

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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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 VII of XIV**

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I	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene	AA 000151 - AA 000163
V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
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
XIV	Case Appeal Statement	AA 002865 - AA 002869
I	Complaint	AA 000001- AA 000009
X	Counterclaimant, Nona Tobin's [Proposed] Findings of Fact and Conclusions of Law	AA 001906 - AA 001921
V	Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000879 - AA 000994
IV	Cross-Defendant Sun City Anthem Community Association's Answer to Cross-Claims by Nona Tobin, An Individual and Trustee of the Gordon B. Hansen Trust	AA 000644 - AA 000651
IV	Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000652 - AA 000826
III	Cross-Defendant Sun City Anthem Community Association's Motion to Dismiss Nona Tobin's Cross-Claims	AA 000519 - AA 000529
VIII	Cross-Defendant Sun City Anthem Community Association's Opposition to Cross-Claimant Nona Tobin's Motion for Reconsideration	AA 001356 - AA 001369
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III	Disclaimer of Interest	AA 000530 - AA 000534
V	Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001035 - AA 001044
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I	Jimijack Irrevocable Trust's Motion to Consolidate Case No. A-16-730078-C and Case No. A-15-720032-C	AA 000136 - AA 000140

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5	XIV	Recorder's Transcript of Hearing All Pending Motions 09/26/19	AA 002870 - AA 002884
6	XIV	Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C 12/20/16	AA 002900 - AA 002909
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15	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
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2.3. Annual Members Meetings. The first Association Members meeting, whether a regular or special meeting, shall be held within one year from the Association's incorporation. The Board shall set subsequent regular annual Members meetings in November of each succeeding year on a date and at a time set by the Board.

2.4. Special Members Meetings. Special meetings of the Members may be called by the President of the Association, a majority of the Board, or Members having ten percent (10%) or more of the total voting power of the Association.

To call a special meeting or a removal election, the Owners must submit a written petition signed by the required percentage of the total number of voting Members of the Association and which is mailed, return receipt requested, or served by a process server to the Board or manager. The petition will be considered to be received by the Association three (3) days after the petition is mailed, return receipt requested to the Association, or on the date service of process is effectuated.

If the petition calls for a special meeting, the Board shall set the date for the special meeting, so that the special meeting is held not less than fifteen (15) days or more than sixty (60) days after the date on which the petition is received. If the petition calls for a removal election, then the secret written ballots for the removal election must be sent, as set forth in Article III, Section 3.6 of these Bylaws, not less than fifteen (15) days or more than sixty (60) days after the date on which the petition is received, and the Board shall set the date for the meeting to open and count the secret written ballots so that the meeting is held not more than fifteen (15) days after the deadline for returning the secret written ballots. The demand by the Members must clearly state the purpose for the meeting. The Members making the demand on the Association must sign and date their demand for special meeting

2.5. Notice of Members Meetings. Not less than fifteen (15) days or more than sixty (60) days in advance of each meeting of the Members, the Secretary, or any other officer or agent of the Association, shall cause notice of the meeting 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 Owner. The notice of the meeting must state the time and place of the meeting and include a copy of the agenda for the meeting. The notice must also include notification of the right of an Owner to (i) have a copy of the minutes or a summary of the minutes of the meeting distributed to the Owner upon request and, if required by the Board, upon payment to the Association of the cost of making the distribution, and (ii) speak to the Association during the Owner forum of the meeting.

2.6. Waiver of Notice. Any Member may, in writing, waive notice either before or after such meeting. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. A Member's attendance at a meeting shall be deemed such Member's waiver of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any Members meeting requiring the votes of the Members cannot be held because a quorum is not present, or has not appeared by proxy a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed

for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8. Voting. Members' voting rights shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. Members may vote at a meeting by voice vote or ballot or may vote by mail or other means of modern communication not prohibited by Nevada law, and as the Board determines. Unless otherwise provided, all voting shall be subject to the quorum requirements of Section 2.11.

2.9. Proxies. Except as otherwise provided in this Section, and consistent with NRS 116.311 and Chapter 82 of NRS, as may be amended from time to time, votes allocated to a Lot may be cast pursuant to a proxy executed by the Owner of the Lot. If any Owner designates two (2) or more persons to act as proxies, a majority of those persons so designated who are present at the meeting, or, if only one is present, then that one, has and may exercise all of the powers conferred by the Owner upon all of the persons so designated, unless the Owner provides otherwise. A vote may not be cast pursuant to a proxy for the election or removal of a Director of any Board.

(a) Authorized Proxy Holders. The Owner of a Lot may give a proxy only to a member of his immediate family, a tenant of the Owner who resides in the Association, or another Owner who resides in the Association.

(b) Protest: Revocation of Proxy. If a Lot is owned by more than one person or entity, each Owner of such Lot may vote or register protest to the casting of votes by the other Owner or Owners of such Lot through an executed proxy. An Owner of a Lot may revoke a proxy only by actual notice of revocation to the person presiding over a meeting of the Association.

(c) Requirements of Proxy. Before a vote may be cast pursuant to a proxy, the following requirements must be met:

- (i) The proxy must be dated;
- (ii) The proxy must not purport to be revocable without notice;
- (iii) The proxy must designate the meeting for which it is executed;

(iv) The proxy must designate each specific item on the agenda of the meeting for which the Owner has executed the proxy, except that the Owner may execute the proxy without designating any specific items on the agenda of the meeting, if the proxy is to be used solely for determining whether a quorum is present for the meeting. If the proxy designates one or more specific items on the agenda of the meeting for which the Owner has executed the proxy, the proxy must indicate, for each specific item designated in the proxy, whether the holder of the proxy must cast a vote in the affirmative or the negative on behalf of the Owner. If the proxy does not indicate whether the holder of the proxy must cast a vote in the affirmative or the negative for a particular item on the agenda of the meeting, then the proxy must be treated, with regard to that particular item, as if the Owner were present but not voting on that particular item; and

(v) The holder of the proxy must disclose at the beginning of the meeting for which the proxy is executed the number of proxies pursuant to which the holder will be casting votes.

(d) Termination of Proxy. A proxy terminates immediately after the conclusion of the meeting for which it is executed.

(e) Limitation on Use of Proxy. A vote may not be cast pursuant to a proxy for the election or removal of a member of the Board of Directors of the Association. The holder of a proxy may not cast a vote on behalf of the Owner who executed the proxy in a manner that is contrary to the proxy. A proxy is void if the proxy or the holder of the proxy violates any requirements of this Section or the Act. If any votes are allocated to a Lot that is owned by the Association, those votes may not be cast, by proxy or otherwise, for any purpose.

2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more 50% of the total eligible number.

2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence of Persons representing 10% of the total votes of the Association shall constitute a quorum at all Members meetings, and for such other purposes as a quorum may be required under the Declaration, these By-Laws, or Nevada law.

2.12. Conduct of Meetings. The President shall preside over all Members meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Owners may attend any Members meeting and shall be permitted to speak at any such meeting; provided, the Board may establish reasonable limitations on the time each Owner may speak at these meetings. Within 30 days after any Members meeting, the Secretary shall make available a copy of the minutes to the Members (subject to a reasonable cost imposed by the Association for making and distributing copies).

2.13. Action Without a Members Meeting. Unless otherwise prohibited by Nevada law, any action required or permitted by law to be taken at a meeting of the Members may be taken by written consent or by ballot cast by mail without a meeting, in accordance with the following procedure:

(a) The Secretary shall send written notice of the proposed action for which consent is requested to each Member entitled to vote thereon at least 10 days prior to the deadline for returning the ballots or consents. The notice shall be accompanied by a ballot or consent form (i) describing the proposed action, (ii) providing a place to indicate, in the case of a ballot, how the Member's vote is to be cast, or in the case of a consent, the Member's approval or disapproval of the proposed action, (iii) providing a method of identifying the Member and the Lot(s) for which the ballot is cast or consent is given, and in the case of a consent, a place for the Member's signature, and (iv) indicating the address to which completed forms should be returned and the deadline for returning them, if any.

(b) The proposed action shall be deemed approved if ballots approving the action or consents are received from Members holding at least a majority of the total votes entitled to be cast, unless a greater percentage of votes is required under the Governing Documents or Nevada law for such action, in which case such greater percentage of votes shall be required to approve the action. Such ballots or consents shall have the same force and effect as a vote of the

Members at a meeting. Ballots or consents shall be kept with the Association's records for the period of time required for corporations under Nevada law. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote, fairly summarizing the material features of the authorized action.

2.14 Minutes of 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 Members. Not more than 30 days after each meeting, said person shall cause the minutes or a summary of the minutes of the meeting to be made available to the Members. A copy of the minutes or a summary of the minutes must be provided to any Owner or Member upon request and, if required by the Board of Directors, upon payment to the Association of the cost or providing the copy to the Owner or Member.

(b) Except as otherwise provided above, the minutes of each meeting of the Members must include:

- (i) The date, time, and place of the meetings;
- (ii) The substance of all matters proposed, discussed, or decided at the meeting; and
- (iii) The substance of remarks made by any Member 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 materials, remarks, or other information to be included in the minutes of a meeting.

(d) The Association shall maintain the minutes of each meeting of the Members until the Association is terminated.

2.15 Recording.

(a) An Owner or Member may record on audiotape, or other means of sound reproduction, a meeting of the Members if the Owner or Member, before recording the meeting, provides notice of his intent to record the meeting to the other individuals who are in attendance at the meeting.

**ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

A. Composition and Selection.

3.1. Governing Body Composition. The Association's affairs shall be governed by a Board of Directors. Each director shall have one equal vote. Except with respect to directors appointed by Declarant during the Declarant Control period, the directors shall be Members; provided, Members representing the same Lot may not serve on the Board at the same time. Directors appointed by Declarant need not be Members. In the case of a Member which is not a natural person, any individual authorized by such Member by written notice to the Association shall be eligible to serve as a director, provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by Declarant. After the Declarant Control period, at least a majority of the directors shall be Members.

3.2. Number of Directors. The Board shall consist of three to seven directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three directors as identified in the Articles of Incorporation.

3.3. Directors During Declarant Control Period. Subject to the provisions of Section 3.5, Declarant shall appoint and remove directors in its sole discretion during the Declarant Control period. The Declarant Control period shall terminate upon the first to occur of the following:

(a) 60 days after Declarant has conveyed 75% of the Maximum Lots to Home Owners;

(b) five years after the Declarant has ceased to offer Lots for sale in the ordinary course of business, or,

(c) five years after Recording the most recent Supplemental Declaration adding property to the Declaration as provided in Section 9.1 of the Declaration.

Nothing in this Section shall preclude Declarant from voluntarily relinquishing control of the Board earlier than required by this Section. In such event, Declarant reserves the right to disapprove Association actions as provided in Section 3.19 until such time as the Declarant Control period would have otherwise expired under this Section.

Within 30 days after Home Owners are entitled to elect a majority of the Board members, Declarant shall deliver to the Association all personal property of the Owners and the Association which Declarant holds or controls including such items as are specifically required to be delivered under Section 116.31038 of the Act.

3.4. Nomination.

(a) Nominations and Declarations of Candidacy. Except with respect to directors appointed by Declarant during the Declarant Control period, nominations for election to the Board shall be made by a nominating committee, which shall consist of three (3) or more Persons and a chairperson, who shall be a Board member. The remaining members of the nominating committee shall be Members. The nominating committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

In addition to nominations made by the nominating committee, each Owner who is qualified to serve as a member of the Board of Directors may have his name placed on the ballot along with the nominees selected by the Board of Directors or the nominating committee. Not less than thirty (30) days before the preparation of a ballot for the election of members of the Board of Directors, the Secretary or other Officer specified in these By-Laws shall cause notice to be given to each Owner of his eligibility to serve as a member of the Board of Directors. All candidates whose names are placed on the ballot must make the disclosures required under subsection (c) of this Section 3.4.

(b) Election Procedures. Each Member may vote for each position to be filled. The candidates receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms. After termination of the Declarant Control period, every annual election of the Board members must be held during the month of May. The election of any member of the Board of Directors must be conducted by secret written ballot. If the election of any member of the Board of Directors is conducted by secret written ballot:

(i) The Secretary or other Officer specified in the By-Laws shall cause a secret written ballot and a return envelope to be sent prepaid, by United States mail, to the mailing address of each Lot within the Association or to any other mailing address designated in writing by the Owner.

(ii) Each Owner must be provided with at least 15 days after the date the secret written ballot is mailed to the Owner to return the secret written ballot to the Association.

(iii) A quorum is not required for the election of any member of the Board of Directors.

(iv) Only secret written ballots that are returned to the Association may be counted to determine the outcome of the election.

(v) The secret written ballots must be opened and counted at a meeting of the Association.

(vi) The incumbent members of the Board of Directors and each person whose name is placed on the ballots as a candidate for the Board of Directors may not process, be given access to, or participate in the opening or counting of the secret written ballots that are returned to the Association before those secret written ballots have been opened and counted at a meeting of the Association.

(c) Candidate Disclosures. Each person whose name is placed on the ballots as a candidate for a members of the Board of Directors must make a good faith effort to disclose any financial, business, professional, or personal relationship or interest that would result or would appear to a reasonable person to result in a potential conflict of interest for the candidate if the candidate were to be elected to serve as a member of the Board of Directors. In addition, the candidate must disclose whether he or she is a member in good standing. For purposes of this subparagraph (c), a candidate shall not be deemed to be in "good standing" if the candidate has any unpaid or past due construction penalties that are required to be paid to the Association. The candidate must make the disclosure, in writing, to the Association with his candidacy information. The Association shall distribute the disclosures to each Member of the Association with the ballot in the manner prescribed in subparagraph (b) above.

(d) Eligibility to Serve. Unless a person is appointed by the Declarant:

(i) A person may not be a member of the Board of Directors or an Officer if the person, his spouse, or his parent or child, by blood, marriage or adoption, performs the duties of a community manager.

(ii) An officer, employee, agent, or director of a corporate Owner of a Lot, a trustee or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, a member or manager of a limited-liability company that owns a Lot, and a fiduciary of an estate that owns a Lot may be an Officer of the Association or a member of the Board of Directors. In all events where the person offering to serve as an Officer or a member of the Board of Directors is not the record owner, he shall file proof in the records of the Association that:

(A) He is associated with the corporate owner, trust, partnership, limited-liability company, or estate as required by this subsection; and

(B) Identifies the Lot or Lots owned by the corporate owner, trust, partnership, limited-liability company, or estate.

(e) Certification. Each member of the Board of Directors shall, within 90 days after his or her appointment or election, certify in writing to the Association, on a form prescribed by the Administrator for the Nevada Real Estate Division (the "Administrator"), that he or she has read and understands the Governing Documents of the Association and the provisions of the Act to the best of his or her ability.

(f) Indemnity. If a member of the Board of Directors is named as a respondent or sued for liability for actions undertaken in his role as a member of the Board, the Association shall indemnify him for his losses or claims and undertake all costs of defense, unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the cost of defense, and may recover costs already expended from the member who so acted. Members of the Board of Directors are not personally liable to the victims of crimes occurring on the property. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.

3.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) Within 60 days after the time that Home Owners own 25% of the Maximum Lots, or whenever Declarant earlier determines, the President shall call for an election by which Home Owners shall be entitled to elect one of the three directors. The remaining two directors shall be appointees of Declarant. The director elected by Home Owners shall not be subject to removal by Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

(b) Within 60 days after the time that Home Owners own 50% of the Maximum Lots, or whenever Declarant earlier determines, the Board shall be increased to five directors. The President shall call for an election by which Home Owners shall be entitled to elect two of the five directors. The remaining three directors shall be appointees of Declarant. The directors elected by Home Owners shall not be subject to removal by Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (c) below, whichever is shorter. If such directors' terms expire prior to the event described in subsection (c) below, successors shall be elected for a like term.

(c) At any time after 50% of the Maximum Lots have been sold to Home Owners, and subject to Section 3.3 of the By-Laws, the Board may be increased to seven directors. Any decision by the Board to increase the number of directors, prior to the termination of the Declarant Control period, must be approved by the Declarant.

If the number of directors serving on the Board is increased to seven, during the Declarant Control period, then the Home Owners shall be entitled to elect three of the seven directors. The remaining four directors shall be appointees of the Declarant. The directors elected by Home Owners shall not be subject to removal by Declarant and shall be elected for a term of 2-years or until termination of the Declarant Control period, which ever is shorter. If such director's term expires prior to the termination of the Declarant Control period, then a successor shall be elected for a like term.

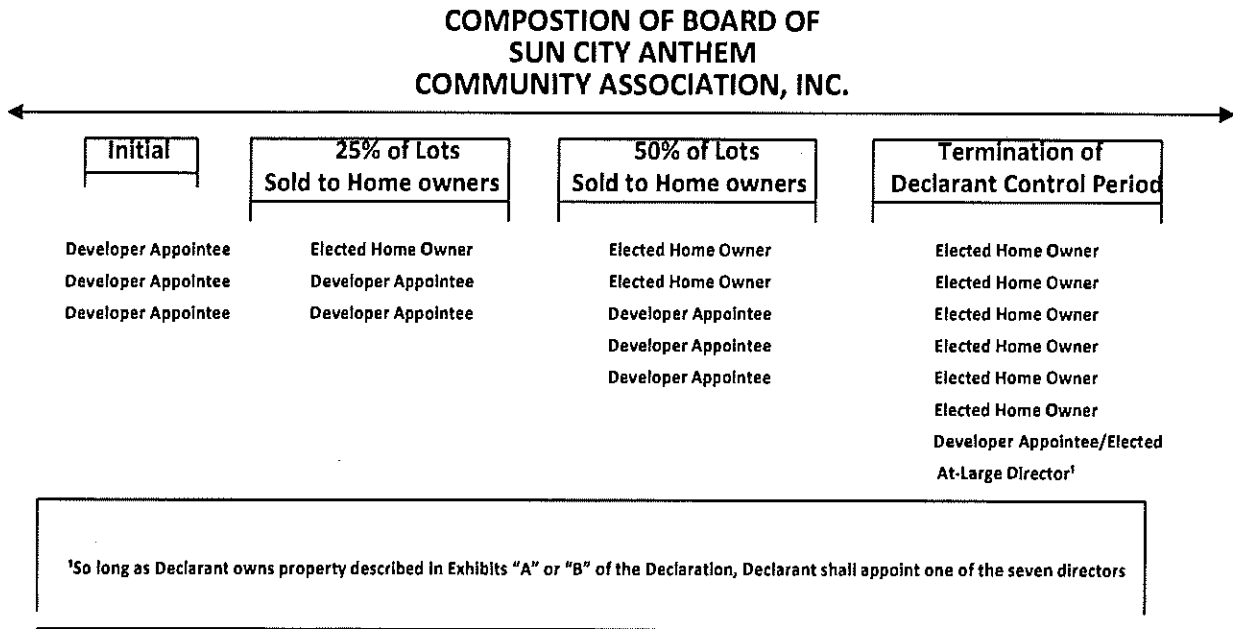
Upon termination of the Declarant Control period, the Board shall consist of seven directors, all of which must be Members, and an election shall be held. Each of the seven directors shall be elected by the Owners. The members of the Board shall take office upon

election. The four directors receiving the highest number of votes shall be elected to a two year term. The three directors receiving the second highest number of votes shall serve a term of one year. Thereafter, each director elected to fill a vacancy created by the expiration of a director's term on the Board shall serve a two year term unless earlier removed from the Board, as provided in Section 3.6 of these By-Laws. A member of the Board may be elected to succeed himself. Each member of the Board shall, within 90 days after his or her appointment or election, certify in writing that he or she has read and understands the Governing Documents of the Association and the provisions of the Act to the best of his or her ability.

The terms of office of all Directors must be staggered in such a manner that, to the extent possible, an equal number of members of the Board of Directors are elected at each election. The provisions of this subsection do not apply to:

- (i) Members of the Board of Directors who are appointed by the Declarant; and
- (ii) Members of the Board of Directors who serve a term of one year or less.

The following diagram depicts the Board composition at various stages of community development.



3.6. Removal of Directors and Vacancies.

(a) Any member of the Board of Directors, other than a member appointed by the Declarant, may be removed from the Board of Directors, with or without cause, if at a removal election the number of votes cast in favor of removal constitutes:

- (i) At least thirty-five percent (35%) of the total number of voting Members of the Association; and
- (ii) At least a majority of all votes cast in that removal election.

(b) The removal of any member of the Board of Directors must be conducted by secret written ballot. If the removal of a member of the Board of Directors is conducted by secret written ballot:

(i) The Secretary or other Officer specified in the By-Laws shall cause a secret ballot and a return envelope to be sent prepaid, by United States mail, to the mailing address of each Lot or to any other mailing address designated in writing by the Owner;

(ii) Each Member must be provided with at least fifteen (15) days after the date the secret written ballot is mailed to return the secret written ballot to the Association;

(iii) Only the secret written ballots that are returned to the Association may be counted to determine the outcome;

(iv) The secret written ballots must be opened and counted at a meeting of the Association. A quorum is not required to be present when the secret written ballots are opened and counted at the meeting; and

(v) The incumbent members of the Board of Directors, including, without limitation, the member who is subject to removal, may not possess, be given access to or participate in the opening or counting of the secret written ballots that are returned to the Association before those secret written ballots have been opened and counted at a meeting of the Association.

Upon removal of a director, a successor shall be elected by the Owners entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

B. Board Meetings.

3.7. Organizational Meetings. The first Board meeting following each annual meeting of the membership shall be held within 10 days thereafter at such time and place the Board shall fix.

3.8. Regular Board Meetings. Regular Board meetings may be held at such time and place a majority of the directors shall determine, but at least one such meeting shall be held in each quarter of the fiscal year.

3.9. Special Board Meetings. Special meetings of the Board shall be held whenever called by the President, Secretary, or any two (2) directors in office at that time, subject to the notice requirements set forth in Section 3.10, below.

3.10. Notice.

(a) Regular Notice Procedure. Except in an emergency as defined in subsection (c), below, the Secretary of the Association must cause, not less than ten (10) days before the date of a meeting of the Board, notice of the meeting to be given to the Owners. Such notice must be:

(i) Sent prepaid by United States mail to the mailing address of each Lot in the Association in the Area or to any other mailing address designated in writing by the Owner; or

(ii) Published in a newsletter or other similar publication that is circulated to each Owner.

(b) Emergency Notice Procedures. In an emergency, the Secretary of the Association must cause, if practicable, notice of the meeting to be sent prepaid by United States mail to the

mailing address of each Lot in the Association, or to any other mailing address designated in writing by the Owner. If delivery of the notice in this manner is impracticable, the notice must be hand-delivered to each Lot, or posted in a prominent place or places within the common elements.

(c) Emergency Defined. As used in this Section, "emergency" means any occurrence or combination of occurrences that:

- (i) Could not have been reasonably foreseen;
 - (ii) Affects the health, welfare and safety of the Owners;
 - (iii) Requires the immediate attention of, and possible action by, the Board;
- and
- (iv) Makes it impracticable to comply with the provisions of subsection (a) above and subsection (d) below.

(d) Contents of Notice. The notice of a meeting of the Board must state the time and place of the meeting, and include a copy of the agenda for the meeting or the date on which and the locations where copies of the agenda may be conveniently obtained by the Owners. The notice must include notification of the right of an Owner to:

- (i) Have a copy of the minutes or a summary of the minutes of the meeting provided to him or her upon request and, if required by the Board, upon payment to the Association of the cost of providing the copy to the Owner.
- (ii) Speak to the Association or Board, unless the Board is meeting in executive session.

3.11. Telephonic Participation in Board Meetings. Board members or any committee the Board designates may participate in a Board meeting or committee by conference via telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless otherwise specifically provided in these By-Laws or the Declaration. A Board meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the remaining directors constituting the quorum. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened Board meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. The Association shall not compensate directors unless approved by a majority of the votes in the Association at a regular or special Association meeting. Any director may be reimbursed for expenses incurred on the Association's behalf upon approval of a majority of the other directors.

(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.

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;

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- (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.

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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.

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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.

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.

AA 001321

6.3. Conflicts. If there are conflicts between the provisions of Nevada law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Nevada law, the Declaration, the Articles of Incorporation, and these By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. Except as otherwise provided in this subsection, the Board of Directors shall, upon written request of an Owner, make available the books, records, and other papers of the Association for review during the regular working hours of the Association, including, without limitation, all contracts to which the Association is a party and all records filed with a court relating to a civil or criminal action to which the Association is a party. The provisions of this subsection do not apply to:

(i) The personnel records of the employees of the Association, except for those records relating to the number of hours worked and the salaries and benefits of those employees;

(ii) The records of the Association relating to another Owner, except for those records described in subsection 2; and

(iii) A contract between the Association and an attorney.

Except for the minutes of Board meetings and membership meetings which must be retained until the Association is terminated, the books, records, and other papers of the Association must be maintained for at least 10 years, unless a longer period is set forth in the Act.

The Board of Directors shall not require an Owner to pay an amount in excess of \$10 per hour to review any books, records, contracts or other papers of the Association pursuant to the provisions of this section.

(b) Rules for Inspection. The Board shall establish rules with respect to: notice to be given to the custodian of the records; hours and days of the week when such an inspection may be made; and, payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or,

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Declarant. Prior to the conveyance of the first Lot by Declarant to a Home Owner, the Declarant may unilaterally amend these By-Laws. After such conveyance, and subject to the requirements of Article XVII of the Declaration, if applicable, Declarant may unilaterally amend these By-Laws at any time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; provided, any such amendment shall not adversely affect the title to any Lot unless the Lot Owner shall consent thereto in writing. Prior to termination of the Declarant Control period, Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the total Home Owner votes in the Association, and the Declarant's consent during the Declarant Control period. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon Recording unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege for so long as Declarant owns any property described on Exhibits "A" or "B" to the Declaration.

6.7. Membership Book. The Board shall keep and maintain at the Association's principal office of business a book containing each Member's name and address. Termination or transfer of membership shall be recorded in the book, together with the date on which such ownership was transferred.

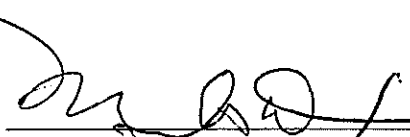
6.8. Diagrams. Diagrams included in these By-Laws are intended only to summarize the express written terms of the Governing Documents. Diagrams are not intended to supplant or supplement the express written or implied terms contained in the Governing Documents.

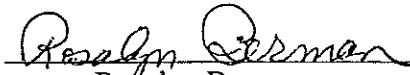
6.9. Severability.

(a) The inclusion of a provision in the Governing Documents that violates any provision of the Act does not render any other provisions of the Governing Documents invalid or otherwise unenforceable if the other provisions can be given effect in accordance with their original intent.

(b) In the event of a conflict between the provisions of the Declaration and the By-Laws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.


IN WITNESS WHEREOF, this Third Amended and Restated By-Laws have been executed by the Association as of the date first written above. The undersigned hereby certify that this Third Amendment has been adopted and approved in accordance with the Act.

By: 
Michael A. Dixon
Its: President

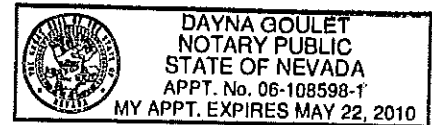
By: 
Rosalyn Berman
Its: Vice-President/Treasurer

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

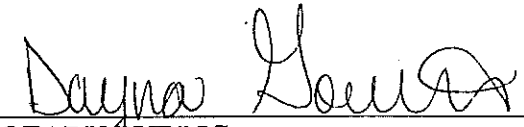
On the 14 day of May, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael A. Dixon, personally known by me or proved to me to be the person whose name is subscribed to the foregoing Third Amended and Restated Bylaws of Sun City Anthem Community Association, Inc. and who acknowledged to me that she/he executed the same.


NOTARY PUBLIC

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



On the 14 day of May, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rosalyn Berman, personally known by me or proved to me to be the person whose name is subscribed to the foregoing Third Amended and Restated Bylaws of Sun City Anthem Community Association, Inc. and who acknowledged to me that she/he executed the same.


NOTARY PUBLIC

Third Amended & Restated Bylaws

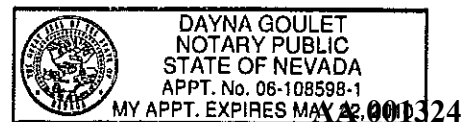


EXHIBIT “11”

AA 001325

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.

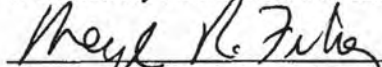
Dated: December 5, 2012


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

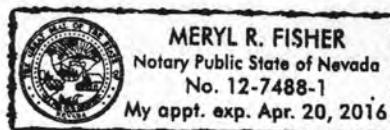


EXHIBIT “12”

AA 001327



Red Rock Financial Services
Accounting Ledger
 Information as of: **May 29, 2013**

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
1/1/2006	Quarterly Assessment	\$235.00	\$235.00		Conversion
2/1/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Conversion
4/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
4/18/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
7/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
7/12/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
10/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
10/26/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
1/1/2007	Quarterly Assessment	\$235.00	\$235.00		Billing
1/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
3/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
4/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
6/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
7/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
10/1/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00		Sun City Anthem
10/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00	1873	Quarterly Assessment Receipt Processing
1/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem
1/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6761	Quarterly Assessment Receipt Processing
3/1/2008	Special Assessment	(\$81.32)	(\$81.32)		Reverse Fence Painting
3/1/2008	Special Assessment	\$81.32	\$0.00		Fence Painting
4/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT
4/8/2008	Association Mgmt Payment	(\$275.00)	\$0.00	3313	Assmt Receipt Processing
6/1/2008	Unit Repair	\$81.32	\$81.32		Fence Painting
6/25/2008	Association Mgmt Payment	(\$81.32)	\$0.00	2044	Receipt Processing
7/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT
7/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6578	Assmt Receipt Processing
9/25/2008	Association Mgmt Payment	(\$175.00)	(\$175.00)	02057	Lockbox Payment
10/1/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00		Sun City Anthem QT Assmt

AA 001328



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
12/31/2008	Association Mgmt Payment	(\$240.00)	(\$240.00)	02074	Lockbox Payment
1/1/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
4/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
4/7/2009	Association Mgmt Payment	(\$240.00)	\$0.00	02090	Lockbox Payment
7/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/13/2009	Association Mgmt Payment	(\$240.00)	\$0.00	23791	Lockbox Payment
10/9/2009	Association Mgmt Payment	(\$240.00)	(\$240.00)	97004	Lockbox Payment
1/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
1/25/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	10803	Lockbox Payment
4/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
7/1/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/30/2010	Late Fees	\$25.00	\$265.00		Late Fees
8/16/2010	Association Mgmt Payment	(\$265.00)	\$0.00	63164	Lockbox Payment
10/7/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	98965	Lockbox Payment
1/1/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00		Sun City Anthem QT Assmt
2/18/2011	Association Mgmt Payment	(\$10.00)	\$0.00	84899	Lockbox Payment
4/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
4/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
5/20/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02215	Lockbox Payment
7/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
7/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
8/18/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02227	Lockbox Payment
10/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
10/11/2011	Association Mgmt Payment	(\$240.00)	\$10.00	52791	Lockbox Payment
11/22/2011	Association Mgmt Payment	(\$10.00)	\$0.00	61105	Lockbox Payment
1/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
1/30/2012	Late Fees	\$25.00	\$300.00		Late Fees
2/21/2012	Association Mgmt Payment	(\$300.00)	\$0.00	00112	Lockbox Payment

AA 001329



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
4/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/26/2012	Association Mgmt Payment	(\$275.00)	\$0.00	127	Receipt Processing
7/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/31/2012	Late Fees	\$25.00	\$300.00		Late Fees
8/31/2012	Late Fees	\$25.00	\$325.00		Late Fees
9/13/2012	Management Company Collection Cost	\$150.00	\$475.00		Management Company Collection Fee
9/17/2012	Intent to Lien Letter	\$125.00	\$600.00		
9/17/2012	Mailing Costs	\$8.97	\$608.97		
9/17/2012	Mailing Costs	\$8.97	\$617.94		
9/24/2012	Vendor Adjustment	(\$150.00)	\$467.94		
9/30/2012	Late Fees	\$25.00	\$492.94		Late Fees
9/30/2012	Interest	\$1.21	\$494.15		Interest
10/1/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15		Sun City Anthem QT Assmt
10/18/2012	Red Rock Partial Payment	(\$300.00)	\$469.15	PC 143	Partial Payment
10/31/2012	Late Fees	\$25.00	\$494.15		Late Fees
11/30/2012	Late Fees	\$25.00	\$519.15		Late Fees
12/5/2012	Lien Recording Costs	\$34.00	\$553.15		
12/5/2012	Lien Release	\$30.00	\$583.15		
12/5/2012	Lien for Delinquent Assessment	\$325.00	\$908.15		
12/5/2012	Mailing Costs	\$8.20	\$916.35		
12/5/2012	Mailing Costs	\$8.20	\$924.55		
12/20/2012	Payoff Demand	\$150.00	\$1,074.55		Ticor Title
12/31/2012	Late Fees	\$25.00	\$1,099.55		Late Fees
12/31/2012	Interest	\$1.10	\$1,100.65		Interest
1/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65		Sun City Anthem QT Assmt
1/16/2013	Payoff Demand	\$50.00	\$1,425.65		Ticor Title
1/31/2013	Late Fees	\$25.00	\$1,450.65		Late Fees
2/5/2013	Intent to NOD	\$90.00	\$1,540.65		

AA 001330



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
3/2/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/2/2013	Late Fees	(\$25.00)	\$1,540.65		Sun City Anthem QT Assmt
3/7/2013	NOD Mailing Costs	\$85.70	\$1,626.35		
3/7/2013	Notice of Default	\$400.00	\$2,026.35		
3/7/2013	NOD Recording Costs	\$22.00	\$2,048.35		
3/7/2013	NOD Release	\$30.00	\$2,078.35		
3/7/2013	NOD Release Recording Costs	\$22.00	\$2,100.35		
3/7/2013	Trustee Sale Guarantee	\$350.00	\$2,450.35		
3/27/2013	Vendor Adjustment	(\$350.00)	\$2,100.35		
3/27/2013	Red Rock Fee Adjustment	(\$559.70)	\$1,540.65		
3/31/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/31/2013	Interest	\$2.31	\$1,567.96		Interest
4/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,842.96		Sun City Anthem QT Assmt
4/2/2013	Late Fees	\$25.00	\$1,867.96		Late Fees
4/2/2013	Late Fees	(\$25.00)	\$1,842.96		Rev 04/02/13 LF
4/4/2013	NOD Mailing Costs	\$85.70	\$1,928.66		
4/4/2013	Notice of Default	\$400.00	\$2,328.66		
4/4/2013	NOD Recording Costs	\$22.00	\$2,350.66		
4/4/2013	NOD Release	\$30.00	\$2,380.66		
4/4/2013	NOD Release Recording Costs	\$22.00	\$2,402.66		
4/4/2013	Trustee Sale Guarantee	\$350.00	\$2,752.66		
4/4/2013	NOD Mailing Charges Adjustment	(\$25.71)	\$2,726.95		
4/30/2013	Payoff Demand	\$150.00	\$2,876.95		Miles Bauer
5/1/2013	Late Fees	\$25.00	\$2,901.95		Late Fees
5/29/2013	Payoff Demand	\$150.00	\$3,051.95		Proudfit Realty
5/31/2013	Association Interest	\$3.52	\$3,055.47		

AA 001331

EXHIBIT “13”

AA 001332

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

Inst #: 201402120001527
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 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

AA 001333

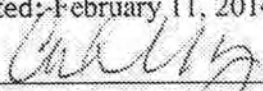
Tobin 000064

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)

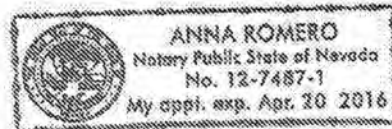
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and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




AA 001334

Tobin 000065

EXHIBIT “14”

AA 001335

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	
Respondent ID	271957	Receiving Board	RED	
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 Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	Bonnie Schmidt	
Comments:	R808634	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38 310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- 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	05/15/2014	06/02/2014	Anne Moore
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: NOS CLOSED Comments: 89052								
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014	02/18/2014	02/18/2014	BONNIE SCHMIDT
Target: ESTATE OF GORDON B HANSEN, THE Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 04/08/2013 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,081.45 APN ON NOS 191-13-811-052 Comments: 89052								

CERTIFIED
 This is a true and correct copy of the original which is on file at the Nevada Division of Real Estate.

[Signature]
 CUSTODIAN OF RECORDS
 Date Certified 4/2/15

AA 001336

CERTIFICATE OF CUSTODIAN OF RECORDS

NOW COMES, TERALYN LEWIS, who declares under penalty of perjury:

1. That the undersigned is an employee of the State of Nevada Department of Business & Industry, Real Estate Division and a custodian of the records attached hereto.

2. That on the 9th day of April 2019, the undersigned or designee received a public records request requesting certified copies of the Real Estate Division database screens for notices of sales for following assessor parcel numbers and addresses:

- a) 190-06-214-036 1382 Couperin Dr
- b) 190-18-613-021 2416 Idaho Falls
- c) 190-06-410-083 2532 Grandville Ave
- d) 190-18-713-093 2115 Sandstone Cliffs
- e) 191-12-210-030 2842 Forest Grove
- f) 191-14-511-001 2167 Maple Heights
- g) 191-18-113-004 2584 Pine Prairie
- h) 191-13-811-052 2763 White Sage Dr.
- i) 191-12-512-023 2721 Evening Sky
- j) 190-18-812-053 2260 Island City
- k) 190-18-312-003 2175 Clearwater Lake Dr.
- l) 191-13-213-005 2921 Hayden Creek Terrace
- m) 191-13-313-003 2986 Olivia Heights Ave
- n) 191-13-411-023 2273 Garden City Ave.
- o) 191-13-113-050 2078 Wildwood Lake St.
- p) 124-29-314-081 3416 Casa Alto Ave. No Las Vegas 89031
- q) 190-17-310-002 2227 Shadow Canyon Dr

3. That the undersigned provided records on or about April 15, 2019.


4. That the undersigned has examined the original or authentic copy of records produced and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

AA 001337

CERTIFICATE OF CUSTODIAN OF RECORDS

5. That to the best of my knowledge, the original of those records produced was made at or near the time of the act or event recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity.

DATED this 15 day of April, 2019.



TERILYN LEWIS
Custodian of Records
State of Nevada Real Estate Division

State of Nevada }
County of Clark }

SIGNED AND SWORN to before me on 15th day of APRIL, 2019,

By FELIPE RODRIGUEZ



NOTARY PUBLIC

My Commission Expires: 10/6/2020



EXHIBIT “15”

AA 001339

STEVE SISOLAK
Governor

STATE OF NEVADA



MICHAEL BROWN
Director

SHARATH CHANDRA
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

www.red.nv.gov

PUBLIC RECORDS REQUEST FEE

Date: April 12, 2019

Requestor: Nona Tobin

Re: Certified copies of Ombudsman compliance screens for the following NOS': (1) 2763 White Sage Drive APN 191-13-811-052 (2) APN 190-06-214-036 1382 Couperin Dr (3) APN 190-18-613-021 2416 Idaho Falls (4) APN 190-06-410-083 2532 Grandville Ave (5) APN 190-18-713-093 2115 Sandstone Cliffs (6) APN 191-12-210-030 2842 Forest Grove (7) APN 191-14-511-001 2167 Maple Heights (8) APN 191-18-113-004 2584 Pine Prairie (9) APN 191-12-512-023 2721 Evening Sky (10) APN 190-18-812-053 2260 Island City (11) APN 190-18-312-003 2175 Clearwater Lake Dr. (12) APN 191-13-213-005 2921 Hayden Creek Terrace (13) APN 191-13-313-003 2986 Olivia Heights Ave (14) APN 191-13-411-023 2273 Garden City Ave. (15) APN 191-13-113-050 2078 Wildwood Lake St. (16) APN 124-29-314-081 3416 Casa Alto Ave. No Las Vegas 89031 (17) APN 190-17-310-002 2227 Shadow Canyon Dr

Quantity	Description	Rate	Amount
17 documents	Certified copies of notices of sales listed above	\$5.00 per document	\$85.00
Total			\$85.00

Please submit payment by cash (exact change), check or money order made payable to the Nevada Real Estate Division. Provide this document for proper remittance. Please contact me if you have questions regarding this matter.

Teralyn Lewis
Telephone: (702) 486-4036
Email: Teralyn.Lewis@red.nv.gov

AA 001340

**Nevada Department of Business and Industry
Real Estate Division**

Payment Receipt

Transaction Date : 04/15/2019

Cashier : Evelyn Pattee

Receipt # : 513923

Receipt Identification : NRED CUSTOMER

Money Tendered

Type	Amount	Reference	Payer Name	Payment Comment
Check	\$85.00	513	NONA TOBIN	PUBLIC RECORDS REQUEST
Total :	\$85.00			

Distribution

License	Use	Amount	Fee Desc	Business Name	Paid From	Paid To	BY
\$\$\$0000001	-----	85.00	OMB COPIES	NRED CUSTOMER			Evelyn Pattee

The following licenses have fees due or credit amounts available.

\$\$\$0000001 \$36.44 Fees Due

Close

AA 001341

EXHIBIT “16”

AA 001342

1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 **MUSHKIN CICA COPPEDGE**
4 4495 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-454-3333
6 Facsimile: 702-386-4979
Michael@mccnvlaw.com
7 jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

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

12
13 JOEL A. STOKES and SANDRA F.
STOKES, as trustee for the JIMI JACK
14 IRREVOCABL TRUST,

15 Plaintiffs,

16 vs.

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

20 Defendants.

21 And Related Matters.

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

22 **NONA TOBIN'S INITIAL LIST OF WITNESSES AND**
23 **PRODUCTION OF DOCUMENTS**

24 Counterclaimant/Cross-Claimant, Nona Tobin, an individual and as Trustee of the
25 Gordon B. Hansen Trust, by and through her undersigned counsel, hereby submits the following
26 list of witnesses and documents pursuant to NRCP Rule 16.1.:

27 ///

28 ///

AA 001343

1 **A. Counter-Claimant/Cross-Claimant's Documents [NRCP 16.1(a)(1)(A)]**

Document	Bates No.
Grant Bargain and Sale Deed recorded July 31, 2003 as Instrument No. 20030731-04442	Tobin 000001- Tobin 000004
Quitclaim Deed recorded June 11, 2004 as Instrument No. 20040611-0005547	Tobin 000005- Tobin 000008
Gordon B. Hansen Trust document, dated August 22, 2008	Tobin 000009- Tobin 000038
Grant, Bargain, Sale Deed recorded August 27, 2008 as Instrument No. 20080827-0003627	Tobin 000039- Tobin 000042
Certificate of Death Gordon B. Hansen	Tobin 000043
Cancelled checks to Sun City Anthem Community Association (account number redacted)	Tobin 000044- Tobin 000045
Collection Letter from Red Rock Financial Services dated November 5, 2012 with attached accounting ledger	Tobin 000046- Tobin 000049
Sun City Anthem Community Association Transaction Report January 1, 2000 to April 1, 2016	Tobin 000050- Tobin 000053
Sun City Anthem Community Association Invoice dated May 9, 2016	Tobin 000054
Lien for Delinquent Assessments recorded December 14, 2012 as Instrument No. 201212410001338	Tobin 000055
Notice of Default and Election to Sell recorded March 12, 2013 as Instrument No. 201303120000847	Tobin 000056
Notice of Rescission recorded April 3, 2013 as Instrument No. 201304030001569	Tobin 000057
Red Rock Financial Services Payoff letter with attached accounting ledger dated May 29, 2013	Tobin 000058- Tobin 000063
Notice of Foreclosure Sale recorded April 12, 2014 as Instrument No. 201402120001527	Tobin 000064- Tobin 000065
Red Rock Financial Services Payoff letter with attached accounting ledger dated March 28, 2014	Tobin 000066- Tobin 000073
Purchase Agreement with Joint Escrow Instructions dated May 21, 2014	Tobin 000074- Tobin 000079
Ombudsman Compliance Record Cancellation of Notice of Sale	Tobin 000080
Foreclosure Deed recorded August 22, 2014 as Instrument No. 20140822-0002548	Tobin 000081- Tobin 000083
Email from Nona Tobin to Craig Leidy re: Questions about Foreclosure Sale dated October 13, 2014	Tobin 000084- Tobin 000086
Nationstar Mortgage Loan Statement dated December 22, 2014	Tobin 000087
Clark County Recorder's printout of Liens between June 1, 2013 and May 11, 2018	Tobin 000088

3 **B. Persons believed to have relevant knowledge [NRCP 16.1 (a)(1)(B)]**

- 4 1. Elyssa Rammos, Community Association Manager
5 c/o Sun City Anthem Community Association
6 Sun City Anthem 2450 Hampton Rd.
7 Henderson, NV 89052
8 Telephone 702.614.5805

9 Ms. Rammos is expected to have knowledge regarding the facts and circumstances,
10 which are the subject of this litigation.

- 11 2. Person Most Knowledgeable
12 Red Rock Financial Services
13 4775 W. Teco Avenue, Suite 140.
14 Las Vegas, NV 89118

15 This witness is expected to have knowledge regarding the facts and circumstances,
16 which are the subject of this litigation.

- 17 3. Person Most Knowledgeable
18 FirstService Residential (FSR)
19 Steven Parker, President
20 8290 Arville St.
21 Las Vegas, NV 89139

22 This witness is expected to have knowledge regarding the facts and circumstances,
23 which are the subject of this litigation.

- 24 4. Person Most Knowledgable
25 RMI Management
26 5055 Tamarus St.
27 Las Vegas, NV 89119

28 This witness is expected to have knowledge regarding the facts and circumstances,
which are the subject of this litigation.

5. Douglas J. Proudfit
Windermere Proudfit Realty
2880 Bicentennial Pkwy # 130,
Henderson, NV 89044
702-453-7653

1 Mr. Proudfit is expected to have knowledge regarding the facts and circumstances,
2 which are the subject of this litigation.

3 6. Forrest Barbee, Broker
4 Berkshire Hathaway Home Services
5 3185 St. Rose Parkway, Suite 100
6 Henderson, NV 89052

7 Mr. Barbee is expected to have knowledge regarding the facts and circumstances, which
8 are the subject of this litigation.

9 7. Craig Leidy,
10 c/o Berkshire Hathaway Home Services
11 3185 St. Rose Parkway, Suite 100
12 Henderson, NV 89052

13 Mr. Liedy is expected to have knowledge regarding the facts and circumstances, which
14 are the subject of this litigation.

15 8. Thomas Lucas
16 Opportunity Homes, LLC
17 2657 Windmill Parkway, Suite 145
18 Henderson, NV 89074

19 Mr. Lucas is expected to have knowledge regarding the facts and circumstances, which
20 are the subject of this litigation.

21 9. All witnesses identified by all parties.

22 10. All witnesses necessary for rebuttal and/or impeachment.

23 11. Any and all expert witnesses.

24 Counter-Claimant/Cross-Claimant reserves the right to supplement and amend this list
25 up to and including the time of trial as discovery continues in this matter.

26 **C. Computation of Damages [NRCP 16.1 (a)(1)(C)]**

27 Counterclaimant/Cross-Claimant, Nona Tobin seeks to quiet title to the subject property,
28 together with the recovery of her attorney's fees, costs and expenses incurred herein.

D. Insurance Agreements [NRCP 16.1 (a)(1)(D)]

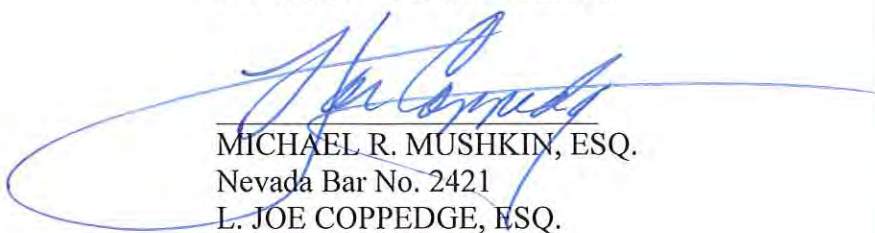
N/A.

Nona Tobin reserves the right to supplement this disclosure of witnesses and documents,

1 as may be warranted through the course of discovery.

2 DATED this 12 day of July, 2018.

3 MUSHKIN CICA COPPEDGE

4 

5 MICHAEL R. MUSHKIN, ESQ.

6 Nevada Bar No. 2421

7 L. JOE COPPEDGE, ESQ.

8 Nevada Bar No. 4954

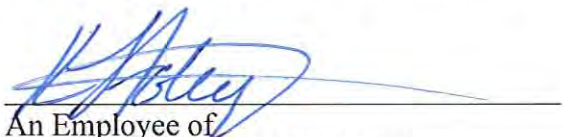
9 4495 South Pecos Road

10 Las Vegas, Nevada 89121

11 *Attorneys for Nona Tobin, an individual and*
12 *as Trustee of the Gordon B. Hansen Trust*

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that the foregoing **Nona Tobin's Initial List of Witnesses and**
15 **Production of Documents** was submitted electronically for filing and/or service with the
16 Eighth Judicial District Court on this 13th day of July, 2018. Electronic service of the foregoing
17 document shall be upon all parties listed on the Odyssey eFileNV service contact list:

18 

19 An Employee of
20 MUSHKIN CICA COPPEDGE

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	
Respondent ID	271957	Receiving Board	RED	
Respondent Address	ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	Bonnie Schmidt	
Comments:	R808834	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- 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								

AA 001348

EXHIBIT “17”

AA 001349

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

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

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.

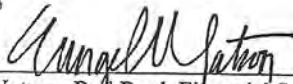
NOTICE IS HERBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark 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

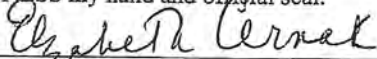


Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

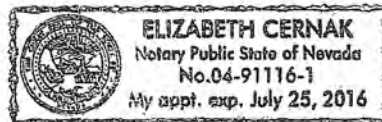
STATE OF NEVADA)
COUNTY OF CLARK)

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



AA 001350

Tobin 000057

EXHIBIT “18”

AA 001351

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

Inst #: 201402120001527
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 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

AA 001352

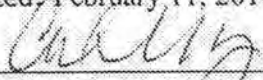
Tobin 000064

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)

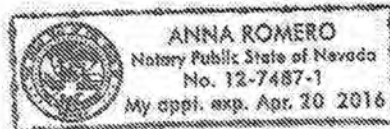
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and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



AA 001353

Tobin 000065