at 8:30 a.m. in the above captioned  
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17 Association ("HOA" or "Sun City Anthem"), Michael Mushkin on behalf of Nona Tobin,  
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19 behalf of Joel Stokes and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust  
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22 Interest and to Withdraw as Counsel of Record for Counterclaimant Nona Tobin on  
23 Order Shortening Time, that had been filed on May 23, 2019 and set for the same day  
24 and time.

25 The Court having reviewed the papers and pleadings, and having heard oral  
26 argument, issues the following Order:  
27  
28

1 **ORDER**

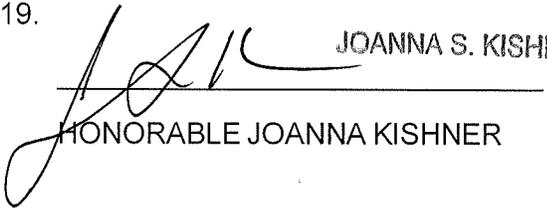
2 First, the procedural burden has not been met to demonstrate new evidence,  
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6 *Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741 (1997); see also, *Moore v. City of*  
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18 Second, even if the Court reviews the substance of the pleadings before the  
19 court and in the record, reconsideration is not warranted. The substantial exhibits that  
20 have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust  
21 was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019  
22 Order, without addressing superpriority, establishes the HOA had a valid lien and  
23 properly noticed the foreclosure sale.

24 The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

25 Dated this 30 day of May, 2019.

26  JOANNA S. KISHNER

27 HONORABLE JOANNA KISHNER

Lipson, Neilson P.C.  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

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Submitted by:

LIPSON NEILSON P.C.



Kaleb D. Anderson, Esq. (Bar No. 7582)  
David T. Ochoa, Esq. (Bar No. 10414)  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144

*Attorneys for Cross-Defendant  
Sun City Anthem Community Association*

Approved By:

Dated this 29 day of May, 2019

**HONG & HONG**

By: 

Joseph Y. Hong, Esq. (Bar No: 5995)  
1980 Festival Plaza Dr., Suite 650  
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant  
Jimjack Irrevocable Trust*

Dated this 30<sup>th</sup> day of May, 2019

**MUSHKIN CICA COPPEDGE**

By: 

Joe Coppedge, Esq. (Bar No. 4954)  
4495 S. Pecos Rd.  
Las Vegas, NV 89121

NONA TOBIN, an individual, and Trustee of  
the GORDON B. HANSEN TRUST

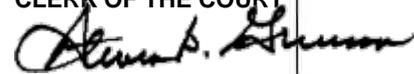
Dated this 29<sup>th</sup> day of May, 2019

**AKERMAN, LLP**

By: 

Melanie D. Morgan, Esq. (Bar No. 8215)  
1635 Village Center Circle Ste. 200  
Las Vegas, NV 89134

*Attorneys for Defendants*



1 **ORDR**

2  
3 **EIGHTH JUDICIAL DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**  
5

6 NONA TOBIN, as Trustee of the  
7 GORDON B. HANSEN TRUST dated  
8 8/22/08,

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

Counterclaimant,

9 vs.

10 JOEL A. STOKES AND SANDRA F.  
11 STOKES, as Trustees of the JIMIACK  
12 IRREVOCABLE TRUST; YUEN K.  
LEE, an individual, d/b/a  
13 Manager, F. BONDURANT, LLC.,

14 Counter-Defendants.

15 **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT<sup>1</sup>**  
16

17 This matter, having come on for Bench Trial commencing on June 5<sup>th</sup> and  
18 6<sup>th</sup>, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the  
19 Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf  
20 of all Counter-Defendants. All parties having an opportunity to present their  
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22  
23 <sup>1</sup> The consolidated cases commenced with multiple parties being named and the initial caption  
24 read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust  
25 Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than  
26 those of the Counterclaimant against Counter-Defendants have either been resolved or  
27 eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial  
28 were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set  
forth above, correctly sets forth the parties that were asserted to have remained for purposes of  
trial.

1 case, the Court having considered the evidence, the previous Orders and  
2 Judgments in this case, and good cause appearing therefore, enters the  
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5  
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08  
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A  
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust  
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.  
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,  
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were  
12 the only remaining claims set for trial to commence on June 5, 2019.

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14 2. On January 11, 2017, the Hansen Trust intervened in the present  
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The  
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,  
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the  
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged  
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust  
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen  
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,  
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust  
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable  
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.  
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1 The essence of the Hansen Trust's claims in the consolidated cases was  
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject  
3 Property. In each of the pleadings filed against each of the respective parties,  
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust  
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen  
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the  
7 respective pleadings that the Hansen Trust was the purported owner of the  
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the  
9 successor Trustee, the Court finds that the pleadings are consistent with the  
10 intention of the Court's Order granting intervention by the Hansen Trust. There  
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual  
12 as there was no assertion in the January 2017 Motion to Intervene or in what  
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted  
14 any joint or other form of ownership right with the Hansen Trust at the time of the  
15 foreclosure at issue.<sup>2</sup>  
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20 <sup>2</sup> The Court notes that on May 24, 2019, less than two weeks before trial was to commence,  
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated  
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the  
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest  
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no  
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court  
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that  
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant  
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even  
if the Court were to view the Supplement and its attachment as allowable, from a chronological  
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did  
not take place until about two months after there was Notice of Entry of the Order on the Motion  
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,  
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to  
the instant litigation as there was no timely request for her to intervene or any legal authority

1           3.       After the Hansen Trust filed what it asserted to be “cross-claims”  
2 and a “counter-claim”, various pleadings were filed by the Intervenor Hansen  
3 Trust in which the phrase “Nona Tobin as an individual” was set forth in the  
4 caption and in some cases in the body of the document, despite the fact the  
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and  
6 Intervention was only granted to the Hansen Trust. From a review of the Court  
7 Record, it appears that other parties to the action also included the incorrect  
8 caption that had been used by Intervenor Hansen Trust in some of their  
9 pleadings. It was not until a couple of months before trial was to commence in  
10 2019 that the error was brought to the attention of the Court. In 2019<sup>3</sup>, the Court  
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,  
12 that contrary to the scope of the Intervention granted by the Court, at some point  
13 in 2017 the Hansen Trust inserted Ms. Tobin’s name incorrectly in the caption  
14 and then used her name in an individual capacity at some points in pleadings. In  
15 those same pleadings, however, the nature of the actions relating to the  
16 ownership of the property which was purportedly was owned by the Hansen  
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21 presented to the Court that she could intervene on her own behalf after she contended that she  
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As  
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or  
24 properly presented and hence was not granted, the Court finds that the trial properly commenced  
25 and concluded between the only parties that remained in the case.

26 <sup>3</sup> Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the  
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the  
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin  
herself. The Court confirmed with the parties that Ms. Tobin’s role was solely as Trustee of the  
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,  
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was  
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no  
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.  
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the  
4 Hansen Trust.

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6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes  
7 Motions for Summary Judgment and ruled thereon. There were other pending  
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and  
9 related counter motions, which at the request of those who were present, were  
10 continued. The Court was informed that the Hansen Trust was not represented  
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset  
12 to May 23<sup>rd</sup> and then May 25<sup>th</sup> to allow the Hansen Trust to obtain counsel and  
13 be prepared. On May 25<sup>th</sup>, 2017, the parties withdrew some of the pending  
14 Motions and requested that the ruling on others, including the HOA's Motion to  
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the  
16 parties were seeking NRED mediation.

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18 5. At the parties' request, the Court did not rule on those pending  
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and  
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed  
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the  
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and  
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed  
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1 other than the quiet title claim.<sup>4</sup> The Stipulation filed on September 17<sup>th</sup> provided:

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- 1. That all claims against the HOA be dismissed without prejudice for the parties to attend mediation.
- 2. That the Court does not make a decision as to the quiet title claim at this time.
- 3. That the Court does not make any determination as to actions taken after the filing of the HOA's Motion at this time.
- 4. That the Counter-Motion(s) filed by Nona Tobin an Individual and Trustee of the Gordon B Hansen Trust be withdrawn without prejudice at this time.

**ORDER**

Based on the stipulations of the parties:

THE COURT ORDERS: All claims against Sun City Anthem Community Association are dismissed without prejudice to attend NRED mediation, except for the quiet title claim.

THE COURT ORDERS the counter-motions filed March 3, 2017 and March 31, 2017 be WITHDRAWN WITHOUT PREJUDICE.

THE COURT FUTHER ORDERS the Motion to Dismiss is GRANTED, pursuant to a stipulation of the parties to all claims other than quiet title

<sup>4</sup> At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a proper party but merely an individual who had incorrectly been added to the caption. Placing oneself on a caption or in a pleading does not confer party status on that individual when intervention is only granted to the entity who claimed an interest in the property at the time of the foreclosure.

1 THE COURT FURTHER ORDERS the Motion to  
2 Dismiss is DENIED WITHOUT PREJUDICE in regards  
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the  
5 case was pending until the Court received notice that the NRED mediation had  
6 been completed. A Notice of completion of mediation was filed in November  
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining  
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only  
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment  
11 with a limited Joinder by Nationstar.<sup>5</sup> At the request of the parties, the matter  
12 was heard on March 26, 2019. After a full oral argument, and taking fully into  
13 account the pleadings as well as the allowable evidence and oral argument, the  
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The  
15 Court set forth its reasoning in open Court and then detailed its reasoning in the  
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed  
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court  
19 expressly found that "the totality of the facts evidence that the HOA properly  
20 followed the process and procedures in foreclosing upon the Property." See  
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the  
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25 <sup>5</sup> That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to  
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to  
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the  
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure  
3 sale. *See FFCL filed on April 17, 2019.*

4           9.     On April 23, 2019, at the hearing for Nationstar's Motion for  
5 Summary Judgment, the Court was informed that the only parties remaining in  
6 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the  
7 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was  
8 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in  
9 her individual capacity. The Court was further informed and shown that  
10 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin  
11 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the  
12 consolidated cases, had never been granted leave to intervene as an individual.  
13 In light of the fact there was a pending resolution between various entities, but  
14 there were still counterclaims outstanding involving the Hansen Trust, the Pre-  
15 Trial Conference set for April 25, 2019, remained on calendar so that the trial  
16 could be set with respect to the remaining claims of the Hansen Trust.

17           10.    At that same April 23<sup>rd</sup> hearing, due to the fact that Ms. Tobin had  
18 filed documents on her own whilst the Trust was represented by counsel, those  
19 purported pleadings filed by Ms. Tobin were considered rogue documents. Since  
20 they were rogue documents, they were stricken in accordance with the rules.

21           11.    On April 29, 2019, the Hansen Trust filed a Motion for  
22 Reconsideration of the Court's ruling on the HOA's Motion for Summary  
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1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral  
2 argument and a review of the pleadings, the Motion was denied.<sup>6</sup> On May 30,  
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for  
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.  
5 The denial was based both on procedural and substantive grounds. The Order  
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the  
7 Notice of Entry of same was filed on May 31, 2019.  
8

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified  
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.  
11 After a full trial on the merits of the case, and taking into account the evidence  
12 the Court can take into account, the Court finds that Counterclaimant did not  
13 meet her burden by a preponderance of the evidence on any of her claims for  
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,  
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.  
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17 8. After a full trial on the merits of the case, and taking into account  
18 the evidence the Court can take into account, the Court further finds that  
19 Counterclaimant did not meet her burden by a preponderance of the evidence on  
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief  
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.  
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23 **CONCLUSIONS OF LAW**

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25 <sup>6</sup> At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for  
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role  
27 in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling  
28 in 2017 on the Motion to Intervene.

1           1.     NRS Chapter 116 specifically authorizes a homeowners'  
2 association to foreclose on the entirety of its delinquent assessment lien against  
3 the homeowner. *See NRS 116.31162-116.31168*. In this case, the Court has  
4 found that the HOA complied with the statutes, all required notices were  
5 provided, there was a default when the power of sale was exercised, and the  
6 HOA had the authority to foreclose upon the Subject Property. *See FFCL filed*  
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and  
8 interests the Hansen Trust had in the Subject Property was divested and  
9 extinguished at the time of the HOA foreclosure sale.

11           2.     “A valid and final judgment on a claim precludes a second action  
12 on that claim or any part of it.” *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599  
13 (1994). Claim preclusion applies when: “(1) the parties or their privies are the  
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on  
15 the same claims or any part of them that were or could have been brought in the  
16 first case.” *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The  
17 Hansen Trust’s claim for Quiet Title/Equitable Relief in seeking to void the HOA  
18 sale was fully adjudicated by the Court pursuant to the HOA’s Motion for  
19 Summary Judgment wherein the Court entered its FFCL, which was filed on  
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or  
21 any part thereof. The other claims also fail as they request the Court make a  
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.

25           3.     “The doctrine of the law of the case cannot be avoided by a more  
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1 detailed and precisely focused argument subsequently made after reflection  
2 upon the previous proceedings.” *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,  
3 799 (1975). The Court’s FFCL granting Summary Judgment in favor of the HOA  
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust’s  
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The  
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which  
7 not only precludes its Quiet Title and Equitable Relief claims but since its other  
8 claims against Jimijack and Lee and contingent upon a finding in its favor on the  
9 quiet title claim or the premises upon which it is built, those claims fail as well.  
10

11 4. In addition to the claims already being precluded given there is  
12 both issue preclusion through law of the case, in the present matter, the Court  
13 had also denied the Counterclaimant’s Motion for Reconsideration shortly before  
14 the trial commenced. Thus, the Court had already reviewed its decision both  
15 procedurally and substantively. Accordingly, the law of the case in the present  
16 action would apply for the independent reason that the underlying decision had  
17 already been reviewed and re-affirmed by the Court.  
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19 5. Even if Counterclaimant could try to contend that any of its claims  
20 were not barred by issue and claim preclusion, then Counterclaimant’s claims all  
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,  
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that  
23 the house had been subject to multiple short sale potential escrows as the  
24 house was in default with the lender. She also conceded that there was a late  
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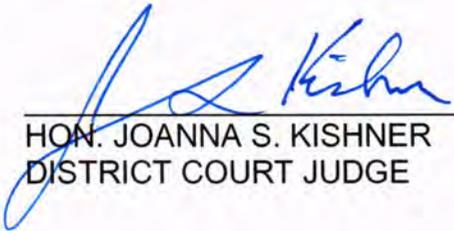
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some  
2 point. While she disagreed whether the HOA could assess the charges that she  
3 asserted were added to the Hansen Trust account as a result of the Hansen  
4 Trust's failure to pay its dues on time, she provided no evidence that the charges  
5 were inaccurate or impermissible. She also testified that she received a Notice  
6 of Foreclosure Sale on the property. She failed to identify any individuals with  
7 whom the Hansen Trust had a contract with or any individuals who engaged in a  
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust  
9 demonstrated that the Hansen Trust could not meet its burden on any of the  
10 claims asserted against any of the Counter-Defendants. The failure of  
11 Counterclaimant to meet its burden of proof is an independent basis which  
12 requires the Court to find in favor of Counter-Defendants and against  
13 Counterclaimant.  
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16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**  
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**  
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and  
19 against the Hansen Trust as to all claims alleged against them by the Hansen  
20 Trust .  
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22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**  
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust  
24 shall be cancelled and expunged.  
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1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and  
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within  
3 fourteen days hereof.

4 IT IS SO ORDERED this 24<sup>th</sup> day of June, 2019.

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9 HON. JOANNA S. KISHNER  
10 DISTRICT COURT JUDGE  
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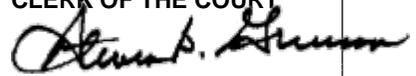
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**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

**ALL PARTIES SERVED VIA E-SERVICE**

  
TRACY L. CORDOBA-WHEELER  
Judicial Executive Assistant



1 **NEFF**  
2 JOSEPH Y. HONG, ESQ.  
3 State Bar No. 005995  
4 HONG & HONG LAW OFFICE  
5 1980 Festival Plaza Drive, Suite 650  
6 Las Vegas, Nevada 89135  
7 Telephone No.: (702) 870-1777  
8 Facsimile No.: (702) 870-0500  
9 E-mail: yosuphonglaw@gmail.com  
10 Attorney for Counter-Defendant  
11 *JOEL A. STOKES and SANDRA F. STOKES,*  
12 *as trustees of the JIMI JACK IRREVOCABLE TRUST*

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

11 NONA TOBIN, as Trustee of the GORDON B.  
12 HANSEN TRUST, dated 8/22/08,

13 Counterclaimant,

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16 Trustees of the JIMI JACK IRREVOCABLE  
17 TRUST; YEUN K. LEE, an individual, d/b/a  
18 Manager, F. BONDURANT, LLC.,

18 Counter-Defendants.

Case No. : A-15-720032-C  
Dept. No. : XXXI

Consolidated with: A-16-730078-C

20 **NOTICE OF ENTRY OF FINDINGS OF FACTS,**  
21 **CONCLUSIONS OF LAW AND JUDGMENT**

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

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28

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that FINDINGS OF  
2 FACTS, CONCLUSIONS OF LAW AND JUDGMENT was entered in the above-entitled matter,  
3 and filed on the 24<sup>th</sup> day of June, 2019, a copy of which is attached hereto.

4 DATED this 24<sup>th</sup> day of June, 2019.

5 HONG & HONG LAW OFFICE

6  
7 /s/ Joseph Y. Hong

8 JOSEPH Y. HONG, ESQ.

9 State Bar No. 005995

10 1980 Festival Plaza Drive, Suite 650

11 Las Vegas, Nevada 89135

12 Attorney for Counter-Defendant

13 *JOEL A. STOKES and SANDRA F.*

14 *STOKES, as trustees of the JIMI JACK*  
15 *IRREVOCABLE TRUST*

16 **CERTIFICATE OF ELECTRONIC SERVICE**

17 Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and  
18 that on this 24<sup>th</sup> day of June, 2019, I served a true and correct copy of the foregoing **NOTICE OF**  
19 **ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT** by  
20 electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV)  
21 pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing  
22 user with the Clerk.

23 By/s/ Debra L. Batesel

24 An employee of Joseph Y. Hong, Esq.



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ORDR

EIGHTH JUDICIAL DISTRICT COURT  
CLARK COUNTY, NEVADA

NONA TOBIN, as Trustee of the  
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8/22/08,

Counterclaimant,

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7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.  
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust  
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.  
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,  
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were  
12 the only remaining claims set for trial to commence on June 5, 2019.

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14 2. On January 11, 2017, the Hansen Trust intervened in the present  
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The  
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,  
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the  
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged  
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust  
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen  
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,  
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust  
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable  
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.  
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1 The essence of the Hansen Trust's claims in the consolidated cases was  
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject  
3 Property. In each of the pleadings filed against each of the respective parties,  
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust  
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen  
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the  
7 respective pleadings that the Hansen Trust was the purported owner of the  
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the  
9 successor Trustee, the Court finds that the pleadings are consistent with the  
10 intention of the Court's Order granting intervention by the Hansen Trust. There  
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual  
12 as there was no assertion in the January 2017 Motion to Intervene or in what  
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted  
14 any joint or other form of ownership right with the Hansen Trust at the time of the  
15 foreclosure at issue.<sup>2</sup>  
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20 <sup>2</sup> The Court notes that on May 24, 2019, less than two weeks before trial was to commence,  
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated  
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the  
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest  
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no  
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court  
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that  
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant  
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even  
if the Court were to view the Supplement and its attachment as allowable, from a chronological  
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did  
not take place until about two months after there was Notice of Entry of the Order on the Motion  
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,  
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to  
the instant litigation as there was no timely request for her to intervene or any legal authority.

1           3.     After the Hansen Trust filed what it asserted to be "cross-claims"  
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen  
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the  
4 caption and in some cases in the body of the document, despite the fact the  
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and  
6 Intervention was only granted to the Hansen Trust. From a review of the Court  
7 Record, it appears that other parties to the action also included the incorrect  
8 caption that had been used by Intervenor Hansen Trust in some of their  
9 pleadings. It was not until a couple of months before trial was to commence in  
10 2019 that the error was brought to the attention of the Court. In 2019<sup>3</sup>, the Court  
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,  
12 that contrary to the scope of the Intervention granted by the Court, at some point  
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption  
14 and then used her name in an individual capacity at some points in pleadings. In  
15 those same pleadings, however, the nature of the actions relating to the  
16 ownership of the property which was purportedly was owned by the Hansen  
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21 presented to the Court that she could intervene on her own behalf after she contended that she  
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As  
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or  
24 properly presented and hence was not granted, the Court finds that the trial properly commenced  
25 and concluded between the only parties that remained in the case.

26 <sup>3</sup> Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the  
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the  
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin  
herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the  
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,  
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was  
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no  
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.  
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the  
4 Hansen Trust.

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6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes  
7 Motions for Summary Judgment and ruled thereon. There were other pending  
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and  
9 related counter motions, which at the request of those who were present, were  
10 continued. The Court was informed that the Hansen Trust was not represented  
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset  
12 to May 23<sup>rd</sup> and then May 25<sup>th</sup> to allow the Hansen Trust to obtain counsel and  
13 be prepared. On May 25<sup>th</sup>, 2017, the parties withdrew some of the pending  
14 Motions and requested that the ruling on others, including the HOA's Motion to  
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the  
16 parties were seeking NRED mediation.

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18 5. At the parties' request, the Court did not rule on those pending  
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and  
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed  
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the  
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and  
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed  
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1 other than the quiet title claim.<sup>4</sup> The Stipulation filed on September 17<sup>th</sup> provided:

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- 1. That all claims against the HOA be dismissed without prejudice for the parties to attend mediation.
- 2. That the Court does not make a decision as to the quiet title claim at this time.
- 3. That the Court does not make any determination as to actions taken after the filing of the HOA's Motion at this time.
- 4. That the Counter-Motion(s) filed by Nona Tobin an Individual and Trustee of the Gordon B Hansen Trust be withdrawn without prejudice at this time.

**ORDER**

Based on the stipulations of the parties:

THE COURT ORDERS: All claims against Sun City Anthem Community Association are dismissed without prejudice to attend NRED mediation, except for the quiet title claim.

THE COURT ORDERS the counter-motions filed March 3, 2017 and March 31, 2017 be WITHDRAWN WITHOUT PREJUDICE.

THE COURT FUTHER ORDERS the Motion to Dismiss is GRANTED, pursuant to a stipulation of the parties to all claims other than quiet title

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<sup>4</sup> At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a proper party but merely an individual who had incorrectly been added to the caption. Placing oneself on a caption or in a pleading does not confer party status on that individual when intervention is only granted to the entity who claimed an interest in the property at the time of the foreclosure.

1 THE COURT FURTHER ORDERS the Motion to  
2 Dismiss is DENIED WITHOUT PREJUDICE in regards  
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the  
5 case was pending until the Court received notice that the NRED mediation had  
6 been completed. A Notice of completion of mediation was filed in November  
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining  
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only  
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment  
11 with a limited Joinder by Nationstar.<sup>5</sup> At the request of the parties, the matter  
12 was heard on March 26, 2019. After a full oral argument, and taking fully into  
13 account the pleadings as well as the allowable evidence and oral argument, the  
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The  
15 Court set forth its reasoning in open Court and then detailed its reasoning in the  
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed  
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court  
19 expressly found that "the totality of the facts evidence that the HOA properly  
20 followed the process and procedures in foreclosing upon the Property." See  
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the  
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25 <sup>5</sup> That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to  
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to  
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the  
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure  
3 sale. See FFCL filed on April 17, 2019.

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5 9. On April 23, 2019, at the hearing for Nationstar's Motion for  
6 Summary Judgment, the Court was informed that the only parties remaining in  
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the  
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was  
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in  
10 her individual capacity. The Court was further informed and shown that  
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin  
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the  
13 consolidated cases, had never been granted leave to intervene as an individual.  
14 In light of the fact there was a pending resolution between various entities, but  
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-  
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial  
17 could be set with respect to the remaining claims of the Hansen Trust.  
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20 10. At that same April 23<sup>rd</sup> hearing, due to the fact that Ms. Tobin had  
21 filed documents on her own whilst the Trust was represented by counsel, those  
22 purported pleadings filed by Ms. Tobin were considered rogue documents. Since  
23 they were rogue documents, they were stricken in accordance with the rules.

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25 11. On April 29, 2019, the Hansen Trust filed a Motion for  
26 Reconsideration of the Court's ruling on the HOA's Motion for Summary  
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1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral  
2 argument and a review of the pleadings, the Motion was denied.<sup>6</sup> On May 30,  
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for  
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.  
5 The denial was based both on procedural and substantive grounds. The Order  
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the  
7 Notice of Entry of same was filed on May 31, 2019.

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified  
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.  
11 After a full trial on the merits of the case, and taking into account the evidence  
12 the Court can take into account, the Court finds that Counterclaimant did not  
13 meet her burden by a preponderance of the evidence on any of her claims for  
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,  
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.

17 8. After a full trial on the merits of the case, and taking into account  
18 the evidence the Court can take into account, the Court further finds that  
19 Counterclaimant did not meet her burden by a preponderance of the evidence on  
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief  
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.

### 22 CONCLUSIONS OF LAW

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25 <sup>6</sup> At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for  
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role  
in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling  
in 2017 on the Motion to Intervene.



1 detailed and precisely focused argument subsequently made after reflection  
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,  
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA  
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's  
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The  
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which  
7 not only precludes its Quiet Title and Equitable Relief claims but since its other  
8 claims against Jimijack and Lee and contingent upon a finding in its favor on the  
9 quiet title claim or the premises upon which it is built, those claims fail as well.  
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11 4. In addition to the claims already being precluded given there is  
12 both issue preclusion through law of the case, in the present matter, the Court  
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before  
14 the trial commenced. Thus, the Court had already reviewed its decision both  
15 procedurally and substantively. Accordingly, the law of the case in the present  
16 action would apply for the independent reason that the underlying decision had  
17 already been reviewed and re-affirmed by the Court.  
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19 5. Even if Counterclaimant could try to contend that any of its claims  
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all  
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,  
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that  
23 the house had been subject to multiple short sale potential escrows as the  
24 house was in default with the lender. She also conceded that there was a late  
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1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some  
2 point. While she disagreed whether the HOA could assess the charges that she  
3 asserted were added to the Hansen Trust account as a result of the Hansen  
4 Trust's failure to pay its dues on time, she provided no evidence that the charges  
5 were inaccurate or impermissible. She also testified that she received a Notice  
6 of Foreclosure Sale on the property. She failed to identify any individuals with  
7 whom the Hansen Trust had a contract with or any individuals who engaged in a  
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust  
9 demonstrated that the Hansen Trust could not meet its burden on any of the  
10 claims asserted against any of the Counter-Defendants. The failure of  
11 Counterclaimant to meet its burden of proof is an independent basis which  
12 requires the Court to find in favor of Counter-Defendants and against  
13 Counterclaimant.  
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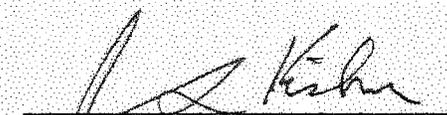
16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**  
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**  
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and  
19 against the Hansen Trust as to all claims alleged against them by the Hansen  
20 Trust.  
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22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**  
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust  
24 shall be cancelled and expunged.  
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Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and (e) to file and serve Notice of Entry of the Court's findings and Judgment within fourteen days hereof.

IT IS SO ORDERED this 24<sup>th</sup> day of June, 2019.

  
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HON. JOANNA S. KISHNER  
DISTRICT COURT JUDGE

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**CERTIFICATE OF SERVICE**

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

**ALL PARTIES SERVED VIA E-SERVICE**

  
TRACY L. CORDOBA-WHEELER  
Judicial Executive Assistant