

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2                   NONA TOBIN, as Trustee of the  
3                   GORDON B. HANSEN TRUST dated  
4                   8/22/08,

5                   Appellants,

6                   vs.

7                   JOEL A. STOKES and SANDRA F.  
8                   STOKES, as Trustees of the  
9                   JIMIACK IRREVOCABLE TRUST;  
10                  YUEN K. LEE, an individual, d/b/a  
11                  Manager, F. BONDURANT, LLC.,  
12                  SUN CITY ANTHEM COMMUNITY  
13                  ASSOCIATION, INC.; AND  
14                  NATIONSTAR MORTGAGE, LLC,

15                  Respondents.

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Clerk of Supreme Court

Supreme Court Case No.: 79295

District Court Case No A-15-720032-C  
Consolidated with A-16-730078-C

16                   **APPELLANT’S APPENDIX OF DOCUMENTS**

17                   **VOLUME II of XIV**

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XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
XIV	Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	AA 002885 - AA 002899
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X	Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law	AA 001906 - AA 001921
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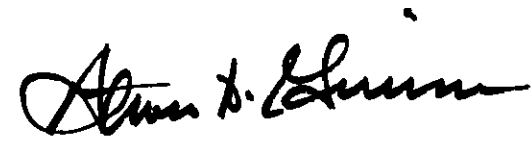
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5	XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
6	XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
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9	XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

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CLERK OF THE COURT

1 **MOT**  
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  
*Applicant in Intervention,*  
5 *In Proper Person*

6 **DISTRICT COURT**  
7 **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,  
14 inclusive,

15 Defendants.

16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

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

23 Counter-Defendants  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

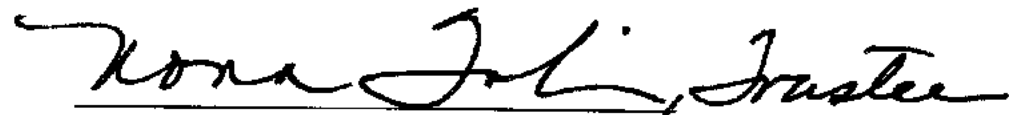
**MOTION TO INTERVENE INTO  
CONSOLIDATED QUIET TITLE  
CASES A -15-720032-C AND FORMER  
CASE A -16-730078**

1 COMES NOW, NONA TOBIN (Herein "*Applicant*"), in proper person, and hereby  
2 move, pursuant to NRS § 12.130 and NRCP 24(a)(2) (intervention of right), or alternatively,  
3 NRCP 24(b )(2) (permissive intervention), to intervene as Defendant/Counter-Claimant in this  
4 consolidated case to quiet title to 2763 White Sage Drive, Henderson (Herein "*Subject*  
5 *Property*").

6 Subject Property is a Sun City Anthem residence built by Applicant's fiancé, Gordon  
7 Hansen and owned by his Grantor Trust, the Gordon B. Hansen Trust, dated August 22, 2008,  
8 until all title rights and possession stripped away without notice by a disputed foreclosure sale  
9 (Herein "*HOA sale*") for delinquent assessments (Herein "*HOA dues*") in August, 2014.

10 Applicant's motion is based on the attached Memorandum of Points and Authorities,  
11 and all pleadings and papers on file herein.

12 Dated this 14<sup>th</sup> day of November, 2016.

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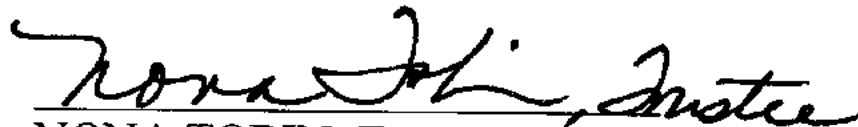
16 NONA TOBIN, Trustee  
17 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
18 Phone: (702) 465-2199  
nonatobin@gmail.com  
19 *Applicant in Intervention,*  
*In Proper Person*  
20  
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1 **NOTICE OF MOTION**

2 **NOTICE IS HEREBY GIVEN** that the Applicants' MOTION TO INTERVENE will  
3 be heard in the above captioned court on the 20 day of December, 2016, at 9:00 AM  
4 in Department 31.

5 Dated this 14 day of November, 2016.

6   
7 NONA TOBIN, Trustee  
8 Gordon B. Hansen Trust, Dated 8/22/08  
9 2664 Olivia Heights Avenue  
10 Henderson NV 89052  
11 Phone: (702) 465-2199  
12 nonatobin@gmail.com  
13 *Applicant in Intervention,*  
14 *In Proper Person*

15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 **I.**

17 **INTRODUCTION**

18 The Gordon B. Hansen Trust (Herein "*GBH Trust*") Trust was the owner of the Subject  
19 Property until title was taken as the result of the disputed August 15, 2014 foreclosure sale for  
20 delinquent HOA dues. The Subject Property is located in the Sun City Anthem Community  
21 Association (Herein "*HOA*"). Applicant NONA TOBIN (herein "*Applicant*") is the Successor  
22 Trustee of the Gordon B. Hansen (Herein "*GBH Trust*") Trust, dated 8/22/08, since the death  
23 of the Grantor on January 14, 2012. Further, Applicant is one of two surviving members and  
24 co-beneficiaries of the GBH Trust.

1. The Applicant seeks to intervene as a Defendant against Plaintiffs JOEL A. STOKES

1 and SANDRA F. STOKES, (Herein “*Stokes*”) as trustees of the JIMIACK IRREVOCABLE  
2 TRUST, (Herein “*Jimijack*”) who currently have possession of the Subject Property.

3 2. Applicant prays for this Court sitting in equity to quiet title in Applicant’s favor as the  
4 Successor Trustee of the Gordon B. Hansen Trust, titleholder at the time of the disputed HOA  
5 sale, over the competing title claims made by Plaintiffs Stokes, who Applicant will allege  
6 acquired title fraudulently as successive purchasers after the HOA sale who cannot be  
7 construed in any way as “bona fide purchasers for value” or as innocent parties whose interests  
8 should be protected by this Court.

9 3. In addition to defending against Plaintiffs Stokes’ and Jimijack’s adverse claims to title,  
10 Applicant will advance a counter-claim against them to prevent yet-another fraudulent transfer  
11 of the Property during the pendency of these proceedings, for damages caused to Applicant by  
12 their ill-gotten and unjust enrichment, and for a determination by this Court that their  
13 participation in fraudulent acts subsequent to the HOA sale is justification to support stripping  
14 from them all ownership rights and benefits to the Property independent of the decision to void  
15 the HOA sale.

16 4. Applicant is proposing to intervene as the Trustee of the GBH Trust pursuant to the  
17 powers granted to the Trustee explicitly in the Trust Agreement and by the powers listed in  
18 NRS § 163.265 through NRS § 163.410 incorporated by reference.

19  
20 **II.**  
21 **ARGUMENT**

22 5. The Nevada Rules of Civil Procedure are largely based on the Federal Rules of Civil  
23 Procedure and, therefore, federal case law is "strong persuasive authority" regarding questions  
24 of their interpretation. *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53 (2002)

1 (quoting *Las Vegas Novelty, Inc. v. Fernandez*, 106 Nev. 113, 119 (1990)), and Nevada courts  
2 have previously looked to federal interpretations of Federal Rule 24, governing intervention,  
3 when construing Nevada's intervention rule. See *Am. Home Assurance Co. v. Eighth Judicial*  
4 *Dist. Court*, 122 Nev. 1229, 1241-42 (2006) (citing *Trbovich v. United Mine Workers of Am.*,  
5 404 U.S. 528, 538 (1972), for the proposition that, just like the federal rules, Nevada's rules  
6 governing intervention require only a minimal showing to establish that the existing parties do  
7 not adequately protect an applicant's interest).

8 6. Moreover, federal courts construe the intervention rules "broadly in favor of proposed  
9 intervenors." *Wilderness Soc 'y v. U.S. Forest Service*, 630 F.3d 1173, 1179 (9th Cir. 2011)  
10 (quoting *United States v. City of Los Angeles*, 288 F.3d 391, 397 (9th Cir. 2002)). They do so  
11 because a "liberal policy in favor of intervention serves both efficient resolution of issues and  
12 broadened access to the courts." *Id.*

#### 13 **A. APPLICANT NONA TOBIN'S STANDING**

14 7. Standing was not lost when the Trust lost possession of the property as a result of the  
15 disputed HOA foreclosure sale. The Nevada Supreme Court in *Shadow Wood HOA v. N.Y.*  
16 *Cnty. Bancorp.*, 132 Nev. Adv. Op. 5 (2016), held that "plaintiff not in possession may still  
17 seek to quiet title by invoking the court's inherent equitable jurisdiction to settle title disputes."  
18 (citing *Low v. Staples*, 2 Nev. 209 (1866a) 2 Nev. at 211-13).

19 8. Local rule 7.42(b) that a "corporation may not appear in proper person", does not bar  
20 "Nona Tobin, as Trustee of the Gordon B. Hansen Trust" from appearing in proper person in  
21 her capacity as Trustee because the GBH Trust is not a corporation. The Trust was not formed  
22 as a corporation under Nevada chapters 78 (Nevada corporation), 80 (foreign), 82 (non-profit),  
23 or 86 (limited liability). Rather it is a Grantor Trust formed in Nevada under the provisions of  
24 NRS chapter 163 re Creation of Trusts.

1 9. The Gordon B. Hansen Trust Agreement, dated August 22, 2008, as amended on  
2 August 10, 2011) contains specific provisions granting powers of the Trustee that define  
3 Applicant's authority to make this claim, including 9.1(h) "to institute, compromise and defend  
4 any actions and proceedings" and 9.3 "The Trustee is authorized to employ attorneys...and  
5 other such agents as the Trustee shall deem necessary or desirable."

6 10. In particular, this litigation to quiet title of the subject property back to the Trust by this  
7 Court issuing an order to set aside the disputed HOA sale, Applicant is exercising the power of  
8 a Trustee incorporated by reference in the Trust document, and of NRS § 163.375 which states:

9 "A fiduciary may compromise, adjust, arbitrate, sue on or defend, abandon or  
10 otherwise deal with and settle claims in favor of or against the estate or trust as  
11 the fiduciary deems advisable, and the fiduciary's decision shall be conclusive  
12 between the fiduciary and the beneficiaries of the estate or trust and the person  
13 against or for whom the claim is asserted, in the absence of fraud by such person,  
14 and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall  
15 be conclusive between the fiduciary and the beneficiaries of the estate or trust."

16 11. That NRCP 23.2 authorizes this action in that:

17 "An action brought by or against the members of an unincorporated association as a  
18 class by naming certain members as representative parties may be maintained only if  
19 it appears that the representative parties will fairly and adequately protect the interests  
20 of the association and its members."

21 12. That Nona Tobin and Steve Hansen are the sole members and co-beneficiaries of the  
22 GBH Trust, per section as amended by the only amendment to the Trust, dated August 10,  
23 2011.

24 13. That Steve Hansen has elected to not participate in this litigation, as evidenced by his  
declaration in support of Applicant's quiet title claims, which is attached hereto as **Exhibit 1:**

*Trust documents.*

//

1           **A. JUDICIAL ESTOPPEL PRECLUDES PLAINTIFFS’ OPPOSING**  
2           **APPLICANT’S MOTION TO INTERVENE**

3           14. Plaintiff’s June 30, 2016 motion to consolidate Nationstar’s case under NRCP 42(a)  
4 asserted that “actions involving a common question of law or fact are pending before the  
5 Court, it may order a joint hearing or trial or any or all of the matters in issue...” as well as that  
6 “Consolidation is necessary and proper because the (Nationstar) case and the present case are  
7 identical, i.e., the extinguishment of the deed of trust at the time of the HOA foreclosure sale;  
8 and the subject property is identical.”

9           15. Plaintiff’s arguments to consolidate the Nationstar case apply equally in justifying  
10 Applicant’s Motion to Intervene.

11           16. Applicant requests the Court not consider any opposition to intervention by Applicant  
12 unless it is based on different and compelling grounds.

13           **B. INTERVENE PURSUANT TO RULE 24(A)(2) INTERVENTION OF RIGHT**

14           17. Applicant’s motion to intervene should be granted because Applicant satisfies the  
15 requirements for intervention of right under NRCP 24(a)(2). Specifically, the requirements  
16 are:

- 17           i. The applicant must claim an interest relating to the property or the transaction which is  
18           the subject of the action;
- 19           ii. The applicant is so situated that the disposition of the action may as a practical matter  
20           impair or impede the applicant’s ability to protect that interest;
- 21           iii. The applicant’s interest is not adequately represented by existing parties; and
- 22           iv. The motion is timely.

23           **i. Applicant Nona Tobin Has Substantial Interest In The Property, Which Is The**  
24           **Subject Of The Action**

18. The subject property is: 2763 White Sage Drive (APN 191-13-811-052) in Sun City

1 Anthem Community Association (HOA) in Henderson.

2 19. The property was owned by the Gordon B. Hansen Trust (Herein "*GBH Trust*") from  
3 August 27, 2008 until it was sold at the disputed foreclosure sale that took place on August 15,  
4 2014 (Herein "*HOA sale*").

5 20. Applicant is a beneficiary of, and the Trustee of, the GBH Trust, property owner at the  
6 time of the sale.

7 21. Should Applicant's claims prevail, title would be returned to the GBH Trust, as the  
8 Real Party in Interest. The interests of the GBH Trust are adverse to the interest of Plaintiffs,  
9 Joel and Sandra Stokes (Herein "*Stokes*"), and their questionably legal Jimijack Irrevocable  
10 Trust (Herein "*Jimijack*").

11 22. The determination by this Court of whether or not the disputed HOA sale was valid is  
12 the deciding factor between the competing claims to quiet title by the Plaintiffs and by the  
13 Applicant.

14 23. Applicant requests that this Court determine and declare that the disputed HOA sale  
15 was, as Applicant will plead, statutorily non-compliant, fraught with procedural due process  
16 violations and/or fraudulently conducted by HOA Agents such that the HOA sale was rendered  
17 fatally flawed and should be voided. Once voided, all claims by Plaintiffs Stokes or Jimijack  
18 are also rendered null and void.

19 24. Part of the dispute over the HOA sale is whether or not the statutory and procedurally-  
20 *required* notices were sent to the property owner's known address of record. Evidence that  
21 notices were not sent will be provided based on the personal knowledge of the Applicant as  
22 well as based on HOA records and bank records and communications in her possession.

23 **ii. Applicant's Interests Could be Impaired by the Outcome of this Case**

24 25. The second prong of NRCP 24(a)(2) requires applicants to demonstrate they will

1 "either gain or lose by the direct legal operation and effect of the judgment which might be  
2 rendered in the suit between the original parties." *Stephens v. First Nat 'l Bank of Nev.*, 64 Nev.  
3 292, 304-05 (1947) (quoting *Harlan v. Eureka Mining Co.*, 10 Nev. 92, 94-95 (1875)).

4 26. Applicant is asking the Court in equity to decide between competing claims to title,  
5 and, considering the totality of the circumstances, to quiet title in favor of Applicant as Trustee  
6 of the Gordon B. Hansen Trust whose title interests were removed without due process by a  
7 defective HOA sale.

8 27. Here, Applicant stands to directly gain or lose the GBH Trust's title interest by the  
9 effect of a quiet title judgment. In fact, it is impossible in this case, for Plaintiffs Joel and  
10 Sandra Stokes in to achieve the result they seek without harming the Applicant's title interests.

11 **iii. Applicant's Interests are not Adequately Represented by Existing Parties**

12 28. The existing parties do not adequately represent the Applicant's interests. Nevada  
13 courts follow federal law holding that, to satisfy this fourth prong, an applicant-intervenor need  
14 only show that the representation afforded by existing parties "may be" inadequate. *Am. Home*  
15 *Assurance Co.*, 122 Nev. at 1241-42 (citing *Trbovich*, 404 U.S. at 538 n.10).

16 29. While the above-captioned Defendants have a general interest in defending their title  
17 interest, Applicant has a very different, unique, separate, and *adverse* title interest. Thus, it is  
18 impossible for the existing parties to represent Applicant's interest, since the interests of each  
19 party are adverse.

20 **iv. The Motion is Timely**

21 30. As to the timeliness of Applicant's motion, NRS § 12.130 allows: "before the trial  
22 commences ... [intervention] in an action under the Nevada Rules of Civil Procedure (NRCP).  
23 NRCP 24 governs intervention, providing for both intervention of right and permissive  
24 intervention." *Am. Home Assurance Co. v. Eighth Judicial Dist. Court*, 122 Nev. 1229, 1235

1 (2006) (footnote omitted).

2 31. Applicant's motion is timely because she seeks intervention at the early stages of this  
3 litigation. *Estate of Lomastro ex rel. Lomastro v. Am. Family Ins. Grp.*, 124 Nev. 1060, 1070  
4 n.29 (2008) ("intervention is timely if the procedural posture of the action allows the intervenor  
5 to protect its interest"). Indeed, under the authority of *American Home Assurance Company v.*  
6 *Eighth Judicial District Court*, 122 Nev. 1229, 1235 (2006), intervention is timely if the  
7 application is filed any time "before the trial commences .... "

8 32. Here, Applicant moved to intervene well within the time period in which the parties are  
9 conducting discovery. In fact, this action was recently consolidated with Case No. A-16-  
10 730078-C by an August 19, 2016 Order, which is a case that just recently had an Early Case  
11 Conference. See docket for Case No. A-15-720032-C, *Notice of 16.1 Early Case Conference*,  
12 filed on 6/28/16. Thus, the timeliness of this motion to intervene cannot reasonably be  
13 disputed.

14 33. Applicant also agrees to abide by any previously set schedule so as not to prejudice any  
15 of the existing parties. See *Lawler v. Ginochio*, 94 Nev. 623, 626 (1978) ("The most important  
16 question to be resolved in the determination of the timeliness of an application for intervention  
17 is not the length of the delay by the intervenor but the extent of prejudice to the rights of the  
18 existing parties resulting from the delay.") Thus, granting Applicant's motion to intervene will  
19 not delay resolution of this lawsuit.

20 34. Applicant moved with alacrity to intervene; as such, Applicant satisfied NCRP  
21 24(a)(2)'s requirement by filing a timely application.

22 35. In addition, the facts in this case show that the statute of limitations is tolled by NRS  
23 38.350 based on the parties failure to complete the NRS 38.310(1)(a) mandatory pre-  
24 foreclosure mediation process HOA Agents initiated, but did not complete, prior to the



1 illegally-held HOA sale.

2 36. NRS 38.350 states: “Any statute of limitations applicable to a claim described in NRS  
3 38.310 is tolled from the time the claim is submitted to mediation or arbitration or referred to a  
4 program pursuant to NRS 38.300 to 38.360, inclusive, until the conclusion of mediation or  
5 arbitration of the claim and the period for vacating the award has expired, or until the issuance  
6 of a written decision and award pursuant to the program.”

7 37. Applicant has shown that she meets all four criteria for intervention of right. But even  
8 if this Court were to determine that Applicant had not met the criteria for intervention of right,  
9 the Court should still grant permissive intervention.

10 **C. INTERVENE PURSUANT TO RULE 24(B)(2) PERMISSIVE INTERVENTION**

11 38. Alternatively, Applicant seeks permissive intervention under NRCP 24(b)(2). Applicant  
12 Nona Tobin’s claims or defenses share a common question of law with the main action,  
13 intervention will not cause undue delay or prejudice to the existing parties, and Applicant’s  
14 participation in this case will not prejudice the rights of the original parties.

15 **III.**

16 **PROCEDURE FOR INTERVENTION**

17 **A. THIS MOTION HAS BEEN SERVED UPON THE PARTIES AS PROVIDED  
18 BY RULE 5**

19 39. Procedure for correctly filing a motion to intervene is delineated in NRCP rule 24(c)  
20 which states:

- 21 a) A person desiring to intervene shall serve a motion to intervene upon the parties  
22 as provided in Rule 5;  
23 b) The motion shall state the grounds therefor;  
24 c) shall be accompanied by a pleading setting forth the claim or defense for which

1 intervention is sought.

2 40. Applicant has served this motion to the active parties in this case. However, there are  
3 parties who are captioned in this case that have never been served.

4 41. Applicant requests judicial notice of the fact that Sun City Anthem Community  
5 Association, Inc. (Herein "*HOA*") was named as a Defendant in the A720032, case, *Joel and*  
6 *Sandra Stokes as Trustees of Jimijack Irrevocable Trust vs. Bank of America and Sun City*  
7 *Anthem Community Association, Inc.*, but the HOA was never served in accordance with Rule  
8 5. As a consequence, the HOA is not included in the Court's e-filing system.

9 42. This failure to properly serve named parties has resulted in others being excluded from  
10 the e-file master, i.e. F. Bondurant, LLC (added by Nationstar), Bank of America and  
11 Opportunity Home, LLC, are the other named parties in the consolidated case who, to the best  
12 of Applicant's knowledge, are also not being served or receiving any of the filings into  
13 consolidated A-15-720032/A-16-730078 cases.

14 43. Applicant requests Court require opposing counsels to correct this error and add these  
15 pre-existing named Defendants or their attorneys to the e-file master list so they can be  
16 appropriately served all filings into the two cases by all parties, including Applicant.

17 **APPLICANT'S PROPOSED PLEADINGS**

18 44. Applicant's proposed pleadings against all existing parties except Nationstar are  
19 attached hereto as exhibits.

20 45. Applicant reserves the right to file claims against Nationstar at a later time as  
21 Nationstar's claims differ from, and are not contingent on the resolution of, the dispute  
22 between Applicant and the Stokes to equitable title and possession of the Property. Nationstar  
23 claims to ownership of the security interest can be addressed later with no disadvantage to any  
24 of the parties.

1 **List of Exhibits**

2 **Exhibit 1: Documents related to Applicant's standing as the Trustee of the Gordon B.**  
3 **Hansen Trust, Dated 8/22/08**

- 4 a) Declaration of Steve Hansen
- 5 b) Certificate of Incumbency for Nona Tobin
- 6 c) Identity Affidavit for Nona Tobin
- 7 d) Grant, Sale and Bargain Deed transferred Subject Property to GBH Trust 8/27/08
- 8 e) Certificate of the Gordon B. Hansen Trust, dated 8/22/08, as amended 8/10/11

9 **Exhibit 2: June 9, 2015 Quit Claim Deed purporting to convey title to the Stokes that**  
10 **Applicant alleges is fraudulent and legally insufficient to convey real property.**

11 **Exhibit 3: Applicant's Answer, and Counterclaim Against the Plaintiffs Stokes**

- 12 a) Answer (admitting or denying) the allegations of the original June 16, 2015 complaint
- 13 in the A-15-720032 case, Joel A. Stokes and Sandra F. Stokes, as Trustees of the
- 14 Jimijack Irrevocable Trust vs. Bank of America, N.A.; Sun City Anthem Community
- 15 Association, Inc.; et al.;
- 16 b) Affirmative defenses;
- 17 c) Applicant's counterclaim against Joel A. Stokes and Sandra F. Stokes, as Trustees of
- 18 the Jimijack Irrevocable Trust that seeks to invalidate all claims they have to title,
- 19 possession or profits; plus
- 20 d) request for damages for their ill-gotten gains and unjust enrichment; and
- 21 e) for an injunction to prevent any transfer or wasting of the property during pendency of
- 22 these proceedings;

23 **Exhibit 4: Cross-Claim Against the HOA**

24 A cross-claim proposed against Defendant, SUN CITY ANTHEM COMMUNITY

1 ASSOCIATION, INC. (Herein “HOA”), to void the HOA sale that was illegally held under its  
2 authority. Applicant will allege that HOA Agents conducted the disputed HOA sale a) under  
3 the HOA’s usurped authority, b) that violated Applicant’s rights to due process, c) that was  
4 statutorily and procedurally non-compliant, d) that failed to provide the mandatory pre-  
5 foreclosure mediation process, and e) concealed their illegal conduct of the HOA sale to evade  
6 enforcement. Applicant’s cross-claim against the HOA will pray for an order from this Court to  
7 void the HOA sale and to return title to the Gordon B. Hansen Trust, owner at the time of the  
8 fatally-flawed sale.

9 **Exhibit 5 Cross-claim against Thomas Lucas**

10 A cross-claim is proposed against Thomas Lucas d/b/a Manager, OPPORTUNITY  
11 HOMES, LLC (Herein “OP Homes”), as the high bidder at the disputed HOA sale who took  
12 title for the commercially unreasonable sum of \$63,100 as recorded on August 22, 2014 by a  
13 Foreclosure Deed based on a rescinded Notice of Default and a cancelled Notice of Sale.  
14 Applicant will allege that Op Homes is actually an illegitimate shell that existed solely as the  
15 alter ego of Thomas Lucas to permit him to conceal that a) the HOA sale was not an arms-  
16 length transaction, b) that he had insider information due to his position as a licensed Realtor  
17 and his prior business relationship with HOA Agents, all of which disqualified him as a  
18 disinterested “bona fide purchaser for value”, thereby making the HOA sale void.

19 **Exhibit 6 Cross-claim against Yuen K. Lee, d/b/a F. Bondurant, LLC**

20 A cross-complaint against F. BONDURANT, LLC, that held recorded title to the  
21 Subject Property for eight minutes on June 9, 2015 and whose “Manager”, Yuen K. Lee’s  
22 signature was fraudulently notarized as being Thomas Lucas’ signature on the Quit Claim  
23 Deed that conveyed the Subject Property’s title to the Stokes.

24

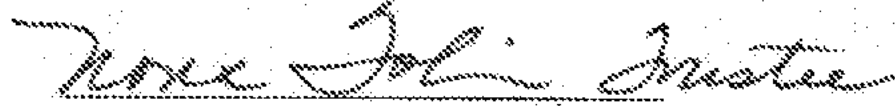
V.

CONCLUSION

Based on the foregoing, Applicant should be permitted to protect the title interest of the the Gordon B. Hansen Trust, which was the titleholder of record at the time of the disputed HOA foreclosure sale.

Applicant requests that the Court grant Applicant's Motion to Intervene as quiet title Defendant, in its entirety.

Dated this 14<sup>th</sup> day of November, 2016.



NONA TOBIN, Trustee

Gordon B. Hansen Trust, Dated 8/22/08

2664 Olivia Heights Avenue

Henderson NV 89052

Phone: (702) 465-2199

nonatobin@gmail.com

*Applicant in Intervention,*

*In Proper Person*

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**CERTIFICATE OF SERVICE**

I, Nona Tobin, hereby certify that on this 14<sup>th</sup> day of November, 2016, I served copies of the foregoing MOTION TO INTERVENE to all parties via the Wiznet's electronic service email notification system.

  
Nona Tobin, *Applicant for Intervention*

# Exhibit 1

## Gordon B. Hansen Trust Documents

	<u>Effective</u> <u>Date</u>	<u>Date</u> <u>Recorded</u>	<u>Document</u>
A	10/2/16		Declaration of Steve Hansen
B	1/14/12	5/23/16	Certificate of Incumbency/ Death Certificate
C	1/14/12	5/20/13	Identity Affidavit
D		8/27/08	Grant, Sale and Bargain Deed that Transferred Property to GBH Trust
E	8/22/08		Certificate of the Gordon B. Hansen Trust Agreement

State of California

County of Kern

Declaration of Steve Hansen

I, Steve Hansen, was listed as a co-applicant on a July 29, 2016, Motion to Intervene on case A730078, Nationstar Mortgage Co. v. Opportunity Homes, LLC which was subsequently combined with case A720032, Jimijack v. Bank of America and Sun City Anthem Community Association, LLC.

I am writing this declaration to inform the court that I have been notified by Nona Tobin, that on September 29, 2016, our Motion to Intervene on the two existing lawsuits with conflicting claims to the title to my late father's house was denied. I was told the motion was denied, in part, because I was listed as a party, but I was not present. I also understand that Nona submitted an affidavit with only her signature which raised questions my intentions as an absent pro se litigant.

I don't have the time or money to work on this. My name was only on the Motion to Intervene because Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust and Executor of his Estate, thought I should be named since we are both 50% beneficiaries of the Gordon B. Hansen Trust which owned my dad's house when the HOA foreclosed on it after he died.

From my perspective, my name doesn't need to be on the lawsuit. Nona has always taken care of everything for my dad's estate, just like she took care of him before he died.

I don't have any information about the details of the case. I just understand that she is trying to get my dad's house back because she believes that what the banks and the HOA did was beyond unfair to the point of being actually criminal.

I will support her in whatever she wants to do about it, but I will not be able to come to court personally to help so I'm fine with my name being taken off the case. I live in Tehachapi, California, at least a four-hour drive away. I have an hour commute each way to a full-time job. I have family issues, including a wife with some health problems, that take all my energy so I don't to want to spend my limited remaining time on this. I work full-time, but it is still



impossible for me or contribute financially or to take any time off of work. I'm fine with Nona doing it if that's how she wants to spend her time.

Nona has always kept me informed of what she was doing related to my dad's affairs. There has never been any question. I know I can trust her to do the right thing and treat both of us beneficiaries even-handedly as the Executor of my dad's estate and as the Trustee of his Trust.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 2nd day of October, 2016



Steve Hansen  
21417 Quail Springs Rd.  
Tehachapi, CA  
(661) 513-6616

3

Escrow NO: 14025231-144-CD  
APN: 191-13-811-052

WHEN RECORDED MAIL TO and MAIL TAX  
STATEMENT TO:  
GORDON B. HANSEN TRUST  
2664 OLIVIA HEIGHTS AVENUE  
HENDERSON, NV 89052

Inst #: 20160523-0001416  
Fees: \$19.00  
N/C Fee: \$0.00  
05/23/2016 01:09:56 PM  
Receipt #: 2771946  
Requestor:  
GORDON B HANSEN TRUST  
Recorded By: COJ Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

ESCROW NO: 14025231-144-CD

### CERTIFICATE OF INCUMBENCY

STATE OF Nevada )  
COUNTY OF Clark ) SS.

Nona Tobin, being first duly sworn upon oath, deposes and states as follows:

1. That Gordon Bruce Hansen, as Grantor, and Gordon Bruce Hansen, as Trustee(s) created the Gordon B. Hansen TRUST under an Agreement dated August 22, 2008, and amended August 10, 2011, (hereafter referred to as the "Trust").  
The Trust provides that upon the death of Gordon Bruce Hansen, then Nona Tobin shall serve as surviving/ successor Trustee(s).
2. That Gordon Bruce Hansen, the Grantor/Trustee of said Trust has died and certified copy of the Death Certificate is attached hereto as Exhibit "A".
3. Nona Tobin, hereby files this Certificate and does hereby accept the appointment of surviving/ successor trustee(s) as provided for in the Trust.

11D

Dated this 20 day of JUNE, 2014.

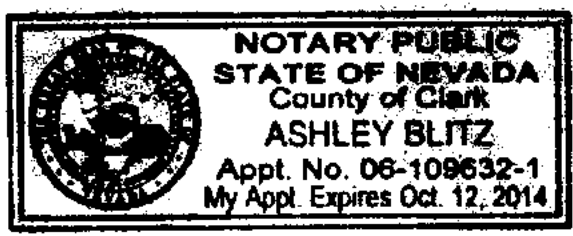
Nona Tobin  
Nona Tobin

State of Nevada )  
County of Clark ) SS.

On JUNE 20, 2014, personally appeared before me, a Notary  
Public NONA TOBIN

who acknowledged that she executed the above instrument.

Ashley Blitz  
(Notary Public)



STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES  
DIVISION OF HEALTH - VITAL STATISTICS

CERTIFICATE OF DEATH

2012000663

STATE FILE NUMBER

1. REVERSED NAME (FIRST MIDDLE LAST, SUFFIX) Gordon Bruce HANSEN		2. DATE OF DEATH (Mo/Day/Year) January 14, 2012		3. COUNTY OF DEATH Clark	
4. CITY, TOWN OR LOCATION OF DEATH Henderson		5. HOSPITAL OR OTHER INSTITUTION (Name, address and number) St Rose Dominican Hospital - Siena Campus		6. PLACE OF DEATH (Specify) Inpatient	
7. RACE (Specify) White		8. HISPANIC ORIGIN (Specify) No - Non-Hispanic		9. SEX Male	
10. STATE OF BIRTH (and U.S.A. if applicable) California		11. CITIZEN OF WHAT COUNTRY United States		12. EDUCATION 18	
13. SOCIAL SECURITY NUMBER 547-88-8401		14a. USUAL OCCUPATION (Give kind of work done during most of Working Life - Even if retired) Police Officer		14b. KIND OF BUSINESS OR INDUSTRY Law Enforcement	
15a. RESIDENCE - STATE Nevada		15b. COUNTY Clark		15c. CITY, TOWN OR LOCATION Henderson	
16a. PARENT - NAME (Full Name, Last, First, Middle) Charles Arvid HANSEN		17. MOTHER - NAME (Full Name, Last, First, Middle) Maud Evelyn LARSON		18. MARRIED - NEVER MARRIED (Specify) MARRIED	
19a. INFORMANT - NAME (Last, First, Middle) Steven Eric HANSEN		19b. DATE AND ADDRESS 10013 Mesa Drive Tehachas, California 93561		19c. DEGREE OF KNOWLEDGE (Specify) Immediate Family	
20. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		21. CEMETERY OR CREMATORY - NAME Palm Crematory		22. LOCATION - City, Town, State Las Vegas Nevada 89101	
23a. FUNERAL DIRECTOR - SIGNATURE (Of Person Acting as Such) MART BURTON SIGNATURE AUTHENTICATED		23b. FLORAL DIRECTOR LICENSE 50		23c. NAME AND ADDRESS OF FACILITY Nighting Society 8070 De Wesa Blvd Las Vegas, NV 89128	
24. TRADE CALL - NAME AND ADDRESS		25. On the basis of examination of the body and place and date of death (Signature & Title) SIGNATURE AUTHENTICATED RITA CHUANG MD		26. On the basis of examination of the body and place and date of death (Signature & Title)	
27a. DATE SIGNED (Mo/Day/Year) January 19, 2012		27b. HOUR OF DEATH 19:50		28. DATE SIGNED (Mo/Day/Year)	
29. NAME AND ADDRESS OF CERTIFYING PHYSICIAN (Attending Physician, Medical Examiner, or Forensic Pathologist) RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052		30. LICENSE NUMBER 8827		31. NAME AND ADDRESS OF REGISTRAR SUSAN ZANNIS SIGNATURE AUTHENTICATED	
32. REGISTRY (Specify)		33. DATE RECEIVED BY REGISTRAR January 19, 2012		34. DEATH DUE TO DISEASABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
35. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) PART I (a) Pancreatic cancer (b) DUE TO, OR AS A CONSEQUENCE OF (c) DUE TO, OR AS A CONSEQUENCE OF		36. OTHER SIGNIFICANT CONDITIONS Contributing to death but not recorded in the immediate cause (Specify)		37. AUTOPSY (Specify Yes or No) No	
38. INQUIRY AT WORK (Specify Yes or No)		39. PLACE OF INQUIRY - Address, room, street, factory, office, building, etc. (Specify)		40. LOCATION - STREET OR R.F.D. NO. CITY OR TOWN STATE	

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from state-certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Spada, D.O. - M.P.H.

Registrar of Vital Statistics

by

Date Issued

JAN 23 2012

SOUTHERN NEVADA HEALTH DISTRICT • 625 Shadow Lane P.O. Box 3002 • Las Vegas, Nevada 89107 • 702-799-1010 • Fax: 702-799-1073



DATE:  
ADMINISTRATOR/EXECUTOR:  
LOAN NO:  
PROPERTY ADDRESS:

# IDENTITY AFFIDAVIT

## TO BE COMPLETED BY

Before me, the undersigned Notary Public, personally came and appeared the undersigned Administrator/Executor, who being duly sworn did depose and state the following:

- My full legal name is NONA TOBIN  
(First) (Middle) (Last) (Jr., Sr., III)
- The address of my principal residence is 2664 OLIVIA HEIGHTS AVE.  
(Street Address)  
HENDERSON NV 89052  
(City) (State) (Zip)
- My date of birth is 12/07/1948  
(Month/Day/Year)
- Last 4 digits of Taxpayer Identification Number 4985
- Representative's Title: Successor Trustee of the Gordon B. Hansen Trust (i.e. Administrator, Executor, Trustee)
- The State and number of my driver's license or identification card are NV 170 205 5736  
(State) (Number)  
11/23/2011 12/07/2015  
(Issue Date) (Expiration Date)

I swear under oath that the information provided in this Affidavit is true and correct to the best of my knowledge. I consent to the transfer of the information contained in this Affidavit for the sole purposes of verifying my identity and preventing fraud. I understand that this information will not be disclosed to any party for any other purpose.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED.

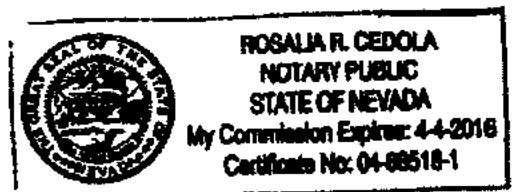
Nona Joli, Successor Trustee  
Administrator/Executor  
of the Gordon B. Hansen Trust

State of NEVADA  
County of CLARK

Subscribe and sworn to (or affirmed) before me on this 20th day of MAY, 20 13, by  
NONA TOBIN, proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

Signature Rosalina Cedola

Seal



4-1

20080827-0003627

Fee: \$15.00	RPTT: EX#007
NIC Fee: \$0.00	
08/27/2008	15:28:08
T20080191661	
Requestor:	
LEGAL EXPRESS	
Debbie Conway	SCA
Clark County Recorder	Pgs: 4

APN: 191-13-811-052

### GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

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.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052.

Witness his hand this 22<sup>nd</sup> day of August, 2008.

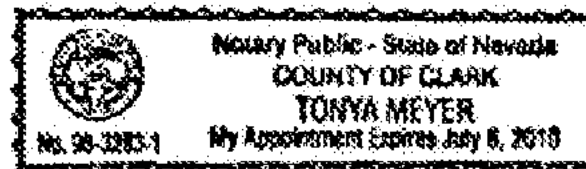
Gordon B. Hansen  
GORDON B. HANSEN

STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF CLARK     )

On this 22<sup>nd</sup> day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, 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 he executed the same in his authorized capacity, and that by his 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.

Tonya Meyer  
Notary Public



Mail Tax Statements to:  
Mr. Gordon B. Hansen  
2664 Olivia Heights Ave.  
Henderson, NV 89052

When Recorded, Mail to:  
Mr. Gordon B. Hansen  
2664 Olivia Heights Ave.  
Henderson, NV 89052

EXHIBIT "A"  
POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "GORDON B. HANSEN TRUST" which was executed on August 22, 2008.



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number  
 a) 191-13-811-052  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

**FOR RECORDER OPTIONAL USE ONLY**  
 Document/Instrument #: \_\_\_\_\_  
 Book \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: Cont of Trust  
per

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  
 i)  Other

3. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$ \_\_\_\_\_  
 Real Property Transfer Tax Due \$ \_\_\_\_\_ 0

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

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 Gordon B. Hansen Capacity Grantor  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

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

Print Name: GORDON B. HANSEN  
 Address: 2763 White Sage Dr.  
 City: Henderson  
 State: NV Zip: 89052

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

Print Name: GORDON B. HANSEN TRUST  
 Address: 2664 Olivia Heights Ave.  
 City: Henderson  
 State: NV Zip: 89052

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: Mr. Gordon B. Hansen Escrow #: \_\_\_\_\_  
 Address: 2664 Olivia Heights Ave.  
 City: Henderson State: NV Zip: 89052

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

3627

STATE OF NEVADA        )  
                                  )ss:  
COUNTY OF CLARK        )

**CERTIFICATE OF REVOCABLE LIVING TRUST**

AFFIANT being first duly sworn, deposes and says:

Contemporaneously with the execution of this Certificate, the undersigned, GORDON B. HANSEN, a resident of Clark County, Nevada, has executed that certain document entitled, the "GORDON B. HANSEN TRUST" dated August 22, 2008, which provides in pertinent parts as follows:

1. **TRUSTOR:** The Trustor under the terms of said Trust is GORDON B. HANSEN.
2. **TRUSTEE:** The Trustee under said Trust is GORDON B. HANSEN.
3. **SUCCESSOR TRUSTEE:** In the event of the death or incapacity of the original Trustee, NONA TOBIN, currently residing in Henderson, Nevada, shall serve as the Successor Trustee of all of the Trusts hereunder. If NONA TOBIN should become deceased, unable or unwilling to serve as a Successor Trustee, STEVEN ERIC HANSEN, currently residing in Tehachapi, California, shall serve as Successor Trustee of all of the Trusts hereunder.
4. **POWER TO AMEND OR REVOKE:** During the life of the Trustor, the Trust may be revoked in whole or in part by an instrument in writing signed by the Trustor and delivered to the Trustee. The Trustor may, at any time during the Trustor's life, amend any of the terms of the Trust by an instrument in writing signed by the Trustor and delivered to the Trustee.
5. **IDENTIFICATION NUMBER:** The Identification Number of the Trust shall be the social security number of the Trustor.
6. **FORM AND TITLE:** When transferring title to the Living Trust or naming the Living Trust as a beneficiary, new title should be held or the designation should be made as follows: "GORDON B. HANSEN as Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008," or "GORDON B. HANSEN, Trustee u/a/d 8/22/08." The term u/a/d stands for "under agreement dated."

7. **POWERS OF TRUSTEE:**

- (a) To register any securities or other property held hereunder in the name of Trustee or in the name of a nominee, with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, and to hold in bearer form any securities or other property held hereunder so that title thereto will pass by delivery, but the books and records of Trustee shall show that all such investments are part of his respective funds.
- (b) To hold, manage, invest and account for the separate Trusts in one or more consolidated funds, in whole or in part, as he may determine. As to each consolidated fund, the division into the various shares comprising such fund need be made only upon Trustee's books of account.
- (c) To lease Trust property for terms within or beyond the term of the Trust and for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling and unitization agreements.
- (d) To borrow money, mortgage, pledge or lease Trust assets for whatever period of time Trustee shall determine, even beyond the expected term of the respective Trust.
- (e) To hold and retain any property, real or personal, in the form in which the same may be at the time of the receipt thereof, as long as in the exercise of his discretion it may be advisable so to do, notwithstanding same may not be of a character authorized by law for investment of Trust funds.
- (f) To invest and reinvest in his absolute discretion, and he shall not be restricted in his choice of investments to such investments as are permissible for fiduciaries under any present or future applicable law, notwithstanding that the same may constitute an interest in a partnership.
- (g) To advance funds to any of the Trusts for any Trust purpose. The interest rate imposed for such advances shall not exceed the current rates.
- (h) To institute, compromise, and defend any action and/or proceeding.
- (i) To vote, in person or by proxy, at corporate meetings any shares of stock in any Trust created herein, and to participate in or consent to any voting Trust, reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock or any corporation which has issued such shares of stock.

- (j) To partition, allot, and distribute, in undivided interest or in kind, or partly in money and partly in kind, and to sell such property as the Trustee may deem necessary to make division or partial or final distribution of any of the Trusts.
- (k) To determine what is principal or income of the Trusts and apportion and allocate receipts and expenses as between these accounts.
- (l) To make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other person deemed suitable by the Trustee, or by direct payment of such beneficiary's expenses.
- (m) To employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation, which shall be deemed part of the expenses of the Trusts and powers hereunder.
- (n) To accept additions of property to the Trusts, whether made by the Trustor, a member of the Trustor's family, by any beneficiaries hereunder, or by any one interested in such beneficiaries.
- (o) To hold on deposit or to deposit any funds of any Trust created herein, whether part of the original Trust fund or received thereafter, in one or more savings and loan associations, bank or other financing institution and in such form of account, whether or not interest bearing, as Trustee may determine, without regard to the amount of any such deposit or to whether or not it would otherwise be a suitable investment for funds of a trust.
- (p) To open and maintain safety deposit boxes in the name of this Trust.
- (q) To make distributions to any Trust or beneficiary hereunder in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property so distributed. The Trustor requests but does not direct, that the Trustee make distributions in a manner which will result in maximizing the aggregate increase in income tax basis of assets of the estate on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.
- (r) The powers enumerated in NRS 163.265 to NRS 163.410, inclusive, are hereby incorporated herein to the extent they do not conflict with any other provisions of this instrument.
- (s) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being

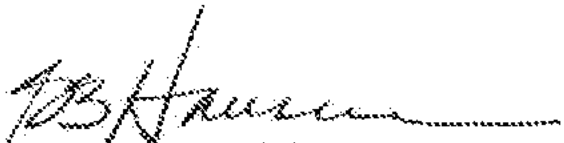
vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

- (t) The Trustee shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.
- (u) In regard to the operation of any closely held business of the Trust, the Trustee shall have the following powers:
  - (1) The power to retain and continue the business engaged in by the Trust or to recapitalize, liquidate or sell the same.
  - (2) The power to direct, control, supervise, manage, or participate in the operation of the business and to determine the manner and degree of the fiduciary's active participation in the management of the business and to that end to delegate all or any part of the power to supervise, manage or operate the business to such person or persons as the fiduciary may select, including any individual who may be a beneficiary or Trustee hereunder.
  - (3) The power to engage, compensate and discharge, or as a stockholder owning the stock of the Corporation, to vote for the engagement, compensation and discharge of such managers, employees, agents, attorneys, accountants, consultants or other representatives, including anyone who may be a beneficiary or Trustee hereunder.
  - (4) The power to become or continue to be an officer, director or employee of a Corporation and to be paid reasonable compensation from such Corporation as such officer, director and employee, in addition to any compensation otherwise allowed by law.
  - (5) The power to invest or employ in such business such other assets of the Trust estate.
- (v) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee;

and to create security interests in the Trust property by mortgage, pledge, or otherwise, to make a guaranty of, including a third party guaranty.

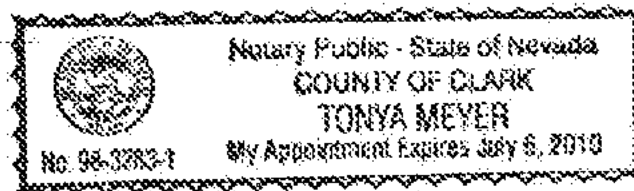
8. **REPRESENTATIONS.** The Trustor represents the Trust has not been revoked or amended to make any representations contained in this certification incorrect and that the signature below is that of the currently acting Trustee.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
GORDON B. HANSEN

SUBSCRIBED and SWORN to before me  
this 22nd day of August, 2008.

  
NOTARY PUBLIC



APPROVED AS TO FORM:

  
for ANDREW M. COX, ESQ.  
ATTORNEY FOR TRUSTOR

# **Exhibit 2**

**June 9, 2015 Quit Claim Deed**

**F. Bondurant, LLC**

**To**

**Joel A. Stokes and Sandra F. Stokes**

**As Trustees**

**Of**

**Jimijack Irrevocable Trust**

Inst #: 20150609-0001545

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:08:29 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

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### 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.

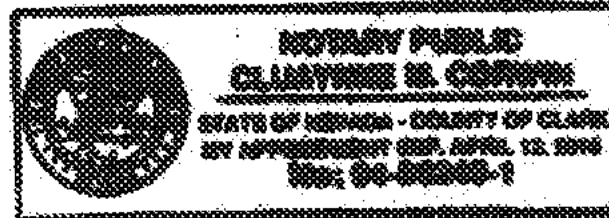
Signed, sealed and delivered in presence of:

*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, *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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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**

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.

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16  
17 **AFFIRMATIVE DEFENSES**

18 **FIRST AFFIRMATIVE DEFENSE**  
19 **(Failure to State a Claim)**

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

22 **SECOND AFFIRMATIVE DEFENSE**  
23 **(Priority)**

24 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent

1 Quit Claim Deed.

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)**

10 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*  
11 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was  
12 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,  
13 and omissions and fraudulent concealment of misdeeds.

14 **FIFTH AFFIRMATIVE DEFENSE**  
15 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

16 Defendant alleges that the Plaintiffs' claims are barred by the equitable doctrines of  
17 unclean hands and failure to act in good faith.

18 **SIXTH AFFIRMATIVE DEFENSE**  
19 **(Fraudulent Concealment)**

20 Plaintiffs and their attorneys fraudulently concealed their complicity with the HOA  
21 Agents and the straw buyer in the manner, the timing, and financing in taking title and  
22 possession to Defendant's property, hereby contributing to the elements that made the sale  
23 voidable, i.e., that the property was not purchased by a bona fide purchaser for value originally  
24 at the August 15, 2014 HOA sale and that none of the subsequent purchasers, if any, were  
innocent third parties whose interests are worthy of any protection.

1 **SEVENTH AFFIRMATIVE DEFENSE**  
2 **(Waiver and Estoppel)**

3 Defendant alleges that by reason of Plaintiffs ' acts and omissions, Plaintiffs have waived  
4 their rights and are estopped from asserting their claims against Defendant.

5 **EIGHTH AFFIRMATIVE DEFENSE**  
6 **(Void for Vagueness and Ambiguity)**

7 Chapter 116.3116-NRS116.31168 and other statutes, bylaws and CC&Rs that govern  
8 liens and collections for overdue assessments, notices, and the HOA's granting of its authority to  
9 its Agent or Trustee to conduct foreclosure sales for delinquent assessments are void for  
10 vagueness and ambiguity.

11 **NINTH AFFIRMATIVE DEFENSE**  
12 **(Violation of Due Process)**

13 Defendant cannot be deprived of her property interest in violation of the Procedural Due  
14 Process Clause of the 5th and 14th Amendments of the United States Constitution and Article 1,  
15 Sec. 8, of the Nevada Constitution. The August 19, 2016 *Bournes Valley Court Trust v. Wells*  
16 *Fargo*, Ninth Circuit Appellate Court Decision, No. 15-15233 D.C. No. 2:13-cv-00649-PMP-  
17 NJK established the NRS 116 statutes controlling HOA foreclosures violated the banks'  
18 Constitutional protection. The facts of the case will show that the due process rights and title  
19 interests of Defendant as the property owner were also violated by the HOA Agents'  
20 implementation of the flawed statute.

21 *"We hold that the Statute's "opt-in" notice scheme... facially violated the lender's*  
22 *constitutional due process rights under the Fourteenth Amendment to the Federal*  
23 *Constitution. We therefore vacate the district court's judgment and remand for*  
24 *proceedings consistent with this opinion."*

25 *Id.*

26 A determination that the disputed HOA sale was defective would unwind the title record  
27 of the Subject Property, and open the door for quiet title judgment in the Defendant's favor.

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**TENTH AFFIRMATIVE DEFENSE  
(Violation of Procedural Due Process)**

The HOA sale was conducted in a manner that deprived Defendant of her property interest without due process pursuant to: Due Process Clause of the Nevada Constitution and United States Constitution, violations of the Sun City Anthem Community Association, Inc. (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders experienced by the opt-in notice scheme of NRS 116.3116 et seq.

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**ELEVENTH AFFIRMATIVE DEFENSE  
(Supremacy Clause)**

The HOA sale is void or otherwise does not operate to deprive Defendant of her equitable title or any other property rights pursuant to the Supremacy Clause of the United States Constitution.

**TWELFTH AFFIRMATIVE DEFENSE  
(Property Clause)**

The HOA sale is void or does not operate to deprive Defendant of equitable title or any other property rights pursuant to the Property Clause of the United States Constitution.

**THIRTEENTH AFFIRMATIVE DEFENSE  
(Unjust Enrichment)**

Defendant alleges that the Plaintiffs' adverse possession of the Subject Property and any and all rents they have collected since the date they acquired possession of the Subject Property, have unjustly enriched Plaintiffs.

//

1 **FOURTEENTH AFFIRMATIVE DEFENSE**  
2 **(Failure to Mitigate Damages)**

3 Defendant alleges that the Plaintiffs ' claims are barred in whole or in part because of the  
4 Plaintiffs' failure to take reasonable steps to mitigate the damage in this case.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**  
6 **(Additional Affirmative Defenses)**

7 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule  
8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further  
9 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the  
10 right to seek leave of court to amend this answer to specifically assert the same. Such defenses  
11 are herein incorporated by reference for the specific purpose of not waiving same.

12 WHEREFORE, Defendant prays for judgment against Plaintiffs as follows:

- 13 1. That Plaintiffs take nothing by way of their Complaint;
- 14 2. That the Court make a judicial determination that Defendant's claim of title is  
15 superior to Plaintiffs' claim to title;
- 16 3. For legal fees and costs of suit herein incurred; and,
- 17 4. For such other and additional relief as the Court deems proper under the  
18 circumstances.

19 **COUNTERCLAIM**

20 COMES NOW, Defendant-in-Intervention/Counter-Claimant, NONA TOBIN, (Herein  
21 "*Counter-Claimant*" or "*Tobin*"), in proper person, and hereby submits her Counterclaim  
22 against Counter-Defendants, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack  
23 Irrevocable Trust, Does I through X; and Roe Corporations XI through XX, inclusive  
24 (collectively, "*Counter-Defendants*").

I.



1 **PARTIES, JURISDICTION, AND VENUE**

2 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,  
3 Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of  
4 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and  
5 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein "*GBH*  
6 *Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein  
7 "HOA sale") for delinquent assessments (Herein "HOA dues").

8 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA  
9 F. STOKES, (Herein "*Stokes*" or "*Counter-Defendants*") are the trustees of the JimiJack  
10 Irrevocable Trust (Herein "*Jimijack*"), and are residents of Nevada.

11 3. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at  
12 this time. Counter-Claimant expressly reserves the right to add additional parties when and if the  
13 names of such parties become available.

14 4. The Real Property that is the subject of this civil action is in Sun City Anthem  
15 Community Association, Inc. (HOA), and is commonly known as: 2763 White Sage Drive,  
16 Henderson, Nevada 89052, A.P.N 191-13-811-052 ("*Subject Property*").

17 5. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this  
18 Court. Venue is proper because the Subject Property involved in this case is located in, and a  
19 substantial part of the event or omissions giving rise to Counter-Claimant's claims occurred in  
20 Clark County, Nevada.

21 6. That pursuant to NRS 30.010 et seq. and NRS 40.010, this Court has the power and  
22 authority to declare Counter-Claimant's rights and interests in the Property and to resolve  
23 Counter- Defendants' adverse claims in the Property.

1 7. Further, that pursuant to NRS 30.010 et seq., this Court has the power and authority to  
2 declare the rights and interest of the parties following the acts and omissions of the HOA and  
3 HOA Agents in foreclosing the Property.

4 **III.**

5 **GENERAL ALLEGATIONS**

6 8. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
7 forth herein.

8 9. That on or about July 30, 2003, Gordon B. Hansen (Herein "*Hansen*"), purchased the  
9 Subject Property. The Deed of Trust executed by Hansen features Western Thrift & Loan as the  
10 Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as the Beneficiary, Joan H.  
11 Anderson as the Trustee, and secured a loan in the amount of \$436,000.00.

12 10. Gordon Hansen retained the property as his principal residence and sole property in a  
13 2004 divorce settlement. Marilyn Hansen signed a Quit claim Deed, recorded on June 11, 2004,  
14 relinquishing all interest. All secured Deeds of Trust in both their names were paid off and re-  
15 conveyed to be solely in Gordon Hansen's name at the time of the divorce.

16 11. Gordon Hansen created the Gordon B. Hansen Trust, dated August 22, 2008, and  
17 deeded 2763 White Sage Dr., Henderson NV, 89052, (herein "*Subject Property*") into the GBH  
18 Trust on August 27, 2008.

19 12. The Trust held the title to the Subject Property until the Foreclosure Deed from the  
20 August 15, 2014 HOA sale was recorded on August 22, 2014.

21 13. The only real property that Gordon Hansen owned was the Subject Property. The  
22 Subject Property was the only item of value in the Gordon B. Hansen Trust at the time of his  
23 death, as all of the money that had previously been in the Trust account was exhausted prior to  
24 his death.

1 14. NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated 8/22/08, was  
2 nominated to be the Successor Trustee in the event of Gordon B. Hansen's death, and actually  
3 became the Successor Trustee when Hansen died on January 14, 2012. His son, Steve Hansen, is  
4 the only other member of the Trust, and they are equal beneficiaries.

5 15. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that  
6 was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity  
7 Homes, LLC for a commercially unreasonable sum of \$63,100.00.

8 16. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally  
9 defective, null, and *void*.

10 17. That the Stokes claim to be the sole owners in fee since June 3, 2015, is invalid as the  
11 HOA foreclosure sale was defective due to its many statutory and procedural violations and due  
12 to the Stokes' complicity with HOA Agents and/or others in the subsequent fraudulent re-  
13 conveyance of the Subject Property to them on September 25, 2014, directly after the HOA sale.

14 18. That the Stokes claim to legal title, which totally depends on the extinguishment of the  
15 first Deed of Trust, has been nullified pursuant to Ninth Circuit Court of Appeals recent ruling in  
16 the previously-cited *Bourne Valley* case.

17  
18  
19 **FIRST CAUSE OF ACTION:**  
20 **(Quiet Title and Equitable Relief)**

21 19. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the  
22 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the  
23 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure  
24

1 mediation as required by Nevada statutes and the HOA governing documents.

2 20. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid  
3 subsequent transfers of title, Counter-Defendants are not bona fide title holders, and Counter-  
4 Claimant is entitled to declaratory relief, quieting title in her favor.

5 21. For all the reasons set forth, Counter-Claimant is entitled to a determination from this  
6 Court, pursuant to NRS 40.010, that Counter-Claimant rights to title should be restored, and that  
7 Counter-Claimant's rights are superior to the interests of Counter-Defendants, and that Counter-  
8 Claimant is entitled to a declaratory judgment quieting title in her favor.

9 22. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is  
10 unlawful and void and conveyed no legitimate interest to Counter-Defendants.

11 23. That Counter-Claimant has been required to incur legal fees and costs for the  
12 prosecution of this matter, and therefore, is entitled to reasonable legal fees and costs.

13 24. That Subsequent Purchasers were not Bona Fide Purchasers nor Innocent Third Parties  
14 is a factor for the Court to evaluate if making a Quiet Title Award to the Counter-Claimant who  
15 may be harmed by the award of relief. (*Smith v. United States*, 373 F.2d 419, 424 as cited in  
16 *Shadow Wood*.)

17 25. Counter-Claimant alleges that the Stokes and other subsequent purchasers have  
18 "Unclean Hands" and further alleges that:

19 26. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,  
20 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if  
21 they "had actual knowledge, constructive notice or reasonable cause to know of the fraud  
22 intended."

23 27. That Joel and Sandra Stokes cannot be construed to be innocent third parties because  
24

1 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their  
2 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure  
3 to properly register and license Jimijack as a business entity while attempting to use it as a shield  
4 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in  
5 this property's title that increased their probability of gaining an unjust windfall from a first deed  
6 of trust without a clear owner of the Note.

7 47. That F. Bondurant, Named Defendant in the A-730078 case, the other supposed  
8 successive purchaser, also has many flaws in the manner in which title passed briefly through the  
9 name of an entity in default, as well as the fact that the F. Bondurant "Manager" Yuen K. Lee's  
10 signature is on the falsely notarized deed as Thomas Lucas conveying the property to the Stokes.

11 48. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly  
12 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or  
13 88 or 88A.

14 49. That Stokes' self-identification as the Real Party in Interest is unexpected and evolving  
15 renaming themselves between or within court filings, sometimes as Trustees of Jimijack,  
16 sometimes as Jimijack, an unregistered, unrecorded, and licensed entity of questionable legality.

17 50. That Joel and Sandra Stokes are taking title to property without escrow or standard  
18 documentation, in a similarly unexpected and evolving manner, sometimes as Trustees, sometime  
19 as individuals, sometimes as Jimijack, the unregistered entity, and sometimes, as co-owners.

20 51. That owning and receiving rents from HOA foreclosures is business for which proper  
21 business licensing is required (NRS 363.015).

1 52. That the Stokes have excessively profited from this and other HOA foreclosure  
2 properties by failing to register as a business, thereby evading commercial taxes as well as by  
3 receiving rents while not paying any mortgage, property taxes, or property insurance;

4 53. Alternatively, that Stokes are illegally operating as a business trust without being  
5 registered with the NV Secretary of State as a business trust, pursuant to NRS 88A.

6 54. That STOKES are using protections and accessing freedoms afforded to other types of  
7 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture  
8 rather than the more conventional use of Grantor Trusts to protect assets after the death of the  
9 Grantor.

10 55. That STOKES are illegally utilizing the designation "Irrevocable Trust" as a ruse to  
11 protect ill-gotten, fraudulently conveyed assets from seizure or forfeiture from without required  
12 registration or annual reporting to the Nevada Secretary of State (NV SOS).

13 **SECOND CAUSE OF ACTION:**

14 **FRAUDULENT RE-CONVEYANCE**

15 **June 9, 2015 Quit Claim Deed Was Ineffective To Convey Interest**

16 56. Counter-Claimant alleges that notarial violations related to the June 9, 2016 Quit Claim  
17 Deed Granting Title to Stokes are sufficient to render it null and void as a legal instrument, and  
18 therefore it has no power to convey title to the Stokes or Jimijack, and Defendant  
19 challenges/rebutts their claims, per NRS 111.340.

20 57. That the transfer instrument which gave title to Counter-Defendants Stokes and/or  
21 Jimijack does not meet the competent proof standards as set forth in NRS § 11.345, and is  
22 therefore invalid, and that Counter-Claimant is legally authorized to rebut the transfer, pursuant to  
23 NRS § 111.340.

1 58. That Stokes' Counsel deliberately withheld from the Court's attention, the one recorded  
2 document that purports to convey title to them, in order to conceal serious defects and their  
3 complicity in it.

4 59. To correct this failing, a true and correct copy of the June 9, 2015 Quit Claim Deed that  
5 is the sole documentation of the Stokes interest in the Subject Property, is attached hereto as  
6 **Exhibit 2.**

7 60. That there are multiple notarial violations that were committed by notary, CluAynne A.  
8 Corwin ("*Ms. Corwin*"), who falsely attested to the authorizing signature, which is sufficient to  
9 invalidate the document, and which carry criminal penalties:

- 10 a. Ms. Corwin using her stamp as an offer of proof that for an instrument known to be  
11 false NRS 240.075;
- 12 b. not making an entry into her journal of legally-required information NRS 240.120  
13 (1)(b)(c)(d)(e)(f)(g);
- 14 c. not requiring identification (NRS 240.,120(4), NRS 240.155 (1)(2);
- 15 d. notarizing the signature of someone who was not in her presence, (NRS 240.155),
- 16 e. refusing to give TOBIN an acknowledgement that there was no notarial entry in her  
17 journal;
- 18 f. refusing to provide a certified copy of the page where the entry should have been;  
19 and
- 20 g. Refusing to allow her journal to be inspected for other signatures she notarized  
21 involving parties in this case, or their Counsel, Mr. Hong. *See*, NRS 240.120(6)(a)  
22 NRS 240.147.

23 61. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,  
24 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'  
attorney, Joseph Hong, and that their actions\_unfairly advantaged Hong's client, the Stokes.

1           62. That Hong and the Stokes should all be considered complicit in executing, causing to  
2 be notarized and recorded, an instrument to claim an interest in real property which contained the  
3 material misstatement of who appeared before the notary to execute the Quit Claim Deed.

4           63. That NRS 240.150(2)(a)(b) define the liability for this notarial misconduct rests with  
5 the notary's employer as it was done within the course and scope of her employment.

6           (a) The employer's liability may include a civil penalty of up \$2,000 per violation and

7           (b) "the employer is liable for any damages proximately caused by the misconduct of the  
8 notary".

9           64. NRS 205.395(1)(b) creates criminal penalties for "every person who executes or  
10 notarizes a document purporting to create an interest in...real property, that is recorded in the  
11 office of the county recorder...and who knows or has reason to know that the document  
12 ...contains a material misstatement or false claim or is otherwise invalid has made a false  
13 representation ...(2)...is guilty of a category C felony..."

14           65. That the instrument cannot legally convey real property due to the violations of the  
15 *Statute of Frauds*:

16           66. a) NRS 111.125(1)(2) proof required from subscribing witness was insufficient;

17           67. b) NRS 111.315 was violated in that the document was not "...proved, acknowledged  
18 and certified in the manner prescribed in this chapter..." prior to being "recorded in the office of  
19 the recorder of the county in which the property is situated...";

20           68. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey  
21 real property or to be received into evidence.

22           //

23           //



1 THIRD CAUSE OF ACTION:

2 UNJUST ENRICHMENT

3 69. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
4 forth herein.

5 70. Counter-Claimant alleges that the Stokes have unfairly had the exclusive title,  
6 possession, use and enjoyment of the Subject Property since September 26, 2014 since it was  
7 illegally taken from the Counter-Claimant by the illegally-conducted HOA sale.

8 71. That the Stokes acquired the Subject Property for a commercially unreasonable sum of  
9 One Dollar.

10 72. That the Stokes underpaid the Real Property Transfer Tax by claiming a fair market  
11 value of \$273,000 at the same time as they listed the property on the MLS for \$569,900.

12 73. That the Stokes have collected \$1,500/month in rent for over two years for the Subject  
13 Property, one of multiple HOA foreclosures they own, and have not paid anything toward  
14 mortgages, any homeowners insurance, or any taxes, real estate or commercial, in relation to  
15 their rental business.

16 74. That the Stokes have acquired multiple HOA foreclosures which share a common  
17 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",  
18 and that their knowledge of specific title defects made these properties the perfect targets to  
19 perpetuate an extraordinarily profitable "rental scam", i.e., be able to collect rents on a property  
20 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very  
21 long time because there was no clear owner of the security interest with standing to foreclose.

22 75. That the Stokes' accumulation of excessive profits from acquiring multiple similarly-  
23 distressed HOA foreclosure properties is not a product their astute real estate investment acumen  
24 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the

1 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich  
2 themselves.

3 76. That this knowledge of defects in title was illegally and covertly provided to the  
4 Stokes, rendering them conspirators in fraudulent re-conveyance of these properties depriving  
5 Counter-Claimant of the title and all other benefits and profits of ownership of the Property.

6 77. That the HOA "Resident Transaction Report" for the Subject Property establishes that  
7 there was collusion between the HOA Agent that conducted the HOA sale (RRFS) and the HOA  
8 Agent who had the HOA management contract (FSR) and Realtor Thomas Lucas d/b/a Op  
9 Homes to illegally, and covertly, pass possession of the property on September 25, 2014 to the  
10 Stokes which: a) contradicted title changes recorded in both the June 9, 2015, Quit Claim Deeds;  
11 and b) cheated the HOA of the CC&R section 8.12-mandated Asset Enhancement fee from all  
12 three supposed titleholders, totally approximately \$2,000 (1/3 of 1% of three (fraudulently-  
13 under-stated) gross sales prices) or \$4,500 if based on fair market value, and c) cheated the HOA  
14 of the \$225.00 New Member set-up fees due from each of the supposed intervening owners, i.e.,  
15 Thomas Lucas d/b/a Opportunity Homes LLC or Yuen K. Lee d/b/a F. Bondurant, LLC in  
16 default, i.e., another \$450 kept by the HOA's self-serving Agents and not given to the HOA.

17 78. That the Stokes have unfairly profited from not getting business licenses or  
18 commercial registration for Jimijack, thereby evading taxes and fees that would have been  
19 required of a properly registered and licensed entity that does business in the State of Nevada.

20 79. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the  
21 unlawful HOA Sale and nature of the real property.

1 80. That Counter-Defendants and fictitious Counter-Defendants have benefitted by failing  
2 to pay the taxes, insurance or homeowner's association, Asset Enhancement, and New Member  
3 transfer fees since the time of the HOA Sale.

4 81. That if Counter-Claimant's counterclaim is successful in quieting title against  
5 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and  
6 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of  
7 the Property.

8 82. Counter-Claimant has suffered and will continue to suffer damages if Counter-  
9 Defendants and fictitious Counter-Defendants are allowed to retain their interests in the Property  
10 and the funds received from the HOA Sale, including but not limited to, any rental income they  
11 may be receiving from the property.

12 **FOURTH CAUSE OF ACTION:**

13 **CIVIL CONSPIRACY**

14 83. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
15 forth herein.

16 84. That Counter-Defendants JOEL AND SANDRA STOKES acted in concert to conceal  
17 illegal acts resulting in unfairly depriving Counter-Claimant of the Subject Property for the  
18 unjust enrichment of themselves and undeserving fellow conspirators.

19 85. That Counter-Defendants JOEL AND SANDRA STOKES and others complicit in  
20 fraudulent conduct of HOA sale and re-conveyance of property to non-bona fide purchasers  
21 unfairly deprived Counter-Claimant of the Subject Property for their own unjust enrichment in  
22 that notice of the actual sale was given to BHHS Realtor Tom Lucas who had a previously  
23 purchased an HOA foreclosure property from RRFS, but did not give notice of the actual sale to  
24 Cross-Claimant's agent, BHHS Realtor Craig Leidy.

1 86. All the elements of an actionable conspiracy were met in this case: a) two or more  
2 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
3 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
4 damages.

5 87. That conspirators have illegally used improperly licensed and registered entities to  
6 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the  
7 Subject Property for their unjust enrichment which resulted in Counter-Claimant's loss of title  
8 and possession of the Subject Property through:

9 a) formation and use of a corporation to transfer to it the existing liability of another  
10 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)

11 b) the concealment and misrepresentation of the identity of the responsible  
12 ownership, management and financial interest [210 Cal. App. 2d 840]

13 c) disregard of legal formalities and the failure to maintain arm's length relationships  
14 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

15 d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
16 venture or the business of an individual or another corporation (*McCombs v.*  
17 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.  
18 2d 661)

19 e) the use of the same office or business location; the employment of the same  
20 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*  
21 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*  
22 *Greendale Park, Inc.*, supra)

23 f) the confusion of the records of the separate entities [210 Cal. App. 2d  
24

1 839] (Riddle v. Leuschner, supra, 51 Cal. 2d 574)

2 89. That Counter-Defendants JOEL AND SANDRA STOKES; HOA agents, RMI,  
3 President, Kevin Wallace; FSR, President, Steven Parker; RRFS, President Joel Just; RRFS  
4 agents Christie Marling, Rebecca Tom, and Eungel Watson; BHHS Realtor Thomas Lucas,  
5 Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee  
6 as individual and as Manager of defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS  
7 Realtor Carlos Caipa; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly,  
8 in concert to: a) Conduct and/or participate in the HOA sale from which others were excluded;  
9 and/or b) concealed the true nature, financing and timing of subsequent transfers of title and/or  
10 c) to market the Subject Property.

11 90. That conspirators: a) made improper, insufficient and selective notification to the HOA  
12 Board, enforcement officials, and Counter-Claimant, b) utilized bogus and/or illegally structured  
13 entities for fraudulent concealment of their illegal acts, c) withheld or provided false information  
14 to enforcement agencies and the HOA Board and/or d) misused the Multiple Listing Service  
15 (MLS) system, the County land records system and other public systems to evade detection.

16 91. That Counter-Defendants JOEL AND SANDRA STOKES and the conspiring Realtors  
17 facilitated fraudulent transfers that allowed fellow conspirators to evade paying the required real  
18 property transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset  
19 Enhancement Fees, and in so doing, the conspirators:

20 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-  
21 conveyances;

22 b) utilized insider information in violation of the Exclusive Agency (ER) agreement  
23 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. That Cross-Defendants' conduct deviated from the usual course of business when  
5 conveying property in Nevada and failed to utilize the customary written documentation,  
6 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and  
7 disbursed, and proper recording of instruments of conveyance.

8 **FIFTH CAUSE OF ACTION:**

9 **PRELIMINARY AND PERMANENT INJUNCTIONS**

10 93. Counter-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
11 forth herein.

12 94. Counter-Claimant requests that the Court temporarily and permanently enjoin the  
13 Stokes, Jimijack, their agents and/or assigns from marketing, transferring or controlling profits  
14 from the Subject Property during the pendency of this action.

15 95. That Counter-Defendants claim an ownership interest in the Property that is adverse to  
16 Counter-Claimant;

17 96. That Counter-Defendants' have unfairly profited from possession of the Property since  
18 the HOA sale;

19 97. That Counter-Defendants are trying to quiet title by nefarious means before other  
20 interested parties' claims are heard.

21 98. That Counter-Defendants and their agents, have used aggressive, inappropriate and  
22 illegal methods to attempt to sell the property before the claims of other interested parties can be  
23 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in  
24

1 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for  
2 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for  
3 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have  
4 provided appropriate public Notice of their June 16, 2015 lawsuit.

5 **Unauthorized marketing of property on the MLS**

6 99. The Stokes disingenuously claimed in their June 16, 2015 complaint that "*Plaintiffs do*  
7 *not have marketable title and cannot sell the property, market the property, insure the property*  
8 *or take out loans against the property.*" on the very day they listed the Subject Property for sale  
9 on the MLS for \$569,900.

10 100. That the Stokes marketed the Subject Property in direct violation of the published  
11 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple  
12 Listing Service (MLS) for marketing HOA foreclosure properties.

13 101. That the Stokes utilized licensed Realtor Robert Goldsmith (who was also utilized to  
14 record the two fraudulent Quit Claim Deed on June 9, 2015) to violate MLS regulations to re-list  
15 it 13 times at progressively lower prices until a contingent sale at \$437,900 was posted on  
16 October 23, 2015, which incidentally, was one week after the default judgment was entered  
17 against BANA which absent Nationstar's learning of the judgment, might have allowed their sale  
18 of the Property to be completed debt-free, for an unjust \$437,900 profit.

19 **Misrepresentations to the Court**

20 102. Judicial notice is requested of the fact that the Stokes' Counsel declared, under penalty  
21 of perjury, in their July 6, 2016 Order Shortening Time that "*Jimijack is a party to the Real*  
22 *Estate Purchase Agreement with a third party...Thus, based on the July 14, 2016 status hearing,*  
23  
24

1 *Jimijack is hopeful and believes that the third party buyer will agree to a short extension for the*  
2 *close of escrow from June 27, 2016 to July 15, 2016.”*

3 103. Stokes’ Counsel’s statement to the Court, made under penalty of perjury,  
4 misrepresented the material fact that the October 23, 2015 contingent sale already had a  
5 projected October 30, 2016 closing date (as published in the MLS records and printed by  
6 Counter-Claimant, on June 10, 2016) which resulted in their unfairly getting an order on their  
7 motion to shorten time.

8 104. That any sale or transfer of the Property, prior to the judicial determination of the  
9 respective rights and interests of the parties, should be rendered invalid.

10 105. Counter-Claimant has a reasonable probability of success on the merits of the Counter-  
11 Claim, and compensatory damages will not compensate for the irreparable harm suffered if  
12 Counter-Claimant loses title to a bona fide purchaser.

13 **PRAYER**

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

- 16 a. For a declaration and determination that Counter-Claimant’s interest is superior to  
17 the interest of Plaintiff, and all other Counter-Defendants;  
18 b. In the alternative, that the Stokes/Jimijack have no ownership rights whatsoever to  
19 the Subject Property and quiet title is awarded to Counter-Claimant;  
20 c. For a declaration and determination that even if all transfers of title to the  
21 Property were subject to Hansen's Deed of Trust, legal ownership, including the  
22 right to foreclose on the underlying debt, has not yet been determined;  
23 d. For a declaration and determination that the HOA Sale is null, void, and did not  
24



1 convey title from Counter-Claimant;

2 e. For a declaration and determination that the HOA sale was invalid and null and  
3 void for the HOA's and HOA Agents' statutory and procedural violations;

4 f. For a declaration and determination that the conduct of Counter-Defendants and  
5 the HOA Agents in connection with the HOA sale and the subsequent transfer of  
6 title to Counter-Defendants was accompanied by actual fraud, deceit, or trickery.

7 g. Declaration by the Court that neither the Realtor Thomas Lucas d/b/a Opportunity  
8 Homes, LLC, purported purchaser at the HOA sale, nor F. Bondurant, LLC or the  
9 Stokes were bona fide purchasers for value in arms-length, commercially  
10 reasonable transactions, thereby negating any and all of their claimed rights to  
11 ownership of the Subject Property;

12 h. For a declaration and determination that Jimijack is not properly formed as a  
13 business entity and, as such, cannot be a real party in interest or, in any way,  
14 shield the Stokes from being dispossessed of the property by Court order.

15 i. For a declaration and determination that the Stokes' manner for taking title in  
16 their own names while simultaneously claiming Jimijack is the real party in  
17 interest, and implying that their ownership is "Irrevocable" is, at a minimum,  
18 duplicitous and renders their title claims null and void

19 j. For a declaration and determination that F. Bondurant, LLC and the Stokes were  
20 complicit in the fraudulent re-conveyances and are not, in any way, innocent third  
21 parties whose rights are worthy of the Court's protection;

22 k. For a declaration and determination that the HOA sale was not commercially  
23 unreasonable with a sales price at 18% of fair market value;

1 l. For a declaration and determination that the subsequent transfers which gave title  
2 to Counter-Defendants were not commercially reasonable, as only \$1.00 was  
3 given in consideration.

4 m. That Counter-Defendants are not *bona fide* purchasers for value, and that the  
5 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the  
6 *ShadowWood* standards;

7 n. For a preliminary and permanent injunction that Counter-Defendants, their  
8 successors, assigns, and agents are prohibited from conducting a sale or transfer  
9 of the Subject Property, or from encumbering the title to the Subject Property;

10 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
11 and agents be required to segregate and deposit all rents with the Court or to a  
12 Court-approved trust account over which Counter-Defendants have no control;

13 p. For a preliminary injunction that Counter-Defendants, their successors, assigns,  
14 and agents pay all taxes, insurance, HOA dues and fees during the pendency of  
15 these proceedings;

16 q. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent  
17 to two years of rent, property taxes and insurance) and the amount would escalate  
18 during the pendency of this action;

19 r. For treble the actual damages amount as punitive damages to compensate  
20 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,  
21 including fraudulent transfer of the property;

22 s. For general damages in an amount in excess of \$10,000;

23 t. For specific damages in an amount as yet undetermined;

24

1 u. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of  
2 this matter;

3 v. For any other relief the Court may deem just and proper.

4 Dated this \_\_\_ day of November, 2016.

5  
6 

---

NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
nonatobin@gmail.com  
9 *Defendant in Intervention/Counter-Claimant*  
10 *In Proper Person*  
11  
12  
13  
14  
15  
16  
17  
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21  
22  
23  
24

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 Vs.

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

23 Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

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

1  
2 NONA TOBIN, an individual, Trustee of the  
3 GORDON B. HANSEN TRUST, dated  
4 8/22/08

5 Cross-Claimant,

6 vs.

7 SUN CITY ANTHEM COMMUNITY  
8 ASSOCIATION, INC.,

9 Cross-Defendant.

10  
11 **CROSSCLAIM**

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

16 **I.**

17 **PARTIES, JURISDICTION, AND VENUE**

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

23 2. Cross-Defendant, SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., is a  
24 Nevada Non-profit Corporation formed under NRS 82 and operating under NRS 116. HOA

1 conducted its business entirely through HOA AGENTS under contract from inception until HOA  
2 went to self-management on April 1, 2016.

3 3. The March 31, 2014 HOA Management contract was with FirstService Residential,  
4 Nevada, LLC (FSR).

5 4. The February 26, 2010 HOA Management contract was with RMI Management, LLC  
6 (RMI), signed by Kevin Wallace, RMI President.

7 5. The HOA surprisingly contracted separately for debt collection on April 27, 2012  
8 with Red Rock Financial Services (RRFS), although RRFS is not a separate legal entity, and  
9 FSR carries the only NRS 649 debt collector license d/b/a Red Rock Financial Services.

10 6. RMI, FSR and RRFS will be referred to herein collectively as “*HOA AGENTS*” as  
11 they are not as yet existing parties as Named Defendants.

12 7. Counter-Defendants DOES 1-10, and ROE CORPORATIONS 1-10 are unknown at  
13 this time. Cross-Claimant expressly reserves the right to add additional parties when and if the  
14 names of such parties become available.

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

18 9. Venue and jurisdiction is proper as this action is within the jurisdictional limits of this  
19 Court. Venue is proper because the Subject Property involved in this case is located in, and the  
20 disputed HOA sale giving rise to Cross-Claimant’s claims occurred in Clark County, Nevada.

21 10. This Court has the authority to unwind and nullify all title changes precipitated by the  
22 fatally-flawed HOA sale and return title to the Gordon B. Hansen Trust “GBH TRUST”, that  
23 was the titleholder at the time of the sale, on August 15, 2014, subject to whatever liens as may  
24 later be determined to encumber the title.

1 ///

2 ///

3 **II.**

4 **STATEMENT OF FACTS**

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

7 8. Gordon B. Hansen (Herein "*GBH*" or "*Hansen*") owned the Subject Property from  
8 the time it was built in 2003, and originally held title with his then-wife, Marilyn.

9 9. Marilyn Hansen executed a Quit Claim Deed on June 4, 2004 (recorded June 11,  
10 2004) granting her marital interest in the Subject Property to him as his sole Subject Property in  
11 the divorce settlement.

12 10. GBH recorded the transfer of the Subject Property into the Gordon B. Hansen Trust,  
13 dated August 22, 2008, on August 27, 2008, and the GBH TRUST retained the title until the  
14 disputed HOA foreclosure sale on August 15, 2014.

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

18 12. Nona TOBIN (Herein "*Counter-Claimant*" or "*TOBIN*") became the Successor  
19 Trustee of the GBH TRUST upon the Grantor's death. TOBIN was the fiancée, and later, the  
20 caregiver for Hansen.

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

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

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

5        16.    Rather than abandon the Subject Property or to allow it to fall into disrepair and  
6 become a blight in this HOA, TOBIN allowed the renters who were down on their luck to remain  
7 rent-free as caretakers after Hansen’s death. Within a few weeks, TOBIN listed the Subject  
8 Property for a short sale with Proudfit Realty in February, 2012, and it was on the market for 459  
9 days, during which there were two contingent sales.

10       17.    In spite of TOBIN’s attempts to minimize deterioration of the Subject Property which  
11 she believed to be solely in the financial interest of the bank, Bank of America (Herein “*BANA*”)  
12 refused to protect the Subject Property, engaged in abusive debt collection practices, robo-calling  
13 TOBIN’s residence up to 500 times while simultaneously refusing to close multiple escrows and  
14 even refusing to accept TOBIN’s offer of a deed in lieu in July, 2013.

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

18       19.    After six months of *BANA*’s losing documents, demanding repeated submission of  
19 dozens of pages of documents, and *BANA*’s Investor’s refusal to accept any appraisals or offers,  
20 the Buyers withdrew their offer and moved out in April, 2013.

21       20.    In May, 2013, TOBIN accepted a \$395,000 offer, contingent on *BANA*’s Investor’s  
22 approval (\$6,000 above the \$389,000 balance due on the loan and \$80,000 above the appraisal),  
23 but after two months of hassles and problems with *BANA*’s closing escrow, the offer was  
24 withdrawn.



1 21. Due to BANA's Investor's non-acceptance of the offer, the full payment of all HOA  
2 claims was also lost, i.e. \$2,317 from Buyer and \$3,055.47 from BANA for delinquent dues, late  
3 fees, and collection charges, and the asset enhancement fee (1/3 of 1% of gross sales price  
4 required by CC&Rs section 8.12).

5 22. TOBIN paid the HOA dues for the Subject Property through September 30, 2012. until  
6 The first quarter of nonpayment of HOA dues began October 1, 2012, and the first day of actual  
7 and continuing delinquency was October 31, 2012.

8 23. HOA AGENTS erroneously reported to the Board, and ultimately, falsely recorded on  
9 the Lien and notices of Default and Election to Sell (NODES), that there were no payments since  
10 July 1, 2012.

11 24. HOA AGENTS did not correctly process TOBIN's check (\$300 for July 1 \$275 dues  
12 + July 31 \$25 late fee for Subject Property) delivered to the HOA on August 17, 2012 (together  
13 with her properly-processed HOA dues check for TOBIN's residence), and the account was  
14 erroneously placed pre-maturely into collections on September 17, 2012, 43 days before the first  
15 day of actual delinquency.

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

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

1 27. All notices from HOA AGENTS were given to the Realtors who also processed the  
2 RRFS payoff demands sent to servicing bank, Bank of America (BANA) or, after December 1,  
3 2013, to the new servicing bank, Nationstar, during the various escrows.

4 28. When TOBIN, in complete frustration, offered the keys to BANA, she notified them  
5 that she would no longer financially support the Subject Property in the face of their neglect and  
6 abuse. TOBIN stopped paying for, and turned off, the utilities.

7 29. BANA took possession by changing the locks and putting a lock box on the house,  
8 but refused to pay for utilities or do anything at all to preserve the Subject Property. Once the  
9 utilities were turned off, TOBIN had to deal with City of Henderson Code Compliance to drain  
10 the pool when it turned green.

11 30. BANA required TOBIN to go through a several month process to determine if the  
12 Subject Property qualified for a "deed-in-lieu" and then notified TOBIN verbally that it did not  
13 qualify, and that BANA was closing the file with no action. BANA did not return possession or  
14 change locks back and did not remove the lockbox when they refused to take title.

15 31. BANA sent TOBIN a written notice that Nationstar would be the new servicing bank  
16 for the loan effective December 1, 2013, and BANA was never heard from again.

17 32. Exhausted from, by then, two years of debt collection harassment from BANA and  
18 then Nationstar as well as having serious concerns about the liability to the Trust of having title to  
19 the vacant Subject Property without having possession of it, TOBIN asked Realtor Craig LEIDY  
20 (Herein "*LEIDY*") to help her. LEIDY inspected the house and found that BANA had only  
21 secured the front door, but had left the back door unlocked.

22 33. TOBIN re-took possession of the unlocked house and signed a new listing agreement  
23 with Realtor Craig LEIDY, Berkshire Hathaway Home Services (BHHS) f/k/a Prudential, on  
24 February 20, 2014 through June 20, 2014, which was later extended to October 31, 2014.

1 34. TOBIN signed a "Do Not Call" form to get Nationstar to deal only with LEIDY, but no  
2 sooner had the bank robo-calls stopped, and TOBIN was inundated with bank-demanded  
3 documents to sign to get a short sale approved and the HOA AGENT, Red Rock Financial  
4 Services (RRFS) intensified its demands.

5 35. TOBIN gave LEIDY the February 12, 2014 HOA Notice of Sale (NOS) that the HOA  
6 sale was scheduled on March 7, 2014. LEIDY went to RRFS office and met with Agent Christie  
7 Marling because there were immediate offers on the Subject Property to get the HOA sale  
8 postponed.

9 36. Before the HOA sale was actually held, there were multiple postponements because,  
10 upon information and belief, there were multiple offers, an internet auction, and several  
11 contingency sales that fell out of escrow due to repeated refusals by the Investor to accept offers.

12 37. The HOA sale was actually held on August 15, 2014 with no notice to Cross-  
13 Claimant's BHHS agent LEIDY who had requested and received notices previously.

14 38. As soon as LUCAS notified LEIDY of the new planned date for the HOA sale, LEIDY  
15 attempted to reach RRFS agent Christie Marling, but she was unavailable to respond to his  
16 request for postponement.

17 39. TOBIN only found out the sale had occurred after the fact verbally from LEIDY, and  
18 never received notice herself, written or verbal, from the HOA or HOA AGENTS that the HOA  
19 sale was to be held, or had been held, and

20 40. That all the title rights of the GBH TRUST to the Subject Property were taken without  
21 notice which had been requested.

22 41. That the HOA foreclosure sale violated Nevada law, and was procedurally defective,  
23 and thus, null, and *void*.

24

1 42. That the HOA sale was procedurally defective and thereby abridged Counter-  
2 Claimant's title and other Subject Property rights without Constitutionally-, statutorily- and  
3 procedurally-mandated due process.

4 43. That due to the fact that the Subject Property was purchased at the HOA sale for less  
5 than 20% of the fair market value to a licensed Realtor with specific knowledge of the issues with  
6 the chain of title, the Buyer at the HOA sale was not a *bona fide* purchaser.

7 44. That the HOA sale was void as statutorily non-compliant;

8 45. That HOA AGENTS illegally held the HOA sale without completing the mandatory  
9 pre-foreclosure mediation process and

10 46. That HOA AGENTS withheld and/or provided false information to enforcement  
11 officials to evade detection of their illegal acts which resulted in the wrongful foreclosure of the  
12 Subject Property and damages to Cross-Complainant by the loss of title, possession, and use of  
13 said Subject Property.

14 **FIRST CAUSE OF ACTION:**

15 **Wrongful Foreclosure (Against The HOA and HOA AGENTS)**  
16 **Statutorily Non-Compliant**

17 47. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
18 forth herein.

19 48. The HOA did not conduct an equitable, Constitutionally-valid foreclosure sale in  
20 compliance with the mandatory pre-requisites and conditions defined in the governing statutes  
21 NRS (2013) 116.31162-NRS 116.31168, NRS 38.310(a), NRS 116.31085.

22 49. NRS 116.3116 was violated by HOA AGENTS in that the December 14, 2012 lien  
23 included unauthorized and false charges.

24 50. NRS 116.31162 was violated by HOA AGENTS in that the non-conforming notices

1 were not consistently, or timely, sent to the Owner's address of record, and the pattern resulted in  
2 the unfair removal of the owners' Subject Property rights without due process and for the unjust  
3 enrichment of HOA AGENTS and their confederates.

4 51. There are defects with the notice of sale that the Court should rule rendered it invalid:

5 1) LEIDY had previously received four requested notices of changes to the original March 7,  
6 2014 sale date, but was not notified when the sale actually occurred; 2) HOA AGENTS falsely  
7 told Nevada enforcement agents that the Notice of Sale was canceled on May 15, 2014 because  
8 the "owner was retained".

9 52. NRS 116.31164 was violated by HOA AGENTS in that 1) oral postponement of the  
10 sale exceeded NRS 107 limits; 2) HOA AGENTS structured the collection and foreclosure  
11 process to their own unjust enrichment instead of exclusively for the benefit of the HOA which  
12 had the statutory right to bid on and own the Subject Property, sue or take other actions beside  
13 foreclosure; 3) Violated Section 3(b) by failing to deliver a copy of the Foreclosure Deed to the  
14 Nevada Real Estate Division (NRED) Ombudsman (OMB) within 30 days after the sale. This  
15 intentional failure allowed HOA AGENTS to keep covert the fact that they held the HOA sale  
16 illegally after falsely telling the Ombudsman (OMB) that the Notice of Sale (NOS) was canceled  
17 on May 15, 2014 because the "owner was retained."

18 53. NRS 116.31085 governs limitations on power of executive board to meet in executive  
19 session; procedure governing hearings on alleged violations; requirements concerning minutes of  
20 certain meetings. The guaranteed forms of due process were not provided in that: a) The HOA  
21 Board did not hold a hearing allowing b) presentation of evidence c) right to counsel, d) the right  
22 to present witnesses or comply with section (5)...provide even "the minimum protections that  
23 the executive board must provide before it may make a decision. The provisions of subsection 4  
24 do not preempt any provisions of the governing documents that provide greater protections."

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

8 **SECOND CAUSE OF ACTION:**

9 **Failure To Provide Due Process: Procedurally Noncompliant**  
10 **(Against The HOA And HOA AGENTS)**

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

13 56. Cross-Claimant was damaged and suffered the loss of the Subject Property without  
14 being provided due process because the HOA failed to conform to the procedural due process  
15 requirements mandated by their Governing Documents, their HOA Rules and Regulations, and  
16 their Resolution Establishing the Governing Documents Enforcement Policy & Process.

17 57. The “greater protections”, guaranteed by both the HOA Bylaws and the HOA’s  
18 November 17, 2011 Resolution Establishing the Governing Documents Enforcement Policy &  
19 Process, were not utilized in this case, resulting in further procedural due process violations  
20 against TOBIN which contribute to the justification for voiding the HOA sale.

21 58. On August 13, 2014, exactly two days before the surprise HOA foreclosure sale was  
22 held, a Notice of Sanctions was sent to TOBIN’s residence, notifying the owner of the Subject  
23 Property of the procedural due process being offered to address an allegation of dead plants on  
24 the Subject Property, an outstanding example of how the process was supposed to be handled

1 when done correctly and how well HOA AGENTS knew to apply the procedure for handling  
2 allegations of CC&R violations when applied to trivial violations.

3 59. The HOA Board, as a standard practice, made the most momentous decision about the  
4 Subject Property and the appropriate sanction for the owner in delinquency, i.e. whether a) to  
5 purchase the Subject Property, b) to offer a payment plan or other mitigation, c) to sue in small  
6 claims court or d) or to foreclose thereby issuing the ultimate sanction of completely losing the  
7 \$400,000 Subject Property, based solely on allegations made in secret by its Managing Agent  
8 (FSR) and its Debt Collector Agent (FSR d/b/a RRFS).

9 60. That HPA Agents are financially incentivized to disregard the HOA member's rights  
10 to due process and to manipulate the HOA Board into essentially having only a "kangaroo court"  
11 for collections issues.

12 61. The HOA and HOA AGENTS failed to conform to the very specific steps "that  
13 provide greater protections" and are required whenever there is an allegation that a homeowner  
14 has violated the governing documents that may result in a sanction, e.g., 1) notice of the violation  
15 and possible sanction, 2) request for the owner to reply in writing, and 3) a notification that a  
16 hearing will be held at a specific time/day, and 4) that the owner has a chance to reschedule it  
17 once. None of these greater protections were offered in this case that led to the sanction of losing  
18 all rights to a house valued at approximately \$400,000.

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

23 63. That the resolution provided guaranteed due process including a) a hearing is held  
24 which the Owner may choose to attend, b) a decision is made, c) a Notice of Sanctions letter

1 goes to the Owner that d) allows the Owner 15 days to e) appeal to the Board of Directors, e)  
2 The Board reviews the appeal in executive session, f) but allows the Owner to make a statement  
3 to the Board and then g) the HOA Board makes its decision in private. Again, none of these due  
4 process steps happened in this case.

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

8 64. The resolution articulates two exceptions to the standard notices required before an  
9 HOA member can be sanctioned for an alleged violation of the CC&Rs procedures when the  
10 allegation is a collections issue, both of which are cryptic to the point of being nonsensical and  
11 seriously beg the question of Constitutionality:

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

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

17 67. Whatever those two exceptions may mean or don't mean, there simply was no  
18 invitation to a hearing, no appeal, and no notice that the decision had been made to foreclose by  
19 the HOA Board.

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

23 69. The extreme irony is that at the exact same time, relating to the exact same Subject  
24 Property, an allegation was made of a trivial violation of the CC&Rs, i.e., dead plants, for which



1 the exact same Owner could be sanctioned. for this trivial violation of the CC&Rs for which the  
2 full due process.

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

5 71. a) with notice of the violation of dead plants,

6 72. b) with the possible sanction of \$100,

7 73. c) a hearing

8 74. d) that the owner could attend,

9 75. e) opportunity to defend against the allegations,

10 76. f) appeal to the Board, and then

11 77. g) on August 13, 2014 the Notice Sanctions for of \$100, two days before the surprise  
12 HOA sale took all Cross-Claimant's rights the \$400,000 house without any due process or even  
13 notice afterward that the sale had occurred.

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

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

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1 **THIRD CAUSE OF ACTION:**

2 **CIVIL CONSPIRACY**

3 **(Against HOA AGENTS)**

4 80. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
5 forth herein All the elements of an actionable conspiracy were met in this case: a) two or more  
6 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
7 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
8 damages.

9 81. That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly  
10 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and  
11 undeserving fellow conspirators.

12 82. That HOA AGENTS, RMI, RMI President, Kevin Wallace; FSR, FSR President  
13 Steven Parker; RRFS President Joel Just; RRFS agents Christie Marling, Rebecca Tom,  
14 Eungel Watson; BHHS Realtor Thomas LUCAS; Joel and Sandra Stokes; Attorney Joseph  
15 Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of  
16 defaulted F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa;  
17 BHHS Realtor Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee,  
18 and fictitious Defendants, acted covertly, in concert to:

19 83. Conduct and/or participate in the HOA sale from which others were excluded; and/or  
20 concealed the true nature, financing and timing of subsequent transfers of title and/or to  
21 market the Subject Property utilizing: a) improper, insufficient and selective notification, b)  
22 through the use of bogus and/or illegally structured entities, c) providing false information to  
23 enforcement agencies and the HOA Board d) misusing the MLS system and other methods.

24 84. HOA AGENTS and others complicit in fraudulent conduct of HOA sale and re-  
conveyance of Subject Property to non-bona fide purchasers to unfairly deprive Cross-

1 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual  
2 sale was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA  
3 foreclosure Subject Property from RRFS, but did not give notice of the actual sale to Cross-  
4 Claimant's agent, BHHS Realtor Craig LEIDY.

5 85. That it is unknown if any notices, or other publicity, made the date of the HOA sale  
6 was actually held known to any other party besides BHHS Realtor Thomas LUCAS.

7 86. Cross-claimant alleges that conspirators have illegally used improperly licensed and  
8 registered entities to further their unfair enterprises and concealing and perpetrating unlawful  
9 conveyance of the Subject Property for their unjust enrichment which resulted in Cross-  
10 Claimant's loss of title and possession of the Subject Property through:

- 11 a) formation and use of a corporation to transfer to it the existing liability of another  
12 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 13 b) the concealment and misrepresentation of the identity of the responsible  
14 ownership, management and financial interest [210 Cal. App. 2d 840]
- 15 c) disregard of legal formalities and the failure to maintain arm's length relationships  
16 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 17 d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
18 venture or the business of an individual or another corporation (McCombs v.  
19 Rudman, supra, 197 Cal. App. 2d 46; Asamen v. Thompson, supra, 55 Cal. App.  
20 2d 661)
- 21 e) the use of the same office or business location; the employment of the same  
22 employees and/or attorney (McCombs v. Rudman, supra; Talbot v. Fresno-Pacific  
23 Corp., supra; Thomson v. L. C. Roney Co., supra; Pan Pacific Sash & Door Co. v.  
24 Greendale Park, Inc., supra)

1 f) the confusion of the records of the separate entities [210 Cal. App. 2d  
2 839] (Riddle v. Leuschner, supra, 51 Cal. 2d 574)

3 87. That Cross-Defendants' conduct deviated from the usual course of business and the  
4 customary written documentation, purchase agreements, neutral escrow for proper handling  
5 and accounting for funds taken in and disbursed, and proper recording of instruments of  
6 conveyance, thereby perpetuating a fraud which caused damages to Cross-Claimant  
7 Claimant alleges that the conspiring Realtors Cross-Claimant alleges that in order to facilitate  
8 transfers that allowed fellow conspirators to evade paying the required real Subject Property  
9 transfer taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement  
10 Fees, the conspirators:

- 11 a) violated their licenses to facilitate fraudulent conveyances,
- 12 b) utilized insider information in violation of the Exclusive Agency agreement TOBIN  
13 had with BHHS, Forrest Barbee, Broker to purchase at the HOA sale;
- 14 c) violated MLS directives to market the Subject Property,
- 15 d) caused to be recorded the fraudulent June 9, 2015 Quit Claim Deeds that falsified  
16 the chain of title;

17 **FOURTH CAUSE OF ACTION:**  
18 **FRAUDULENT CONCEALMENT**  
19 **(Against HOA AGENTS)**

20  
21 88. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set  
22 forth herein, and further alleges:

23 89. That the HOA AGENTS withheld/provided false information to enforcement officials  
24 to conceal illegal conduct of HOA sale.

1 90. That the HOA AGENTS violated NRS 38.310 (1)(a) that defines mediation as a  
2 necessary prerequisite of a valid HOA foreclosure.

3 91. That the HOA AGENTS violated NAC 116A.345 (2)(b) by providing false  
4 information to enforcement officials by telling the Ombudsman (OMB) that the “Owner was  
5 retained” so the HOA could avoid completing the mandatory mediation process and still  
6 conduct the foreclosure sale,

7 92. That the HOA AGENTS tricked the OMB into believing that the mediation process  
8 was no longer necessary by telling the OMB the “Owner was retained.”

9 93. That the enforcement agency canceled the “OMB NOS” (Notice of Sale) case on May  
10 15, 2014.

11 94. After deceiving the enforcement agency, HOA AGENTS held the foreclosure sale on  
12 August 15, 2014, illegally anyway, even though the mandatory NOS process was cancelled  
13 on May 15, 2014 based on their deception thereby permitting HOA AGENTS to evade  
14 enforcement by having the sale without having done the required mediation and without the  
15 OMB certificate of completion required by NAC 38.350 (7)(a).

16 95. That the HOA AGENTS concealed the unlawful sale by failing to deliver the  
17 Foreclosure Deed to the OMB within 30 days as required (per 2013) NRS 116.31164 (3)(b).

18 96. That the HOA AGENTS thereby thwarted the NRED from exercising its enforcement  
19 authority granted to them by NRS 116.615 and NRS 116.625 to prevent the unlawful sale,  
20 thereby taking away the Subject Property rights of the heirs of the legitimate homeowner  
21 without constitutionally-protected and statutorily-defined due process.

22 //

23 //

1 **FIFTH CAUSE OF ACTION:**

2 **UNJUST ENRICHMENT**

3 **(Against HOA AGENTS)**

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

6 98. 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 99. That HOA AGENTS unjustly and covertly failed to distribute the \$63,100 proceeds  
9 of the sale as mandated by 2013 NRS 116.31164 (3)(c), in that:

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

14 b) There was no expense of securing possession. The Subject Property was vacant, and  
15 the key just handed to the Buyer.

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

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

1 receive the excess proceeds, none of the lienholders properly accounted for  
2 receiving any funds, and 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  
5 AGENTS were treating the bank loan as "extinguished". In response to direct  
6 inquiries, HOA AGENTS were deceptive and refused to speak with TOBIN about  
7 the claim, stating at different times in late 2014: 1) that she had no standing, 2) that  
8 RRFS had no record of her in relation to the Subject Property, and 3) that RRFS had  
9 turned the money over to the court to distribute.

10 **SIXTH CAUSE OF ACTION:**

11 **BREACH OF CONTRACT**

12 **(Against HOA and HOA AGENTS)**

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

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

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

1 103. Although the HOA is responsible for the acts of its agents under the principle of  
2 Respondeat Superior, it cannot be ignored that HOA AGENTS used deceit and trickery,  
3 usurped the HOA Board's authority, failed to act as fiduciaries, and covertly engaged in foul  
4 play for their own unjust profit at the expense of Cross-Claimant and this HOA, if not many  
5 others.

6 104. On August 15, 2014 the HOA AGENT FSR d/b/a RRFS held the HOA sale without  
7 any notice to the owner. After the illegal sale, the HOA AGENTS not only did not provide a  
8 Notice of Sanctions Letter or in any way communicate that HOA AGENTS had used the  
9 HOA's authority to take the ultimate sanction against the owner without due process.

10 105. NRS 116.1113 imposes an obligation of good faith which was violated by HOA  
11 AGENTS when they conducted the HOA sale for their own enrichment and in violation of the  
12 rights of due process of TOBIN and their contractual and fiduciary obligations to the HOA whose  
13 authority they usurped.

14 106. That the HOA has separate contracts with the Managing Agent (FSR) and its Debt  
15 Collector Agent (RRFS) who failed to disclose that it is actually the Managing Agent (FSR) that  
16 holds the debt collection license d/b/a RRFS and that separate contracts is a ruse.

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

20 108. Failure to disclose this very significant financial conflict of interest in addition to HOA  
21 AGENTS' multiple violations of laws, regulations, and the governing documents invokes section  
22 5.3 of the March 31, 2014 FSR Management Agency Agreement that requires FSR to defend,  
23 indemnify and hold HOA harmless for FSR's negligence and statutory and procedural violations.



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

4 110. HOA AGENTS' actions in violating statutes violates the contract provision in the  
5 FSR Management Agreement requiring FSR to manage the HOA "...pursuant to all  
6 provisions of the NRS and NAC pertaining to the governance of ...(HOAs)". FSR violations:

- 7 a) NRS 116.1113 Violation of duty of good faith
- 8 b) NRS 116A.630 (1)(a) Violation of fiduciary duty
- 9 c) NRS 116A.630 (1)(b) Failure to exercise ordinary and reasonable care
- 10 d) NRS 116A.620 Failure to comply with statutory standards of practice
- 11 e) 116A.355(2)(f) Failure to disclose to a client any material fact
- 12 f) NRS 116A.355(2)(h) Failure to account for or remit money within a reasonable  
13 time
- 14 g) NRS 16A.355(2) (i) Exceeded the authority granted to him or her by the client
- 15 h) NRS 116A.345(9) Collecting fees or charges that were not specified in the  
16 management agreement
- 17 i) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the  
18 Association and the Division.

19  
20 **PRAYER**

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

- 23 a. For a declaration and determination that the HOA Sale is null, void, and did  
24 not convey title from, or in any way diminish, Cross-Claimant's right to

1 possession, use and profit from the Subject Property;

2 b. For a declaration and determination that the HOA sale was invalid and null  
3 and void for the HOA's and HOA AGENTS' statutory and procedural  
4 violations;

5 c. For a declaration and determination that the conduct of Cross-Defendant HOA  
6 AGENTS in connection with the HOA sale and the subsequent transfer of title  
7 to Counter-Defendants was accompanied by actual fraud, deceit, or trickery  
8 for which HOA and HOA AGENTS are liable to pay punitive damages to  
9 Cross-Claimant;

10 d. For a declaration and determination that any and all of their claimed rights to  
11 ownership of the Subject Property by Realtor Thomas LUCAS d/b/a  
12 Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen K. Lee  
13 and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and void  
14 due to their complicity with HOA AGENTS' actions and omissions in failing  
15 to conduct arms-length, commercially reasonable transactions that resulted in  
16 fraudulent conveyances to non-bona-fide purchasers for value;

17 e. That Counter-Defendants are not *bona fide* purchasers for value, and that the  
18 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the  
19 *ShadowWood* standards;

20 f. For general damages in an amount in excess of \$10,000;

21 g. For treble actual damages in punitive damages to compensate for HOA  
22 AGENTS' complicity in the illegal actions, including fraudulent transfer of  
23 the Subject Property;

24 h. For specific damages in an amount as yet undetermined;

1 i. For reasonable costs and fees incurred by Counter-Claimant for the  
2 prosecution of this matter;

3 j. For any other relief the Court may deem just and proper.

4 Dated this \_\_\_\_ day of November, 2016.

5  
6 \_\_\_\_\_  
7 NONA TOBIN, Trustee  
8 Gordon B. Hansen Trust, Dated 8/22/08  
9 2664 Olivia Heights Avenue  
10 Henderson NV 89052  
11 Phone: (702) 465-2199  
12 nonaTOBIN@gmail.com  
13 *Defendant-in-Intervention, Cross-Claimant*  
14 *In Proper Person*  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

23 Counter-Defendants

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S CROSSCLAIM  
AGAINST THOMAS LUCAS D/B/A  
OPPORTUNITY HOMES, LLC**

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 (Herein "*HOA dues*").

22 2. Cross-Defendant TOMAS LUCAS (Herein "*LUCAS*") is a licensed Realtor (license  
23 number BS.0000599) who works for Berkshire Hathaway Nevada Properties (Herein "*BHHS*")  
24 under the Broker, Forrest Barbee, at 3185 St. Rose Parkway #100, Henderson, 89052.

3. OPPORTUNITY HOMES, LLC (Herein "*OP HOMES*") was registered with the

1 Nevada Secretary of State on March 21, 2014 as a Limited Liability Company (#E0150942014-  
2 3), listing no members and only naming LUCAS as both the sole Manager and the Non-  
3 commercial Registered Agent. No physical address was given to the Nevada Secretary of State  
4 (NV SOS) as required to register as an LLC, only 2657 Windmill Parkway, Suite 145,  
5 Henderson 89074, which is actually a mail box in Mail Box etc. and will not accept process of  
6 service.

7 4. 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 5. Subject Property is located in a Homeowners association called: Sun City Anthem  
11 Community Association, Inc. (Herein, "HOA").

12 6. The real property involved is located within the jurisdictional limits of the court.

13 7. The parties live and/or do business within City of Henderson and Clark County,  
14 Nevada.

15 8. 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 5 at 15.

17 **FIRST CAUSE OF ACTION:**

18 **QUIET TITLE AND EQUITABLE RELIEF**

19 **(Rescinded Notice of Default, Cancelled Notice of Sale, No Bona Fide Purchaser)**

20  
21 9. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
22 herein, and further alleges:

23 10. That although NRS 116.31166 (2013), states that certain recitals in an HOA trustee's  
24 sale deed are "conclusive proof of the matters recited," that is insufficient to render such deeds

1 unassailable per *Shadow Wood HOA v. N.Y. Cmty. Bancorp* 132 Nev. Adv. Op. No. 5 because,  
2 as in this case, misrepresentation and fraud was involved.

3 11. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included  
4 the false recitals claiming that:

5 “AGENT STATES THAT: This conveyance is made pursuant to the powers  
6 conferred upon agent by Nevada Revised Statutes, the Sun City Anthem  
7 Community Association governing documents (CC&R's) and that certain Lien for  
8 Delinquent Assessments, described herein. Default occurred as set forth in a Notice of  
9 Default *and* Election to Sell, recorded on 03/12/2013 as instrument number 0000847  
10 Book 20130312 which was recorded in the office of the recorder of said county. Red  
11 Rock Financial Services has complied with all requirements of law including, but not  
12 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.”

13 12. That the claim on the Deed that the property was sold at “...public auction on 08/15/14,  
14 at the place indicated on the Notice of Sale...” is false by the omission of “at the time” in that the  
15 only published Notice of Sale stated the sale would be held on March 7, 2014.

16 13. That there was never any published notice that the HOA sale would actually be held at  
17 a time other than 10 AM on March 7, 2014, despite there being at least four postponements.

18 14. That the claims made on the foreclosure deed are false in that they are based on the  
19 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book  
20 20130312.

21 15. The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,  
22 2013 instrument number 201304030001569 which stated:

23 “Red Rock Financial Services and/or Sun City Anthem Community  
24 Association does hereby cancel, rescind and withdraw the Notice of Default

1 and Election to Sell Pursuant to the Lien for Delinquent Assessments,  
2 recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847  
3 of the Official Records in the Office of the Recorder of Clark County,  
4 Nevada.”

5 16. Further, that the claim that there was a “Notice of Sale” in effect at the time of the HOA  
6 sale as described in the Foreclosure Deed is false in that the Nevada Real Estate Division  
7 Ombudsman (OMB) had been told by Red Rock Financial Services that the “OMB Notice of  
8 Sale” pre-foreclosure mediation process should be cancelled because “Owner was Retained”.

9 17. That this false information, “Owner was Retained”, provided to enforcement officials  
10 caused the Ombudsman to cancel the Notice of Sale on May 15, 2014, resulting in the August 15,  
11 2014 sale HOA Agents held illegally to be statutorily non-compliant and therefore, null and void.

12 18. That Realtor Thomas Lucas d/b/a Opportunity Homes LLC was Not a Bona Fide  
13 Purchaser for Value in an Arms-Length Transaction .

14 19. That the HOA sale is void as there was no bona fide purchaser per NRS 111.180, who  
15 had no unfair advantage over other potential bidders who met the statutory conditions: 1) act in  
16 good faith; 2) purchase for valuable consideration; and 3) not have actual knowledge, constructive  
17 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
18 interest to, the real property.

19 20. That the Buyer, Realtor Thomas LUCAS (Herein “LUCAS”) d/b/a OPPORTUNITY  
20 HOMES (Herein “OP HOMES”) does not meet any of these criteria.

21 21. That the “Good Faith” condition was not met. OP HOMES was the name in which  
22 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is  
23 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would  
24 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an  
LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge “the legal existence of any



1 party” is to be made by “specific negative averment, which shall include such supporting  
2 particulars as are peculiarly within the pleader’s knowledge.”

3 22. That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of  
4 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a  
5 court of competent jurisdiction.

6 23. That there are irregularities in OP HOMES corporate filings, which exists in the public  
7 record, and indicate bad faith as well as specific violations of Nevada, Clark County, and City of  
8 Henderson statutes and ordinances governing commercial registration and business licensing:

9 24. a) an attempt to conceal ownership by claiming to be a Manager rather than a Member  
10 (NRS 86.151),

11 25. b) Articles of Organization do not identify a physical residential or office address as  
12 required by NRS 86.161.

13 26. c) LUCAS is listed as OP HOMES’ only Manager and the Noncommercial Registered  
14 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a  
15 mail box. (NRS 86.231).

16 27. d) LLC registered with only an unverifiable address that cannot be used for service of  
17 summons, a violation of NRS 86.231. Affidavit of due diligence filed on January 26, 2016,  
18 illustrates the problem created in this case.

19 28. e) that there is no public record of any business licenses in Henderson or Clark County  
20 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY  
21 HOMES LLC.

22 29. That the second condition was not met: “Purchase for valuable consideration.” The  
23 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the  
24 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS

1 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has  
2 been established in multiple court cases to be “commercially unreasonable.” *Shadow Wood*  
3 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*  
4 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)(“A court is warranted in invalidating a  
5 sale where the price is less than 20 percent of fair market ....”).

6 30. That the third condition was not met: Buyer must not have “actual knowledge,  
7 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,  
8 title or interest to, the real property.”

9 31. LUCAS had an existing commercial relationship with HOA Agent, Red Rock Financial  
10 Services (RRFS) that conducted the disputed HOA sale and was a previous purchaser as OP  
11 HOMES, LLC, of at least one other HOA foreclosure sale conducted by the same RRFS agent as  
12 the one who managed the HOA sale of the Subject Property.

13 32. That the corporate veil must be pierced as OP HOMES, LLC, is not a legally valid  
14 entity, buy an alter-ego of LUCAS.

15 33. That OP HOMES served the illegal purpose of allowing BHHS Realtor Thomas  
16 LUCAS to unfairly and covertly utilize the insider information he obtained as a licensee.

17 34. That LUCAS violated his duties as a BHHS Realtor and violated protections  
18 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated  
19 8/22/08 had with LUCAS’ BHHS Broker, Forrest Barbee.

20 35. That it is a thinly-disguised fiction that LUCAS’ alter ego, OP HOMES, LLC,  
21 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his  
22 position at BHHS, insider knowledge and BHHS Realtor license.

23 36. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell  
24 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein “*Leidy*”),

1 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under  
2 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through  
3 October 31, 2014.

4 37. Thomas LUCAS was also a Realtor (Nevada Realtor license BS.0000599) working  
5 under Broker Forrest Barbee at BHHS, a position from which Thomas LUCAS had actual or  
6 constructive notice of: a) problems with the title, b) the pre-sale disputes between the owner and  
7 Nationstar over their refusal to name the investor, c) the refusal of the “investor” to close escrow  
8 after a \$350,000 bid in a public auction BHHS agent Leidy put on [www.auction.com](http://www.auction.com) two months  
9 before the sale, instructing Leidy to re-list it at a higher price, and d) the bank’s “investor’s”  
10 rejection of a \$375,000 offer on August 1, 2014, two weeks before the HOA sale.

11 38. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to  
12 proceed while the listing agent, Craig Leidy, who had requested (and received notification four  
13 times previously from HOA Agents conducting the sale) was not given notice regarding the  
14 scheduled time for the HOA sale.

15 39. That as a result Cross-Defendants’ breach of contract, Cross-Claimant entitled to a  
16 declaratory judgment, quieting title in her favor.

17  
18 **SECOND CAUSE OF ACTION:**  
19 **BREACH OF BHHS CONTRACT**  
20 **(Against Realtor LUCAS and BHHS Broker and Owner)**

21 40. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
22 herein, and further alleges:

23 41. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor  
24 Craig Leidy (Herein “LEIDY”) of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a

1 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an  
2 original term of February 20, 2014 through June 20, 2014.

3 42. That the ER agreement with BHHS was extended from June 20, 2014 through October  
4 31, 2014 by a change order signed July 25, 2014.

5 43. That Cross-Defendant LUCAS had access to information which prevents him from  
6 being a “bona fide purchaser” due to the fact that now, and at the time of the HOA sale, LUCAS  
7 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the  
8 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months  
9 after the HOA sale.

10 44. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY  
11 HOMES, LLC (Herein “*OP HOMES*”) was actually a sham LLC that served to cloak the identity  
12 of BHHS Realtor LUCAS and served as LUCAS’ alter ego to shield LUCAS from liability for  
13 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and  
14 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the  
15 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the  
16 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to  
17 extend the listing and raise the asking price as demanded by Nationstar’s Investor.

18 45. While there, in the same BHHS office where LUCAS works, TOBIN told BHHS  
19 Realtor, Carlos Caipa (License (S.0047323) that: a) she was fed up with the hassles with the  
20 banks, b) that she had documentation that neither BANA nor Nationstar owned her loan, c) that  
21 Nationstar would never answer her request for them to identify the Investor, and d) that she was  
22 ready to sue them to cancel the debt.

1       46. That TOBIN's disclosure to Caipa in the BHHS office two weeks before the sale,  
2 further indicates that LUCAS had constructive notice of the very information that would  
3 encourage a speculative purchase of Subject Property.

4       47. That the HOA sale was held on August 15, 2014, with no notice given to Cross-  
5 Claimant's BHHS agent LEIDY, who had requested and received notices previously.

6       48. That the purchaser at the HOA sale was BHHS Realtor, LUCAS, d/b/a/  
7 OPPORTUNITY HOMES, LLC, who told Leidy the day before the sale that one of his listings  
8 was to be sold the next day, and since LUCAS was going to bid on it, he asked Leidy for  
9 information about the property.

10       49. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA  
11 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for  
12 postponement.

13       50. That on August 29, 2014, LEIDY sent TOBIN an email with a  
14 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)  
15 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five  
16 days after the HOA sale).

17       51. That LEIDY claimed that the termination of the listing would stop the calls on the  
18 property and that "*The new owner is an agent in our office by the name of Tom Lucas. He intends*  
19 *to keep the property.*"

20       52. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused  
21 to cancel the BHHS ER listing agreement.

22       53. That Cross-claimant summarized her understanding of LUCAS and BHHS' role in the  
23 HOA sale in that same September 11, 2014 email to LEIDY:  
24

1                    *“Then on August 15 I emailed you that there had been an HOA*  
2 *committee hearing about the dead plants and that a clock starting on fines.*  
3 *After that you called me and said a lot had been happening since we had*  
4 *spoken, to wit:*

5                    1.     *there had been a foreclosure sale by Red Rock for delinquent HOA*  
6 *dues at some unspecified time*

7                    2.     *the new owner was a friend of yours and an agent in your Berkshire*  
8 *Hathaway office*

9                    3.     *the purchase price had been \$63,000*

10                   4.     *the trust no longer had any responsibilities or concerns about the*  
11 *property as all the headaches now belonged to the new owner*

12                   5.     *you would no longer be working with me/the Trust; you would be*  
13 *working with the new owner to negotiate whatever needed to be resolved*  
14 *with the bank, the HOA etc.”*

15                   54.     That email exchanges between TOBIN and LEIDY from July 24, 2014 through October  
16 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive  
17 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that  
18 Nationstar was not the beneficiary and would not say who was would not say who the investor  
19 actually was, and

20                   55.     That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS  
21 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the  
22 property and that c) LUCAS contacted LEIDY before the sale to get more information about the  
23 property prior to bidding on it.

24                   56.     That these emails also demonstrate that Red Rock Financial Services (RRFS) did not  
give notice to either Cross-Claimant or her BHHS agent LEIDY about when the HOA sale would  
be held and were deceptive after the HOA sale regarding the distribution of the proceeds and by  
their deception blocked TOBIN from making a legitimate claim to the excess.

1 57. That as a result Cross-Defendant's breach of contract, Cross-Claimant has suffered  
2 damages in an amount in excess of \$10,000.00, and to be determined at trial.

3 **THIRD CAUSE OF ACTION:**

4 **EQUITABLE RELIEF**

5 **(HOA Sale Was Unconscionable and Commercially Unreasonable)**

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

8 59. That per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY*  
9 *Com. Bank* 132 Nev. Adv Op 5 at 15 (2016)) this Court must invalidate the HOA Sale as the sale  
10 price was less than 20% of Fair Market Value and the sale involved unjust enrichment and  
11 fraudulent concealment.

12 60. That, following the guidance of the Court decisions cited below, both the conditions of:  
13 a) unreasonably low price and b) fraudulent, oppressive and unfair conduct by the Cross-  
14 Defendants, LUCAS and HOA and HOA Agents exist in a sufficient degree of severity that the  
15 Court should set aside the HOA sale of the Subject property.

16 61. "Mere inadequacy of price is not sufficient to justify setting aside a foreclosure sale,  
17 absent a showing of fraud, unfairness or oppression". *Turner v. Dewco Services, Inc.*, 87 Nev.  
18 14, 479 P.2d 462 (1971); *Brunzell v. Woodbury*, 85 Nev. 29, 449 P.2d 158 (1969); *Golden v.*  
19 *Tomiyasu*, 79 Nev. 503, 387 P.2d 989(1963), *cert. denied*, 382 U.S. 844, 86 S. Ct. 89, 15 L. Ed.  
20 2d 85 (1965)." *Long v. Towne*, 98 Nev. 11, 14, 639 P.2d 528, 530 (1982).

21 62. That the HOA sale should be set aside for reasons stated in *Parker v. Glenn* 72 Ga. 637  
22 (1884) "when the inadequacy of consideration is great and the notice of sale given by the officers  
23 is vague, or from any act of his, bidders are kept away from the place of sale, who would have bid  
24

1 for the land, if there, an unconscionable advantage was obtained by the purchaser, who bid off the  
2 land at a grossly inadequate price, a court of equity will interfere and set aside the sale so made.”

3 63. That the Restatement of Property: Mortgages 8.3 Comment (c) states that:

4 “Even where the foreclosure price for less than the fair market value cannot  
5 be characterized as ‘grossly inadequate’, if the foreclosure proceeding is  
6 defective under local law in some other respect, a court is warranted in  
7 invalidating the sale and may even be required to do so. Such defects may  
8 include, for example, chilled bidding, an improper time or place of sale,  
9 fraudulent conduct by the mortgagee, a defect notice of sale, or even selling  
10 too much or too little of the mortgaged real estate. For example, even a  
11 slight irregularity of the foreclosure process coupled with a sales price that  
12 is substantially below fair market value may justify or even compel the  
13 invalidation of the sale.” (Emphasis added.)

14 64. That the property was valued of \$353,529 on the State of Nevada Statement of Value  
15 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was  
16 recorded and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less  
17 than 18% of that measure of fair market value (FMV).

18 65. In all measures of fair market value, the sale price of the Subject Property was grossly  
19 inadequate in that it was:

20 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the beneficial interest of which  
21 Nationstar claims,

22 67. 16.2% of the February 13, 2012, \$389,000 unpaid balance on the \$436,000 Deed of  
23 Trust.

24 68. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the  
public auction (www.Auction.com) which Nationstar informed BHHS Listing Agent Craig Leidy  
was required by the Investor, but which the Investor subsequently rejected.

69. 16.8% of the \$375,000 offer Nationstar’s Investor rejected on August 1, 2014, while  
demanding that LEIDY conduct a second www.Auction.com sale and that TOBIN sign a change



1 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA  
2 foreclosure sale.

3 70. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15  
4 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)  
5 Robert Goldsmith.

6 71. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the  
7 same day they filed their original Quiet Title suit against the wrong bank, BANA.

8 72. Cross-Claimant alleges that Court must invalidate the HOA Sale as the sale price was  
9 less than 20% of Fair Market Value and the sale involved unjust enrichment, oppression, fraud  
10 and fraudulent concealment.

11 73. The U.S. Supreme Court in Ballentyne v. Smith 205 U. S. 285 (1907) indicated that  
12 when the inadequacy of price is great, then the slightest circumstances of unfairness will operate  
13 to set aside the sale.

14 74. That as a result Cross-Defendant's illegal purchase of the subject property at the HOA  
15 sale, Cross-Claimant has suffered damages in an amount in excess of \$10,000.00, and to be  
16 determined at trial.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

21 78. That Cross-Defendant LUCAS acted in concert to conceal illegal acts resulting in  
22 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of  
23 undeserving fellow conspirators.

24 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA

1 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-  
2 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual sale  
3 was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure  
4 property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS  
5 Realtor Craig Leidy.

6 80. All the elements of an actionable conspiracy were met in this case: a) two or more  
7 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
8 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
9 damages.

10 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI, RMI President, Kevin  
11 Wallace; FSR, FSR President, Steven Parker; RRFS President, Joel Just; RRFS agents Christie  
12 Marling, Rebecca Tom, Eungel Watson; Joel and Sandra STOKES; Attorney Joseph Hong;  
13 Attorney Peter Mortenson; Notary CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted  
14 F. Bondurant, LLC; Realtor Robert Goldsmith; BHHS Realtor Carlos Caipa; BHHS Realtor  
15 Kristen Madden; BHHS Owner Mark Stark; BHHS Broker, Forrest Barbee, and fictitious  
16 Defendants, acted covertly, in concert to:

- 17 a) Conduct and/or participate in the HOA sale from which others were excluded; and/or  
18 b) concealed the true nature, financing and timing of subsequent transfers of title and/or  
19 c) to market the Subject Property:

20 82. That conspirators have illegally used improperly licensed and registered entities to  
21 further their unfair enterprises and concealing and perpetrating unlawful conveyance of the  
22 Subject Property for their unjust enrichment which resulted in Cross-Claimant's loss of title and  
23 possession of the Subject Property through:

- 24 a) formation and use of a corporation to transfer to it the existing liability of another

- 1 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666);
- 2 b) the concealment and misrepresentation of the identity of the responsible
- 3 ownership, management and financial interest [210 Cal. App. 2d 840];
- 4 c) disregard of legal formalities and the failure to maintain arm's length relationships
- 5 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574);
- 6 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
- 7 venture or the business of an individual or another corporation (McCombs v.
- 8 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
- 9 2d 661;
- 10 e) the use of the same office or business location; the employment of the same
- 11 employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*
- 12 *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*
- 13 *Greendale Park, Inc.*, supra);
- 14 f) the confusion of the records of the separate entities [210 Cal. App. 2d
- 15 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 16 89. That conspirators damaged Cross-Claimant's title rights in that they:
- 17 a) made improper, insufficient and selective notification to the HOA, enforcement
- 18 officials, and Cross-Claimant;
- 19 b) utilized bogus and/or illegally structured entities for fraudulent concealment of their
- 20 illegal acts;
- 21 c) withheld or provided false information to enforcement agencies and the HOA Board
- 22 necessary for them to perform their duties of enforcement and oversight; and/or
- 23 d) misused the Multiple Listing Service (MLS) system, the County land records
- 24 system and other public systems to evade detection.

1 90. That Cross-Defendant LUCAS and the conspiring Realtors facilitated fraudulent  
2 transfers that allowed fellow conspirators to evade paying the required real property transfer  
3 taxes (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees, and in  
4 so doing, the conspirators:

- 5 a) violated their licenses to purchase at the HOA sale and/or to facilitate fraudulent re-  
6 conveyances;
- 7 b) utilized insider information in violation of the Exclusive Agency (ER) agreement  
8 TOBIN had with BHHS Broker, Forrest Barbee;
- 9 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;
- 10 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified  
11 the chain of title;

12 91. That Cross-Defendant LUCAS' conduct deviated from the usual course of business  
13 when conveying property in Nevada and failed to a) utilize the customary written documentation,  
14 b) purchase agreements, c) neutral escrow, d) properly handle and account for funds taken in and  
15 disbursed, and e) properly record instruments of conveyance.

16 92. That as a result Cross-Defendant's acts of civil conspiracy, Cross-Claimant has  
17 suffered damages in an amount in excess of \$10,000.00, and to be determined at trial.

18  
19 **PRAYER**

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

- 22 a. For a declaration and determination that any, and all, of the present and past  
23 claimed rights to ownership of the subject property by Realtor Thomas  
24 LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported purchaser at the

1 HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and the STOKES  
2 and/or Jimijack are null and void due to their complicity with HOA Agents'  
3 actions and omissions in failing to conduct arms-length, commercially  
4 reasonable transactions that resulted in fraudulent conveyances to non-bona-  
5 fide purchasers for value;

6 b. That Cross-Defendant LUCAS was not a *bona fide* purchaser for value, and  
7 that all of the HOA sale-related transfers of subject property failed to meet the  
8 NRS 111.180 or the *ShadowWood* standards;

9 c. For general damages in an amount in excess of \$10,000;

10 d. For treble actual damages in punitive damages to compensate for Cross-  
11 Defendant Realtor THOMAS LUCAS' complicity in the illegal actions,  
12 including fraudulent transfer of the property;

13 e. For specific damages in an amount as yet undetermined;

14 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution  
15 of this matter;

16 g. For any other relief the Court may deem just and proper.

17 Dated this \_\_\_ day of November, 2016.

18  
19  
20 \_\_\_\_\_  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
nonatobin@gmail.com  
21  
22 *Defendant-in-Intervention/Cross-Claimant,*  
23 *In Proper Person*  
24

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  
AGAINST YUEN K. LEE D/B/A F.  
BONDURANT, LLC**

15  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

19 JIMI JACK IRREVOCABLE TRUST;  
20 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
21 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
22 CORPORATIONS XI THROUGH XX,  
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 dated 8/22/08, in proper person, and hereby submits her cross claim against YUEN K. LEE d/b/a  
13 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., Henderson, Nevada.  
17 TOBIN is a both a beneficiary of and the Trustee of the Gordon B. Hansen Trust (Herein "*GBH*  
18 *Trust*"), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein  
19 "*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 TOBIN, Successor Trustee of the Gordon B. Hansen Trust, from February  
3 20, 2014 through October 31, 2014.

4       13. That Thomas Lucas, through his position as a Realtor and BHHS agent that was listing  
5 the Subject Property for sale, had actual or constructive knowledge of the problems that banks  
6 had in approving even full price offers and/or in closing multiple escrows and/or getting title  
7 insurance.

8       14. That the HOA foreclosure sale was held without notice to Counter-Claimant or to her  
9 BHHS listing agent or to any other interested party, but notice was given to BHHS agent LUCAS.

10       15. That Thomas Lucas did not qualify as a bona fide purchaser for value as he failed to  
11 meet any of the conditions to be bona fide as delineated in NRS § 111.180, and as such, had no  
12 legitimate property interest to convey to F. Bondurant, LLC.

13       16. That there was no bona fide purchaser at the HOA sale, the HOA sale is null and void  
14 as it was not an arms-length transaction selling to a disinterested and innocent third party.

15       17. That a Quit Claim Deed, executed on June 4, 2015, by Thomas Lucas, as Manager,  
16 Opportunity Homes, LLC, and recorded on June 9, 2015 by Realtor Robert Goldsmith, did not  
17 have the authority to convey interest in the Subject Property to F. Bondurant, LLC;

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; and/or,

21       19. That HOA Agents 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 the HOA's "Delinquent Assessment Collection Agreement", with Red Rock  
13 Financial Services (RRFS), signed by Joel Just, as President of Red Rock Financial Services,  
14 dated April 27, 2012, was deceptive, as it allowed HOA Agents to conspire with Yuen K. Lee,  
15 Thomas Lucas and other fictitious Defendants to covertly and fraudulently transfer the Subject  
16 Property without revealing who got the Subject Property, when they actually got it, how much  
17 money changed hands each time the Subject Property was transferred, and who got the proceeds.

18       24.     That Red Rock Financial Services (RRFS) was not a separate legal entity, but rather  
19 only the fictitious name of "FirstService Residential d/b/a Red Rock Financial Services." that held  
20 the only NRS § 649 debt collection license.

21       25.     That FSR as the HOA management company violated their fiduciary duty to act solely  
22 in the interests of the HOA and its members was fraudulently concealed and allowed the  
23 conspiracy with Counter-Defendants and Cross-Defendants to cause damages to Cross-Claimant.

1        26. That FSR failed to disclose to the HOA the significant financial conflict of interest that  
2 FSR had while covertly acting as FSR d/b/a RRFS the debt collector permitted them to evade  
3 detection of their failure to conduct impartial, arms-length HOA foreclosure sales and their  
4 involvement in subsequent fraudulent transfers, such as the one from Thomas Lucas to F.  
5 Bondurant, LLC, which, based on FSR's HOA records, may or may not have actually occurred.

6        27. That the HOA record of assessments and fines for each property was purportedly  
7 maintained by FSR the Management Company does not acknowledge by proper accounting in the  
8 Resident Transaction Report that the Subject Property was sold to Thomas Lucas or Opportunity  
9 Homes, LLC, at the August 15, 2014, HOA sale, by their alter ego FSR d/b/a RRFS the debt  
10 collector, or that the Subject Property was at some point transferred to F. Bondurant, LLC.

11        28. That, at a minimum, the HOA was cheated out of \$225.00 set up fee, that FSR did not  
12 charge Thomas Lucas and that FSR did not charge Yuen K. Lee or F. Bondurant, LLC.

13        29. Or alternatively, that if FSR claims that their 3/31/14 HOA Management Agreement  
14 permitted their retention of those funds, then FSR/RRFS was using that FSR contract provision to  
15 charge excessive collection fees beyond what is statutorily permitted by NRS § 116.310313 or by  
16 the maximum fees permitted by the HOA fee schedule and their RRFS agreement.

17        30. That Thomas Lucas did not pay to the HOA the Asset Enhancement Fee of 1/3 of 1%  
18 of the gross sales price required by CC&Rs section 8.12 cheated the HOA out of \$210.12, if  
19 \$63,100 were in fact the gross sales price paid to RRFS.

20        31. That the amount the HOA would have been cheated out of for LUCAS' non-payment  
21 of the Asset Enhancement Fee would have been \$1,180.78 if calculated on the \$353,529 listed on  
22 the Nevada Statement of Value recorded with the foreclosure Deed recorded 8/22/14.

23        32. That, alternatively, if this amount, or any amount, was paid, then FSR of FSR d/b/a  
24 RRFS either illegally retained it or FSR failed to properly account for it in the HOA records.

1 33. That the collusion between FSR/RRFS and Thomas Lucas extended to include Yuen K.  
2 Lee and F. Bondurant, LLC and the Stokes to conceal the actual nature of the transfers of title  
3 after the HOA sale, and how money was moved between the conspirators, resulted in damages to  
4 the Cross-Claimant in excess of \$10,000 by the confederates' deceptive transfers of title and  
5 possession of the Subject Property.

6 ///

7 **FIRST CAUSE OF ACTION:**

8 **FRAUDULENT CONVEYANCE**

9  
10 34. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
11 herein, and further alleges:

12 35. That HOA Agents and conspirators did not charge neither Yuen K. Lee nor F.  
13 Bondurant, LLC the Asset Enhancement Fee (1/3 of 1% of gross sale price) or the mandatory  
14 \$225.00 new member Account Set Up Fee indicates that HOA Agents FSR and FSR d/b/a RRFS  
15 did not treat F. Bondurant, LLC as ever having owned the Subject Property.

16 36. That the Quit Claim Deed Thomas Lucas executed on June, 4, 2015 and Robert  
17 Goldsmith recorded on June 9, 2015 which purported to convey Opportunity Homes, LLC's  
18 interest in the subject property to F. Bondurant, LLC is false in that it is inconsistent with the  
19 HOA records of property ownership.

20 37. Alternatively, if Yuen K. Lee claims actual title to the Subject Property was conveyed  
21 to F. Bondurant, LLC when the Quit Claim Deed was executed on June 4, 2015, then Yuen K.  
22 Lee fraudulently failed to pay to the HOA both the \$225.00 New Member Set Up Fee and the  
23 mandatory Asset Enhancement Fee of 1/3 of 1% of the Gross Sales price.

1 38. That Yuen K. Lee's failure to pay the Asset Enhancement Fee would had cheated the  
2 HOA out of an amount equaling between a) \$901.80 if the gross sales price were actually equal to  
3 the low ball figure of \$270,000 listed on the Statement of Value, recorded with the Quit Claim  
4 Deed on June 9, 2015 at 12:58:36 PM, by Robert Goldsmith or, b) alternatively, \$1,903.47 if the  
5 Asset Enhancement Fee had been based on the \$569,900 price Robert Goldsmith listed it for sale  
6 on the Multiple Listing Service on that same day.

7 39. That the second Quit Claim Deed recorded June 9, 2015 at 1:06:29 PM against the  
8 Subject Property was executed by "Yuen K. Lee, Manager" and fraudulently notarized as the  
9 signature of "Thomas Lucas, Manager of Opportunity Homes, LLC", purported to convey all F.  
10 Bondurant's interest in the Subject Property to Joel and Sandra Stokes, as Trustees of Jimijack  
11 Irrevocable Trust.

12 40. That CluAynne M. Corwin violated NRS § 240.155 when she notarized that the Quit  
13 Claim Deed was executed on June 8, 2015, and that *"did personally appear before me the  
14 person of Thomas Lucas, Manager, of Opportunity Homes, LLC, personally known to me (or  
15 proved to me on the basis of satisfactory evidence) to be the person whose name is  
16 subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his  
17 capacity, that by his signature on this instrument did execute the same."*

18 41. That CluAynne M. Corwin violated NRS § 240.120(1)(b)(c)(d)(e)(f)(g) to document on  
19 the June 8, 2015 page of her Notary Journal that the notarial act she supposedly performed to  
20 provide legal proof for the validity of the Quit Claim Deed purporting to convey title from F.  
21 Bondurant to Joel and Sandra Stokes, had actually occurred.

22 42. That CluAynne M. Corwin, is a notary at the same law office address, 10781W. Twain  
23 Ave., Las Vegas 89135 as the Stokes attorney, Joseph Y. Hong, and Yuen K. Lee, non-  
24 commercial agent, and manager of F. Bondurant, LLC in default.

1 43. That Cross-Claimant may rebut the certificate of acknowledgement pursuant to NRS §  
2 340 as not being conclusive and that these notarial violations of NRS § 240.120 et seq. and NRS §  
3 111.125, NRS § 111.315, NRS § 111.345 rendered the fraudulently notarized Quit Claim Deed  
4 invalid to legally convey interest in real property.

5 44. That the legitimate title and possession of the Subject Property belonging to the Cross-  
6 Claimant has been damaged by the false claims of Yuen K. Lee d/b/a F. Bondurant, LLC in  
7 default.

8 **SECOND CAUSE OF ACTION:**

9 **QUIET TITLE AND EQUITABLE RELIEF**

10 **(HOA Sale/Subsequent Transfers Void For Unclean Hands and No Bona Fide Purchasers)**

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

13 46. That the HOA sale is void and subsequent conveyance of the property were void as  
14 there was no bona fide purchaser per NRS 111.180 without unfair advantage over other potential  
15 bidders.

16 47. That to be a bona fide purchaser, one must meet the statutory conditions: a) act in good  
17 faith; b) purchase for valuable consideration; and c) not have actual knowledge, constructive  
18 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
19 interest to, the real property.

20 48. That the supposed subsequent purchaser, Yuen K. Lee d/b/a Manager, F. Bondurant,  
21 LLC in default does not meet any of these three criteria.

22 49. A. Good Faith condition was not met. Cross-Claimant alleges that F. Bondurant, LLC  
23 violated NRS 86.141, in that it is an entity formed for an illegal purpose.  
24

1 50. That NRCF Rule 9(a) permits Cross-Claimant to challenge “the legal existence of any  
2 party” by “specific negative averment, which shall include such supporting particulars as are  
3 peculiarly within the pleader’s knowledge”.

4 51. That NRS 86.211 also authorizes a challenge to rebut the sufficiency of the Articles of  
5 Organization of an LLC and the facts set forth therein and to make such rebuttal a part of a record  
6 of a court of competent jurisdiction.

7 52. That irregularities in F. Bondurant, LLC, corporate filings in the public record indicate  
8 bad faith as well as specific violations of Nevada, Clark County, and City of Henderson statutes  
9 and ordinances governing commercial registration and business licensing:

10 53. That the corporate veil must be pierced as F. Bondurant, LLC, is not a legally valid  
11 entity as it is in default.

12 54. That there was an attempt to conceal ownership by Yuen K. Lee’s claiming to be a  
13 Manager rather than a Member (NRS § 86.151).

14 55. That Yuen K. Lee or F. Bondurant, LLC, do not have any business licenses in  
15 Henderson or Clark County as required by NRS § 76.100 (6) and NRS § 76.180.

16 56. That pursuant to NRS § 86.155 a Limited Liability Corporation continues in perpetuity  
17 un less dissolved pursuant to NRS § 86.4895 *et seq.* and that for F. Bondurant, LLC, no Articles  
18 of Dissolution have been filed in conformance with NRS 86.531 or NRS 86.541

19 57. That for F. Bondurant, LLC, no annual reports have been filed; no annual lists; and no  
20 fees have been paid after the initial March 25, 2015 Articles of Organization were filed.

21 58. B. Second condition was not met: Purchase for valuable consideration. The Quit Claim  
22 Deed granting “all the right, title, interest and claim” to the Subject Property “...for the good  
23 consideration and for the sum of One Dollar (\$1.00) which, if true, would certainly have been a  
24

1 “commercially unreasonable” purchase that would have disqualified Yuen K. Lee and/or F.  
2 Bondurant, LLC from being a bona fide purchaser for value of a property worth at least \$400,000.

3 59. Alternatively, and bizarrely, if it were not purchased for One Dollar, the only other  
4 indication of the gross price, either paid or received, would be the \$270,000 value that was used  
5 for computing the transfer tax on both Quit Claim Deeds recorded on June 9, 2015 for F.  
6 Bondurant, LLC taking title and passing it on eight minutes later for the same \$270,000 value  
7 claimed.

8 60. That the \$270,000 listed on the Statement of Value for Transfer Tax was recorded with  
9 the 6/9/15 Quit Claim Deed was an understatement of the actual value of the property, and had it  
10 been transferred for that amount, the Transfer Tax due to the County Recorder at time of filing  
11 were underpaid by understating the actual value of the Subject Property by at least \$130,000.

12 61. C. Third condition was not met: Buyer must not have “actual knowledge, constructive  
13 notice of, or reasonable cause to know that there exists a defect in, or adverse rights, title or  
14 interest to, the real property.”

15 62. That F. Bondurant, LLC is a bogus entity which Cross-Claimant alleges was created for  
16 the sole illegal function of being an intermediary that unfairly stripped Cross-Claimant’s title by  
17 the fraudulent conveyance of title to the Subject Property to the Stokes.

18 63. That Cross-Claimant has been damaged by the actions and omissions of Yuen K. Lee  
19 d/b/a F. Bondurant, LLC by the flagrant disregard of legal requirements to being a properly  
20 licensed and registered entity or to be a bona fide purchaser and by making fraudulent claims  
21 against Cross-Claimant’s legitimate title to the Subject Property.

22 //

23 //



1 THIRD CAUSE OF ACTION:

2 CIVIL CONSPIRACY

3  
4 64. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
5 herein, and further alleges

6 65. That Cross-Defendant Yuen K. Lee acted in concert to conceal illegal acts resulting in  
7 unfairly depriving Cross-Claimant of the Subject Property for his unjust enrichment and that of  
8 undeserving fellow conspirators.

9 66. That F. Bondurant, LLC and its non-commercial agent and manager, Yuen K. Lee,  
10 share the law office with Joseph Y. Hong, attorney for the Plaintiffs Stokes which facilitated their  
11 ability to conspire to fraudulently transfer title to the Subject Property to the detriment of Cross-  
12 Claimant.

13 67. That all the elements of an actionable conspiracy were met in this case: a) two or more  
14 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
15 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
16 damages. That Cross-Defendant Yuen K. Lee and others complicit in fraudulent conduct of HOA  
17 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-  
18 Claimant of the Subject Property for their own unjust enrichment.

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

- 23 a) formation and use of a corporation to transfer to it the existing liability of another  
24 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666)

- 1           b) the concealment and misrepresentation of the identity of the responsible  
2           ownership, management and financial interest [210 Cal. App. 2d 840]
- 3           c) disregard of legal formalities and the failure to maintain arm's length relationships  
4           among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)
- 5           d) the use of a corporation as a mere shell, instrumentality or conduit for a single  
6           venture or the business of an individual or another corporation (*McCombs v.*  
7           *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.  
8           2d 661)
- 9           e) the use of the same office or business location; the employment of the same  
10          employees and/or attorney (*McCombs v. Rudman*, supra; *Talbot v. Fresno-Pacific*  
11          *Corp.*, supra; *Thomson v. L. C. Roney Co.*, supra; *Pan Pacific Sash & Door Co. v.*  
12          *Greendale Park, Inc.*, supra)
- 13          f) the confusion of the records of the separate entities [210 Cal. App. 2d  
14          839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

15          69. That Cross-Defendant, Yuen K. Lee, as an individual and as Manager of defaulted F.  
16          Bondurant, LLC, colluded with BHHS Realtor LUCAS; Counter-Defendants STOKES; Attorney  
17          Joseph Hong; Attorney Peter Mortenson; Notary CluAynne M. Corwin; Realtor Robert  
18          Goldsmith; and fictitious Defendants, to act covertly, in concert to conceal the true nature,  
19          financing and timing of subsequent transfers of title of the Subject Property.

20          70. That Cross-Defendant Yuen K. Lee and fellow conspirators facilitated fraudulent  
21          transfers that allowed conspirators to evade paying the required real property transfer taxes  
22          (RPTT) and HOA-mandated New Member Set-up Fee and Asset Enhancement Fees.

23          71. That Cross-Defendant Yuen K. Lee' and fellow conspirators' conduct deviated from  
24          the usual course of business when conveying property in Nevada and failed to utilize the

1 customary written documentation, normal purchase agreements, neutral escrow for proper  
2 handling and accounting for funds taken in and disbursed, and from the proper proving and  
3 recording of instruments of conveyance.

4 72. That Cross-Defendant Yuen K. Lee executed and caused to be recorded the fraudulent  
5 June 9, 2015, Quit Claim Deeds that falsified and clouded the chain of title, thereby damaging  
6 Cross-Claimant and depriving her of title and possession and profit of the Subject Property.

7 //

8  
9 **PRAYER**

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

- 12 a. For a declaration and determination that any and all of the present and past  
13 claimed rights to ownership of the Subject Property by Realtor Thomas Lucas  
14 d/b/a Opportunity Homes, LLC, purported purchaser at the HOA sale, Yuen  
15 K. Lee and/or F. Bondurant, LLC and the Stokes and/or Jimijack are null and  
16 void due to their complicity with HOA Agents' actions and omissions in  
17 failing to conduct arms-length, commercially reasonable transactions that  
18 resulted in fraudulent conveyances to non-bona-fide purchasers for value;
- 19 b. That actual and punitive damages be awarded to the Cross-Claimant against  
20 all parties who participated in any fraud, fraudulent concealment, civil  
21 conspiracy, willful and malicious violations of governing statutes for unjust  
22 enrichment, recording, notarizing or filing of documents known to contain  
23 false information, or other violations of licensing, commercial registration, or  
24 notarial misconduct that contributed to the Trust's loss of the subject property.

- 1 c. That Cross-Defendant neither Yuen K. Lee nor F. Bondurant, LLC was not a  
2 *bona fide* purchaser for value, and that all of the HOA sale-related transfers of  
3 subject property in which he/it was involved failed to meet the NRS 111.180  
4 or the *Shadow Wood* standards;
- 5 d. For general damages in an amount in excess of \$10,000;
- 6 e. For treble actual damages in punitive damages to compensate for Cross-  
7 Defendant YUEN K. LEE' complicity in the illegal actions, including  
8 fraudulent transfer of the property;
- 9 f. For specific damages in an amount as yet undetermined;
- 10 g. For reasonable costs and fees incurred by Cross-Claimant for the prosecution  
11 of this matter;
- 12 h. For any other relief the Court may deem just and proper.
- 13
- 14

15 Dated this \_\_\_\_ day of November, 2016.

16

17 \_\_\_\_\_  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
*Defendant-in-Intervention/Cross-Claimant,*  
*In Proper Person*

18

19

20

21

22

23

24

  
CLERK OF THE COURT

1 **ORDR**  
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  
*Defendant-in-Intervention, Cross-Claimant, Counter-Claimant*  
5 *In Proper Person*

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

8 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMJACK IRREVOCABLE  
9 TRUST,  
10  
11 Plaintiffs,

Case No.: A-15-720032-C  
Dept. No.: XXXI

11 vs.

**ORDER GRANTING APPLICANT  
NONA TOBIN'S MOTION TO  
INTERVENE**

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  
15 Defendants.

Hearing date: December 20, 2016  
Hearing time: 9:00 a.m.

16 NATIONSTAR MORTGAGE, LLC,  
17  
18 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 X, ROE CORPORATIONS XI XX,  
inclusive,  
22  
23 Counter-Defendants  
24

1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.  
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon  
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel  
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented  
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties  
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-  
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay  
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,  
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments  
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant  
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and  
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

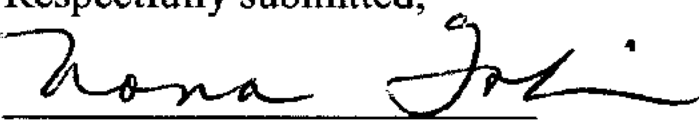
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**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ <sup>within twenty (20) days</sup> ~~2017~~ <sup>hereof.</sup>  
Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than ~~twenty (20) days~~ following a determination by this Court to void the disputed foreclosure sale for ~~delinquent HOA assessments.~~

**IT IS SO ORDERED** this 10 day of Jan, 2017.

  
JOANNA S. KISHNER  
DISTRICT COURT JUDGE

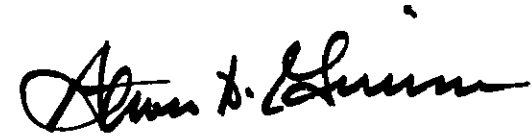
Respectfully submitted,  
  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
*Defendant-in-Intervention/Counter-Claimant  
In Proper Person*

Approved as to form and content,  
HONG & HONG, A PROFESSIONAL  
LAW CORPORATION

\_\_\_\_\_  
Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for Plaintiff/Counter-Defendant,  
Joel A. and Sandra F. Stokes, as trustees  
of Jimijack Irrevocable Trust*

Approved as to form and content,  
WRIGHT, FINLAY & ZAK, LLP

\_\_\_\_\_  
Edgar C. Smith, Esq.  
Nevada Bar. No. 05506  
7785 West Sahara Ave., Suite 200  
Las Vegas, NV 89135  
*Attorney for Counter-Defendant,  
Nationstar Mortgage, LLC*



CLERK OF THE COURT

1 **NEO**  
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)  
*Applicant-in-Intervention,*  
5 *In Proper Person*

6  
7 **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.  
15

Case No.: A-15-720032-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF ORDER  
GRANTING APPLICANT NONA  
TOBIN'S MOTION TO INTERVENE**

16 PLEASE TAKE NOTICE that an Order Granting Applicant Nona Tobin's Motion to  
17 Intervene was entered in the above-captioned case on January 11, 2017. A true and correct  
18 copy is attached hereto.

19  
20 Dated this 12th day of January, 2017.

21 /e/ Nona Tobin

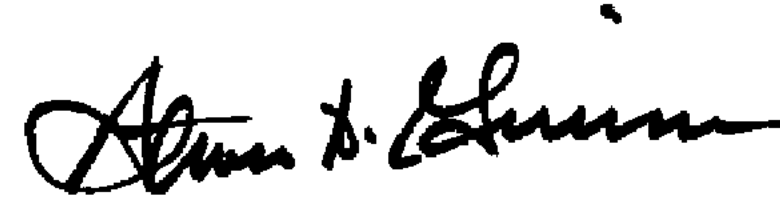
22 NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
23 Henderson NV 89052  
Phone: (702) 465-2199  
24 *Defendant-in-Intervention/Cross-Claimant,*  
*In Proper Person*



1 **CERTIFICATE OF SERVICE**

2 I, Nona Tobin, hereby certify that on this 12<sup>th</sup> day of January, 2017, I served copies of  
3 the foregoing **NOTICE OF ENTRY OF ORDER** to all parties via the Wiznet's electronic  
4 service email notification system.

5  
6 */s/ Nona Tobin*  
7 \_\_\_\_\_  
8 *Nona Tobin, Applicant for Intervention*



CLERK OF THE COURT

1 **ORDR**  
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  
*Defendant-in-Intervention, Cross-Claimant, Counter-Claimant*  
5 *In Proper Person*

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

8 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMIACK 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 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

19 JIMIACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
20 limited liability company; F. BONDURANT,  
LLC, a Nevada limited liability company;  
21 DOES I X, ROE CORPORATIONS XI XX,  
inclusive,

22 Counter-Defendants  
23  
24

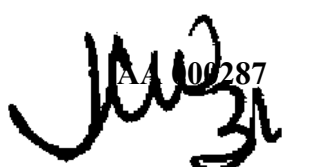
Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT  
NONA TOBIN'S MOTION TO  
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.



1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.  
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon  
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel  
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented  
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties  
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-  
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay  
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,  
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments  
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant  
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and  
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

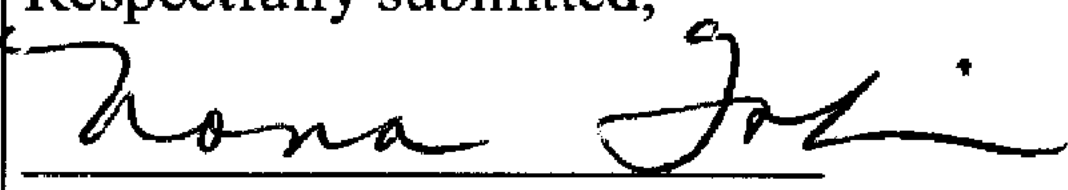
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**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ <sup>within twenty (20) days</sup> ~~, 2017~~ <sup>hereof.</sup>  
Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for ~~delinquent~~ HOA assessments.

**IT IS SO ORDERED** this 10 day of Jan, 2017.

  
**JOANNA S. KISHNER**  
DISTRICT COURT JUDGE

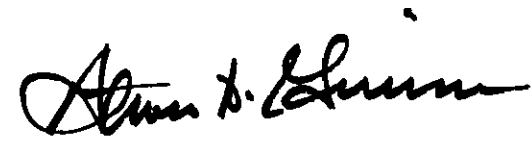
Respectfully submitted,  
  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
*Defendant-in-Intervention/Counter-Claimant*  
*In Proper Person*

Approved as to form and content,  
HONG & HONG, A PROFESSIONAL  
LAW CORPORATION

\_\_\_\_\_  
Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for Plaintiff/Counter-Defendant,*  
*Joel A. and Sandra F. Stokes, as trustees*  
*of Jimijack Irrevocable Trust*

Approved as to form and content,  
WRIGHT, FINLAY & ZAK, LLP

\_\_\_\_\_  
Edgar C. Smith, Esq.  
Nevada Bar. No. 05506  
7785 West Sahara Ave., Suite 200  
Las Vegas, NV 89135  
*Attorney for Counter-Defendant,*  
*Nationstar Mortgage, LLC*



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*

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 JOEL A. STOKES and SANDRA F. STOKES,  
13 as trustees of the JIMI JACK IRREVOCABLE  
14 TRUST,

15 Plaintiffs,

16 vs.

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

21 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)**

22 NATIONSTAR MORTGAGE, LLC,

23 Counter-Claimant,

24 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, 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 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 (“*RMI*”) 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.  
24

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           **The HOA sale was not commercially reasonable.**

2           74.     That the property was valued of \$353,529 on the State of Nevada Statement of Value  
3 Form used to determine the transfer tax on August 22, 2014 when the foreclosure deed was  
4 recorded, and the \$63,100 Thomas LUCAS paid d/b/a OPPORTUNITY HOMES, LLC was less  
5 than 18% of that measure of fair market value (FMV).

6           75.     In all measures of fair market value, the sale price of the Subject Property was grossly  
7 inadequate, particularly as it sold for 16.8% of the \$375,000 offer Nationstar's Investor rejected  
8 on August 1, 2014, two weeks before the HOA foreclosure sale.

9           76.     Nationstar's rejection of the \$375,000 offer and demand to raise the list price from  
10 \$380,000 to \$390,000 on August 1, 2014 was known to the BHHS Agent LUCAS and, upon  
11 information and belief, known to HOA Agents who conducted the HOA sale as well.

12           77.     That the HOA Sale is void as the sale price was less than 20% of Fair Market Value  
13 and the sale involved unjust enrichment, oppression, fraud and fraudulent concealment.

14   **THIRD CAUSE OF ACTION:**

15   **CIVIL CONSPIRACY**

16           78.     Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth  
17 herein All the elements of an actionable conspiracy were met in this case: a) two or more  
18 persons, b) unlawful objective to be achieved; c) an agreement on the objective or means to  
19 achieve the objective; d) overt act(s) in furtherance of the conspiracy; and e) a resulting injury or  
20 damages.

21           79.     That HOA AGENTS acted in concert to conceal illegal acts resulting in unfairly  
22 depriving Cross-Claimant of the Subject Property for the unjust enrichment of themselves and  
23 undeserving fellow conspirators.

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) NRS116A.355(2)(f). Deceitful, fraudulent, or dishonest conduct to the
- 14 Association and the Division.

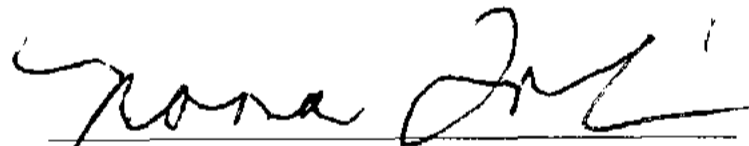
13 **PRAYER**

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, RRFs'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



## 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.rrfs.com](http://www.rrfs.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.rrfs.com](http://www.rrfs.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

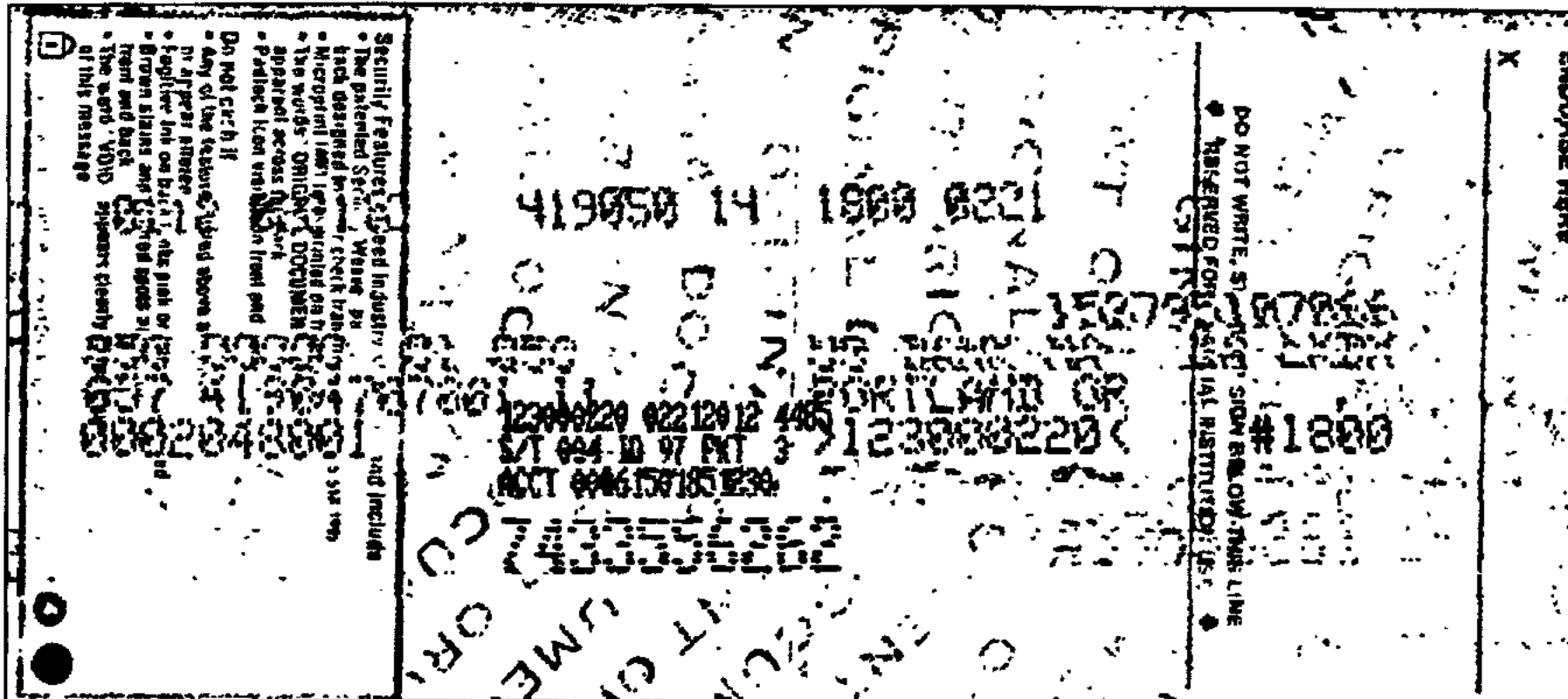
Three hundred and <sup>70</sup>/<sub>100</sub> Dollars

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 San City Anthem \$ 275.00  
Two hundred seventy-five <sup>no</sup> /100 Dollars

SUC 1000 2048001  
**NEVADA STATE BANK**  
 THE DOOR TO YOUR FUTURE  
 P.O. BOX 888 LAS VEGAS NEVADA 89188-0888  
 www.nsb.com

Silver Advantage  
 Security Features  
 Details on  
 Back

For 2763 White Sage Nona Joli

⑆ 122400779 ⑆ 0640052155 ⑆ 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  
 84-77/1224  
 84

8/17/12  
 Date

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 89102-0999

For SUC 10016446901 SHIP DELIVERY Nonna 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 Assoc \$ 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 Joli

⑆ 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	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 Assem	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 Assem	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 Assem	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 Assem	275.00	275.00
Pay	04/26/2012		Receipt Processing 127	-275.00	00.00
Charge	07/01/2012	SQA	Sun City Anthem QT Assem	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 Assem	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 Assem	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 Assem	-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 Assem	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 Assem	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 Assem	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.

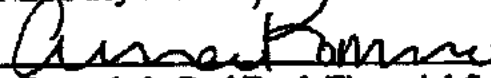
  
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

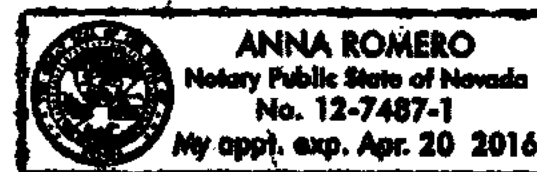
Dated: March 7, 2013

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  
Fee: \$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

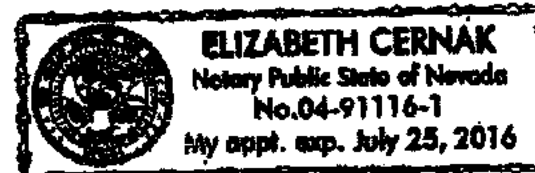
STATE OF NEVADA            )  
COUNTY OF CLARK        )

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.

77

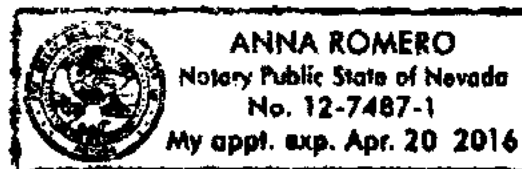
Dated: August 18, 2014


  
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) \$ 63,100.<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 *[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

Inst #: 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.

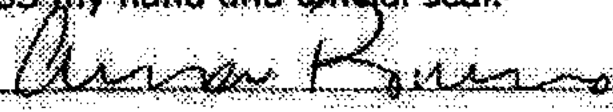
Dated: February 11, 2014

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

STATE OF NEVADA            }  
COUNTY OF CLARK        }

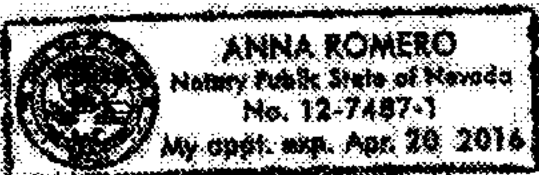
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and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

**ATTACHMENT B**  
**Listing of Charges**  
**Page 1 of 1**

**Specific Homeowner Fees:**

<u>\$ 225.00</u>	<u>Homeowner Set Up Fee</u> on a transaction
<u>\$ 10.00</u>	<u>Homeowner Review at Management Offices</u> of Association documents and/or copies of Association documents - per hour
<u>\$ 30.00</u>	<u>Returned Check Processing Fee</u> (apart from the bank depository charges for an NSF check)
<u>\$ 5.00</u>	<u>Late Charge Processing Fee</u> per charge
<u>\$ 150.00</u>	<u>Standard Demand Statement</u> (Rush \$185, Paper Request \$175)
<u>\$ 100.00</u>	<u>Standard Lender Questionnaire</u> (Rush \$150, Next Day \$200, Paper Request \$110)
<u>\$ 300.00</u>	<u>Custom Lender Questionnaire</u>
<u>\$ 160.00</u>	<u>Standard Resale Package</u> +.25 for first ten pages, .10 per page thereafter (Rush \$237.50 +.25 for first ten pages, .10 per page thereafter, Paper Request \$160 +.25 for first ten pages, .10 per page thereafter)
<u>\$ 200.00</u>	<u>Collections Account Set Up Fee</u>
<u>\$ 50.00</u>	<u>SB 280 Collection Letters</u>
<u>\$ 30.00</u>	<u>SB 280 Payment Plans</u>
<u>\$ 25.00</u>	<u>SB 280 Breach Letter</u>

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.

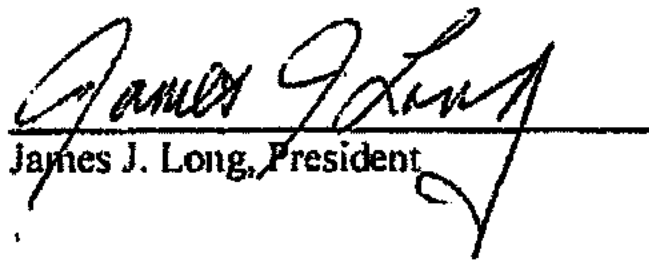
3. **Notice of Fines and/or Sanctions:** Notice of Fine or Sanction letter will be sent by the Managing Agent via regular and certified mail within five business days after the hearing if fines or sanctions are imposed and will include the following:
  - The decision of the Hearing Panel,
  - The fines 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.

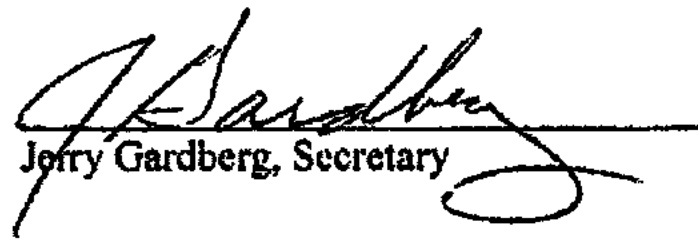
- All costs and fees incurred by the Association to compel compliance will be charged back to the violator.
- For Collection Account Hearings the Notice of Hearing and the Sanction to be imposed for accounts at collection are both noticed in the one letter:

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