

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 JIMI JACK 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.

Electronically Filed
Dec 19 2019 04:58 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No.: 79295

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

16 **APPELLANT’S APPENDIX OF DOCUMENTS**

17 **VOLUME VIII of XIV**

18 Michael R. Mushkin
19 Nevada Bar No. 2421
20 L. Joe Coppedge, Esq.
21 Nevada Bar No. 4954
22 **MUSHKIN & COPPEDGE**
6070 South Eastern Ave. Suite 270
Las Vegas, Nevada 89121
702-454-3333 Telephone
702-386-4979 Facsimile
jcoppedge@mccnvlaw.com

Volume	Document	Bates No.
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
V	Cross-Defendant Sun City Anthem Community Association's Reply in Support of its Motion for Summary Judgment	AA 000995 - AA 001008
I	Defendant in Intervention Nationstar Mortgage, LLC's Answer to Plaintiffs' Complaint and Counterclaim	AA 000057 - AA 000126
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
III	Initial Appearance Fee Disclosure	AA 000424 - AA 000426
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

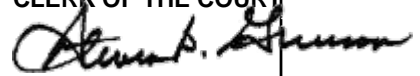
1		Joel Stokes and Sandra F. Stokes, As Trustees of the JimiJack Irrevocable Trust's, Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001373 - AA 001375
2	VIII		
3	I	Judgment by Default Against Defendant Bank of America	AA 000010 - AA 000011
4	VI	Motion for Reconsideration (Part 1)	AA 001102 - AA 001300
5	VII	Motion for Reconsideration (Part 2)	AA 001301 - AA 001353
6	II	Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078	AA 000164 - AA 000281
7	I	Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000012 - AA 000056
8	IV	Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Motion for Summary Judgment	AA 000827 - AA 000861
9		Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Opposition to Nona Tobin's Motion for Reconsideration	AA 001370 - AA 001372
10	VIII		
11	I	Nationstar Mortgage, LLC's Non-Opposition to JimiJack Irrevocable Trust's Motion to Consolidate	AA 000141 - AA 000143
12		Nationstar Mortgage, LLC's Response to Nona Tobin's Opposition to Nationstar Mortgage, LLC's Motion for Summary Judgment Against JimiJack and Countermotion for Summary Judgment	AA 001059 - AA 001101
13	V		
14	III	Nona Tobin's Answer to Plaintiff's Complaint and Counterclaim	AA 000386 - AA 000423
15	III	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC	AA 000451 - AA 000509
16	III	Nona Tobin's Crossclaim Against Yuen K. Lee d/b/a F. Bondurant, LLC	AA 000427 - AA 000450
17	II	Nona Tobin's Crossclaim for Quiet Title Against Sun City Anthem Community Association, Inc. (HOA)	AA 000290 - AA 000385
18	XII	Nona Tobin's Declarations in Support of MINV as an Individual	AA 002339 - AA 002550
19	X	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 1)	AA 001922 - AA 002076
20	XI	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 2)	AA 002077 - AA 002326
21	XII	Nona Tobin's Motion to Intervene as an Individual Per Rule 24 (Part 3)	AA 002327 - AA 002338
22	XIV	Notice of Appeal	AA 002862 - AA 002864

1	III	Notice of Appearance of Counsel	AA 000615 - AA 000617
2	XIII	Notice of Entry of Findings of Fact, Conclusions of Law and Judgment	AA 002565 - AA 002580
3	V	Notice of Entry of Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001045 - AA 001058
4	X	Notice of Entry of Order Denying Motion for Reconsideration	AA 001889 - AA 001895
5	III	Notice of Entry of Order Denying Motion for Summary Judgment	AA 000620 - AA 000625
6	II	Notice of Entry of Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000285 - AA 000289
7	I	Notice of Entry of Order Granting in Part Nationstar Mortgage, LLC's Motion to Substitute Party, Intervene and Set Aside Default Judgment	AA 000131 - AA 000135
8	IV	Notice of Entry of Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000633 - AA 000643
9	V	Notice of Entry of Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant, LLC	AA 000868 - AA 000878
10	X	Notice of Entry of Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001899 - AA 001905
11	V	Notice of Entry of Stipulation and Order Reforming Caption	AA 001015 - AA 001024
12	XIV	Notice of Hearing	AA 002861
13	I	Notice of Lis Pendens	AA 000127 - AA 000130
14	VIII	Notice of Lis Pendens	AA 001354 - AA 001355
15	III	Opportunity Homes, LLC's Reply to Nationstar Mortgage, LLC's Opposition to Motion for Summary Judgment	AA 000601 - AA 000614
16	III	Opposition to Sun City Anthem's Motion to Dismiss	AA 000535 - AA 000558
17	X	Order Denying Motion for Reconsideration	AA 001885 - AA 001888
18	III	Order Denying Motion for Summary Judgment	AA 000618 - AA 000619
19	II	Order Granting Applicant Nona Tobin's Motion to Intervene	AA 000282 - AA 000284
20	I	Order Granting Motion to Consolidate and Denying Motion for Summary Judgment	AA 000144 - AA 000145
21			
22			

1	IV	Order Granting Thomas Lucas and Opportunity Homes, LLC's Motion for Summary Judgment	AA 000626 - AA 000632
2	XII	Order on Findings of Fact, Conclusions of Law and Judgment	AA 002551 - AA 002564
3	I	Plaintiff, JimiJack Irrevocable Trust's, Opposition to Nona Tobin and Steve Hansen's Motion to Intervene	AA 000146 - AA 000150
4	XIV	Recorder's Transcript Bench Trial Day 2 06/06/19	AA 002926 - AA 002960
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
7	XIV	Recorder's Transcript of Hearing Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 03/28/17	AA 002910 - AA 002925
8	XIV	Recorder's Transcript of Hearing: All Pending Motions April 23, 2019	AA 002608 - AA 002640
9	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
10	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
11	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
12	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
13	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
14	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
15	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
16	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
17	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
18	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
19	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
20	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
21	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
22	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591

1	III	Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment	AA 000592 - AA 000600
2	XIII	Transcript of Proceedings: All Pending Motions 01/10/19	AA 002657 - AA 002666
3	XIII	Transcript of Proceedings: All Pending Motions 03/26/19	AA 002667 - AA 002701
4	XIII	Transcript of Proceedings: All Pending Motions 05/25/17	AA 002641 - AA 002656
5	XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
6	XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
7	XIV	Transcript of Proceedings: Calendar Call 06/03/19	AA 002779 - AA 002808
8	XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
9	XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

10
11
12
13
14
15
16
17
18
19
20
21
22



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
6 Fax: 702-386-4979
7 michael@mccnvlaw.com
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 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee of the JIMI JACK
14 IRREVOCABLE TRUST,

15 Plaintiffs,
16 vs.

17 BANK OF AMERICA, N.A.;

18 Defendant.

19 NATIONSTAR MORTGAGE, LLC,

20 Counter-Claimant,
21 vs.

22 JIMI JACK IRREVOCABLE TRUST,
23 Counter-Defendant.

24
25 CAPTION CONTINUES BELOW
26
27
28

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

Department: XXXI

NOTICE OF LIS PENDENS

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

4 Counter-Claimant,

5 vs.

6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMI JACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10,
inclusive,

Counter-Defendants.

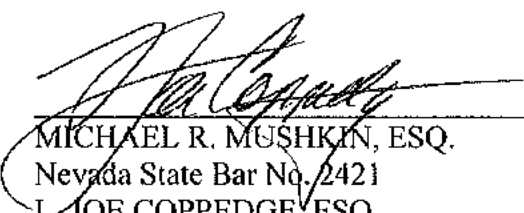
NOTICE OF LIS PENDENS

14 NOTICE IS HEREBY GIVEN that litigation is pending in the above-entitled Court
15 between the above-named parties, and the resulting litigation and orders may affect title to real
16 property commonly known as 2763 White Sage Drive, Henderson, Clark County Nevada,
17 Assessor Parcel Number 191-13-811-052 (the "Property"), and more particularly described as
18 follows:

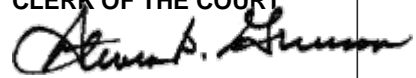
19 Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City
20 Anthem Unit No. 19 Phase 2, as shown by Map thereof on File in
21 Book 102 of Plats, Page 80, in the Office of the County Recorder,
Clark County, Nevada.

22 DATED this 30 day of April, 2019

23 MUSHKIN • CICA • COPPEDGE

24
25 
26 MICHAEL R. MUSHKIN, ESQ.
Nevada State Bar No. 2421
27 L. JOE COPPEDGE, ESQ.
Nevada State Bar No. 4954
28 4495 S. Pecos Road
Las Vegas, Nevada 89121

AA 001355



1 LIPSON NEILSON, P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

8 DISTRICT COURT
9
10 CLARK COUNTY, NEVADA

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

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY
17 ANTHEM COMMUNITY ASSOCIATION,
18 INC.; DOES I through X and ROE
19 BUSINESSENTITIES I through X,
20 inclusive,

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC

23 Counter-Claimant,

24 vs.

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

Counter-Defendants.

NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.

CASE NO.: A-15-720032-C

Dept. XXXI

**CROSS-DEFENDANT SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S OPPOSITION TO
CROSS CLAIMANT NONA TOBIN'S
MOTION FOR RECONSIDERATION**

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

AA 001356

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCALE TRUST,
7 Counter-Defendants.
8
9 NONA TOBIN, an individual, and Trustee
10 of the GORDON B. HANSEN TRUST.
11 Dated 8/22/08
12 Cross-Claimant,
13 vs.
14 SUN CITY ANTHEM COMMUNITY
15 ASSOCIATION, INC., DOES 1-10, AND
16 ROE CORPORATIONS 1-10, inclusive,
17 Counter-Defendants.
18
19 NONA TOBIN, an individual, and Trustee
20 of the GORDON B. HANSEN TRUST.
21 Dated 8/22/08
22 Cross-Claimant,
23 vs.
24 YUEN K. LEE, an Individual, d/b/a
25 Manager, F. BONDURANT, LLC,
26 Counter-Defendant.

23 Cross-Defendant SUN CITY ANTHEM COMMUNITY ASSOCIATION (hereafter
24 "HOA") by and through its counsel of record LIPSON NEILSON P.C., hereby submits its
25 Opposition in response to Motion for Reconsideration filed April 29, 2019, by Nona
26 Tobin, as Trustee of the Gordon B. Hansen Trust ("Tobin").

27 This Opposition is based upon the Memorandum of Points & Authorities, the
28

1 papers and pleadings on file, prior argument and any future argument the Court may
2 allow.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I. LEGAL STANDARD**

5 "Only in very rare instance in which the new issues of fact or law raised
6 supporting a ruling contrary to the ruling already reached should a motion for rehearing
7 be granted." *Masonry and Tile Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741
8 (1997), citing *Little Earth of United Tribes v. Department of Housing*, 807 F.2d 1433,
9 1441 (8th Cir. 1986). A district court may reconsider a previously decided issue if
10 substantially different evidence is subsequently introduced or the decision is clearly
11 erroneous. *Id.*

12 **II. LEGAL ARGUMENT**

13 **A. The Motion for Reconsideration Should Be Denied as There is
14 Nothing New for the Court to Consider and the Prior Decision is Not
15 Erroneous**

16 The Nevada Supreme Court has held that motions for reconsideration are
17 appropriate only when substantially different evidence is subsequently introduced or the
18 decision is clearly erroneous," *Masonry and Tile Contractors v. Jolly Urga & Wirth*, 113
19 Nev. 737, 741 (1997); see also, *Moore v. City of Las Vegas*, 92 nev. 402, 405, 551 P.2d
20 244, 246 (1976) ("Only in very rare instances in which new issues of fact or law are
21 raised supporting a ruling contrary to the ruling already reached should a motion for
22 rehearing be granted.").

23 Additionally, reconsideration is only proper if the newly discovered evidence is
24 "substantially different" from the prior evidence and "not previously obtainable in the
25 exercise of due diligence." *Masonry and Tile Contractors v. Jolly Urga & Wirth*, 113 Nev.
26 737, 741 (1997). See also, *Mustafa v. Clark County School District*, 157 F.3d 1169,
27 1178-79 99th Cir., 1998) (generally, leave for reconsideration is only granted upon a
28 showing of: (1) newly discovered evidence; (2) the court having committed clear error or

AA 001358

1 manifest injustice; or (3) an intervening change in controlling law); *Harvey's Wagon*
2 *Wheel Inc. v. MacSween*, 96 Nev. 215, 217-218, 606 P.3d 1095, 1097 (1980).

3 Here, Tobin has no basis for reconsideration of the recent Order. Tobin has not
4 offered any new facts or new law to support a ruling contrary to the one issued by the
5 Court at the March 26, 2019 hearing. Tobin's brief is a rehashing of the same facts and
6 law raised in the briefing in preparation of the March 26, 2019 hearing. Particularly,
7 Tobin asserted in her Opposition to the HOA's Motion for Summary Judgment the
8 following mistakes:

9 (i) the HOA failed to properly credit payments; (ii) the HOA and RRFS
10 failed to accurately calculate the amount due; (iii) RRFS failed to provide
11 proper notice of the foreclosure sale; and perhaps most important, (iv) the
12 foreclosure was conducted on a cancelled Notice of Sale.

13 Opposition p. 13. Here in the Motion for Reconsideration Tobin asserts the following:

14 Generally, the HOA did not comply with its own CC&Rs (Tobin
15 Declaration, ¶¶ 45-47); the HOA did not properly credit payments (Tobin
16 Declaration, ¶¶ 41-43 and 50-52); the HOA failed to accurately calculate
17 the amount due (Tobin Declaration, ¶¶ 41-43 and 50-52); The HOA failed
18 to give proper notice of the foreclosure sale (Tobin Declaration, ¶¶ 49 and
19 58); and the Notice of Sale was cancelled and not replaced (Tobin
20 Declaration, ¶¶ 63 – 66).

21 Motion for Reconsideration p. 18. These are not new arguments in the Motion for
22 Reconsideration. Tobin attempts to highlight and re-argue the failure to notice claim by
23 focusing on the CC&Rs, however as explained below in section 1, this argument also
24 was addressed previously. Tobin also attempts to bolster her argument regarding the
25 Ombudsman screenshot that was previously addressed and dealt with in the Order.

26 The Findings of Fact, Conclusions of Law and Order (the "Order") filed on April
27 17, 2019, with a Notice of Entry of Order filed April 18, 2019, has two provisions that are
28 relevant to Tobin's claims in the Motion for Reconsideration.

First, on page 4 at paragraph 21, the Order states: "Red Rock complied with all
mailing requirements." Second, on pages 8-9 at paragraph 11, the Order states:

1 HOA has met its burden in establishing that there is no genuine issue
2 of material fact and that it is entitled to summary judgment. Tobin
3 has failed to meet her burden in opposing the Motion because the
4 screenshot was not authenticated as necessary pursuant to NRCP
5 56. Additionally, even if authenticated, the screenshot does not
6 create a genuine issue of material fact because it does not establish
7 that the sale was cancelled prior to the time of the foreclosure sale,
8 the basis for the remarks, and whether the statements as indicated
9 are the Ombudsman's opinions or the truth. The totality of the facts
10 evidence that the HOA properly followed the processes and
11 procedures in foreclosing upon the Property.

12 (emphasis added). The facts and law in the Motion for Reconsideration are not new
13 and were addressed at the hearing and by the Order.

14 **1. Tobin's Claim that the HOA did not Comply with CC&Rs.**

15 Tobin's Claim that the HOA did not Comply with CC&Rs, is a notice argument.
16 However, the reason this notice argument is phrased as not complying with the CC&Rs
17 instead of phrased as not providing notice as required by the statute, is because the
18 foreclosure statute does not require a hearing to be noticed, but instead mailing of
19 recorded notices, as the owner is already aware they have to pay assessments. The
20 portion of the CC&Rs referenced by Tobin is separate issue from foreclosure, and it
21 does not require a hearing prior to foreclosure. However, this sub-argument was
22 addressed at the hearing. Counsel for Sun City Anthem obtained the video of the
23 hearing to prepare the Findings of Fact and Conclusion of Law that has been filed.
24 Specifically, 22 minutes into the hearing counsel for Sun City Anthem addresses the
25 claim that a notice of hearing was not provided to Tobin. The particular reference to the
26 CC&Rs is not included in the Opposition to the Motion but added in the new declaration
27 attached to the Motion for Reconsideration at ¶ 46, referencing section 7.4 of the CC&Rs.
28 As argued by Sun City Anthem's counsel this section of the CC&Rs is a separate issue
from foreclosure involving "sanctions for violation of the Governing Documents."
Further down in section 7.4 at 7.4(iii) (See portions of CC&Rs attached as Exhibit 1), it
references the sanction that was considered in this case, and it states: "suspending any

1 Person's right to use any recreational facilities within the Common Area." As argued
2 previously, a notice of hearing was sent on this sanction to suspend use of the facilities,
3 but it is a different issue separate and apart from foreclosure and cannot impact the
4 foreclosure sale. The portion of the CC&Rs dealing with foreclosure is section 8.7 and
5 8.8.

6 8.7 Obligation for Assessments.

7 (a) Personal Obligation. Each Owner, by accepting a deed or entering
8 into a contract of sale any portion of the Properties, is deemed to covenant
9 and agree to pay all assessments authorized in the Governing
10 Documents.

11 8.8 Lien for assessments/Foreclosure.

12 In accordance with the Act, and subject to the limitations of any
13 applicable provision of the Act of Nevada law, the Association shall have
14 an automatic statutory lien against each Lot to secure payment of
15 delinquent assements, as well as interest, late charges, and costs of
16 collection (including administrative costs and attorneys' fees). . .

17 Such lien, when delinquent, may be enforced in the manner
18 prescribed in the Act. The Association may foreclose its lien by sale after:

19 (a) The Association has mailed by certified or registered mail,
20 return receipt requested, to the Owner or his successor in interest, at his
21 address if known and at the address of the Lot, a notice of delinquent
22 assessment . . .

23 See Portions of the CC&Rs attached as **Exhibit 1**. As Section 8.8 of the CC&Rs makes
24 clear, foreclosure is "in accordance with the Act" and requires mailing of recorded
25 notices.

26 This misstatement of law by Tobin was addressed at the hearing. The law does
27 not require a notice of hearing but mailing of recorded notices (See the relevant
28 versions of NRS 116.3116 through NRS 116.31168), and the Court found the notices
were properly sent, which is reflected in the Order. See Order.

///

///

1 **2. Tobin's Claims that the HOA did not properly credit payments; that**
2 **the HOA failed to accurately calculate the amount due; and that the**
3 **HOA failed to give proper notice of the foreclosure sale.**

4 As addressed substantially in the briefing and at the hearing, Tobin's claims that
5 the HOA did not properly credit payments; that the HOA failed to accurately calculate
6 the amount due; and that the HOA failed to give proper notice of the foreclosure sale,
7 are based on the premise that Tobin timely paid the July assessment. The HOA argued
8 in its Reply that Tobin seems to concede that she did not make the payment until
9 October when another assessment was already due and the late fees were proper. At
10 the hearing Tobin did in fact admit the payment was not made until October. See Video
11 of hearing at 18:30. Based on the payment not being submitted until October, Red
12 Rock's ledgers are correct and the correct information was entered into the recorded
13 notices.

14 **3. Tobin's Claim that the Notice of Sale was cancelled and not replaced.**

15 As argued by the HOA previously, the sale was postponed, however, a
16 postponement is not a cancellation, and does not require the recording of a new notice
17 of sale. Nothing in the recorded documents rescinds the Notice of Sale. Tobin offered
18 a screenshot from the Ombudsman's office to argue the Notice of Sale was cancelled.
19 This argument was addressed at the hearing. See Sun City Anthem's argument in
20 Video of hearing at 23:30 and Court's decision in Video of hearing at 24:20 and 28:45.
21

22 Tobin now attempts to authenticate the evidence, however, reconsideration is
23 only proper if the newly discovered evidence is "substantially different" from the prior
24 evidence and "not previously obtainable in the exercise of due diligence." *Masonry and*
25 *Tile Contractors v. Jolly Urga & Wirth*, 113 Nev. 737, 741 (1997)(emphasis added). See
26 also, *Mustafa v. Clark County School District*, 157 F.3d 1169, 1178-79 99th Cir., 1998)
27 (generally, leave for reconsideration is only granted upon a showing of: (1) newly
28 discovered evidence; (2) the court having committed clear error or manifest injustice; or

1 (3) an intervening change in controlling law); *Harvey's Wagon Wheel Inc. v. MacSween*,
2 96 Nev. 215, 217-218, 606 P.3d 1095, 1097 (1980).

3 Additionally, the Court provided and the Order indicates:

4 the HOA has met its burden in establishing that there is no genuine
5 issue of material fact and that it is entitled to summary judgment.
6 Tobin has failed to meet her burden in opposing the Motion because
7 the screenshot was not authenticated as necessary pursuant to
8 NRCP 56. Additionally, even if authenticated, the screenshot does
9 not create a genuine issue of material fact because it does not
10 establish that the sale was cancelled prior to the time of the
11 foreclosure sale, the basis for the remarks, and whether the
12 statements as indicated are the Ombudsman's opinions or the truth.
13 The totality of the facts evidence that the HOA properly followed the
14 processes and procedures in foreclosing upon the Property.

15 Tobin is not presenting new facts or law on this point.

16 **III. CONCLUSION**

17 Based on the foregoing arguments, the HOA respectfully requests that Tobin's
18 Motion for Reconsideration be DENIED.

19 Dated this 2nd day of May, 2019.

20 LIPSON NEILSON P.C.

21 /s/ DAVID T. OCHOA

22 BY: _____

23 KALEB ANDERSON, ESQ. (NV Bar No. 7582)
24 DAVID T. OCHOA, ESQ. (NV Bar No. 10414)
25 9900 Covington Cross Drive, Suite 120
26 Las Vegas, Nevada 89144
27 Attorneys for Defendant SUN CITY ANTHEM
28 COMMUNITY ASSOCIATION

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

AA 001363

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 2nd day of May, 2019, service of the foregoing
3 **CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION'S**
4 **OPPOSITION TO CROSS CLAIMANT NONA TOBIN'S MOTION FOR**
5 **RECONSIDERATION** was made by electronic submission and filing of the foregoing
6 with the Clerk of the Court by using the ECF system which served the following parties
7 electronically:
8

9 Darren T. Brenner, Esq.
10 Vatana Lay, Esq.
11 AKERMAN LLP
12 1635 Village Center Circle Ste. 200
Las Vegas, NV 89134
Darren.brenner@akerman.com
Vatana.lay@akerman.com

13 *Attorneys for Defendants*

14 Joseph Y. Hong, Esq.
15 HONG & HONG
16 10781 W. Twain Avenue
Las Vegas, NV 89135

17 *Attorneys for Plaintiff*

David R. Koch
Steven B. Scow
KOCH & SCOW LLC
11500 S. Eastern Ave. Suite 210
Henderson, NV 89052
dkoch@kochscow.com
sscow@kochscow.com

18 *Attorneys for Cross-Defendant Red Rock
Financial Services, LLC*

19 Joe Coppedge, Esq.
20 Michael R. Mushkin & Associates, P.C.
21 4475 S. Pecos Road
22 Las Vegas, NV 89121

23 *Attorney for Nona Tobin an individual and
24 Trustee of the Gordon B. Hansen Trust,
25 dated 8/22/25*

26 */s/ Ashley Scott-Johnson*

27

An Employee of LIPSON NEILSON, P.C.

28
Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

AA 001364

EXHIBIT 1

The Association shall provide Declarant at least 20 days prior written notice of any cancellation, termination, substantial modification, or non-renewal of any Association insurance policy.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 80% of the total votes in the Association, and Declarant, for so long as it owns any property described on Exhibits "A" or "B," decide within 60 days after the loss not to repair or reconstruct, if the damage is to Limited Common Area, 80% of the Owners to which such Limited Common Area is assigned and Declarant, for so long as it owns any property described on Exhibits "A" or "B," must vote not to repair or reconstruct.

If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

If Owners to which Limited Common Area is assigned vote (as provided above) not to repair or reconstruct improvements on such Limited Common Area, then any insurance proceeds attributable to such Limited Common Area, minus the costs of clearing and landscaping, shall be distributed to such Owners in proportion to their ownership interest therein. If Members vote (as provided above) not to repair or reconstruct improvements on Common Area, then any insurance proceeds attributable to such Common Area, minus the costs of clearing and landscaping, shall be distributed to all Owners in equal amounts. This provision may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) Waiver of Claims. To the extent permitted by law, the Association and each Owner, by accepting a deed or entering into a Recorded contract of sale for any portion of the properties, waives any claims against Declarant and its affiliates for any damages or losses for which insurance coverage is available, to the extent of such insurance coverage.

7.4. Compliance and Enforcement.

(a) Every Owner and Occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. The Board shall

establish a range of penalties for such violations, with violations of the Declaration, unsafe conduct, harassment, or intentionally malicious conduct treated more severely than other violations. Such sanctions may include, without limitation:

(i) imposing a graduated range of reasonable monetary fines which shall, pursuant to the Act, constitute a lien upon the violator's Lot. However, unless the imposed fine was for a violation affecting the health, safety and welfare of the Association, such lien may not be foreclosed by the Association. The amount of each such fine must be commensurate with the severity of the violation and shall in no event exceed the maximum permitted by the Act. The Rules may be enforced by the assessment of a fine only if: (A) Not less than thirty (30) days before the violation, the person against whom the monetary penalty will be imposed has been provided with written notice of the applicable provisions of the Governing Documents that form the basis of the violation; (B) Within a reasonable time after the discovery of the violation, the person against whom the monetary fine will be imposed has been provided with written notice specifying the details of the violation, the amount of the monetary penalty, and the date, time, and location for a hearing on the violation and a reasonable opportunity to contest the violation at the hearing; (C) The Board must schedule the date, time, and location for the hearing on the violation so that the person against whom the monetary fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing; and (D) The Board must hold a hearing before it may impose a monetary fine, unless the person against whom the monetary fine will be imposed: (1) pays the monetary fine; (2) executes a written waiver of the right to the hearing; or (3) fails to appear at the hearing after being provided with notice of the hearing in accordance with this Section 7.4(a)(i). If a fine is imposed pursuant to this subsection and the violation is not cured within fourteen (14) days or such longer cure period as the Board establishes, the violation shall be deemed a continuing violation and the Board may thereafter impose an additional fine for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard. In the event that any Occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall be assessed against the violator, provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The Board shall publish and cause to be hand delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by the Lot Owner a schedule of fines applicable to particular violations;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of Article IV and to restore the Lot to its

written notice to the Owners of Lots in, or the Neighborhood Representative representing, the Neighborhood and an opportunity for such Owners or Neighborhood Representative to be heard before levying any such assessment.

8.6. Authority to Assess Owners: Time of Payment.

Declarant establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first adopts a budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments, including interest, late charges, and other costs, to be paid in full immediately,

8.7 Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Nevada law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option To Pay Assessments. During the Declarant Control Period, Declarant may satisfy its obligation for assessments on Lots which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless Declarant otherwise notices the Board in writing at least 60 days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay assessments in the same manner as any other Owner on all of its Lots which have not been conveyed to Home Owners.

8.8. Lien for Assessments/Foreclosure.

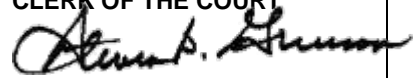
In accordance with the Act, and subject to the limitations of any applicable provision of the Act or Nevada law, the Association shall have an automatic statutory lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges, and costs of collection (including administrative costs and attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens for real estate taxes and other governmental assessments or charges against the Lot, (b) the lien or charge of any first Mortgage Recorded on the Lot before the date on which the assessment sought to be enforced became delinquent, or (c) liens and encumbrances Recorded before the Recording of the Declaration. Notwithstanding the foregoing the Association's lien for delinquent assessments shall be prior to a Recorded first Mortgage equal to the Common Expenses based on the Association's annual budget as provided in this Article VIII which would have come due on the absence of acceleration, during the six months immediately preceding the institution of an action to enforce the lien.

Such lien, when delinquent, may be enforced in the manner prescribed in the Act. The Association may foreclose its lien by sale after:

(a) The Association has mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest, at his address if known and at the address of the Lot, a notice of delinquent assessment which states the amount of the assessments and other sums that are due in accordance with the Act, a description of the Lot against which the lien is imposed and the name of the record owner of the Lot;

(b) Not less than 30 days after mailing the notice of delinquent assessment, the Association or other person conducting the sale has executed and caused to be recorded, with the Clark County Recorder, a notice of default and election to sell the Lot to satisfy the lien, which contains the same information as the notice of delinquent assessment, but must also comply with the following:

- (i) Describe the deficiency in payment;
- (ii) State the name and address of the person authorized by the Association to enforce the lien by sale; and
- (iii) Contain, in 14-point bold type, the following warning:
WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!



1 MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
2 DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
3 AKERMAN LLP
1635 Village Center Circle, Suite 200
4 Las Vegas, Nevada 89134
Telephone: (702) 634-5000
5 Facsimile: (702) 380-8572
Email: melanie.morgan@akerman.com
6 Email: donna.wittig@akerman.com

7 *Attorney for Nationstar Mortgage LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

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

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A.,

15 Defendant.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Dept. No.: XXXI

**NATIONSTAR MORTGAGE LLC'S
LIMITED JOINDER TO SUN CITY
ANTHEM COMMUNITY
ASSOCIATION'S OPPOSITION TO
NONA TOBIN'S MOTION FOR
RECONSIDERATION**

17 NATIONSTAR MORTGAGE LLC

18 Counter-Claimant,

19 vs.

20 JIMIACK IRREVOCABLE TRUST,

21 Counter-Defendant.

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 - FAX: (702) 380-8572

AA 001370

1 NONA TOBIN, an individual, and Trustee of the
2 GORDON B. HANSEN TRUST. Dated 8/22/08
3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES, as
6 trustees of the JIMI JACK IRREVOCABLE
7 TRUST, SUN CITY ANTHEM COMMUNITY
8 ASSOCIATION, INC., YUEN K. LEE, an
9 individual, d/b/a Manager, F. BONDURANT,
10 LLC, and DOES 1-10, and REO
11 CORPORATIONS 1-10, inclusive,

12 Counter-Defendants.

13 Nationstar Mortgage LLC submits its limited joinder to Sun City Anthem Community
14 Association's (the **HOA**) opposition to Nona Tobin's motion for reconsideration.

15 Nationstar adopts the legal arguments and legal authority set forth in the HOA's opposition as
16 though fully set forth herein to the extent they establish the HOA conducted a proper foreclosure of
17 the sub-priority portion of its lien. The opposition does not address the effect of the HOA's foreclosure
18 on the deed of trust recorded July 22, 2004. Out of an abundance of caution, Nationstar expressly
19 reserves the right to challenge the HOA's foreclosure to the extent any party claims it extinguished the
20 deed of trust. Nationstar maintains that the superpriority lien was satisfied and, therefore, discharged
21 due to Miles Bauer's pre-sale tender.

22 Nationstar respectfully requests the court deny the motion for reconsideration.

23 Dated: May 3, 2019

24 **AKERMAN LLP**

25 /s/Melanie D. Morgan

26 MELANIE D. MORGAN, ESQ.

27 Nevada Bar No. 8215

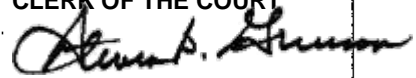
28 DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC **AA 001371**



1 **JOPP**
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG LAW OFFICE
5 1980 Festival Plaza Drive, Suite 650
6 Las Vegas, Nevada 89135
7 Telephone No.: (702) 870-1777
8 Facsimile No.: (702) 870-0500
9 E-mail: yosuphonglaw@gmail.com
10 Attorney for Plaintiff/Counter-Defendant
11 *JOEL STOKES and SANDRA F. STOKES,*
12 *as trustees of the JIMJACK IRREVOCABLE TRUST*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10
11 JOEL STOKES and SANDRA F. STOKES, as
12 trustees of the JIMJACK IRREVOCABLE
13 TRUST,

13 Plaintiff,

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17
18

NATIONSTAR MORTGAGE LLC,

19 Counter-Claimant,

20 vs.

21 JIMJACK IRREVOCABLE TRUST,

22 Counter-Defendant.
23
24
25
26
27
28

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

Consolidated with: A-16-730078-C

**JOEL STOKES AND SANDRA F.
STOKES, AS TRUSTEES OF THE
JIMJACK IRREVOCABLE TRUST'S,
JOINDER TO SUN CITY ANTHEM
COMMUNITY ASSOCIATION'S
OPPOSITION TO NONA TOBIN'S
MOTION FOR RECONSIDERATION**

AA 001373

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

3 Counter-Claimant,

4 vs.

5 JOEL A. STOKES and SANDRA F. STOKES, as
6 trustees of the JIMJACK IRREVOCABLE
7 TRUST, SUN CITY ANTHEM COMMUNITY
8 ASSOCIATION, INC., YUEN K. LEE, an
9 individual, d/b/a Manager, F. BONDURANT,
10 LLC, and DOES 1-10, and ROE
11 CORPORATIONS 1-10, inclusive,

12 Counter-Defendants.

13 JOEL STOKES and SANDRA F. STOKES, as Trustees of the JIMJACK
14 IRREVOCABLE TRUST, submit their Joinder to Sun City Anthem Community Association's
15 (the HOA) Opposition to Nona Tobin's Motion for Reconsideration.

16 JOEL STOKES and SANDRA F. STOKES, as Trustees of the JIMJACK
17 IRREVOCABLE TRUST, adopt the legal arguments and legal authority set forth in the HOA's
18 opposition as though fully set forth herein.

19 JOEL STOKES and SANDRA F. STOKES, as Trustees of the JIMJACK
20 IRREVOCABLE TRUST, respectfully request the Court deny the Motion for Reconsideration.

21 DATED this 3rd day of May, 2019.

22 HONG & HONG LAW OFFICE

23 /s/ Joseph Y. Hong

24 JOSEPH Y. HONG, ESQ.

25 State Bar No. 005995

1980 Festival Plaza Drive, Suite 650

Las Vegas, Nevada 89135

Attorney for Plaintiff/Counter-Defendant

JOEL STOKES and SANDRA F. STOKES,

as trustees of the JIMJACK

IRREVOCABLE TRUST

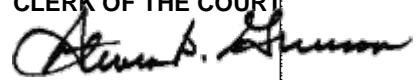
28 AA 001374

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCP 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 3rd day of May, 2019, I served a true and correct copy of the foregoing **JOEL STOKES AND SANDRA F. STOKES, AS TRUSTEES OF THE JIMI JACK IRREVOCABLE TRUST'S, JOINDER TO SUN CITY ANTHEM COMMUNITY ASSOCIATION'S OPPOSITION TO NONA TOBIN'S MOTION FOR RECONSIDERATION** by electronic transmission through the Eighth Judicial District Court EFP system (Odyssey eFileNV) pursuant to NEFCR 9 upon each party in this case who is registered as an electronic case filing user with the Clerk.

By/s/ Debra L. Batesel
An employee of Joseph Y. Hong, Esq.



1 RPLY
2 MICHAEL R. MUSHKIN
3 Nevada Bar No. 2421
4 L. JOE COPPEDGE
5 Nevada Bar No. 4954
6 MUSHKIN CICA COPPEDGE
7 4495 S. Pecos Road
8 Las Vegas, NV 89121
9 Telephone: 702-454-3333
10 Facsimile: 702-386-4979
11 Michael@mushlaw.com
12 Joe@mushlaw.com

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

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 JOEL A. STOKES and SANDRA F.
18 STOKES, as trustee of the JIMI JACK
19 IRREVOCABLE TRUST,

20 Plaintiffs,
21 vs.

22 BANK OF AMERICA, N.A.;

23 Defendant.

24 NATIONSTAR MORTGAGE, LLC,

25 Counter-Claimant,
26 vs.

27 JIMI JACK IRREVOCABLE TRUST,

28 Counter-Defendant.

CAPTION CONTINUES BELOW

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

Department: XXXI

Hearing Date: May 29, 2019
Hearing Time: 8:30 am

**REPLY TO CROSS-DEFENDANT
SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S OPPOSITION TO
TOBIN'S MOTION FOR
RECONSIDERATION**

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

4 Counter-Claimant,

5 vs.

6 JOEL A. STOKES and SANDRA F.
7 STOKES, as trustees of the JIMI JACK
8 IRREVOCABLE TRUST, SUN CITY
9 ANTHEM COMMUNITY ASSOCIATION,
10 INC., YUEN K. LEE, an Individual, d/b/a
11 Manager, F. BONDURANT, LLC, DOES 1-
12 10, AND ROE CORPORATIONS 1-10,
13 inclusive,

14 Counter-Defendants.

15 **REPLY TO CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY**
16 **ASSOCIATION'S OPPOSITION TO TOBIN'S MOTION FOR RECONSIDERATION**

17 Cross-claimant, Nona Tobin, submits the following Reply to Cross-Defendant Sun City
18 Anthem Community Association's (hereafter, "SCA") Opposition to Tobin's Motion for
19 Reconsideration. Cross-claimant files the following Reply based on all papers and pleadings
20 on file herein, the memorandum of points and authority attached hereto, and oral arguments
21 the Court may consider at the time of hearing on this matter.

22 **MEMORANDUM OF POINTS AND AUTHORITIES**

23 **I. LEGAL STANDARDS**

24 **A. Motion for Summary Judgment**

25 A court must grant summary judgment when "the movant shows that there is no
26 genuine dispute as to any material fact and the movant is entitled to judgment as a matter
27 of law." Fed. R. Civ. P. 56(a). NRC P 56(c).

28 **B. Motion for Reconsideration**

Where a ruling has resulted in final judgment or order, a motion for reconsideration
may be construed either as a motion to alter or amend judgment pursuant to Federal Rule of

1 Civil Procedure 59(e), or as a motion for relief from judgment pursuant to Federal Rule 60(b).
2 *School Dist. No. 1J Multnomah County v. AC&S, Inc.*, 5 F.3d 1255, 1262 (9th Cir. 1993), cert.
3 denied 512 U.S. 1236 (1994). Nev. R. Civ. P. 60(b) the court may relieve a party from a final
4 judgment or order for the following reasons:

5 (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly
6 discovered evidence which by due diligence could not have been
7 discovered in time to move for a new trial under Rule 59(b); (3) fraud
8 (whether heretofore denominated intrinsic or extrinsic), misrepresentation,
9 or other misconduct of an adverse party; (4) the judgment is void; (5) the
10 judgment has been satisfied, released, or discharged, or a prior judgment
11 upon which it is based has been reversed or otherwise vacated, or it is no
12 longer equitable that the judgment should have prospective application; or
13 (6) any other reason justifying relief from the operation of the judgment.

11 II. LEGAL ARGUMENT

12 A. **The Court's Order Granting Summary Judgment to SCA Was Based**
13 **on SCA's Misrepresentation of the Issues and the Facts.**

14 i. Genuine Issue of Material Fact #1 – Failure to Provide A Proper
15 Notice of Sale

16 SCA's opposition misstates and oversimplifies Tobin's argument, when SCA states
17 that Tobin was not provided with a Notice of Sale. What Tobin has argued is that the
18 2/12/14 Notice of Sale which is required by NRS 116.31163(b)(3) was cancelled/
19 rescinded, and no amended Notice of Sale (which would have included the new sale date)
20 was ever recorded or mailed. SCA's argument that the Sale was "postponed, not
21 cancelled" and didn't require a new Notice to be recorded is inherently nonsensical and
22 defies the entire purpose a "notice" is to serve. The whole purpose of a Notice of Sale is
23 to give notice of the time and location of the foreclosure sale. If the date of the sale is
24 postponed, then the original date shown on the recorded notice becomes bunk, moot, null,
25 void, and ineffective. SCA's argument is also disingenuous because it reflects a sophistic
26 tactic of mincing words, since it is self-evident that if a sale is set for a certain date, and
27 then "postponed," that means it was *cancelled* - for that initial date. So, saying the sale
28

1 was cancelled and saying it was postponed is saying the same thing because the whole
2 subject of the notice is the DATE.

3 Without a modified/amended Notice of Sale being recorded, reflecting the new date
4 the sale was reset to, no valid notice for the sale exists. This is a genuine issue of material
5 fact because SCA's failure to record and send out an Amended Notice of Sale showing
6 the date the sale was rescheduled to, means there was no valid notice of sale in effect
7 when the foreclosure sale occurred in this case. Indeed, SCA proceeded with the
8 foreclosure sale based on a moot/ineffective Notice of Sale, and therefore failed to
9 comply with NRS 116.31163(b)(3). SCA continues to misrepresent this fact to the Court,
10 and as a result, the Court's determination that SCA's foreclosure sale "complied with all
11 the legal rules and procedures" was erroneous, and the motion for reconsideration should
12 be granted.

13 ii. Genuine Issue of Material Fact # 2 – SCA Violated NRS
14 116.311635(1)(d)(3)

15 Tobin has provided evidence that SCA failed to follow mandatory procedures governing
16 the foreclosure sale. Specifically, Tobin has presented a judicially noticeable screenshot taken
17 directly from the Ombudsman's website, showing that SCA only ever reported the first
18 projected sale date, which was postponed a total of four times. The Ombudsman's records
19 reveal that SCA also provided false information to the Ombudsman, by misrepresenting key
20 facts. Specifically, SCA erroneously to Ombudsman that the sale was "cancelled" due to "the
21 owner retained." SCA has misled this Court by claiming that SCA was only required to cancel
22 the foreclosure sale in order to have violated processes and procedures governing them. NRS
23 116.311635(1)(d)(3) plainly states that SCA had an obligation to mail a certified copy of the
24 Notice of Sale to the Ombudsman's office, prior to the sale:

25 **NRS 116.311635 Foreclosure of liens: Providing notice of time and**
26 **place of sale; service of notice of sale; contents of notice of sale; proof**
27 **of service.**

28 1. **The association or other person conducting the sale shall also,**
after the expiration of the 90-day period described in paragraph (c) of

1 subsection 1 of NRS 116.31162 and before selling the unit, **give notice of**
2 **the time and place of the sale by recording the notice of sale and by:**

3 (a) Posting a similar notice particularly describing the unit, for
4 20 days consecutively, in a public place in the county where the unit is
5 situated;

6 (b) Publishing a copy of the notice three times, once each week
7 for 3 consecutive weeks, in a newspaper of general circulation in the
8 county where the unit is situated;

9 (c) Notifying the unit's owner or his or her successor in
10 interest as follows:

11 (1) A copy of the notice of sale must be mailed, on or
12 before the date of first publication or posting, by certified or registered
13 mail, return receipt requested, to the unit's owner or his or her successor in
14 interest at his or her address, if known, and to the address of the unit; and

15 (2) A copy of the notice of sale must be served, on or
16 before the date of first publication or posting, in the manner set forth in
17 subsection 2; and

18 (d) **Mailing, on or before the date of first publication or**
19 **posting, a copy of the notice by certified mail to:**

20 (1) Each person entitled to receive a copy of the notice
21 of default and election to sell notice under subsection 1 of NRS
22 116.31163;

23 (2) The holder of a security interest recorded before the
24 mailing of the notice of sale, at the address of the holder that is provided
25 pursuant to NRS 657.110 on the Internet website maintained by the
26 Division of Financial Institutions of the Department of Business and
27 Industry; and

28 (3) **The Ombudsman.**

The Notice of Sale is required to disclose the time and place of the sale. If the time and place of the sale changes, after the notice has been served, (i.e., postponed) then the notice becomes null and void. The Notice of Sale is only valid if it memorializes and provides notice of, the CORRECT time and place that the foreclosure sale is to occur. For SCA to argue that the accuracy of the time/date of the sale is no important is beyond incredulous. No reasonable person could believe that a legal notice is not required to communicate accurate information, such as the correct date that a foreclosure sale is to take place. If that were true, the "notices" of sale would be meaningless rubbish that would be pointlessly recorded in the public land records and would substantively defy the very purpose legal notices are supposed to serve.

Accordingly, Tobin respectfully requests the Court take judicial notice of the

1 *certified* copy of the screenshot from the Ombudsman’s website, which Tobin has
2 provided, and which creates a genuine issue of facts as to whether or not SCA violated
3 NRS 116.3116(1)(3)(d), by failing to provide a VALID Notice of Sale to the Ombudsman.

4 Other types of defects exist in SCA’s motion for summary judgment which
5 substantiate Tobin’s motion for reconsideration

6 **iii. No sworn affidavits**

7 SCA presented no “sworn affidavits or declarations under penalty of perjury,
8 depositions, answers to interrogatories, and admissions on file” as required by EDCR
9 2.22(a) to support its motion.

10 **iv. Inaccurate RRFS file presented in lieu of certified SCA official**
11 **records**

12 SCA presented only hearsay, and the deceptive, unverified Red Rock Financial
13 Services foreclosure file. SCA represented these dubious sources to the court as if they
14 constituted the accurate, complete, and official SCA record of collections and foreclosure
15 process.

16 **v. SCA concealed evidence of probative value to Tobin**

17 SCA intentionally concealed from discovery and from the Court’s consideration of
18 its motion, SCA’s *own* official records, which they are required to keep, and refute
19 RRFS’s self-serving and deceptive record. See, 9/16/16, 6/1/16, 6/5/17, 5/17/17, ROGGs,
20 RFDs, RTR, accounting standard, declarations.

21 SCA’s own records, i.e., SCA Board meeting agendas and minutes, SCA
22 compliance records, SCA ownership and assessment payment record, and SCA accounting
23 records, et. al. reveal major discrepancies in the “facts” written by SCA’s counsel, and
24 which were included into the order. The SCA Board failed in its duty to keep and make
25 available its own independent records. SCA negligently failed to maintain any oversight
26 over its agents, who were supposed to be acting as fiduciaries when functioning under the
27 authority of the Board.

28

1 **B. Summary Judgment Was Not Warranted Due to Numerous Material**
2 **Facts That Are in Dispute**

3 At the summary judgment stage, a court's function is not to weigh the evidence and
4 determine the truth, but to determine whether there is a genuine issue for trial. *See Anderson*, 477
5 U.S. at 249. Facts are only viewed in the light most favorable to the non-moving party where
6 there is a genuine dispute about those facts. *Scott v. Harris*, 550 U.S. 372, 380 (2007).

7 Facts presented in the order granting SCA's motion for summary judgment are
8 contradicted by evidence. SCA failed to meet its burden of showing there were no
9 disputed material facts, as required by NRCP 59(c). Material facts are those which may
10 affect the outcome of the case. *See Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248
11 (1986).

12 **C. Errors in Determining What Evidence Would Be Admissible**

13 When the nonmoving party bears the burden of proving the claim or defense, the
14 moving party can meet its burden in two ways: (1) by presenting evidence to negate an essential
15 element of the nonmoving party's case; or (2) by demonstrating that the nonmoving party failed
16 to make a showing sufficient to establish an element essential to that party's case on which that
17 party will bear the burden of proof at trial. *See Celotex Corp.*, 477 U.S. at 323-24.

18 SCA's counsel's oral arguments interpreted the evidence, already from
19 questionable sources, in the light most prejudicial and misrepresentative against Tobin.
20 SCA's MSJ should not have been granted because SCA failed to provide evidence to
21 **negate an essential element of the nonmoving party's case:**

22 To establish the existence of a factual dispute, the opposing party need not
23 establish a material issue of fact conclusively in its favor. It is sufficient
24 that "the claimed factual dispute be shown to require a jury or judge to
25 resolve the parties' differing versions of the truth at trial. *T.W. Elec. Serv.,*
Inc. v. Pac. Elec. Contractors Ass'n, 809 F.2d 626, 631 (9th Cir. 1987).

26 In support of Tobin's motion for reconsideration, Tobin presents the following exhibits,
27 attached hereto, which augment the fact that there are genuine issues of material fact in this
28 case:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 23rd day of May, 2019. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list:


An employee of
MUSHKIN • CICA • COPPEDGE

1 **RPLY**

2 MICHAEL R. MUSHKIN

3 Nevada Bar No. 2421

4 L. JOE COPPEDGE

5 Nevada Bar No. 4954

6 MUSHKIN CICA COPPEDGE

7 4475 S. Pecos Road

8 Las Vegas, NV 89121

9 Telephone: 702-386-3999

10 Facsimile: 702-454-3333

11 Michael@mushlaw.com

12 Joe@mushlaw.com

13 *Attorneys for Nona Tobin, an individual and*

14 *as Trustee of the Gordon B. Hansen Trust*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 JOEL A. STOKES and SANDRA F.
18 STOKES, as trustees of the JIMIACK
19 IRREVOCABLE TRUST,

20 Plaintiffs,

21 vs.

22 BANK OF AMERICA, N.A.,

23 Defendant.

24

NATIONSTAR MORTGAGE, LLC,
25 Counter-Claimant,

26 vs.

27 JIMIACK IRREVOCABLE TRUST;
28 Counter-Defendant

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

Cross-Claimant,

vs.

Case No.: A-15-720032-C

Department: XXXI

Consolidated with: A-16-730078-C

**REPLY TO CROSS-DEFENDANT
SUN CITY ANTHEM COMMUNITY
ASSOCIATION'S OPPOSITION TO
CROSS-CLAIMANT NONA
TOBIN'S MOTION FOR
RECONSIDERATION**

EXHIBITS TO REPLY

AA 001385

1 JOEL A. STOKES and SANDRA F.
2 STOKES, as trustees of the JIMI JACK
3 IRREVOCABLE TRUST; SUN CITY
4 ANTHEM COMMUNITY
5 ASSOCIATION, INC., Yuen K. Lee, an
6 individual, d/b/a Manager, F. Bondurant,
7 LLC, and DOES 1-10 AND ROE
8 CORPORATIONS 1-10, inclusive

Cross-Defendant.

- 9 • **Exhibit “1”**; April 20, 2019 Tobin declaration
- 10 • **Exhibit “2”** May 11, 2018 and May 13, 2019 Leidy declaration
- 11 • **Exhibit “3”** May 20, 2019 Proudfit declaration
- 12 • **Exhibit “4”** Resident Transaction Reports for 2763 White Sage 2664 Olivia Heights
- 13 • **Exhibit “5”** No valid Board authorization for sale
- 14 • **Exhibit “6”** Proposed Findings of Fact
- 15 • **Exhibit “7”** Authenticated records for 17 foreclosures
- 16 • **Exhibit “8”** 2nd NOS for two sales but not for 2763
- 17 • **Exhibit “9”** March 22, 2019 Tobin DECL opposing NSM MSJ vs. Jimijack
- 18 • **Exhibit “10”** April 12, 2019 MSJ v. Jimijack
- 19 • **Exhibit “11”** May 20, 2019 complete chain of title for 2763 White Sage

20 Dated this 23rd day of May, 2019.

21
22
23 

24
25 Nona Tobin
26 2664 Olivia Heights Avenue
27 Henderson NV 89052
28 nonatobin@gmail.com
(702) 465-2199

AA 001386

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, _____, an employee of Mushkin Cica Coppedge, hereby certify that on this ___ day of May 2019, true and correct copies of the above REPLY TO CROSS-DEFENDANT SUN CITY ANTHEM COMMUNITY ASSOCIATION’S OPPOSITION TO CROSS-CLAIMANT NONA TOBIN’S MOTION FOR RECONSIDERATION was served to all parties, via the District Court’s EfileNV electronic mailing and notification system.

An employee of Muskin Circa Coppedge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF NONA TOBIN

Nona Tobin, under penalty of perjury, states as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and relief.

This declaration is made in support of a Motion to Vacate the Order granting Summary Judgment to Sun City Anthem and to Nationstar’s Limited Joinder.

SCA and NSM did not meet their burden to show material facts were undisputed as this declaration made under penalty of perjury denies the Facts listed in order:

1,2,4,5,6,7,8,9,10,11,12, 13,14,15,16,17,18,19,20,21,22,23,25,26,27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

Before providing specific testimony under penalty of perjury to dispute each of the facts David Ochoa listed as undisputed in the 4/17/19 order, I will report my review of the evidence in this case overall:

1. I have read all of the documents that have been filed into this case since June 16, 2015.
2. I have analyzed the recorded claims against the title of this property line by line.
3. I have done hundreds of hours of research of court filings about this case and other foreclosures.
4. I have made dozens of public records requests and paid hundreds of dollars to obtain debt collection, business, and community association management licensing information,

1 business registration, association annual registrations, HOA foreclosure Notice of Sale
2 processes, agendas, minutes, and more.

3 5. I studied at great length NRS chapters 116, 116A, 240, and 111, as well as SCA
4 governing documents, i.e., CC&Rs, bylaws, Board policies, rules and regulations.

5 6. I prepared a table of authorities to consolidate an easy reference to the myriad statutory
6 and contractual obligations that bind the parties and the circumstances of this case.

7 7. I reviewed SCA Board minutes and agendas from 2012 to the present.

8 8. I have a Masters degree and post-graduate certification in municipal management.

9 9. I have three decades of executive management experience in public administration.

10 10. In my career with municipalities and non-profit entities, I developed expertise in
11 administering contracts with third party beneficiaries, requirements of fiduciaries, and the
12 provision of contractually or Constitutionally-mandated due process prior to diminishing or
13 terminating a property right.

14 11. I am competent to analyze and interpret official records.

15 12. I am describing this analysis to the Court under penalty of perjury to request judicial
16 notice of the court record to see that:

17 13. Sun City Anthem did not present to the Court evidence on which the 4/17/19 order was
18 based on sworn affidavits or declarations made under penalty of perjury.

19 14. The non-sworn arguments of attorney Ochoa, allegedly representing Sun City Anthem,
20 interpreted the SCA CC&Rs binding terms, consistently to the detriment of the parties of that
21 contract, in favor of undeserving third parties, namely, Joel and Sandra Stokes, the unknown
22 partners of Red Rock Financial Services, EIN and whoever is making money off of
23 Nationstar's false claims to title.
24
25
26
27
28

1 15. None of SCA's disclosures include authenticated or certified minutes that are the
2 official records of SCA Board action.

3 16. SCA attorneys simply, and without any legal authority, put SCA Board's imprimatur on
4 the words and acts of Red Rock Financial Services.
5

6 17. I view this abdication as comparable to a cop letting a criminal write the police report
7 so the cop didn't need to investigate the crime.

8 18. SCA does not have any independent corroborating evidence to support, or even to
9 know, if what RRFs said was true.

10 19. SCA attorneys have withheld in discovery SCA's actual official records of this sale and
11 other SCA foreclosures.
12

13 **REQUEST NO. 7:**

14 Produce all documents, including but not limited to notices, notes, agents, minutes of
15 SCA Board meetings, recordings of SCA Board meetings, informal SCA Board
16 meetings and/or any other document which references and/or relates to the subject
17 property or Nona Tobin.

18 **RESPONSE TO REQUEST NO. 7:**

19 SCA objects to this Request on the grounds that it seeks documents which are
20 irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the
21 discovery of admissible evidence. SCA objects to this Request to the extent it seeks to
22 violate third party privacy rights.

23 Without waiving said objections, SCA responds as follows: See SCA's disclosures:
24 RRFs' Foreclosure File (SCA000176-SCA000643) and Board Meeting Minutes
25 (SCA000644-SCA000654).
26

27 20. Opposing counsels have misled the court about the facts of this case and about the
28 validity of the evidence.

21. SCA000176-SCA000643 is the "Red Rock Foreclosure File", it is not in any legal way
the official record of SCA Board action.

22. Board Meeting Minutes (SCA000644-SCA000654) were not disclosed as alleged

23. SCA's disclosures ended on SCA000643.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

24. SCA Board meeting agendas and minutes, conforming to statutes and certified by the secretary of the Board as accurate and complete, and mandated accessible to all owners, are the ONLY OFFICIAL RECORD of the corporate acts of the Board.

25. As required by SCA attorneys, I went through the counsel of record to request documents and responses to interrogatories instead of just asking the association for the records. (See exhibit for earlier and repeated SCA rejections to provide compliance records or access to the Board related to this case.)

26. This use-of-attorney requirement was an unnecessary obstacle placed in my path that cost me thousands of dollars in attorney and paralegal costs and many hours of my personal time.

27. SCA attorney Ochoa, and SCA General counsel and current SCA debt collector, Adam Clarkson, have taken harsh action against me personally in pursuit of preventing my access to SCA records that have probative value, including making false reports about me in public quarterly litigation reports and issuing “cease & desist letters, and declaring that my being a party in this case gave them the authority to remove me from my elected Board seat and declare me ineligible until all appeals related to this case have been completed.

28. Concealing SCA records and treating me like a pariah has been very prejudicial to me in this case, has damaged my peace of mind and standing in the community.

29. Jimijack, to produce no evidence to support its ownership claims, an unfair advantage over me in this quit title dispute.

30. More importantly, the attorneys who have concealed official SCA records have allowed agents and third parties to effectively steal from the Association and to evade detection.

1 31. SCA attorney Ochoa has presented to the Court the RRFS Foreclosure file and
2 deceptively characterized it as the official record of SCA Board action.

3 32. SCA Board agendas and minutes are the only official record.

4 33. NRS 116.31175, NRS 116.311083 and SCA bylaws 3.15 and 6.4, mandate that the
5 Board control, certify as accurate and complete, and make easily and promptly accessible to
6 all SCA owners, all official SCA records, including, but not limited to, published SCA Board
7 meeting agendas and minutes as well as SCA's budget and SCA's accounting records of ALL
8 SCA funds collected or disbursed under the Board's authority.

9 34. Just two days before the end of discovery, on 2/26/19, SCA attorney Ochoa finally
10 served his non-responses to my requests for documents and interrogatories without providing
11 the requested documents.

12 35. The motion for summary judgment was filed against me before the end of discovery
13 which misrepresented the facts, misrepresented my case, and slandered me personally.

14 36. SCA CC&Rs XVI require the association to make every attempt to resolve disputes
15 without litigation as there is benefit to the association of the owners to escalate disputes, but
16 as the exhibits herein will show, the attorneys have forced me to spend nearly \$50,000 to
17 defend myself on attorneys and other costs, not just to get property returned that was unfairly
18 confiscated without notice and due process, but to protect myself from the retaliation and
19 abusive treatment I have received over the past nearly three years because of this case.

20 37. The SCA Board imposed progressively more and more serious sanctions on me, an
21 SCA homeowner in good standing, that escalated up to confiscating a house now worth over
22 \$500,000 for the alleged violation of \$2,000 delinquent assessments.

23
24
25
26
27
28

1 38. This confiscation occurred while two listing agents, both also SCA homeowners in
2 good standing were working in good faith over two years to attempt to get lender approval on
3 a short sale all without there ever being any official SCA record of it even happening.
4

5 39. There was never any Delinquency Report made at any SCA Board meeting between the
6 September 27, 2012 Board meeting and the November 15, 2014 Board despite that specific
7 notice being required by SCA bylaws 3.21(f) (v).
8

9 40. SCA Board never told me or any other SCA member about this collection or
10 foreclosure process or about any SCA collection and foreclosure process.
11

12 41. SCA never provided me an opportunity to request an open hearing.
13

14 42. SCA Board never offered nor held a hearing prior to imposing any sanction up to and
15 including foreclosure, except when the alleged violation was dead trees.
16
17

18 43. I was never offered a hearing by the Covenants Committee, the SCA hearing tribunal,
19 or an appeal to the Board, when the SCA Board considered imposing a sanction of
20 permanently revoking membership privileges by foreclosure.
21
22

23 44. SCA did offer a hearing and a chance to appeal to the Board when the proposed
24 penalty was a \$25 fine for each dead tree, and a Notice of Sanction, dated 8/13/15.
25

26 45. I received no notice whatsoever that the house was going to be sold on 8/15/14,
27 ironically two days after SCA sent a Notice of \$25 Sanction.
28

1
2 46. No SCA Board agenda from 2012 to 2014 includes an item naming Gordon Hansen, the
3 estate of Gordon Hansen or 2763 White Sage Drive, identifying that a delinquency on
4 assessments existed at all or specifying that there would be any Board discussion, let alone
5 action, that could even remotely, lead me, or any other SCA homeowner, to believe that SCA
6 Board intended to allow its agents to seize this property and without notice, appeal or
7 recourse, permanently strip the owner of all membership privileges.
8

9 47. To be valid corporate action, SCA Board actions must occur in a duly called meeting,
10 to which all owners are given notice and an itemized agenda.

11 48. SCA Board is prohibited from meeting in closed session to discuss any topic other than
12 the four topics specifically authorized by NRS 116.31085 and SCA bylaws 3.15A.
13

14 49. Necessary elements of the official corporate record of any Board action must include,
15 the specific wording of the motion, which director made the motion, who seconded it and how
16 each Board member voted.

17 50. Only items that are listed on an agenda conforming to the requirements of NRS
18 116.31083 and NRS 116.3108(4) can be discussed at that meeting.
19

20 51. To establish whether the enforcement of the governing documents was uniform to all
21 owners, as required by NRS 116.31065, and whether SCA records would conform with what
22 they had reported to the Ombudsman, I requested information of Board authorization of all
23 SCA foreclosures
24

25 **REQUEST (for documents) NO. 3:**

26 Produce any and all documents, including any notices, agendas, and minutes of all
27 SCA board meetings, open or in executive session, at which the SCA Board
28 approved the approximately 17 foreclosures of properties within Sun City Anthem
HOA for delinquent assessments reports on the SCA annual registrations between
January 2010 to the present.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESPONSE TO REQUEST NO. 3:

SCA objects to this Request on the grounds that it seeks documents which are irrelevant to the claims in this lawsuit and not reasonably calculated to lead to the discovery of admissible evidence. SCA objects to this Request to the extent it seeks to violate third-party privacy rights. SCA further objects to this Request on the grounds it is overly broad and unduly burdensome.

Without waving said objection, SCA responds as follows: For this foreclosure See SCA’s disclosures; specifically, the Board’s authorization of this foreclosure is referenced throughout Red Rock Foreclosure File SCA000176 – SCA000643.

52. I obtained the SCA Board agendas covering the relevant period from 2012 through 2014 from SCA CAM and Custodian of Records, Elyssa Rammos, via a records request, after SCA attorney Ochoa refused to provide them in response to my RFDs.

53. I collected Board minutes from the SCA website that SCA attorneys would not release. I personally compiled the excerpts of all Board actions related to foreclosure and write-off of debt for the period from September 2012 through to the last meeting of 2014.

No minutes, certified by the SCA Board secretary as complete and accurate, exist of a duly-called meeting of the Board, or document a Board vote on a duly made and seconded motion that authorized posting this property for sale on March 7, 2014, or on August 15, 2014, or on any other date.

54.

55. SCA attorney has misrepresented to this Court by claiming that “the Board’s authorization of this foreclosure is referenced throughout Red Rock Foreclosure File SCA000176 – SCA000643” despite the record being clear that no certified SCA Board minutes exist that document “the Board’s authorization of this foreclosure” .

56. SCA did not provide in discovery the foreclosure notices for the other properties SCA foreclosed I requested, “any notices, agendas, and

1 minutes of all SCA board meetings, open or in executive session, at which
2 the SCA Board approved the approximately 17 foreclosures of properties
3 within Sun City Anthem HOA”
4

5 57. I obtained the official Ombudsman’s notice of sale records for those properties and
6 have had them authenticated along with the Ombudsman’s record for this property in order to
7 demonstrate that the SCA Board has abdicated all control over the collection and foreclosure
8 process and has no checks and balances in place to protect the association from theft of its
9 funds or to guarantee that owners’ rights are not abridged in the process of unjustly enriching
10 third parties.
11

12
13 58. I also wanted to determine if this foreclosure was unique, i.e., if only in this case, SCA
14 Board failed, through error or mistake, to authorize the sale of this single property in a duly-
15 called Board meeting.
16

17 59. In fact, all SCA foreclosures were done in closed Board meetings with no agendas, no
18 votes, no minutes wherein the Board made decisions and took actions against homeowners
19 without their knowledge and without reporting what they had done with specificity to the
20 membership at large as required..
21

22 60. It appears that the attorneys are misleading the court about the facts of this case to
23 cover up the fact that SCA Board never approved any foreclosure properly and never kept track
24 of any of the money collected, much that remains under the proprietary control of agents,
25 despite SCA bylaws specific prohibition against that and the statutory requirement to distribute
26 the proceeds of the sales in a particular manner.
27
28

1 61. Attached are the authenticated Ombudsman Notice of Sale Compliance Screens for 17
2 properties, including 2763 White Sage Drive.

3 62. Judicial notice is requested to note that HOAs must provide specific notices to the
4 Ombudsman that constitute statutory compliance with the HOA foreclosure statutes, and these
5 notices were not provided in this case.

7 63. NRS 116.311635 requires the Notice of Sale be submitted to the Ombudsman which
8 contains specific dates, eg., the lien, the notice of default, and the amount due on the Notice of
9 Sale.

10 64. NRS 116.31164 requires that the person conducting the sale provide the Ombudsman
11 with a copy of the foreclosure deed 30 days after the sale is complete, and the foreclosure deed
12 contains recitals that describe exactly how the sale was conducted and what notices were
13 provided

14 65. NRS 116.31166 states that the recitals on the foreclosure deed are conclusive proof that
15 the sale was valid.

16 66. The Ombudsman only retains the notices physically given pursuant to these statutes for
17 one year.

18 67. The Ombudsman maintains to this date only a database of the notices provided to the
19 Ombudsman

20 68. "SCA000176- SCA000643, the Red Rock Foreclosure file" was filed into this case by
21 the SCA attorneys, without corroboration, verification or even owner knowledge, as SCA's
22 official, and only, record of the sale.

23 69. The Board has allowed RRFS unsupervised authority to author the only record of any
24 foreclosures.
25
26
27
28

1 70. No independent SCA record provides evidence that the sale was authorized by the
2 Board.

3 71. There is no entry in the SCA ownership record, the Resident Transaction report, that
4 the sale was held as RRFS reported; indeed, there is no SCA record that the property was
5 foreclosed at all.
6

7 72. The absence of any SCA accounting for the proceeds of the sale has resulted in RRFS'
8 100% proprietary control over all funds collected.

9 73. There is no independent SCA record to account for the \$63,100 proceeds.

10 74. There is no record that Thomas Lucas or Opportunity Homes ever owned the property.

11 75. SCA also objected on the grounds that it "violate(d)" third-party privacy rights without
12 specifying whose privacy rights would be violated, but this makes no sense.
13

14 76. Providing an SCA owner a copy of the notice of sale of an SCA property could not
15 violate a third-party's privacy rights if the intent of the notice was to hold a "public" auction.
16

17 77. SCA disclosures show that all SCA Board decisions were made in secret meetings such
18 that no SCA owner had any notice of any foreclosure sale.

19 78. I am submit as exhibits a set of 2016 emails in which Jim Long, a former attorney and
20 SCA Board member in 2014, responded to my questions about SCA Board foreclosure
21 decisions in 2014.
22

23 79. I think these emails make it clear that RRFS convinced very smart Board members that
24 it was their fiduciary duty, and a requirement of some unknown NRS 116 provision, to keep
25 strictly confidential everything the Board did related to foreclosure of any particular property,
26 even though there is no such legal requirement and to me is an obvious abridgement of owners'
27 rights. NRS 116.311085 defines four permissible topics the Board can discuss in closed
28

1 session, and taking action against an owner based solely on the allegations of an agent is not
2 one of them.

3
4 80. Since 2016 I have hundreds of pages of documents showing my repeated attempts to
5 get the Board to see the huge adverse consequences of letting debt collectors essentially steal
6 people's houses without notice.

7 81. All these attempts have been rebuffed on the advice of counsel, both the Lipson firm
8 and the Clarkson Law Group.

9 82. Judicial notice is requested that SCA's counsel Clarkson is also the SCA debt collector.

10 83. SCA has had four debt collectors and every one of them has had serious conflicts of
11 interest.

12
13 84. In terms of this case, the managing agent holds the NRS 649 debt collection license
14 d/b/a Red Rock Financial.

15 85. These agents' insistence on complete opacity has enabled the debt collector to usurp the
16 authority of the Board and to conceal the exact methods they employed to collect and to make
17 it virtually impossible for SCA members to follow the money that SCA bylaws require be
18 under the control of the SCA Board.

19
20 86. On March 14, 2014, I reported the irregularities and misconduct of counsels in this case
21 and in the whole HOA foreclosure racket in Nevada to the Nevada Attorney General in case 2-
22 2019 which is included in the exhibits.

23
24 **Responses to Findings of Fact that were in the order granting SCA MSJ**

25 1 – In 2003, Gordon B. Hansen obtained a loan to purchase the real property
26 located at 2763 White Sage Drive, Henderson, 89052 “the property”.

1 False. Gordon and Marilyn Hansen obtained a DOT when the married couple purchased
2 the property in 2003, but it was paid off when they divorced in 2004 and is not in dispute here.
3 The ownership of the promissory note GBH executed on 7/15/04 as a single man after the
4 divorce, and the 7/15/04 Western Thrift DOT, recorded on 7/22/04, is what NSM claims to
5 hold GBH's original promissory note on and thereby hold the beneficial interest of the
6 DOT. NSM's ownership of the 7/15/04 is disputed. [4/14/19 Tobin Declaration](#) in exhibit A.

7
8 2 – “The Property was subject to the HOAs Covenants, conditions and
9 Restrictions.”

10 True, but judicial notice is requested, that the CC&Rs, are not just deed
11 restrictions binding the “Property”, the CC&Rs, along with the bylaws, use
12 rules, adopted Board policies and regulations form a binding contract between
13 the owners, and the Association, administered by a volunteer elected Board
14 bound by fiduciary duty to act solely and exclusively in the best interests of
15 the Association.

16 More important, in this case, given the abusive conduct
17 misrepresentation of SCA's agents and attorneys, judicial notice is requested
18 of the fact that the CC&Rs do not grant independent authority, rights or
19 benefits to HOA agents of any kind, including managers, attorneys, or debt
20 collectors.

21 Finally, lenders, servicing banks and actual, or alleged, holders of
22 security interests with liens against any SCA property are not parties to the
23 CC&Rs.

1 4, "In 2012, the Trust defaulted on the homeowners' assessments."
2

3 False. RRFS rejected tendered payments that cured the delinquency and
4 then proceeded to pursue unnecessary collection actions.

5 The 10/3/12 payment cured the delinquency, but for RRFS's unilateral
6 imposition of unauthorized fines and unearned collection costs.

7 No other fees were authorized besides the \$25 late fee imposed on July
8 31, 2012 by board policy for the late payment of the July quarterly assessment.

9 The May 9, 2013 tender by BANA representative Miles Bauer of \$\$825
10 for the nine months of assessments then past due would have cured all
11 delinquency.
12

13 RRFS proceeded with collections and adding fees unnecessarily and
14 without legal authority. No "default" would have existed prior July 1, 2013,
15 but for Red Rock's unjustified, unreported and unilateral rejection of a \$825
16 payment and its failure to EVER credit the property's account with \$825 paid
17 assessments.
18

19 Further, I signed a purchase agreement from the Mazzeos on May 10,
20 2013, for \$395,000, pending lender approval.
21

22 On May 29, 2013, Red Rock responded to a payoff demand from
23 Proudfit Realty, establishing that Red Rock was well aware that the escrow
24 instructions were to pay HOA assessments in full out of escrow

25 Red Rock demanded \$3,055.47 on May 29, 2013 to cure the delinquency
26 of \$825 of assessments that were then due and owing.
27
28

1 On June 4, 2013 Ticor Title drafted a HUD-1 settlement statement that included paying
2 the HOA the \$3,055.47 RRFS demanded, without any challenge regarding the reasonableness or
3 legal authority of collection costs that were 370% of the amount due.

4 5. On September 17, 2012, Red Rock Financial (Red Rock), the HOA's collection company,
5 sent Gordon Hansen letters indicating that his account was in collections with them."

6 False and unauthorized.

7 There is no proof of service of this notice in the 54 pages alleging "proofs of service"
8 SCA disclosed in SCA000176-SCA000643.

9 I have no record of this letter either from memory, from my files, or from the certified
10 complete files from Proudfit Realty.

11 If it was sent, it contained unauthorized charges (\$25 late fee was authorized as of July
12 31, 2012, and SCA is claiming that it was okay for its agent to unilaterally demand \$617 was
13 due and owing on September 17, 2012 when only \$25 fine was authorized for \$275
14 assessments were late.

15 Further, there is no authorization for sending an account to collections and adding fees
16 when a payment is past due on a quarterly installment, but the quarter isn't ending for another
17 two weeks.

18 SCA did not provide any late notice for assessments were more than 30 days past due
19 as is required by the SAC Delinquent Assessment Policy disclosed by SCA000169.

20 SCA did not publish a quarterly delinquency report as required by SCA bylaws.

21 SCA's claim of equitable estoppel centers on this notice, and their claim that it
22 provided me with a 30-day notice of appeal. That's wrong on a number of levels.

23 I didn't get it.

24 The delinquency was cured.

25 6. On 9/20/12 SCA sent GBH a notice of hearing that his account was delinquent, and they
26 were considering suspending membership privileges.

27 Misleading. The dispute is that SCA claims that there is an exception to providing this
28 due process, required by NRS 116.31031 and SCA CC&Rs when the membership privileges

AA 001402

1 are REVOKED PERMANENTLY BY FORECLOSURE INSTEAD OF SUSPENDED BY A
2 FINE. This is a pretty major dispute for SCA to gloss over to the court while taking aggressive
3 actions against me to prevent the court from considering that dispute over the applicability of
4 the law.

5 7. On 10/3/12 Tobin sent a letter to Sun City Anthem informing Sun City Anthem that Gordon
6 Hansen had passed away.

7 The Tobin letter included a copy of the notice sent by Sun City Anthem as it was stamped by
8 red rock as received on 10/8/12 with other parts of the letter.

9 False. I couldn't have attached it because it was the sender's copy. Further, just because
10 it has a date stamp that is the same as something else doesn't mean the two were connected.

11 This is an example of the SCA's attorney's impressions and personal opinions being
12 characterized to the Court as the undisputed truth when it is hearsay at best and false to boot.

13 9 The Tobin letter also stated she was late and delinquent on assessments, that she was
14 attempting to short sale the property and she did not intend to pay any assessments after the
15 enclosed check.

16 False. This mischaracterizes what I said. Why would an owner in good standing continue to
17 pay her own assessments and just ignore the other property? I said the owner died, the property
18 was sold, another SCA owner was handling the listing, and the escrow or the new owners
19 would pay.

20 It mischaracterized the evidence, and extrapolates it to malign my character and
21 covered up how it came to be that I did not see the SCA disclosures until 12/26/18 because
22 SCA disclosed only a picture of a CD that made the actual files inaccessible to me.

23 10 Tobin in fact never paid assessments after the October 2012 Tobin letter

24 This is totally misleading in that it is putting words in my mouth and covering up what
25 RRFS did. Based on their own disclosures, RRFS refused to accept assessment payments,
26 apply them to the account according to the law and stop using predatory collection tactics.

27
28

1 The way that I am being characterized as a scofflaw is totally unwarranted, slanderous
2 and offensive when I was paying my assessments all through this period as were the two listing
3 agents.

4 It only covers up that RRFS took this house without any notice to me whatsoever when
5 there is no way in a million years that I would have let it be sold if I had thought SCA would
6 do it or could do it.

7 SCA did not benefit from this sale. RRFS paid SCA in full \$2,701.04 for \$2,000 in
8 delinquent assessments that I could easily have paid had I not been trying to get multiple
9 legitimate sales to get lender approval.

10 I have letters between me and BNA and between me and Nationstar \and Leidy that
11 show clearly neither SCA nor RFS communicated with me in any way after the publication of
12 the 2/12/14 notice of a march 7, 2014 sale. ZERO.

13 As can be seen in the Leidy declaration made under penalty of perjury and the email
14 exhibits, none of those notices that allegedly were sent to me in 2014 never were sent. They are
15 not mentioned in any of the emails. Leidy gave me his complete file in 2016, and there wasn't
16 one word about these alleged notices. I expected the banks to let me sell the property at market
17 value to a bona fide purchaser.

18 BANA agent Miles Bauer did pay, or at least try to pay, \$825 for the nine-months
19 assessments that were then past due, but Red Rock refused to accept them.

20 Red Rock prevented that delinquency from being cured, and this trial will largely focus
21 on how this refusal of payments voids the sale. Red Rock never got permission from the SCA
22 Board to refuse this tender. Red Rock did not allow the owner's account to be brought back to
23 a level where the relentless march toward foreclosure would have to stop. Why is SCA
24 attorney defending the actions of agents that were not acting as fiduciaries on behalf of the
25 association, but for their own profit? What benefit accrues to the association to have these
26 predatory collection practices persist?

1 Red Rock's actions, and those of NSM and BANA placing me and the agents in a
2 double bind by not foreclosing and not approving a sale, caused the default. They should not be
3 permitted to benefit from these actions at my expense.

4 Judicial notice is requested of the fact that NSM's joinder is not supported by any
5 evidence and it is deceptive in that it attempts to get the court to believe that the sale should be
6 voided to protect NSM's interest, but not Tobin's, when NSM has not entered any evidence
7 into this case to prove that it owns the beneficial interest of the DOT.

8 Please note that SCA disclosed no independent records of the collection and foreclosure
9 process.

10 Every shred of evidence that SCA produced to make its case against me was 100%
11 developed by RRFS and only regurgitated without any editing by SCA, that maintains no
12 Tobin was handling the affairs for the estate of Gordon Hansen and owned her own property at
13 Sun City Anthem at an Olivia Heights address.

14 Misleading. SCA gave a homeowner in good standing no notice. Why did SCA go to
15 such lengths to prevent giving me any notice before selling the house I was a trustee for when I
16 am right here. I have been an SCA homeowner since 2004, and I have been a member in good
17 standing all that time. The resident transaction report shows I was only required to pay a \$25
18 late fee one time in 15 years for a late payment made on August 17, 2012.

19 SCA attorney's characterization of me as a scofflaw is false. SCA was in no way
20 justified in taking my deceased fiance's house and selling it without telling me or giving me a
21 chance to pay the few thousand dollars to correct the trivial debt.

22 Further, on the resident transaction report for my Olivia Heights property, you will see
23 that I accidentally double-paid my assessments, so I was in 2011 at one point over \$1000 pre-
24 paid. This was probably because I was a caregiver for a terminally ill fiancé and made a
25 mistake. I'm not sure, but why doesn't this error of mine figure into defining what reasonable
26 treatment is.

27 Instead, the SCA attorney has made multiple unfounded innuendoes that have led this
28 court to conclude that it was reasonable for the SCS Board to use predatory collection tactics

1 against a long-term homeowner when there was absolutely zero chance that the HOA wouldn't
2 get paid.

3 The agents were using abusive and unauthorized tactics and claiming excessive and
4 unearned fees without any supervision from the Board. For the SCA attorney to defend these
5 predatory debt collectors and not enforcing the indemnification clause in the (undisclosed)
6 4/27/12 RRFS debt collection agreement is unconscionable.

7 12 On 11/5/12 Red Rock sent letters to both address oh and was addressed to the estate of
8 Gordon Hansen informing that they received that Gordon Hansen had passed and requesting
9 that the estate contact the office within 30 days of the letter.

10 This acknowledgement of receipt of the notice of the owner's death and the notice that
11 the property was in escrow and that the listing agent should be contacted for collections out of
12 escrow, can in no way be construed as fulfilling SCA's duty of notice. It does not show in any
13 way that SCA Board gave the notices that are actually required. And they did not.

14 13. The ledger and payment allocation indicate that payment was applied to the 7/1/12 and the
15 7/31/12 late fee

16 False. There are the specific entries made in on 10/18/12 in the RRFS ledger and on
17 11/6/12 Resident transaction report

18 14 On 12/14/12 the HOA through Red Rock recorded a notice of delinquent assessment lien.

19 Misleading. Notice was not given until 1/3/13 after the lien had been recorded on
20 12/14/12.. The lien included \$626 unauthorized , unearned fees that unfairly created an
21 ongoing delinquency that should have been handled with less predatory tactics by following
22 my instructions and collecting out of escrow or from the new owners (See Sparkman 8/8/12
23 purchase offer.)

24 15. On March 12, 2013, the HOA, through Red Rock, recorded a notice of default and election
25 to sell. The first notice of default was rescinded on or about April 3, 2013.

26 This is deceptive. the foreclosure deed relied on this rescinded, and therefore legally
27 non-existent notice of default which was a false recital.

28

AA 001406

1 What is totally mystifying to me is why the SCA attorney defending this? Who benefits
2 by him using convoluted logic to try to justify taking a house from a deceased homeowner's
3 estate for the benefit of a speculator with a fraudulent deed or a bank that is making false about
4 owning the note?

5 17 The second notice of default and election to sell correctly notes the start date of the
6 delinquency since July 1, 2012.

7 False. The delinquency did not start on 7/1/12. There are the specific entries made in on
8 10/18/12 in the RRFS ledger and on 11/6/12 Resident transaction report, and payments were
9 refused on 10/3/12, 5/9/13 and 5/28/14.

10
11 18. The Red Rock ledger indicates the July 1 2012 assessment payment was late, this was put
12 in the second notice of default and election to sell, and is confirmed by the Tobin letter.

13 False. Misrepresents my words and is a false statement about the RRFS and SCA
14 ledgers.

15 19. On February 12, 2014 the HOA through Red Roc recorded a notice of foreclosure sale
16 The notice of sale correctly referenced the second notice of default that was recorded on
17 4/8/13.

18 So what? This mischaracterizes the dispute. The 2/12/14 notice of a March 7 sale was
19 done, but March 7 passed and there was no notice, published on an official notice or not,
20 whatsoever to me, the Ombudsman or any SCA member or any person who had made a good
21 faith FMV offer that the sale was scheduled for August 15, 2014.

22 21. Red Rock complied with all mailing requirements, properties went to both the property
23 address (White Sage) and to Tobin's home address, (Olivia Heights). Tobin signed for some of
24 the mailings herself.

25 Misleading. There are no proofs of service for any of the notices I dispute. Obviously, I
26 don't dispute the notices I signed for.

27 22. The sale was scheduled for March 7, 2014 in the notice of sale. The sale was posted and
28 published.

1 False. The August 7, 2014 sale date was not published ever.
2 After March 7, when no sale occurred, there never was another published or verbal notice of
3 any sale date given to me or to the Ombudsman.

4 23. The sale was postponed three times.

5 False. See Leidy declaration that he remembers at least four. Note that SCA has no
6 records to corroborate the RRFS version of events..

7 24. The postponements were made in part to help Tobin attempt to short sale the property.

8 False. SCA and RRFS did not follow normal procedures, conducted unnecessary
9 collection actions, added unauthorized, unearned and unreasonable charges, and excluded all
10 parties with a known interest, including those who had requested notice, from getting any
11 information about the actual true date of the sale. Further, it was cruel and unfair to sell the
12 house without notice after I had been working with two listing agents to sell the property and
13 the banks unfairly were not allowing it to be sold at market value. This is an extremely false
14 and biased statement that damages me.

15 26. Craig Leidy requested the HOS waive thousands of dollars off of the debt.

16 False. It mischaracterizes the 5//28/14 offer of \$1,100 by Veronica Duran, NSM
17 negotiator. There is no signed request for waiver form. There was no offer of a payment plan
18 and no request was made by the owner as RRFS alleged.

19 27. The HOA communicated that it would waive some amount but could not grant the waiver
20 to the extent requested.

21 False. No such communication was sent.

22 28. Communication between Nationstar and Craig Leidy appears to indicate the balance was
23 too high for Nationstar to allow the short sale. False. It mischaracterizes the 5//28/14 offer of
24 \$1,100 by Veronica Duran, NSM negotiator, that exceeded the super-priority tender and was
25 rejected unilaterally by RRFS.

26 29. Sometime in May 2014, the estate of Gordon Hansen entered into a purchase agreement
27 with MZK residential LLC contingent on short sale approval. Tobin initialed every page of the
28

1 agreement. This was a legitimate public auction on www.auction .com wherein I though the
2 property was sold to MZK, the high bidder with \$350,000 offer.

3 30. The HOA foreclosure took place on august 15 2014 whereby the HOA through Red Rock
4 sold the property to Thomas Lucas, representing Opportunity Homes, LLC for \$63,100. If so,
5 why is there no SCA record that Thomas Lucas was ever an owner of the property? Why is
6 there no record of the \$63,100? Why is Jimijack the second owner of the property effective
7 9/25/14?

8 31. A foreclosure deed in favor of opportunity Homes, LLC was recorded on August 22, 2014.

9 Misleading as the dispute is over the recitals. The deed contains false recitals as SCA
10 did not comply with the statutes. There were payments made and payments rejected after July
11 1, 2012. The 3/12/13 Notice of Default was relied on after it had been rescinded.

12 32. On October 13, 2014 Tobin sent an email to Craig Leidy where she indicated her belief that
13 he failed to protect the Trust's interest, that she believed he was working with the purchaser
14 Thomas Lucas and also that she was aware interplead the excess proceeds.

15 False and a complete misrepresentation wherein the SCA attorney is presenting his
16 personal interpretation of my word as the undisputed truth. Further, this conceals the dispute
17 over the fact that RRFS did not distribute the proceeds, did not file a complaint for interpleader
18 and did not ever provide notice to me so I could make a claim. Instead, SCA disclosures
19 contain the deceptive ((SCA000218) \$57,282 check made out of the Clark County District
20 Court intentionally creating the false impression that the proceeds of the sale had been
21 distributed when they remain undistributed to this day under the control of RRFS and outside
22 of the control of the SCA Board.

23 33. On August 11, 2017 a notice of entry order granting Thomas Lucas and Opportunity
24 Homes LLC motion for summary judgment was filed in this case.

25 The motion for summary judgment was granted despite the fact that Thomas Lucas
26 never answered NSM's 1/11/16 complaint in A-16-730078-C and never answered my 2/1/17
27 complaint in this case. Further, this is a misleading, random fact, not material to the issues
28 remaining for trial.

1 34. Tobin has filed one cause of action for quiet title for quiet title and declaratory relief
2 against the HOA.

3 So why is the HOA fighting so hard to protect the agents against the homeowner? SCA
4 has no financial interest in the title and the title dispute is between me and Jimijack. Why is the
5 SCA attorney structuring SCA's involvement to bias the result against a long-time homeowner
6 and the estate of a deceased homeowner in favor of a speculator whose claim for ownership is
7 a fraudulently executed deed that is contradicted by the SCA ownership records??

8 SCA attorney is misrepresenting to the court that the Red Rock file, uncorroborated and
9 unverified, should be accepted as true, even though it is not based on sworn affidavits, while
10 opposing evidence, i.e., the SCA official records (agendas, minutes, resident transaction report,
11 compliance records), the official compliance notice of sale records of the Ombudsman, and
12 declarations made under penalty of perjury by Tobin, Leidy and Proudfit, three SCA
13 homeowners in good standing for at least 15 years, should be treated as suspect. Further,
14 SCA's actions, if accepted by this court, have the effect of removing all of my rights and
15 handing them over to Joel Stokes, who will get quiet title without presenting any has presented
16 evidence into this case at all.

17 Judicial notice is requested that Jimijack does not have an admissible deed, or a
18 properly executed trust agreement, a sales contract or anything that explains why he is listed in
19 the HOA records as the second. owner of the property effective 9/25/14.

20 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
21 true and correct

22
23 Dated the 20th day of April 2019,

24
25 

26
27 Nona Tobin

1 **DECL**
2 MICHAEL R. MUSHKIN
3 Nevada Bar No. 2421
4 L. JOE COPPEDGE
5 Nevada Bar No. 4954
6 MUSHKIN CICA COPPEDGE
7 4475 S. Pecos Road
8 Las Vegas, NV 89121
9 Telephone: 702-386-3999
10 Facsimile: 702-454-3333
11 Michael@mushlaw.com
12 Joe@mushlaw.com
13 *Attorneys for Nona Tobin, an individual and*
14 *as Trustee of the Gordon B. Hansen Trust*

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

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

16 Plaintiffs,

17 vs.

18 BANK OF AMERICA, N.A.,

19 Defendant.

20

NATIONSTAR MORTGAGE, LLC,
21 Counter-Claimant,

22 vs.

23 JIMI JACK IRREVOCABLE TRUST;
24 Counter-Defendant

25

NONA TOBIN, an individual, Trustee of
26 the GORDON B. HANSEN TRUST, dated
27 8/22/08

28 Cross-Claimant,

vs.

Case No.: A-15-720032-C

Department: XXXI

Consolidated with: A-16-730078-C

**DECLARATION OF D. CRAIG
LEIDY IN SUPPORT OF NONA
TOBIN'S MOTION FOR
RECONSIDERATION**

AA 001411

1 JOEL A. STOKES and SANDRA F.
2 STOKES, as trustees of the JIMI JACK
3 IRREVOCABLE TRUST; SUN CITY
4 ANTHEM COMMUNITY
5 ASSOCIATION, INC., Yuen K. Lee, an
6 individual, d/b/a Manager, F. Bondurant,
7 LLC, and DOES 1-10 AND ROE
8 CORPORATIONS 1-10, inclusive

Cross-Defendant.

9 I, DENNIS CRAIG LEIDY, under penalty of perjury, states as follows:

10 I have personal knowledge of the facts stated herein, except for those facts stated to be based
11 upon information and belief. If called to do so, I would truthfully and competently testify to the
12 facts stated herein, except those facts stated to be based upon information and belief.

13 This declaration is made in support of Nona Tobin's motion to reconsider Sun City Anthem's
14 motion for summary judgment and the joinders thereto.

15
16 1. This is my second declaration.

17 2. The first declaration I made in relation to this case was dated May 11, 2018, and it is
18 attached hereto as Exhibit 1.

19 3. I live at 2576 Sumter Valley Circle in Sun City Anthem, and I have been an SCA
20 member in good standing since I moved here in 2000.

21 4. I knew Gordon (Bruce) Hansen for about 10 years before he died of pancreatic cancer
22 in 2012.

23 5. In January, 2014, I was at a party at Nona Tobin's house, maybe for Super Bowl, and
24 Nona told me how upset she was that the bank had locked her out of Bruce's house, but that
25 the bank wouldn't take the title and kept hounding her with so many collection calls she
26 couldn't answer her phone any more.
27
28

AA 001412

1 6. She said she was desperate to get some peace and get rid of the liability. I told her I
2 could help.

3 7. I went over to the house and found that it had a lockbox, it wasn't really locked. I found
4 a side garage door was open.
5

6 8. On 2/2/14 I got her to sign the "Do Not Call" form and Third Party Authorization
7 Form" and submitted them to Nationstar, and she thanked me because the calls stopped.

8 9. On 2/14/14, Nona sent me the HOA Notice of Sale published by Red Rock (see
9 attached email and my 2/15/14 response). I told her not to worry, that the banks would step in
10 and pay so the HOA wouldn't sell. (See exhibit)
11

12 10. On 2/20/14, the listing agreement was finally signed and faxed back to me from Mexico
13 where Nona was on vacation. I told her she forgot to initial the "Licensee Acting for Both
14 Parties" and she was okay with me initialing it for her because signing from Mexico was so
15 hard.
16

17 11. I had immediate offers and on 3/4/14 Nona signed a \$340,000 cash offer from Red
18 Rock Investments (no relation to the debt collector that I'm aware of) pending lender approval.

19 12. I gave Christie Marling at Red Rock the 2/2/14 authorization Nona had signed for
20 Nationstar, but I never signed any agreement with Red Rock Financial Services and Red Rock
21 never asked me to get Nona to sign any agreement or request or third party authorization.
22

23 13. Attachment is my email response to Nona's request that I review approximately 30-35
24 pages of Red Rock documents. (See exhibit)

25 14. I have been shown the claims Red Rock has made about me and about what happened
26 the summer of 2014, and much of it is completely false.

27 15. On June 5, 2014, I forwarded the Nationstar 5/28/14 message to pay only \$1,100 to the
28

AA 001413

1 HOA on May 28, 2014. I never saw any of the ledgers in those pages I reviewed.

2 16. I sent to Nona with an email in October 2014 the only ledger I ever got from Red Rock,
3 and it was dated March 28, 2014, and it had not been given to me, it had been sent to Chicago
4 Title as part of the Red Rock Investments escrow that opened on March 4, 2014.

5
6 17. On July 24, 2014, I asked Nona to sign an addendum to cancel escrow & MLS change
7 to put it back on market per instructions from the beneficiary who would not accept the result
8 of the public auction it required me to do.

9
10 18. Nona requested to know the name of the beneficiary "We should be able to sue them to
11 cancel the debt because they failed to properly notify me of the transfer."

12 19. I told Nona in an email that I was in Temecula and that I needed her to go to the BHHS
13 office to sign a counter-offer for \$375,000 to Yvonne Blum, and to sign a change order
14 extending the listing and raising the listing price to \$390,000. I told her that "this is what the
15 beneficiary wants. I have also asked them to name the beneficiary. I haven't heard from them
16 on this yet."

17
18 20. Within minutes of my email, Nona shot back a very angry email which is attached to
19 this declaration demanding to know the name of the beneficiary before she did anything else.

20 21. I answered her that evening (see attached email and told her that none of us gets paid
21 until this works out. I thought I could get her a trustee's fee of some sort, but I was wrong
22 about that.

23
24 22. Nona was really mad at the bank not telling her who the beneficiary was that was
25 preventing all these sales from going through (see email) but then relented and went down to
26 the office to sign the papers Nationstar said the beneficiary wanted. See email.

27
28 23. I notified Nona that the \$375,000 counter offer she signed on 8/1/14 had been

AA 001414

1 countered again and the buyer wanted the utilities turned on for an inspection.

2 24. Nona answered that she was never going to put the utilities in her name again because it
3 cost her \$1,000 the last time personally because the trust had no money. She threatened to get
4 an attorney to demand cancellation of the debt and take it off the market and rent it herself and
5 then just keep the money. "All options are better the bank just screw it up in the end again."

6
7 25. I never heard anything from Red Rock that the property was going to be sold on August
8 15, 2014.

9
10 26. The day before the sale Thomas Lucas, who I had never met before told me out of
11 courtesy that he was going to bid on the property the next day.

12 27. I was surprised and tried to call Red Rock to stop it but no one would return my calls.

13 28. I didn't hear from Nona again until 8/15/14 a few hours after the sale because she had
14 been in California with her sister who was dying. I told her at that time that the property was
15 sold by the HOA and that I was working it out with the buyer, Thomas Lucas who by
16 coincidence was a Realtor under Forrest Barbee as I was.

17
18 29. This made Nona mad because she thought I had made a deal so she didn't want to sign
19 the cancellation of listing notice I sent her on August 29, 2014 that I needed to stop the calls I
20 was getting from people who thought it was still available for sale.

21
22 30. So she sent me the email dated September 11, 2014 where she complained about not
23 getting any notice from Red Rock before or after the sale and saying that she should get
24 something for the years of grief she had gone through and that she didn't want to be stuck
25 again with having liability and title but not possession.

26
27 31. I appreciate how frustrating this was because I too worked many, many hours trying to
28 get multiple escrows closed and I never got paid a penny.

AA 001415

1 32. On October 13, she sent me a list of questions because she still didn't believe that I
2 didn't have any notice of the HOA sale on August 15, 2014. See email

3 33. My answers to her in summary are:

4 34. I never received any notice from Red Rock about the August 15, 2014 sale nor did I
5 received any notice from Nationstar or any notice through the Equator system.
6

7 35. I received an email in March that included a ledger on Red Rock charges, and did not
8 receive any ledgers after that.


9 36. Christie Marling "stayed the foreclosure sale 4 previous times but she didn't return any
10 calls after July 24."
11

12 Regarding the excess proceeds from the sale, I told her "In response to
13 Nationstar's intentions, I have no clue. They are the servicer not the beneficiary."

14 37. "I would like to re-iterate that I, nor Berkshire Hathaway was ever notified of the
15 foreclosure sale until Tom Lucas gave me the courtesy call when it was happening."
16

17 I declare under penalty of perjury under the laws of the State of Nevada that the
18 foregoing is true and correct.
19

20 Dated this 13 day of May, 2019.
21

22
23 
24 DENNIS CRAIG LEIDY
25
26
27
28

AA 001416

1 MICHAEL R. MUSHKIN
Nevada Bar No. 2421
2 L. JOE COPPEDGE
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4475 S. Pecos Road
Las Vegas, NV 89121
5 Telephone: 702-386-3999
6 Facsimile: 702-454-3333
Michael@mushlaw.com
7 Joe@mushlaw.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 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee for the JIMI JACK
14 IRREVOCABLE TRUST,

15 Plaintiffs,

16 vs.

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

21 Defendants.

22 And Related Matters.

Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

MOTION FOR SUMMARY JUDGMENT

23 Craig Leidy, under penalty of perjury, states as follows:

24 1. I am a licensed real estate agent in the state of Nevada and have personal
25 knowledge of the facts stated herein, except for those facts stated to be based upon information
26 and belief. If called to do so, I would truthfully and competently testify to the facts stated
27 herein, except those facts stated to be based upon information and belief.

28 2. I make this declaration in support of Counterclaimant/Cross-Claimant Nona
Tobin's Motion for Summary Judgment.

3. On or about February 20, 2014, I signed a listing agreement with Nona Tobin,

AA 001417

1 Trustee of the Gordon B. Hansen Trust, to sell the property located at 2763 White Sage Drive,
2 Henderson, Nevada 89052, APN 191-13-811-052 (the "Property").

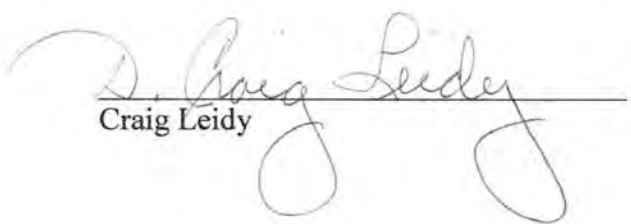
3 4. I began working with Red Rock Financial Services ("RRFS") and requested
4 notice and delay of any proposed HOA foreclosure sale regarding the Property.

5 5. The sale date was continued at least four (4) times. See Electronic Mail, Exhibit
6 hereto.

7 6. The Property was sold on August 15, 2014 although I was not given notice of the
8 sale until immediately before it transpired.

9 I declare under penalty of perjury under the laws of the State of Nevada that the
10 foregoing is true and correct.

11 Dated this 11 day of May, 2018.

12
13 
14 Craig Leidy

15
16
17
18
19
20
21
22
23
24
25
26
27
28

Letter of Authorization

February 1, 2014

To: Nationstar Mortgage

RE: Loan # 0618315261

Property Address:

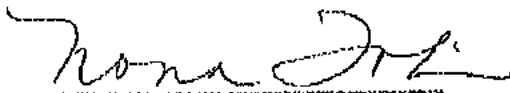
2753 White Sage Dr.

Henderson, NV 89052

I, **Nona Tobin**, as Successor Trustee of the Estate of Gordon Hanson, hereby authorize Nationstar Mortgage and any of their affiliates to discuss any and all information regarding the above referenced property with **Mr. Craig Leidy** of Prudential Americana Group REALTORS, 3185 St Rose Parkway, Henderson, NV 89052..

For verification, the last four digits of the deceased's social security number are 6401.

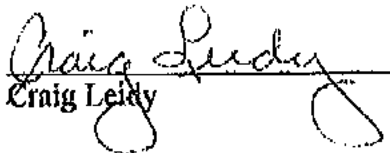
I have also included with this Letter of Authorization a copy of the deceased's Death Certificate and a copy of the Certificate of Revocable Living Trust.



Nona Tobin

2/2/14
Date

Successor Trustee of
the Gordon Be Hansen Trust



Craig Leidy

2.2.14
Date

AA 001419

BHHS 000082

Letter of Authorization

February 1, 2014

To: Nationstar Mortgage

RE: Loan # 0618315261

Property Address:


2753 White Sage Dr.

Henderson, NV 89052

I, **Nona Tobin**, as Successor Trustee of the Estate of Gordon Hanson, hereby authorize Nationstar Mortgage and any of their affiliates to discuss any and all information regarding the above referenced property with **Mr. Craig Leidy** of Prudential Americana Group REALTORS, 3185 St Rose Parkway, Henderson, NV 89052..

For verification, the last four digits of the deceased's social security number are 6401.

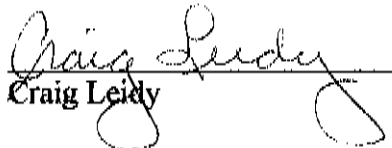
I have also included with this Letter of Authorization a copy of the deceased's Death Certificate and a copy of the Certificate of Revocable Living Trust.



Nona Tobin

2/2/14
Date

Successor Trustee of
the Gordon B. Hanson Trust



Craig Leidy

2.2.14
Date

AA 001420



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr.

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Tue, Jul 1, 2014 at 9:30 AM

Nona,

Please sign this new addendum from Auction.Com. The negotiator needs this one signed so they can get the approval letter from the investor.

Please send back ASAP. We are sooooooooooooo close to getting this done.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **Closing_AMENDMENT_TO_PURCHASE_AGREEMENT-2763_WHITE_SAGE_DR.PDF**
47K**AA 001421**



350 Highland Drive
Lewisville, TX 75067
www.MyNationstarMtg.com

July 10, 2014

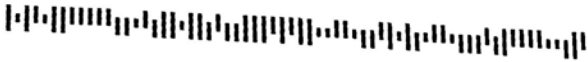


9-692-97140-0018231-004-01-000-000-000-000

ESTATE OF GORDON HANSEN
2664 OLIVIA HEIGHTS AVE
HENDERSON NV 89052-7039

**OPEN IMMEDIATELY
IMPORTANT INFORMATION**

Loan # 0618315261
Property Address: 2763 WHITE SAGE DR
HENDERSON, NV 89052



Dear ESTATE OF GORDON HANSEN:

Nationstar Mortgage would like to inform you of an updated Dedicated Loan Specialist to assist you and answer any further questions regarding your loan status or possible assistance. Please find your new Dedicated Loan Specialist contact information below. Please note that fax is the preferred means in which to send in documents. Contact your Dedicated Loan Specialist for more detail.

Nicole Uperesa
Phone: (888)850-9398, ext. 1015920
350 Highland Drive
Lewisville, TX 75067
Fax: (214)488-1993

We're ready to help.

Please don't wait to contact your Dedicated Loan Specialist named above. If for some reason they're unavailable, you're welcome to speak with another Loan Specialist by calling **877-450-8638, Mon-Fri 8am to 8pm, Sat 8am to 12 pm**. And you can always visit us online and sign into your account at MyNationstar.com We look forward to hearing from you soon.

Sincerely,

Foreclosure Prevention Department
Nationstar Mortgage LLC

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in a bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

For help exploring your options, the Federal government provides contact information for housing counselors, which you can access by contacting the Consumer Financial Protection Bureau at www.consumerfinance.gov, the Department of Housing and Urban Development at www.hud.gov, or by calling HUD Housing Counselor List at 800-569-4287.

Additional Help

If you have any questions about **Home Affordable Modification**, you can call the Homeowners HOPE™ Hotline 1-888-995-HOPE (4673). The Hotline can help with questions and offers access to free HUD-approved

AA 001422



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>

Wed, Jul 9, 2014 at 10:13 PM

To: nonatobin@gmail.com

Nona,

Hope you don't mind signing this addendum again. The assistant for the buyer's agent said I didn't send her the one with your signature on it. I did and proved it to her. She is sorry but now the buyer is out of town.

Please sign it exactly like you did before and scan it back if you don't mind.

Thanks,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **2763 white_sage_1to2_by_UPAD.pdf**
206K**AA 001423**



Nona Tobin <nonatobin@gmail.com>

TinyScan

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Jul 11, 2014 at 11:24 AM

To: Nona Tobin <nonatobin@gmail.com>, Craig Leidy <cleidy21@aol.com>

 **2763 replace.pdf**
1374K

AA 001424



Nona Tobin <nonatobin@gmail.com>

TinyScan

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Jul 16, 2014 at 6:54 PM

To: Nona Tobin <nonatobin@gmail.com>, Craig Leidy <cleidy21@aol.com>

FYI

 **2763 contact.pdf**
1265K

AA 001425



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Thu, Jul 24, 2014 at 1:37 PM

Nona,

Enclosed are the following:

1. Addendum to Cancel Escrow
2. MLS Change order putting this Back on the market

Please sign and return. I showed the property to a couple that has been following the property since it was on the market. They are serious about writing an offer. These are people that want the home to live in. I believe I will be writing an offer later today or tomorrow that is close to what the beneficiary wants.

I will all you as soon as I receive information regarding whether you have to be notified when beneficiary's change. I do know you have to be notified when servicers are changed. But I will find out.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

2 attachments **2763 White Sage Cancellation 2.pdf**
49K **2763 White Sage Dr Change Order.pdf**
41K**AA 001426**



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Wed, Jul 30, 2014 at 1:32 PM

Nona,

Enclosed is another offer from a women that submitted a previous offer. It was for \$300,000 cash and you rejected it, per me, because there was a higher offer at that time for \$340,000.00 cash.

This offer is from that same women, but is now contingent upon financing. I have countered the offer to be more in line with what the beneficiary is demanding. I don't know if the counter will be accepted, but we still need to go through the motions.

What I would like to do, is have you go to the office to sign these papers. The reason for that is two fold. The first is I don't want to waste your printer ink. The other is by signing at the office, I can have an agent there checking every place you will have to sign.

Connie and I are in Temecula with the Titans for the annual golf tournament. Otherwise I would just print these out and bring them over. Of course you can always print them out, sign and then send back. You have signed enough of these that you know what you're doing.

The beneficiary also wants me to raise the price to \$390,000.00. I told them I just can't do that without your signature on a change order. Which is Enclosed. I explained to the negotiator that you don't care what you sign as long as it doesn't cost you any money. He understands that, but he also said this is what the beneficiary wants. I have also asked them to name the Beneficiary. I haven't heard from them on this as yet.




So Enclosed are the following:

1. The RPA (The Offer)
2. Counter Offer
3. Change Order

Call me with any questions you have.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

3 attachments

-  **S45C-514073009040.pdf**
1191K
-  **2763_White_Sgae_Dr_CTR_1_Blum.pdf**
48K
-  **2763_White_Sage_Sr_CO#2.pdf**
41K

AA 001427



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>

Wed, Jul 30, 2014 at 1:54 PM

To: Craig Leidy <cleidy21@aol.com>

I want them to tell me who the beneficiary is before i do anything else.

And i want them to produce a document that show that they notified me that the beneficiary changed from Wells Fargo who was listed in the last legal notice I received as being the only entity that had the legal right to foreclose for failure to satisfy the note. If he is anonymous, how do i know he has any legal right to demand payment of any kind of the promissory note.

I am sick of being dicked around by this guy.

Nona

On Wed, Jul 30, 2014 at 1:32 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Enclosed is another offer from a women that submitted a previous offer. It was for \$300.000 cash and you rejected it, per me, because there was a higher offer at that time for \$340,000.00 cash.

This offer is from that same women, but is now contingent upon financing. I have countered the offer to be more in line with what the beneficiary is demanding. I don't know if the counter will be accepted, but we still need to go through the motions.

What I would like to do, is have you go to the office to sign these papers. The reason for that is two fold. The first is I don't want to waste your printer ink. The other is by signing at the office, I can have an agent there checking every place you will have to sign.

Connie and I are in Temecula with the Titans for the annual golf tournament. Otherwise I would just print these out and bring them over. Of course you can always print them out, sign and then send back. You have signed enough of these that you know what you're doing.

The beneficiary also wants me to raise the price to \$390,000.00. I told them I just can't do that without your signature on a change order. Which is Enclosed. I explained to the negotiator that you don't care what you sign as long as it doesn't cost you any money. He understands that, but he also said this is what the beneficiary wants. I have also asked them to name the Beneficiary. I haven't heard from them on this as yet.

So Enclosed are the following:

1. The RPA (The Offer)
2. Counter Offer
3. Change Order

Call me with any questions you have.

Craig Leidy

Broker/Salesman CRS SFR

Berkshire Hathaway Home Services

Nevada Properties

3185 Saint Rose Pkwy. Ste.100

Henderson, NV 89052

702-595-9007 = Cell

702-410-1769 = Office

702-317-3384 = Fax

www.mrsuncity.com

AA 001428

AA 001429



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Wed, Jul 30, 2014 at 9:08 PM

Nona,

I'm empathic with the way you feel about this whole ordeal. But it's not worth it to get upset. The goal is to get this out of your hair. I'm trying to do that.

It is still labeled as a short sale and really, the beneficiary does not have to cooperate at all. If Wells Fargo still is the beneficiary, they may have appointed one person to deal with this on their behalf. If they did transfer the note, does it really matter? No....it does not make a bit of difference.

I have asked the negotiator to tell us who is the beneficiary. Whether they do or don't shouldn't be a concern since it doesn't benefit anyone in knowing. If you, as the Trustee had a legal right to sue, I would say go for it. Anyone can sue for anything but in this case you would not prevail monetarily or in principle.

Don't penalize the buyer because the bank does not have to say yes to anything. This is a courtesy they offer at the request of the government. After this year that will be over completely.

It is in the best interest of the trust to just go with the flow. The Buyer's agent and I have worked out a plan to get bids on work required to make this property as it once was. The plan is to submit these estimates along with the offer.

Remember, None of us get paid until this works out and I am working on getting you some monies as a trustee fee. You and I have a lot of hours of frustration and work in this project and it is time to bring it to fruition.

So let me know how you want to do this? Would you rather print all this all out and send it back or would you like me to have an agent at the office print it out and you sign at my office?

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>
Sent: Wed, Jul 30, 2014 1:54 pm
Subject: Re: 2763 White Sage Dr

I want them to tell me who the beneficiary is before i do anything else.

And i want them to produce a document that show that they notified me that the beneficiary changed from Wells Fargo who was listed in the last legal notice I received as being the only entity that had the legal right to foreclose for failure to satisfy the note. If he is anonymous, how do i know he has any legal right to demand payment of any kind of the promissory note.

I am sick of being dicks around by this guy.
Nona

AA 001430

On Wed, Jul 30, 2014 at 1:32 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Enclosed is another offer from a women that submitted a previous offer. It was for \$300,000 cash and you rejected it, per me, because there was a higher offer at that time for \$340,000.00 cash.

This offer is from that same women, but is now contingent upon financing. I have countered the offer to be more in line with what the beneficiary is demanding. I don't know if the counter will be accepted, but we still need to go through the motions.

What I would like to do, is have you go to the office to sign these papers. The reason for that is two fold. The first is I don't want to waste your printer ink. The other is by signing at the office, I can have an agent there checking every place you will have to sign.

Connie and I are in Temecula with the Titans for the annual golf tournament. Otherwise I would just print these out and bring them over. Of course you can always print them out, sign and then send back. You have signed enough of these that you know what you're doing.

The beneficiary also wants me to raise the price to \$390,000.00. I told them I just can't do that without your signature on a change order. Which is Enclosed. I explained to the negotiator that you don't care what you sign as long as it doesn't cost you any money. He understands that, but he also said this is what the beneficiary wants. I have also asked them to name the Beneficiary. I haven't heard from them on this as yet.

So Enclosed are the following:

1. The RPA (The Offer)
2. Counter Offer
3. Change Order

Call me with any questions you have.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

AA 001431



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Jul 31, 2014 at 11:41 AM

To: Craig Leidy <cleidy21@aol.com>

If the beneficiary is never challenged, they just keep moving the line. They wanted the auction, drag the buyer through the escrow and then refuse to close by making a demand at the end. Why counter at \$375 and let the beneficiary demand more. Why not accept whatever comes in and let them make their demands from there? I have cooperated completely through 4 escrows and a deed in lieu over 2 1/2 years and they won't even establish proof that they have standing to collect on the mortgage or identify themselves. WTF??? I feel like Neville Chamberlain trying to appease Hitler to avoid war.

I'll go down and sign this crap but I don't want to do it until they tell me who they are. I am leaving on Saturday for Southern CA until 8/6. So today or tomorrow.Nona

On Wed, Jul 30, 2014 at 9:08 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

I'm empathic with the way you feel about this whole ordeal. But it's not worth it to get upset. The goal is to get this out of your hair. I'm trying to do that.

It is still labeled as a short sale and really, the beneficiary does not have to cooperate at all. If Wells Fargo still is the beneficiary, they may have appointed one person to deal with this on their behalf. If they did transfer the note, does it really matter? No....it does not make a bit of difference.

I have asked the negotiator to tell us who is the beneficiary. Whether they do or don't shouldn't be a concern since it doesn't benefit anyone in knowing. If you, as the Trustee had a legal right to sue, I would say go for it. Anyone can sue for anything but in this case you would not prevail monetarily or in principle.

Don't penalize the buyer because the bank does not have to say yes to anything. This is a courtesy they offer at the request of the government. After this year that will be over completely.

It is in the best interest of the trust to just go with the flow. The Buyer's agent and I have worked out a plan to get bids on work required to make this property as it once was. The plan is to submit these estimates along with the offer.

Remember, None of us get paid until this works out and I am working on getting you some monies as a trustee fee. You and I have a lot of hours of frustration and work in this project and it is time to bring it to fruition.

So let me know how you want to do this? Would you rather print all this all out and send it back or would you like me to have an agent at the office print it out and you sign at my office?

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Nona Tobin <nonatobin@gmail.com>

AA 001432

To: Craig Leidy <cleidy21@aol.com>
Sent: Wed, Jul 30, 2014 1:54 pm
Subject: Re: 2763 White Sage Dr

I want them to tell me who the beneficiary is before i do anything else.

And i want them to produce a document that show that they notified me that the beneficiary changed from Wells Fargo who was listed in the last legal notice I received as being the only entity that had the legal right to foreclose for failure to satisfy the note. If he is anonymous, how do i know he has any legal right to demand payment of any kind of the promissory note.

I am sick of being dicked around by this guy.
Nona

On Wed, Jul 30, 2014 at 1:32 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Enclosed is another offer from a women that submitted a previous offer. It was for \$300.000 cash and you rejected it, per me, because there was a higher offer at that time for \$340,000.00 cash.

This offer is from that same women, but is now contingent upon financing. I have countered the offer to be more in line with what the beneficiary is demanding. I don't know if the counter will be accepted, but we still need to go through the motions.

What I would like to do, is have you go to the office to sign these papers. The reason for that is two fold. The first is I don't want to waste your printer ink. The other is by signing at the office, I can have an agent there checking every place you will have to sign.

Connie and I are in Temecula with the Titans for the annual golf tournament. Otherwise I would just print these out and bring them over. Of course you can always print them out, sign and then send back. You have signed enough of these that you know what you're doing.

The beneficiary also wants me to raise the price to \$390,000.00. I told them I just can't do that without your signature on a change order. Which is Enclosed. I explained to the negotiator that you don't care what you sign as long as it doesn't cost you any money. He understands that, but he also said this is what the beneficiary wants. I have also asked them to name the Beneficiary. I haven't heard from them on this as yet.

So Enclosed are the following:

1. The RPA (The Offer)
2. Counter Offer
3. Change Order

Call me with any questions you have.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

AA 001433



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com


Mon, Aug 4, 2014 at 4:29 PM

Nona,

The buyer countered the counter we sent them. Please read and then let me know what you would like me to do? or you can sign it and send back but I know you do not want to turn on the utilities in your name. If you did, agree to that, I can have the trust reimburse you for any expense you would incur. I could even turn them on in my name and have the trust reimburse me if the deal went through.

The only problem I see here is the offer is too low and maybe later the buyer will come up in price, but for now, this is all I can tell you.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **S75BW-214080407440.pdf**
119K**AA 001434**



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>

Mon, Aug 4, 2014 at 5:27 PM

Wasn't the last offer \$358k? Didn't the bank already say they wouldn't take less than \$375k?

You are right. No utilities go in my name ever again. It cost me over \$1000 last time.

When you say you can get the trust to reimburse, that is a big no.

Why don't you ask the bank if they'll take this offer or if they want me to give the keys to the Public Administrator and walk away or get an attorney and demand cancelation of debt since they can't prove they own it or take it off the market, rent it, keep the money until they foreclose. All options seem better than letting The bank screw it up at the end again.

Nona

On Aug 4, 2014 4:29 PM, "Craig Leidy" <cleidy21@aol.com> wrote:

Nona,

The buyer countered the counter we sent them. Please read and then let me know what you would like me to do? or you can sign it and send back but I know you do not want to turn on the utilities in your name. If you did, agree to that, I can have the trust reimburse you for any expense you would incur. I could even turn them on in my name and have the trust reimburse me if the deal went through.

The only problem I see here is the offer is too low and maybe later the buyer will come up in price, but for now, this is all I can tell you.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

AA 001435



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Aug 15, 2014 at 12:52 PM

To: Craig Leidy <cleidy21@aol.com>

I'm back in town. I'm assuming the bank won't say what they will absolutely accept so we are dead in the water. The HOA just held a hearing and issued a fine that accumulates weekly after 2 weeks because the plants have died. Do you want to keep going?

On Aug 4, 2014 5:27 PM, "Nona Tobin" <nonatobin@gmail.com> wrote:

Wasn't the last offer \$358k? Didn't the bank already say they wouldn't take less than \$375k?

You are right. No utilities go in my name ever again. It cost me over \$1000 last time.

When you say you can get the trust to reimburse, that is a big no.

Why don't you ask the bank if they'll take this offer or if they want me to give the keys to the Public Administrator and walk away or get an attorney and demand cancelation of debt since they can't prove they own it or take it off the market, rent it, keep the money until they foreclose. All options seem better than letting The bank screw it up at the end again.

Nona

On Aug 4, 2014 4:29 PM, "Craig Leidy" <cleidy21@aol.com> wrote:

Nona,

The buyer countered the counter we sent them. Please read and then let me know what you would like me to do? or you can sign it and send back but I know you do not want to turn on the utilities in your name. If you did, agree to that, I can have the trust reimburse you for any expense you would incur. I could even turn them on in my name and have the trust reimburse me if the deal went through.

The only problem I see here is the offer is too low and maybe later the buyer will come up in price, but for now, this is all I can tell you.

Craig Leidy

Broker/Salesman CRS SFR

Berkshire Hathaway Home Services

Nevada Properties

3185 Saint Rose Pkwy. Ste.100

Henderson, NV 89052

702-595-9007 = Cell

702-410-1769 = Office

702-317-3384 = Fax

www.mrsuncity.com

AA 001436



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Tue, Aug 19, 2014 at 6:04 PM

Nona,

I knew she was very ill and she wasn't going to recover, but I still said my prayers for her and you. I know you don't believe in prayers but I do. If you need anything, as always, just call.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>
Sent: Tue, Aug 19, 2014 4:44 pm
Subject: RE: 2763 White Sage

Craig, my sister died last night & my flight home is delayed until late tonight. I'll deal with this when I get back tomorrow.

Nona

On Aug 19, 2014 11:27 AM, "Craig Leidy" <cleidy21@aol.com> wrote:

Nona,

Please sign and send back either by email or fax.

Thank you,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

AA 001437



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Tue, Aug 19, 2014 at 11:27 AM

Nona,

Please sign and send back either by email or fax.

Thank you,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **2763 White Sage Termination.pdf**
51K**AA 001438**

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

1750 E. SAHARA AVE. • LAS VEGAS, NEVADA 89104-3706 • (702) 732-8177



Multiple Listing Service

WITHDRAWAL/TERMINATION ORDER

2763 White Sage Dr

ADDRESS/DESCRIPTION Henderson, NV 89052 MLS# 1424197

CURRENT

MLS AREA 606 PROPERTY TYPE residential PRICE \$ 390,000.00

TO: Berkshire Hathaway Homes Services NV Properties COMPANY

The undersigned, being the owner(s) of property described above, hereby authorizes the following changes, which are to be made a part of the original listing contract:

WC (1) Withdrawal from the Multiple Listing Service (does not terminate listing contract).

Conditional (list conditions) - - Effective Date _____

WU (2) Termination of Listing Contract and Withdrawal from the Multiple Listing Service.

Unconditional (list exceptions) - - Effective Date August 20, 2014

The receipt of a copy of this authorization is hereby acknowledged.

Broker Forrest Barbee Estate of Gordon B Hansen Owner

Listing Agent Craig Leidy Owner

Date _____, _____ Date _____, _____

NOTE:
THIS FORM DOES NOT CONSTITUTE A VALID WITHDRAWAL/TERMINATION ORDER UNLESS SIGNED BY THE BROKER OF THE LISTING OFFICE.



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>

Fri, Aug 29, 2014 at 1:31 PM

To: nonatobin@gmail.com

Nona,

Please sign this and send back. This is so I can stop receiving calls on the property. The new owner is an agent in our office by the name of Tom Lucas. He intends to keep the property.

I'm still receiving calls on the property. This document will stop the calls.

Thanks,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **2763 White Sage Termination.pdf**
51K**AA 001440**

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

1750 E. SAHARA AVE. • LAS VEGAS, NEVADA 89104-3706 • (702) 732-8177



Multiple Listing Service

WITHDRAWAL/TERMINATION ORDER

2763 White Sage Dr

ADDRESS/DESCRIPTION Henderson, NV 89052 MLS# 1424197

CURRENT

MLS AREA 606 PROPERTY TYPE residential PRICE \$ 390,000.00

TO: Berkshire Hathaway Homes Services NV Properties COMPANY

The undersigned, being the owner(s) of property described above, hereby authorizes the following changes, which are to be made a part of the original listing contract:

WC (1) Withdrawal from the Multiple Listing Service (does not terminate listing contract).

Conditional (list conditions) - - Effective Date _____

WU (2) Termination of Listing Contract and Withdrawal from the Multiple Listing Service.

Unconditional (list exceptions) - - Effective Date August 20, 2014

The receipt of a copy of this authorization is hereby acknowledged.

Broker Forrest Barbee Estate of Gordon B Hansen Owner

Listing Agent Craig Leidy Owner

Date _____, _____ Date _____, _____

NOTE:

THIS FORM DOES NOT CONSTITUTE A VALID WITHDRAWAL/TERMINATION ORDER UNLESS SIGNED BY THE BROKER OF THE LISTING OFFICE.



Nona Tobin <nonatobin@gmail.com>

Fwd: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Wed, Sep 10, 2014 at 11:53 AM

Nona,

Please sign this so I can get it off my books.

Thank you

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Craig Leidy <cleidy21@aol.com>
To: nonatobin <nonatobin@gmail.com>
Sent: Fri, Aug 29, 2014 1:31 pm
Subject: RE: 2763 White Sage Dr

Nona,

Please sign this and send back. This is so I can stop receiving calls on the property. The new owner is an agent in our office by the name of Tom Lucas. He intends to keep the property.

I'm still receiving calls on the property. This document will stop the calls.

Thanks,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **2763_White_Sage_Termination.pdf**
51K**AA 001443**



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <Cleidy21@aol.com>
To: nonatobin@gmail.com

Thu, Sep 11, 2014 at 3:34 PM

Nona,
I hear what your saying and about 3/4 of what your thinking makes sense.
According to our attorney, there are 200 case in the NV Supreme Court regarding this same thing.
Our attorney told me that no one knows what is going to happen with this type if problem. I'll keep you posted.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties

AA 001444



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>

Thu, Sep 11, 2014 at 10:50 AM

To: Craig Leidy <cleidy21@aol.com>

Cc: Steve Hansen <nasastevo@gmail.com>

I got your message requesting that I sign a termination/withdrawal order for the listing which you have said would just stop phone calls to you, nothing more. I haven't done it because something about this whole deal is not sitting right with me. Let me just rewind it a bit, and I think you'll see what I need to feel comfortable.

In July when the 4th escrow failed I kept bugging you to find out about the identity of the beneficiary since the documentation I had kept over the two plus years seemed to indicate that the no bank could truly establish that it was the legitimate owner of the promissory note. I felt there could be a cause of action to try to get the debt canceled.

On July 30 when you were down in Temecula, you had me sign documents to counter a new offer and raise the price on a new listing to \$390,000. I went down to your office on August 1 and signed all those documents with Carlos Ciapo even though they were ridiculous. I gave him a copy of the document that showed the problem about which bank had standing to be the beneficiary, i.e., actually owned the note, and complained that I was not being given accurate information about the identity of the beneficiary. He was not at all helpful, but it just introduces an additional concern to me that he also had the very information that would encourage a speculative purchase.

Then there were offers and counter offers and there was a request to put the utilities in my name to which I said no on August 4. You did not respond to that so I don't know what happened to any of those documents.

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

1. there had been a foreclosure sale by Red Rock for delinquent HOA dues at some unspecified time
2. the new owner was a friend of yours and an agent in your Berkshire Hathaway office
3. the purchase price had been \$63,000
4. the trust no longer had any responsibilities or concerns about the property as all the headaches now belonged to the new owner
5. you would no longer be working with me/the Trust; you would be working with the new owner to negotiate whatever needed to be resolved with the bank, the HOA etc.

I told you that I would be glad to cooperate, but that I certainly expected some kind of finders fee if you and the new owner/client were able to cancel \$390,000 of debt based on my documentation.

It should be noted that I have received nothing in writing related to any of the items above. Although I previously got many letters from Red Rock, I have gotten nothing from them saying that this foreclosure sale was scheduled or that it occurred. Also, when you verbally informed me about HOA foreclosure on August 15, I got the impression you were signing an agreement to work with new owner which would automatically negate a listing by a party who no longer owned it, but then I've never seen anything in writing that shows the ownership has actually changed.

I do know some sale has occurred because I received a call from an attorney on August 18 when I was literally at my sister's deathbed telling me that I should hire their firm to represent the Trust. This attorney said any amounts received in excess of the amount due to the HOA plus fees belonged to the Trust if claimed or reverted to the State of Nevada. I did not hire them, but the call was unsettling in that it awakened the notion that I might need legal representation.

I've also read recently that Nevada law is far from settled on the point of the super-priority of HOA liens and whether the foreclosure sale is simply a means to ensure that the HOA's lien position moves to the top so they get paid. It is being litigated whether the foreclosure has the effect of nullifying the first position of the original bank note or whether it means a change of title at all. See attached article.

In fact, today I just checked the County website for the official record of recorded owners, and the Gordon B. Hansen Trust is still listed as the owner. This certainly is a matter of concern as it leaves liability issues wide open.

Today when I saw your email with the request for me to sign the termination of the listing effective August 20, it doesn't seem to me that if I signed it, I would be acting in my own best interest or appropriately as a fiduciary as the Successor Trustee of the Trust.

You also said the buyer Tom Lucas intended to keep the property. Obviously from Tom Lucas' point of view, if there is no attempt to do a short sale, the property may well fall through the cracks, and the bank may have nothing to trigger it to assert its standing as the legitimate holder of the note and so it could drift along for a long time making money for him without the bank making any demands. However, it seems to me that this is just a little too convenient a windfall for your friend if this is done by just steamrolling over my interests and those of the Trust.

As you know this property has eaten up hundreds of hours of my time over the past 2 ½ years and I would love to be done with it, but signing this last document just does not pass the smell test for me. It has the appearance of double dealing or insider trading.

In order to get closure, what I think I need is:

1. If you and/or Tom are going to make a profit off of this property based on my research and documentation, then I would like a written agreement of an appropriate finders fee of 10% of the cancelled debt.
2. The listing is cancelled contingent on the recording of the legal change of title.
3. It is documented that the Trust and I are held harmless from any liability and are not subject to any financial exposure related to this property now or ever.

Nona

On Wed, Sep 10, 2014 at 11:53 AM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Please sign this so I can get it off my books.

Thank you

AA 001446

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Craig Leidy <cleidy21@aol.com>
To: nonatobin <nonatobin@gmail.com>
Sent: Fri, Aug 29, 2014 1:31 pm
Subject: RE: 2763 White Sage Dr

Nona,

Please sign this and send back. This is so I can stop receiving calls on the property. The new owner is an agent in our office by the name of Tom Lucas. He intends to keep the property.

I'm still receiving calls on the property. This document will stop the calls.

Thanks,

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **Superpriority HOA**
55K

AA 001447



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 4:07 PM

No I have not. I have put a call into our legal council to see if anything can be done. I probably won't know anything until Monday.

If there is an excess, I believe it would go into unclaimed money at the state level for a while until it is claimed.

I had a situation like this that when the money showed up in the state Unclaimed Funds File. All I had to do is prove that I was the benefactor. I did that by a driver's lic. It wasn't much, only \$347.00. It was in the state file for 3 years.

I'll know more on Monday.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

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

From: Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>
Sent: Fri, Sep 19, 2014 3:55 pm
Subject: Re: 2763 White Sage Dr

You didn't answer my question about the excess funds collected in the foreclosure sale over the amount Red Rock could keep. Have you ever dealt with getting that money turned over to one of your clients?

On Fri, Sep 19, 2014 at 2:38 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision. This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also downloaded the complete 35 page decision for you to review if you want. In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level. What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.
SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS

AA 001448

116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

AA 001449

IN THE SUPREME COURT OF THE STATE OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Appellant,
vs.
U.S. BANK, N.A., A NATIONAL
BANKING ASSOCIATION AS
TRUSTEE FOR THE CERTIFICATE
HOLDERS OF THE BANC OF
AMERICA MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2008-A,
Respondent.

No. 63078

FILED

SEP 18 2014

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
CHIEF DEPUTY CLERK

Appeal from a district court order dismissing a complaint and denying injunctive relief. Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.

Reversed and remanded.

Howard Kim & Associates and Jacqueline A. Gilbert, Howard C. Kim, and
and Diana S. Cline, Henderson,
for Appellant.

Akerman LLP and Ariel E. Stern and Natalie L. Winslow, Las Vegas,
for Respondent.

BEFORE THE COURT EN BANC.

OPINION

By the Court, PICKERING, J.:

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

I.

This dispute involves a residence located in a common-interest community known as Southern Highlands. The property was subject to Covenants, Conditions, and Restrictions (CC&Rs) recorded in 2000. In 2007 it was further encumbered by a note and deed of trust in favor of, via assignment, respondent U.S. Bank, N.A. By 2010, the former homeowners, who are not parties to this case, had fallen delinquent on their Southern Highlands Community Association (SHHOA) dues and also defaulted on their obligations to U.S. Bank. Separately, SHHOA and U.S. Bank each initiated nonjudicial foreclosure proceedings.

Appellant SFR Investments Pool 1, LLC (SFR) purchased the property at the SHHOA's trustee's sale, which took place on September 5, 2012. SFR received and recorded a trustee's deed reciting compliance with all applicable notice requirements. In the meantime, the trustee's sale on U.S. Bank's deed of trust had been postponed to December 19, 2012. Days before then, SFR filed an action to quiet title and enjoin the sale. SFR

AA 001451

alleged that the SHHOA trustee's deed extinguished U.S. Bank's deed of trust and vested clear title in SFR, leaving U.S. Bank nothing to foreclose.

The district court temporarily enjoined the U.S. Bank trustee's sale pending briefing and argument on SFR's motion for a preliminary injunction. Ultimately, the district court denied SFR's motion for a preliminary injunction and granted U.S. Bank's countermotion to dismiss. It held that an HOA must proceed judicially to validly foreclose its superpriority lien. Since SHHOA foreclosed nonjudicially, the district court reasoned, U.S. Bank's first deed of trust survived the SHHOA trustee's sale and was senior to the trustee's deed SFR received.

SFR appealed. The district court stayed U.S. Bank's trustee's sale pending decision of this appeal.

II.

A.

The HOA lien statute, NRS 116.3116, is a creature of the Uniform Common Interest Ownership Act of 1982, § 3-116, 7 U.L.A., part II 121-24 (2009) (amended 1994, 2008) (UCIOA), which Nevada adopted in 1991, 1991 Nev. Stat., ch. 245, § 1-128, at 535-79, and codified as NRS Chapter 116. *See* NRS 116.001. One purpose of adopting a Uniform Act like the UCIOA is "to make uniform the law with respect to [its] subject [matter] among states enacting it." NRS 116.1109(2). Thus, in addition to the usual tools of statutory construction, we have available the comments of the National Conference of Commissioners on Uniform State Laws, national commentary, and other states' cases to explicate NRS Chapter 116. 2A Norman J. Singer & Shambie Singer, *Sutherland Statutory Construction* § 48:11, at 603-08 (7th ed. 2014); *see Casey v. Wells Fargo Bank, N.A.*, 128 Nev. ___, ___, 290 P.3d 265, 268 (2012).

NRS 116.3116(1) gives an HOA a lien on its homeowners' residences—the UCIOA calls them “units,” *see* NRS 116.093—“for any construction penalty that is imposed against the unit’s owner . . . , any assessment levied against that unit or any fines imposed against the unit’s owner from the time the construction penalty, assessment or fine becomes due.” NRS 116.3116(2) elevates the priority of the HOA lien over other liens. It states that the HOA’s lien is “prior to all other liens and encumbrances on a unit” except for:

(a) Liens and encumbrances recorded before the recordation of the declaration [creating the common-interest community] . . . ;

(b) *A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent . . . ; and*

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

NRS 116.3116(2) (emphasis added). If subsection 2 ended there, a first deed of trust would have complete priority over an HOA lien. But it goes on to carve out a partial exception to subparagraph (2)(b)’s exception for first security interests:

The [HOA] lien is also prior to all security interests described in paragraph (b) to the extent of any [maintenance and nuisance-abatement] charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses [i.e., HOA dues] based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien, unless federal regulations adopted by the Federal Home Loan Mortgage Corporation or the

Federal National Mortgage Association require a shorter period of priority for the lien. . . . *This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the association.*

NRS 116.3116(2) (emphases added).¹

As to first deeds of trust, NRS 116.3116(2) thus splits an HOA lien into two pieces, a superpriority piece and a subpriority piece. The superpriority piece, consisting of the last nine months of unpaid HOA dues and maintenance and nuisance-abatement charges, is "prior to" a first deed of trust. The subpriority piece, consisting of all other HOA fees or assessments, is subordinate to a first deed of trust.

NRS 116.3116 largely tracks section 3-116(a)-(i) of the 1982 UCIOA.² But it does not use the language in subsections (j) and (k) of UCIOA § 3-116, which offer alternative HOA lien foreclosure provisions for adaptation to local law. *See* 1982 UCIOA § 3-116(j)(1) ("In a condominium or planned community, the association's lien must be

¹UCIOA § 3-116 differs from NRS 116.3116(1) in that it limits the superpriority to six rather than nine months of unpaid dues, does not make provision for Federal Home Loan Mortgage Corporation and Federal National Mortgage Association regulations, and does not include maintenance and nuisance-abatement charges in the superpriority lien.

²NRS 116.3116(3) was added in 2013, 2013 Nev. Stat., ch. 552, § 7, at 3788, and is unique. NRS 116.3116(11) was added in 2011, 2011 Nev. Stat., ch. 389, § 49, at 2450 (renumbered from subsection 10 to 11 by 2013 Nev. Stat., ch. 552, §7 at 3789), and replicates subparagraph (l) of the 1994 version and subparagraph (m) of the 2008 version of the UCIOA. *See* UCIOA § 3-116(m) (2008), 7 U.L.A., part IB 377 (2009); UCIOA § 3-116(l) (1994), 7 U.L.A., part IB 571-72 (2009). *See* note 1 above for additional variations.

foreclosed in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]].”); *id.* § 3-116(k) (offering an optional fast-track foreclosure method for cooperatives, which often carry substantial debt service obligations). Instead, the Nevada Legislature handcrafted a series of provisions to govern HOA lien foreclosures, NRS 116.31162 through NRS 116.31168, and refashioned 1982 UCIOA §§ 3-116(j)(2) and (3), concerning cooperatives, as NRS 116.3116(10).

To initiate foreclosure under NRS 116.31162 through NRS 116.31168, a Nevada HOA must notify the owner of the delinquent assessments. NRS 116.31162(1)(a). If the owner does not pay within 30 days, the HOA may record a notice of default and election to sell. NRS 116.31162(1)(b). Where the UCIOA states general third-party notice requirements, *see* 1982 UCIOA § 3-116(j)(4) (“In the case of foreclosure under [insert reference to state power of sale statute], the association shall give reasonable notice of its action to all lien holders of the unit whose interest would be affected.”), NRS 116.31168 imposes specific timing and notice requirements.

“The provisions of NRS 107.090,” governing notice to junior lienholders and others in deed-of-trust foreclosure sales, “apply to the foreclosure of an association’s lien as if a deed of trust were being foreclosed.” NRS 116.31168(1). The HOA must provide the homeowner notice of default and election to sell; it also must notify “[e]ach person who has requested notice pursuant to NRS 107.090 or 116.31168” and “[a]ny holder of a recorded security interest encumbering the unit’s owner’s interest who has notified the association, 30 days before the recordation of the notice of default, of the existence of the security interest.” NRS 116.31163(1), (2). The homeowner must be given at least 90 days to pay

off the lien. NRS 116.31162. If the lien is not paid off, then the HOA may proceed to foreclosure sale. *Id.* Before doing so, the HOA must give notice of the sale to the owner and to the holder of a recorded security interest if the security interest holder “has notified the association, before the mailing of the notice of sale of the existence of the security interest.” NRS 116.311635(1)(b)(2); *see* NRS 107.090(3)(b), (4) (requiring notice of default and notice of sale to “[e]ach other person with an interest whose interest or claimed interest is subordinate to the deed of trust”).

NRS 116.31164 addresses the procedure for sale upon foreclosure of an HOA lien and specifies the distribution order for the proceeds of sale. A trustee’s deed reciting compliance with the notice provisions of NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the unit’s former owner, his or her heirs and assigns, and all other persons.” NRS 116.31166(2). And, “[t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the unit’s owner without equity or right of redemption.” NRS 116.31166(3).

B.

U.S. Bank maintains that NRS 116.3116(2) merely creates a payment priority as between the HOA and the beneficiary of the first deed of trust. If so, then the dues and maintenance and nuisance-abatement piece of the HOA lien does not acquire superpriority status until the beneficiary of the first deed of trust forecloses, at which point, to obtain clear, insurable title, the foreclosure-sale buyer would have to pay off that piece of the HOA lien. But if the superpriority piece is a true priority lien, then it is senior to the first deed of trust. As such, it can be foreclosed and its foreclosure will extinguish the first deed of trust. *See, e.g.,* Restatement (Third) of Prop.: Mortgages § 7.1 (1997) (“A valid foreclosure

AA 001456

of a mortgage terminates all interests in the foreclosed real estate that are junior to the mortgage being foreclosed and whose holders are properly joined or notified under applicable law.”).

Nevada’s state and federal district courts are divided on whether NRS 116.3116 establishes a true priority lien. Compare *7912 Limbwood Court Trust v. Wells Fargo Bank, N.A.*, 979 F. Supp. 2d 1142, 1149 (D. Nev. 2013) (“[A] foreclosure sale on the HOA super priority lien extinguishes all junior interests, including the first deed of trust.”); *Cape Jasmine Court Trust v. Cent. Mortg. Co.*, No. 2:13-CV-1125-APG-CWH, 2014 WL 1305015, at *4 (D. Nev. Mar. 31, 2014) (same), and *First 100, LLC v. Burns*, No. A677693 (8th Jud. Dist. Ct. May 31, 2013) (order denying motion to dismiss) (same), with *Bayview Loan Servicing, LLC v. Alessi & Koenig, LLC*, 962 F. Supp. 2d 1222, 1225 (D. Nev. 2013) (“The super-priority amount is senior to an earlier-recorded first mortgage in the sense that it must be satisfied before a first mortgage upon its own foreclosure, but it is *in parity with* an earlier-recorded first mortgage with respect to extinguishment, i.e., the foreclosure of neither extinguishes the other.”) (emphasis in original); *Weeping Hollow Ave. Trust v. Spencer*, No. 2:13-CV-00544-JCM-VCF, 2013 WL 2296313, at *6 (D. Nev. May 24, 2013) (same), and *Diakonos Holdings, LLC v. Countrywide Home Loans, Inc.*, No. 2:12-CV-00949-KJD-RJJ, 2013 WL 531092, at *3 (D. Nev. Feb. 11, 2013) (similar).

Textually, NRS 116.3116 supports the *Limbwood*, *Cape Jasmine*, and *First 100* view that it establishes a true priority lien. NRS 116.3116(2) does not speak in terms of *payment* priorities. It states that the HOA “lien . . . is *prior to*” other liens and encumbrances “except . . . [a] first security interest,” then adds that, “The lien is *also prior to* [first]

security interests” to the extent of nine months of unpaid HOA dues and maintenance and nuisance-abatement charges. *Ibid.* (emphases added). “Prior” refers to the lien, not payment or proceeds, and is used the same way in both sentences, a point the phrase “*also* prior to” drives home. And “priority lien” and “prior lien” mean the same thing, according to *Black’s Law Dictionary* 1008 (9th ed. 2009): “A lien that is superior to one or more other liens on the same property, usu. because it was perfected first.”

The official comments to UCIOA § 3-116 confirm its text. Payment priority proponents insist that the statute cannot mean what it says because the result—a split lien, a piece of which has priority over a first deed of trust—is unprecedented. *Cf. Bayview Loan Servicing*, 962 F. Supp. 2d at 1226 (observing that, “the real estate community in Nevada clearly understands the statutes to work the way the Court finds,” that is to say, as establishing only a payment priority). But the official comments to UCIOA § 3-116 forthrightly acknowledge that the split-lien approach represents a “significant departure from existing practice.” 1982 UCIOA § 3-116 cmt. 1; 1994 & 2008 UCIOA § 3-116 cmt. 2. It is a specially devised mechanism designed to “strike[] an equitable balance between the need to enforce collection of unpaid assessments and the obvious necessity for protecting the priority of the security interests of lenders.” *Id.* The comments continue: “As a practical matter, secured lenders will most likely pay the 6 [in Nevada, nine, *see supra* note 1] months’ assessments demanded by the association *rather than having the association foreclose on the unit.*” *Id.* (emphasis added). If the superpriority piece of the HOA lien just established a payment priority, the reference to a first security

holder paying off the superpriority piece of the lien to stave off foreclosure would make no sense.³

“An official comment written by the drafters of a statute and available to a legislature before the statute is enacted has considerable weight as an aid to statutory construction.” *Acierno v. Worthy Bros. Pipeline Corp.*, 656 A.2d 1085, 1090 (Del. 1995). The comments to the 1982 UCIOA were available to the 1991 Legislature when it enacted NRS Chapter 116. Even though the comments emphasize that the split-lien approach is “[a] significant departure from existing practice,” 1982 UCIOA § 3-116 cmt. 1, the Legislature enacted NRS 116.3116(2) with UCIOA § 3-116’s superpriority provision intact. From this it follows that, however unconventional, the superpriority piece of the HOA lien carries true priority over a first deed of trust.

The Uniform Law Commission (ULC) has established a Joint Editorial Board for Uniform Real Property Acts (JEB), made up of members from the ULC; the ABA Section of Real Property, Probate and Trust Law; and the American College of Real Estate Lawyers, which “is responsible for monitoring all uniform real property acts,” of which the UCIOA is one, [http://www.uniformlawcommission.com/Committee.aspx?title=Joint Editorial Board for Uniform Real Property Acts](http://www.uniformlawcommission.com/Committee.aspx?title=Joint%20Editorial%20Board%20for%20Uniform%20Real%20Property%20Acts). The JEB’s 2013 report entitled, *The Six-Month “Limited Priority Lien” for Association Fees Under the Uniform Common Interest Ownership Act*,

³The lion’s share of most HOA liens will be the unpaid dues, which have superpriority status. This does not make NRS 116.3116(2)(b) superfluous as U.S. Bank suggests, citing *Bayview Loan Servicing*, 962 F. Supp. 2d at 1227. It simply reflects the policy choices underlying the statute as structured.

also supports that § 3-116(b) establishes a true priority lien.⁴ Addressing the recent foreclosure crisis and the incentives the crisis created for first security holders to strategically delay foreclosure, this report canvasses the case law construing the UCIOA's superpriority lien. It endorses the decision in *Summerhill Village Homeowners Ass'n v. Roughley*, 289 P.3d 645, 647-48 (Wash. Ct. App. 2012), which, addressing a statute using the same superpriority language as NRS 116.3116(2), holds that an HOA's judicial foreclosure of the superpriority piece of its lien extinguished the first deed of trust. JEB, *The Six-Month "Limited Priority Lien,"* at 8-9. The report then criticizes by name two of the three Nevada federal district court cases cited above as being on the payment-priority side of the NRS 116.3116(2) split—*Weeping Hollow* and *Diakonos*—saying they “misread and misinterpret the Uniform Laws limited priority lien provision,

⁴The dissent dismisses the work of the ULC JEB as “post-hoc commentary” that is “not persuasive” with respect to the judicial v. nonjudicial foreclosure issue addressed in Section II.C, *infra*. These observations mistake our reliance on the 2013 ULC JEB report for guidance as a legislative-intent analysis, which it is not—the “intent” of the 1991 Legislature that adopted the 1982 UCIOA could hardly be affected by comments 20+ years in the future. Courts often rely on post-enactment ULC Editorial Board commentary as persuasive, though not mandatory, precedent; doing so here is consistent with the mandate that we interpret the UCIOA, like other Uniform Acts, “to make uniform the law with respect to the subject of [the act] among states enacting it.” NRS 116.1109(2); *e.g.*, *Chase Plaza Condo. Ass'n v. JPMorgan Chase Bank, N.A.*, ___ A.3d ___, ___, 2014 WL 4250949, at *10 n.5 (D.C. Aug 28, 2014) (relying on the ULC JEB report cited in the text as persuasive authority); *Export-Import Bank of United States v. Asia Pulp & Paper Co.*, 609 F.3d 111, 119-20 & 119 n.8 (2d Cir. 2010) (consulting post-enactment commentary by the ULC's Permanent Editorial Board for the Uniform Commercial Code (UCC) in interpreting a particular UCC provision).

which . . . constitutes a true lien priority, [such that] the association's proper enforcement of its lien . . . extinguish[es] the otherwise senior mortgage lien." *Id.* at 10 n.9.

The comments liken the HOA lien to "other inchoate liens such as real estate taxes and mechanics liens." 1994 & 2008 UCIOA § 3-116 cmt. 1. An HOA's "sources of revenues are usually limited to common assessments." JEB, *The Six-Month "Limited Priority Lien,"* at 4. This makes an HOA's ability to foreclose on the unpaid dues portion of its lien essential for common-interest communities. *Id.* at 1-2. Otherwise, when a homeowner walks away from the property and the first deed of trust holder delays foreclosure, the HOA has to "either increase the assessment burden on the remaining unit/parcel owners or reduce the services the association provides (e.g., by deferring maintenance on common amenities)." *Id.* at 5-6. To avoid having the community subsidize first security holders who delay foreclosure, whether strategically or for some other reason, UCIOA § 3-116 creates a true superpriority lien:

A foreclosure sale of the association's lien (whether judicial or nonjudicial) is governed by the principles generally applicable to lien foreclosure sales, i.e., a foreclosure sale of a lien entitled to priority extinguishes that lien and any subordinate liens, transferring those liens to the sale proceeds. Nothing in the Uniform Laws establishes (or was intended to establish) a contrary result.

Id. at 9 (footnotes omitted); *accord* Memorandum from the JEB to the Comm'rs for the Unif. Law Comm'n 3 (June 11, 2014) (noting that, "[a]s originally drafted, § 3-116(c) was intended to create a true lien priority, and thus the association's foreclosure properly should be viewed as extinguishing the lien of the otherwise first mortgagee (to the same extent

that foreclosure of a real estate tax lien would extinguish that same mortgage),” citing *7912 Limbwood Court Trust*, 979 F. Supp. 2d at 1149).

U.S. Bank’s final objection is that it makes little sense and is unfair to allow a relatively nominal lien—nine months of HOA dues—to extinguish a first deed of trust securing hundreds of thousands of dollars of debt. But as a junior lienholder, U.S. Bank could have paid off the SHHOA lien to avert loss of its security; it also could have established an escrow for SHHOA assessments to avoid having to use its own funds to pay delinquent dues. 1982 UCIOA § 3-116 cmt. 1; 1994 & 2008 UCIOA § 3-116 cmt. 2. The inequity U.S. Bank decries is thus of its own making and not a reason to give NRS 116.3116(2) a singular reading at odds with its text and the interpretation given it by the authors and editors of the UCIOA. *See* NRS 116.1109 (obligating this court to interpret its version of the UCIOA so as to “make uniform the law . . . among states enacting it”).

C.

Since NRS 116.3116(2) establishes a true superpriority lien, the next question we must decide is whether the lien may be foreclosed nonjudicially or requires judicial foreclosure. NRS Chapter 116 answers this question directly: An HOA may foreclose its lien by nonjudicial foreclosure sale. Thus, NRS 116.3116(1) defines what an HOA lien covers, while NRS 116.3116(2) states that “in a planned community”—a “planned community” is any type of “common-interest community that is not a condominium or a cooperative,” NRS 116.075—“the association may foreclose its lien by sale.” To “foreclose [a] lien by sale” under NRS 116.3116(2) encompasses an HOA’s conducting a nonjudicial foreclosure sale. This is evident from the remainder of NRS 116.3116, which speaks to the statutory notices of delinquency, default and election to sell required of a nonjudicial foreclosure sale, and the sections that follow,

AA 001462

NRS 116.31163 through NRS 116.31168, all of which concern the mechanics and requirements of nonjudicial foreclosure sales of HOA liens. The only limits Chapter 116 places on HOA lien foreclosure sales appear in NRS 116.31162(5) and (6), which restrict foreclosure of HOA liens for certain fines and penalties and liens on homes in Nevada's foreclosure mediation program (FMP). *See also State v. Javier C.*, 128 Nev. ___, ___, 289 P.3d 1194, 1197 (2012) ("Nevada follows the maxim 'expressio unius est exclusio alterius,' the expression of one thing is the exclusion of another."). Given this statutory text, we cannot agree with our dissenting colleagues that NRS Chapter 116 requires judicial foreclosure of the superpriority piece of an HOA lien but authorizes nonjudicial foreclosure of everything else.

Together, NRS 116.3116(1) and NRS 116.31162 provide for the nonjudicial foreclosure of the whole of an HOA's lien, not just the subpriority piece of it. U.S. Bank and our dissenting colleagues do not come to terms with NRS 116.31162. Instead, they focus on a single phrase in NRS 116.3116(2) which defines the superpriority piece of the lien as comprising "assessments for common expenses . . . which would have become due in the absence of acceleration during the 9 months immediately preceding *institution of an action to enforce the lien.*" (Emphasis added.) Not acknowledging that NRS 116.3116(2) only discusses lien priority, not foreclosure methods, they maintain that the phrase "institution of an action to enforce the lien" suggests a civil action, a lawsuit brought in a court of law. But the phrase is not so narrow that it excludes nonjudicial foreclosure proceedings. *Black's Law Dictionary* 869 (9th ed. 2009) defines "institution" as "[t]he commencement of something, *such as* a civil or criminal action." (Emphasis added.) As *Black's*

recognizes, “foreclosure” proceedings are “instituted” and include both “judicial foreclosure” and “nonjudicial foreclosure” methods. *Id.* at 719 (defining “foreclosure,” “judicial foreclosure,” and “nonjudicial” or “power-of-sale foreclosure”). And in the context of foreclosures, “action” appears to be commonly used in connection with nonjudicial as well as judicial foreclosures. *See In re Bonner Mall P’ship*, 2 F.3d 899, 902 (9th Cir. 1993) (referring to a bank “commenc[ing] a nonjudicial foreclosure action”); *Santiago v. BAC Home Loans Servicing, L.P.*, ___ F. Supp. 2d ___, ___, 2014 WL 2075994, at *3 (W.D. Tex. 2014) (holding an assignee to be “an appropriate party to initiate a nonjudicial foreclosure action against the Property”); *In re Beach*, 447 B.R. 313, 316 (D. Idaho 2011) (“[T]he Bank initiated a nonjudicial foreclosure action”); *Bowmer v. Dettelbach*, 672 N.E.2d 1081, 1086 (Ohio Ct. App. 1996) (discussing a “nonjudicial foreclosure action . . . instituted” in California); *Klem v. Wash. Mut. Bank*, 295 P.3d 1179, 1189 (Wash. 2013) (addressing the powers of the trustee in “a nonjudicial foreclosure action”).

The argument that NRS 116.3116(2)’s use of the word “action” means “that an HOA must foreclose judicially to invoke the superpriority” lien provision was considered and rejected in *Nationstar Mortgage, LLC v. Rob and Robbie, LLC*, No. 2:13-cv-01241-RCJ-PAL, 2014 WL 3661398, at *4 (D. Nev. July 23, 2014). The court gave “two independent reasons” for its holding. “First, ‘action’ does not include only civil actions. The Legislature could easily have said ‘civil action’ or ‘judicial action,’ but it used the broader term ‘action.’” *Id.* In the lien foreclosure context, “where the statutes . . . provide for either judicial or non judicial foreclosure,

'action' is most reasonably read to include either." *Id.*⁵ Second, NRS 116.3116(2) does not "use the word 'action' in a way that makes the super-priority status depend[en]t upon whether an 'action' has been instituted. Rather, the word 'action' is used (in the subjunctive mode, not the indicative mode) as a way to measure the portion of an HOA lien that has super-priority status." *Id.*

UCIOA § 3-116(b) uses the phrase "institution of an action to enforce the lien" in describing the superpriority lien, exactly as NRS 116.3116(2) does. Section 3-116(j) of the 1982 and 1994 UCIOA (and with minor alteration, section 3-116(k) of the 2008 UCIOA) prompt the adopting state to choose and insert its authorized foreclosure method, be it judicial or nonjudicial:

(j) The association's lien may be foreclosed as provided in this subsection:

(1) In a condominium or planned community, the association's lien must be foreclosed in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]];

(2) In a cooperative whose unit owners' interests in the units are real estate (Section 1-105), the association's lien must be

⁵We recognize that NRS 116.3116 uses "action" to signify civil action in NRS 116.3116(8) (a "judgment or decree in any action brought under this section must include costs and reasonable attorney's fees") and NRS 116.3116(11) (authorizing appointment of a receiver "[i]n an action by an association to collect assessments or to foreclose a lien"). But we accept that "action" includes civil court actions. The point is that "institution of an action to enforce the lien" is not restricted to judicial actions but, rather, includes nonjudicial foreclosure actions as well.

foreclosed in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]] [or by power of sale under subsection (k)]; or

(3) In a cooperative whose unit owners' interests in the units are personal property (Section 1-105), the association's lien must be foreclosed in like manner as a security interest under [insert reference to Article 9, Uniform Commercial Code.]

[(4) In the case of foreclosure under [insert reference to state power of sale statute], the association shall give reasonable notice of its action to all lien holders of the unit whose interest would be affected.]

1982 UCIOA § 3-116(j). If the UCIOA meant "institution of an action to enforce the lien" in § 3-116(b) to signify that all superpriority HOA lien foreclosures must proceed judicially, § 3-116(j)'s repeated references to the foreclosure of "the association's lien" by judicial or nonjudicial foreclosure, depending on the enacting state's local laws, is inexplicable. And, indeed, the Joint Editorial Board for Uniform Real Property Acts has confirmed that, in the context of an HOA's superpriority lien specifically, "[a] foreclosure sale of the association's lien (*whether judicial or nonjudicial*) is governed by the principles generally applicable to lien foreclosure sales, i.e., a foreclosure sale of a lien entitled to priority extinguishes that lien and any subordinate liens." JEB, *The Six-Month "Limited Priority Lien,"* at 9 (emphasis added) (footnote omitted).

Nevada did not enact subsection (j) of § 3-116. Instead, it enacted a series of separate, consecutively numbered statutes, NRS 116.31162 through NRS 116.31168, each addressing a specific aspect of the nonjudicial foreclosure process NRS 116.31162 authorizes for HOA liens. These statutes use "enforce" throughout with reference to an HOA's

AA 001466

nonjudicial foreclosure of its lien. *See* NRS 116.31162(1)(b)(2) (the notice of delinquent assessment must identify “the person authorized by the association to enforce the lien by sale”); NRS 116.31162(1)(c); NRS 116.31164(2) (discussing costs, fees, and expenses incident to an HOA’s nonjudicial “enforcement of its lien”). Nothing in these statutes suggests that, by adopting them in lieu of the more abbreviated § 3-116(j), Nevada was *sub silentio* rejecting the UCIOA’s use of “institution of an action to enforce the lien” as applying to either judicial or nonjudicial foreclosures—much less distinguishing, though without saying so, between the subpriority piece of an HOA’s lien, to which the nonjudicial foreclosure procedures detailed in NRS 116.31162 through NRS 116.31168 would apply, and the superpriority piece of an HOA’s lien, which would require a judicial foreclosure proceeding not actually mentioned in Chapter 116. If anything, Nevada’s elaborate nonjudicial foreclosure provisions signal the Legislature’s embrace of nonjudicial foreclosure of HOA liens, not the opposite.

Recall that, unlike § 3-116(b), which currently limits the superpriority piece of an HOA’s lien to six months of unpaid dues, Nevada’s superpriority lien covers nine months of dues as well as maintenance and nuisance-abatement charges “incurred . . . pursuant to NRS 116.310312.” NRS 116.3116(2); *see supra* note 1. Addressing maintenance and nuisance-abatement charges, NRS 116.310312(4) expressly cross-references Chapter 116’s nonjudicial foreclosure provisions, stating that “[t]he lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive.” The maintenance and nuisance-abatement statute borrows the phrase “institution of an action to enforce the lien” from NRS 116.3116 in explaining that even if federal law requires a

shorter period of priority, “the period of priority of the lien must not be less than the 6 months immediately preceding the institution of an action to enforce the lien.” NRS 116.310312(6). This phrasing is underinclusive and beyond confusing unless read to encompass judicial and nonjudicial foreclosures alike, both in NRS 116.310312(6) and in its statute of origin, NRS 116.3116(2).

The Nevada Real Estate Division of the Department of Business and Industry (NRED) is charged with administering Chapter 116. NRS 116.615; *see State, Dep’t of Bus. & Indus. v. Nev. Ass’n Servs., Inc.*, 128 Nev. ___, ___, 294 P.3d 1223, 1227-28 (2012). NRS 116.623(1)(a) tasks NRED with issuing “advisory opinions as to the applicability or interpretation of . . . [a]ny provision of this chapter.” On December 12, 2012, NRED issued Advisory Opinion No. 13-01. The opinion addresses, among other questions, whether NRS 116.3116(2) requires a civil action by an HOA to foreclose the superpriority piece of its lien. NRED opines that it does not: “The association is not required to institute a civil action in court to trigger the 9 month look back provided in NRS 116.3116(2).” 13-01 Op. Dep’t of Bus. & Indus., Real Estate Div. 18 (2012). Elaborating, the NRED opinion states, “NRS 116 does not require an association to take any particular action to enforce its lien, but [only] that it institutes ‘an action,’” which includes the HOA taking action under NRS 116.3116(2) to initiate the nonjudicial foreclosure process. *Id.* at 17-18. NRED’s interpretation is persuasive, as it comports with both the statutory text and the JEB’s interpretation of the UCIOA. *See Int’l Game Tech., Inc. v. Second Judicial Dist. Court*, 122 Nev. 132, 157, 127 P.3d 1088, 1106 (2006).

U.S. Bank and the dissent argue that judicial foreclosure should be required as a matter of policy because of the safeguards it offers—notice and an opportunity to be heard, court supervision of the sale, judicial review of the amount of the lien comprising the superpriority piece, and a one-year redemption period. *See* NRS 40.430-.463; NRS 21.190-.210. But this argument assumes that requiring the superpriority piece of an HOA lien to be judicially foreclosed will actually afford such protections without need of further amendment to Chapter 116, and this is far from clear. To allow nonjudicial foreclosure of the subpriority piece, which is where the dissent would draw the judicial v. nonjudicial foreclosure line, produces the same difficulties for the homeowners and junior lienholders that are cited as policy reasons for requiring judicial foreclosure of the superpriority piece of the lien; the only difference is the benefit that would inure to first security holders under the dissent's interpretation of Chapter 116. Surely, if the Legislature intended such an unusual distinction, it would have said so explicitly, but it did not.

We recognize that “there has been considerable publicity across the country regarding alleged abuse in the foreclosure process when unit owners fail to pay sums due” their HOA, prompting amendments to the UCIOA that “propose[] new and considerable restrictions on the foreclosure process as it applies to common interest communities.” *Prefatory Note to the 2008 Amendments to the UCIOA*, 7 U.L.A., part IB, at 225 (2009). But the choice of foreclosure method for HOA liens is the Legislature's, and the Nevada Legislature has written NRS Chapter 116 to allow nonjudicial foreclosure of HOA liens, subject to the special notice requirements and protections handcrafted by the Legislature in NRS 116.31162 through NRS 116.31168. Countervailing policy arguments

exist in favor of allowing nonjudicial foreclosure, including that judicial foreclosure takes longer to accomplish, thereby delaying the common-interest community's receipt of needed HOA funds. The consequences of such delays can be "devastating to the community and the remaining residents," who must either make up the dues deficiencies, arguably unjustly enriching the delaying lender, or abandon amenities and maintenance, thereby impairing the value of their homes. JEB, *The Six-Month "Limited Priority Lien,"* at 4-5. If revisions to the foreclosure methods provided for in NRS Chapter 116 are appropriate, they are for the Legislature to craft, not this court.

D.

U.S. Bank makes two additional arguments that merit brief discussion. First, the lender contends that the nonjudicial foreclosure in this case violated its due process rights. Second, it invokes the mortgage savings clause in the Southern Highlands CC&Rs, arguing that this clause subordinates SHHOA's lien to the first deed of trust. Neither argument holds up to analysis.

1.

SFR is appealing the dismissal of its complaint for failure to state a claim upon which relief can be granted. NRCP 12(b)(5). The complaint alleges that "the HOA foreclosure sale complied with all requirements of law, including but not limited to, recording and mailing of copies of Notice of Delinquent Assessment and Notice of Default, and the recording, posting and publication of the Notice of Sale." It further alleges that, "prior to the HOA foreclosure sale, no individual or entity paid the super-priority portion of the HOA Lien representing 9 months of assessments for common expenses." In view of the fact that the "requirements of law" include compliance with NRS 116.31162 through

AA 001470

NRS 116.31168 and, by incorporation, NRS 107.090, *see* NRS 116.31168(1), we conclude that U.S. Bank's due process challenge to the lack of adequate notice fails, at least at this early stage in the proceeding.⁶

The contours of U.S. Bank's due process argument are protean. To the extent U.S. Bank argues that a statutory scheme that gives an HOA a superpriority lien that can be foreclosed nonjudicially, thereby extinguishing an earlier filed deed of trust, offends due process, the argument is a nonstarter. As discussed in *7912 Limbwood Court Trust*, 979 F. Supp. 2d at 1152:

Chapter 116 was enacted in 1991, and thus [the lender] was on notice that by operation of the statute, the [earlier recorded] CC&Rs might entitle the HOA to a super priority lien at some future date which would take priority over a [later recorded] first deed of trust Consequently, the conclusion that foreclosure on an HOA super priority lien extinguishes all junior liens, including a first deed of trust recorded prior to a notice of delinquent assessments, does not violate [the lender's] due process rights.

Accord Nationstar Mtg., 2014 WL 3661398, at *3 (rejecting a due process challenge to nonjudicial foreclosure of a superpriority lien).

U.S. Bank further complains about the content of the notice it received. It argues that due process requires specific notice indicating the

⁶On a motion to dismiss, a court must take all factual allegations in the complaint as true and not delve into matters asserted defensively that are not apparent from the face of the complaint. *See Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008). Consistent with this standard, we note but do not resolve U.S. Bank's suggestion that we could affirm by deeming SFR's purchase "void as commercially unreasonable."

amount of the superpriority piece of the lien and explaining how the beneficiary of the first deed of trust can prevent the superpriority foreclosure sale. But it appears from the record that specific lien amounts were stated in the notices, ranging from \$1,149.24 when the notice of delinquency was recorded to \$4,542.06 when the notice of sale was sent. The notices went to the homeowner and other junior lienholders, not just U.S. Bank, so it was appropriate to state the total amount of the lien. As U.S. Bank argues elsewhere, dues will typically comprise most, perhaps even all, of the HOA lien. *See supra* note 3. And from what little the record contains, nothing appears to have stopped U.S. Bank from determining the precise superpriority amount in advance of the sale or paying the entire amount and requesting a refund of the balance. *Cf. In re Medaglia*, 52 F.3d 451, 455 (2d Cir. 1995) (“[I]t is well established that due process is not offended by requiring a person with actual, timely knowledge of an event that may affect a right to exercise due diligence and take necessary steps to preserve that right.”). On this record, at the pleadings stage, we credit the allegations of the complaint that SFR provided all statutorily required notices as true and sufficient to withstand a motion to dismiss. *See 7912 Limbwood Court Trust*, 979 F. Supp. 2d at 1152-53.

2.

U.S. Bank last argues that, even if NRS 116.3116(2) allows nonjudicial foreclosure of a superpriority lien, the mortgage savings clause in the Southern Highlands CC&Rs subordinated SSHOA's superpriority lien to the first deed of trust. The mortgage savings clause states that “no lien created under this Article 9 [governing nonpayment of assessments], nor the enforcement of any provision of this Declaration shall defeat or render invalid the rights of the beneficiary under any Recorded first deed

AA 001472

of trust encumbering a Unit, made in good faith and for value.” It also states that “[t]he lien of the assessments, including interest and costs, shall be subordinate to the lien of any first Mortgage upon the Unit.”

NRS 116.1104 defeats this argument. It states that Chapter 116’s “provisions may not be varied by agreement, and rights conferred by it may not be waived . . . [e]xcept as *expressly* provided in” Chapter 116. (Emphasis added.) “Nothing in [NRS] 116.3116 expressly provides for a waiver of the HOA’s right to a priority position for the HOA’s super priority lien.” *See 7912 Limbwood Court Trust*, 979 F. Supp. 2d at 1153. The mortgage savings clause thus does not affect NRS 116.3116(2)’s application in this case.⁷ *See Boulder Oaks Cmty. Ass’n v. B & J Andrews Enters., LLC*, 125 Nev. 397, 407, 215 P.3d 27, 34 (2009) (holding that a CC&Rs clause that created a statutorily prohibited voting class was void and unenforceable).

III.

NRS 116.3116(2) gives an HOA a true superpriority lien, proper foreclosure of which will extinguish a first deed of trust. Because Chapter 116 permits nonjudicial foreclosure of HOA liens, and because

⁷*Coral Lakes Community Ass’n v. Busey Bank, N.A.*, 30 So. 3d 579 (Fla. Dist. Ct. App. 2010), on which U.S. Bank relies, does not suggest a different result. The CC&Rs that contained the subordination clause in *Coral Lakes* were in place before the statute that limited the ability to subrogate association liens took effect. *Id.* at 581-84 & 582 n.3. The court refused to enforce the statute because disturbing the prior, contractual relationship “would implicate constitutional concerns about impairment of vested contractual rights.” *Id.* at 584. Here, however, the Southern Highlands CC&Rs were recorded after the Legislature adopted and enacted Chapter 116, so no similar concerns about impairment of any party’s vested contractual rights arise.

SFR's complaint alleges that proper notices were sent and received, we reverse the district court's order of dismissal. In view of this holding, we vacate the order denying preliminary injunctive relief and remand for further proceedings consistent with this opinion.

 Pickering , J.
Pickering

We concur:

 Hardesty , J.
Hardesty

 Douglas , J.
Douglas

 Saitta , J.
Saitta

GIBBONS, C.J., with whom PARRAGUIRRE and CHERRY, JJ., agree, concurring in part and dissenting in part:

While I concur with the majority that NRS 116.3116(2) establishes a true superpriority for an HOA's lien, the enforcement of the superpriority portion of the lien requires institution of an action. I would conclude that this statutory language mandates that a civil judicial foreclosure complaint be filed in order to extinguish a first deed of trust.

The Legislature's use of the term "action" indicates that a superpriority lienholder must file a judicial foreclosure complaint

The phrase "institution of an action" may not inherently mean the filing of a judicial action. *See Black's Law Dictionary* 800 (6th ed. 1990) (defining "institution" as "[t]he commencement or inauguration of anything, as the commencement of an action"); *id.* at 28 (defining "action" as "[c]onduct; behavior; something done; the condition of acting; an act or series of acts"). But when used in "its usual legal sense," "action" means "a lawsuit brought in a court." *Id.*; *see also BP Am. Prod. Co. v. Burton*, 549 U.S. 84, 91 (2006) ("The key terms in this provision—'action' and 'complaint'—are ordinarily used in connection with judicial, not administrative, proceedings.").

In my view, NRS 116.3116 is using "action" in its usual legal sense. Other subsections in NRS 116.3116 reference concepts specific to judicial proceedings in relation to the word "action." NRS 116.3116(8) states that a "judgment or decree in any action brought under this section must include costs and reasonable attorney's fees for the prevailing party." NRS 116.3116(11) states:

In an action by an association to collect assessments or to foreclose a lien created under this section, the court may appoint a receiver to collect all rents or other income from the unit

alleged to be due and owing to a unit's owner before commencement or during pendency of the action The court may order the receiver to pay any sums held by the receiver to the association during pendency of the action to the extent of the association's common expense assessments

The way NRS 116.3116 uses action to indicate a court action demonstrates that "institution of an action" means the filing of a judicial proceeding. *See Savage v. Pierson*, 123 Nev. 86, 94 & n.32, 157 P.3d 697, 702 & n.32 (2007) ("[I]f a word is used in different parts of a statute, it will be given the same meaning unless it appears from the whole statute that the Legislature intended to use the word differently.").

To be sure, Chapter 116 does not consistently use "action" to mean a judicial action. *See, e.g.*, NRS 116.2119 (the association's declaration may require that the lenders who hold security interests in the units "approve specified actions of the units' owners or the association as a condition to the effectiveness of those actions" but it may not require approval for certain specified nonjudicial "actions"); NRS 116.785(1) (giving the Commission for Common-Interest Communities and Condominium Hotels, if it finds a violation of NRS Chapter 116, the authority to "take any or all of the following actions," and providing various nonjudicial actions). But when Chapter 116 uses a phrase akin to "institution of an action," it signals the filing of an action in court. *See, e.g.*, NRS 116.2124 (any person holding an interest in a common interest community "may commence an action in the district court" to terminate the community in the event of a catastrophe (emphasis added)); NRS 116.31088 (discussing rules for when the association is considering "*the commencement of a civil action*" (emphasis added)); NRS 116.320(3) ("In any action commenced to enforce the provisions of this section, the

AA 001476

prevailing party is entitled to recover reasonable attorney's fees and costs." (emphasis added)); NRS 116.795(1) (the regulatory agency "may *bring an action* in . . . any court of competent jurisdiction" to enjoin further continuing violations of Chapter 116 (emphasis added)). The specific phraseology used in NRS 116.3116(2), "institution of an action," demonstrates that a judicial action, rather than just any enforcement action, was what the Legislature contemplated as the method for extinguishing a first deed of trust. *See also Benson v. Zoning Bd. of Appeals of Town of Westport*, 873 A.2d 1017, 1021-24 (Conn. App. Ct. 2005) (concluding that although the phrase "institution of an action" as used in the statute at issue was ambiguous, the phrase had "never been held to mean anything other than the filing of a civil action in court" and that the legislature had not made it clear that other proceedings would suffice).

I recognize that Chapter 116 gives the association the option to enforce its lien through nonjudicial foreclosure by following the procedures provided in NRS 116.31162 to 116.31168. The association may even nonjudicially foreclose on its lien for maintenance and abatement charges, charges that may be included in the superpriority portion of the association's lien. *See* NRS 116.310312(4). But, as explained, the lien's superpriority is tied to the "institution of an action to enforce the lien." NRS 116.3116(2); NRS 116.310312(6). Thus, I would conclude that while the association has the option to nonjudicially foreclose on its lien, it must foreclose through judicial action in order to trigger the extinguishing effect of the superpriority portion of its lien.

The NRED advisory opinion should not be given deference because it conflicts with NRS 116.3116(2)'s statutory language

This conclusion is in disagreement with the agency charged with regulating and administering Chapter 116, the Nevada Department of Business and Industry's Real Estate Division (NRED). *See* NRS 116.615; NRS 116.623; *State, Dep't of Bus. & Indus. v. Nev. Ass'n Servs., Inc.*, 128 Nev. ___, ___, 294 P.3d 1223, 1227 (2012). NRED has interpreted "action to enforce the lien" as being met by an association taking action to nonjudicially foreclose on its lien pursuant to NRS 116.3116(2); thus, according to NRED, an association need not file a civil judicial action to trigger the superpriority portion of the association's lien under NRS 116.3116(2). *See* 13-01 Op. Dep't of Bus. & Indus., Real Estate Div. 17-18 (2012).

However, only agency interpretations that are within the statutory language are afforded deference, *Taylor v. State, Dep't of Health & Human Servs.*, 129 Nev. ___, ___, 314 P.3d 949, 951 (2013), and NRED's interpretation is not within NRS 116.3116's language. Although NRS Chapter 116's statutory scheme allows an association to nonjudicially foreclose on its lien, it must judicially foreclose to trigger the superpriority effect of its lien. *See* NRS 116.3116(2).

The Nevada Legislature intentionally departed from the model code to require institution of a judicial action in NRS 116.3116

I also recognize that NRS 116.3116(2)'s proclamation that the association must file a judicial action to trigger the superpriority effect of its lien is at odds with the uniform act upon which the statute was based. The Joint Editorial Board for Uniform Real Property Acts, which counsels the Uniform Law Commission on uniform real estate laws, has stated that an association may foreclose on superpriority portions of its lien and

extinguish the first security “in the manner in which a mortgage is foreclosed”; so, “an association may foreclose its lien by nonjudicial proceedings if the state permits nonjudicial foreclosure.” Joint Editorial Board for Uniform Real Property Acts, *The Six-Month “Limited Priority Lien” for Association Fees Under the Uniform Common Interest Ownership Act*, at 9 n.8 (2013).

This interpretation is consistent with the UCIOA section upon which NRS 116.3116 is based. The uniform act allows for an adopting state to insert its authorized foreclosure method, whether it be judicial foreclosure or by power of sale. But once the adopting state chooses a method, it becomes mandatory:

- (1) In a condominium or planned community, the association’s lien *must be foreclosed* in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]];
- (2) In a cooperative whose unit owners’ interests in the units are real estate (Section 1-105), the association’s lien *must be foreclosed* in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]] [or by power of sale under subsection (k)]; or
- (3) In a cooperative whose unit owners’ interests in the units are personal property (Section 1-105), the association’s lien *must be foreclosed* in like manner as a security interest under [insert reference to Article 9, Uniform Commercial Code].

1982 UCIOA § 3-116(j) (emphases added).

NRS 116.3116 departed from the uniform act in that it permits, but does not mandate, nonjudicial foreclosure. *See* NRS 116.3116(7) (“This section does not prohibit actions to recover sums for which subsection 1 creates a lien or prohibit an association from taking a deed in lieu of foreclosure.”). And, NRS 116.3116(2), as well as NRS

AA 001479

116.310312(6), tie the “institution of an action” to the triggering of the lien’s superpriority effect. NRS 116.3116’s variance from the uniform act renders the Joint Editorial Board’s report interpreting the uniform act’s intentions not informative on the proper reading of “institution of an action” as used in NRS 116.3116(2). *See Sallee v. Stewart*, 827 N.W.2d 128, 142 (Iowa 2013) (citing 2B Norman J. Singer & J.D. Shambie Singer, *Statutes & Statutory Construction* § 52:5, at 370 (rev. 7th ed. 2012), for “noting that ordinarily ‘when a legislature models a statute after a uniform act, but does not adopt particular language, courts conclude the omission was “deliberate” or “intentional,” and that the legislature rejected a particular policy of the uniform act”).

Furthermore, the report post-dates the Legislature’s adoption of the UCIOA. And while preenactment official commentary to uniform acts, including the UCIOA, generally may inform this court’s understanding of the Legislature’s codification of that uniform act, *see Boulder Oaks Cmty. Ass’n v. B & J Andrews Enters., LLC*, 125 Nev. 397, 405-06, 215 P.3d 27, 32-33 (2009) (considering the UCIOA’s official comments when interpreting Nevada’s codification of the uniform act), this post-hoc commentary is not persuasive, especially in the face of statutory language that states otherwise. *Cf. Ybarra v. State*, 97 Nev. 247, 249, 628 P.2d 297, 297-98 (1981) (noting that generally, “a statute adopted from another jurisdiction will be presumed to have been adopted with the construction placed upon it by the courts of that jurisdiction *before* its adoption” (emphasis added)); 2B Norman J. Singer & J.D. Shambie Singer, *Statutes & Statutory Construction* § 52:2 (rev. 7th ed. 2012) (“When the state of origin interprets a statute after the adopting

state statute has been enacted, courts do not presume the adopting state also adopted the subsequent construction.”).

Policy considerations

In my view, the Legislature’s decision to require associations to judicially foreclose their lien to extinguish the first security interest alleviates potential problems that could arise under the majority’s holding that nonjudicial foreclosures are enough. As the majority points out, by incorporating certain notice provisions from Chapter 107, Chapter 116 appears to mandate that the association mail the notice of default and notice of sale to the first security holders who have recorded their security interest when the association is foreclosing on its lien. NRS 116.31168(1); NRS 107.090. But what the majority fails to adequately address is that the association is not required to indicate in its notices that superpriority portion of its lien being foreclosed on, let alone what the amount of the superpriority portion is: the association’s notice of delinquent assessment and notice of default and election to sell need only state “the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116.” NRS 116.31162(1)(a); NRS 116.31162(1)(b); *see also* NRS 116.311635(3)(a) (notice of sale must provide “the amount necessary to satisfy the lien”). Although the first security holder could prevent the extinguishment of its interest by purchasing the property at the association’s foreclosure sale, *see Carrillo v. Valley Bank of Nev.*, 103 Nev. 157, 158, 734 P.2d 724, 725 (1987), *Keever v. Nicholas Beers Co.*, 96 Nev. 509, 515, 611 P.2d 1079, 1083 (1980), in the nonjudicial foreclosure setting, first security interest holders have no means by which to determine whether an association is even foreclosing on superpriority portions of its lien such as to prompt it to purchase the property at the association’s sale. Thus, in my view, the majority fails to give adequate

AA 001481

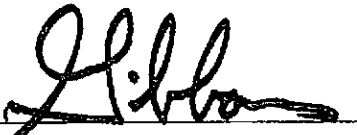
consideration to the due process implications of its holding. *Cf. Kotecki v. Augusztiny*, 87 Nev. 393, 395, 487 P.2d 925, 926 (1971) (“(W)hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it.” (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950))).

Relatedly, after the first deed of trust loses its security in the property pursuant to the association’s foreclosure of its superpriority lien, the former homeowner generally will be liable for the amount still owed on the debt. NRS 40.455. Under the majority’s holding, in the nonjudicial foreclosure setting, the owner will be left with no mechanism by which to obtain the property’s value as an offset against the amount still owed. For example, even if the foreclosure-sale purchaser took the property for an amount significantly lower than its fair market value, the owner would not have an unjust enrichment action against that purchaser; a sale under the nonjudicial foreclosure scheme for an association’s lien “vests in the purchaser the title of the unit’s owner without equity or right of redemption.” NRS 116.31166(3). This also means that the owner, as well as the first security, will have no right to redeem the property under the majority’s holding. NRS 116.31166(3); *see also Bldg. Energetix Corp. v. EHE, LP*, 129 Nev. ___, ___, 294 P.3d 1228, 1233 (2013) (recognizing that there is no right to redeem after a Chapter 107 nonjudicial foreclosure sale because a sale under that chapter “vests in the purchaser the title of the grantor and any successors in interest without equity or right of redemption” (quoting NRS 107.080(5))).

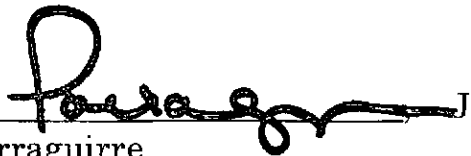
But if the association follows the Legislature's directive and forecloses through court action, *see* NRS 116.3116(2), then the rules governing civil proceedings, *see generally* NRS Title 2, Chapters 10-22, and specifically the rules governing actions affecting real property, as well as the Nevada Rules of Civil Procedure, would govern.¹ A specific protection that comes with judicial foreclosure is the one-year right of redemption that is available to both the property owner and the otherwise-extinguished junior lienholders, which includes the first security interest in this context. NRS 21.190; 21.200; 21.210; *see also Bldg. Energetix Corp.*, 129 Nev. at ___, 294 P.3d at 1233. If the owner or junior lienholders pay what the purchaser at the judicial foreclosure sale paid to acquire the property, plus any other statutorily required amounts, they can redeem the property, NRS 21.200; 21.210; 21.220, allowing the property's value to be applied to the first security interest's outstanding loan amount. The full adjudication of the rights between the pertinent parties and as to the property, including the association, the owner, and the first security interest, as well as any other pertinent party, combined

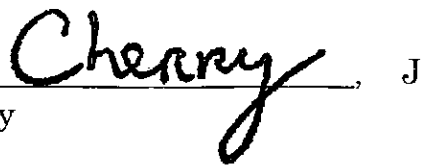
¹NRS 40.430's "one action" rule for recovery of debt or enforcement of rights secured by a mortgage or other lien upon real property would not govern the association's judicial foreclosure action, as liens that arise pursuant to an assessment under Chapter 116 are not considered a "mortgage or other lien." NRS 40.433.

with the statutory protections afforded with a judicial foreclosure, further demonstrate that judicial foreclosure on an association's lien is necessary to trigger its superpriority effect under NRS 116.3116(2).


_____, C.J.
Gibbons

We concur:


_____, J.
Parraguirre


_____, J.
Cherry



Nona Tobin <nonatobin@gmail.com>

RE: 2763 White Sage Dr

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Fri, Sep 19, 2014 at 2:38 PM

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision. This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also down loaded the complete 35 page decision for you to review if you want. In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level. What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.

SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052
702-595-9007 = Cell
702-410-1769 = Office
702-317-3384 = Fax
www.mrsuncity.com

 **140918SFRvsUSBankOpinion130NevAd75.pdf**
385K

AA 001485



Nona Tobin <nonatobin@gmail.com>

Re: 2763 White Sage Dr

1 message

Nona Tobin <nonatobin@gmail.com>

Fri, Sep 19, 2014 at 3:55 PM

To: Craig Leidy <cleidy21@aol.com>

You didn't answer my question about the excess funds collected in the foreclosure sale over the amount Red Rock could keep. Have you ever dealt with getting that money turned over to one of your clients?

On Fri, Sep 19, 2014 at 2:38 PM, Craig Leidy <cleidy21@aol.com> wrote:

Nona,

Yesterday, I received an email from our corporate broker regarding a Nevada Supreme Court decision.

This definitely affects White Sage. Enclosed is a portion of the email sent to all agents in our company. I also downloaded the complete 35 page decision for you to review if you want.

In the opinion of our legal department and corporate broker, the only way banks may have to appeal the decision would be at the U.S. Supreme Court level.

What this means is that Tom Lucas, who bought the property at the HOA foreclosure is now the legal owner of White Sage.

SHOCKING NEWS! AN HOA FORECLOSURE EXTINGUISHES A FIRST DEED OF TRUST – EVEN IN A NON-JUDICIAL FORECLOSURE!

The opening paragraph says it all....

NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an individual homeowner's property for up to nine months of unpaid HOA dues. With limited exceptions, this lien is "prior to all other liens and encumbrances" on the homeowner's property, even a first deed of trust recorded before the dues became delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it can be foreclosed nonjudicially. We answer both questions in the affirmative and therefore reverse.

Craig Leidy

Broker/Salesman CRS SFR

Berkshire Hathaway Home Services

Nevada Properties

3185 Saint Rose Pkwy. Ste.100

Henderson, NV 89052

702-595-9007 = Cell

702-410-1769 = Office

702-317-3384 = Fax

www.mrsuncity.com

AA 001486

Re: Notice of Foreclosure Sale

1 message

Craig Leidy <cleidy21@aol.com>
To: nonatobin@gmail.com

Sat, Feb 15, 2014 at 9:11 AM

Nona,

The banks will be notified of the sale and then they will spring into action to advance the fees owed on the property. The HOA can only receive 9 months of the HOA plus penalties and interest.

It has now been long enough for the paperwork you signed to be registered with the bank. I have called them twice but they told me they hadn't received it as yet.

I should have some information as to what they want to make this all go away.

Craig Leidy
Broker/Salesman CRS SFR
[Prudential Americana Group REALTORS](#)
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 8952
702-595-9007 = Cell
702-940-2121 = Office
702-317-3384= Fax
www.mrsuncity.com

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

From: Nona Tobin <nonatobin@gmail.com>
To: Craig Leidy <cleidy21@aol.com>
Sent: Fri, Feb 14, 2014 6:37 pm
Subject: Notice of Foreclosure Sale

You should be aware of the latest from Red Rock Financial. It seems ridiculous that they are saying they are going to have a public auction for \$5,000 for the house. It seems that the banks in the first two positions would have something to say about that.

Thanks. By the way, I can get text messages in Mexico over the next two weeks if you need to get a hold of me.
Nona

AA 001487

DECL

MICHAEL R. MUSHKIN

Nevada Bar No. 2421

L. JOE COPPEDGE

Nevada Bar No. 4954

MUSHKIN CICA COPPEDGE

4475 S. Pecos Road

Las Vegas, NV 89121

Telephone: 702-386-3999

Facsimile: 702-454-3333

Michael@mushlaw.com

Joe@mushlaw.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

BANK OF AMERICA, N.A.,

Defendant.

NATIONSTAR MORTGAGE, LLC,
Counter-Claimant,

vs.

JIMI JACK IRREVOCABLE TRUST;
Counter-Defendant

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

Cross-Claimant,

vs.

Case No.: A-15-720032-C

Department: XXXI

Consolidated with: A-16-730078-C

**PROUDFIT DECLARATION IN
SUPPORT OF NONA TOBIN'S
MOTION TO RECONSIDER SUN
CITY ANTHEM'S MOTION FOR
SUMMARY JUDGMENT AND
NATIONSTAR' MORTGAGE LLC'S
JOINDER THERETO**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMI JACK IRREVOCABLE TRUST; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive

Cross-Defendant.

DECLARATION OF DOUGLAS PROUDFIT

L. DOUGLAS PROUDFIT, hereby declare under penalty of perjury, under the law of the State of Nevada that the following assertions are true.

- 1. I am an adult duly competent to testify as to the matters contained herein.
- 2. I reside with my wife Linda at 2574 Forest City Drive, Henderson, NV 89052, in Sun City Anthem.
- 3. We have been members in good standing of Sun City Anthem since July, 2000.
- 4. I was a real estate broker licensed to practice in the State of Nevada.
- 5. My wife Linda Proudfit, and I owned Proudfit Realty, that became Windermere Real Estate/Proudfit Realty now that we are retired.
- 6. I was the listing broker/salesperson with an Exclusive Right to Sell (listing agreement) 2763 White Sage Drive, from mid-February 2012 through July, 2013.
- 7. I make this sworn declaration in lieu of providing testimony at the trial I have been told in scheduled in June because we will be out of state until October and unavailable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. All of the 311 files and 9 folders provided to Nona Tobin that we had in our possession related to the client “The Gordon B. Hansen Trust, Dated August 22, 2008, Nona Tobin, Successor Trustee” were certified by Linda Proudfit on June 14, 2016 as “a true, correct and a complete copy of any and all documents”.

9. I have reviewed the pertinent documents from the certified file and have used them, as well as some emails exchanged with Nona Tobin after the listing agreement ended, as the basis for my statements in this sworn declaration.

10. On August 8, 2012, a purchase offer of \$310,000 was received from the Sparkmans.

11. On August 10, 2012, Nona Tobin signed a counter offer accepting the price, subject to lender approval, and making the statement “Buyer understands the term ‘seller’ in the RPA (Residential Purchase Agreement) refers to ‘lender’...” when referring to seller’s costs.

12. On August 13, 2012, an assignment of the Western Thrift Deed of Trust, to Bank of America, recorded on April 12, 2012 was added to our files.

13. On October 29, 2012 Ticor Title notified me that the short sale had been approved and attached a HUD-1 Settlement Statement, dated 10/22/12, that estimated approximately \$3,400 would be paid out of escrow to the HOA for assessments and various fees and charges.

14. On November 4, 2012, Nona Tobin faxed to our office a notice that had been sent to the estate of Gordon Hansen, 2664 Olivia Heights Ave., with notice that the mortgage was in default and that Wells Fargo had standing to foreclose.

15. According to our records and the records of the Clark County Recorder’s Office I reviewed, neither Bank of America nor Wells Fargo ever initiated foreclosure by serving or recording a notice of default.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

16. On January 5, 2013, Linda Chain sent me an email with the subject “White Sage Counter and Transaction History” which listed the many unreasonable counter-offers made by B of A in response to:

Aug 8, 2012-A successful Purchase Agreement was entered in to between buyer and seller of record for a price of \$310,000

Nov 12, 2012 B of A (1st) countered the purchase price at \$395,000 with a COE of 12/12/12

17. Linda Chain described the realities of the market

Doug, as you know, the market value for the house has currently gone down, as sales over the last 3 months in Sun City Anthem without views are closing at an average \$118 psf, (per square foot) converting this home to \$290,280. The buyer is willing to purchase the home for the appraised value of \$310,000, and not anymore, as he does not want to be underwater from the day of ownership.

18. On January 9, 2013, Bank of America sent me notice that the short sale was rejected.

19. On January 27, 2013 I wrote an update on this difficult sale that documented the problems we had in getting the Sparkman escrow closed, which stated, in part,

We all should understand that the rejections we have experienced on this sale were not coming from B of A as the ‘servicer’ but from the investors who own the loan and want more money from the sale. Last week, Fidelity chose this White Sage sale as the FIRST file to be forwarded to the B of A resolution review team due to the totally unreasonable treatment we (and they) have received from investors. Agreeing to a price, then demanding more, etc. Also, our B of A ‘negotiator’ is in reality simply one who forwards information but in fact does no ‘negotiating’.

20. On April 3, 2013 the Sparkmans cancelled their offer and their earnest money deposit was refunded.

21. In our files, there is a May 7, 2013 letter from Nona Tobin to Bank of America Home Loan Assumptions Department wherein she transmitted documents B of A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

22. She made a mistake in listing the first attachment as the “Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust, dated August 22, 2008”.

23. The Grant, Sale Bargain Deed she provided to B of A was not the Deed of Trust that B of A had requested.

Ms. Murillo informed me that B of A had not accepted the short sale because they are missing a copy of a court approved document that indicated I was the appropriate representative for them to speak to on behalf of the estate. After some discussion, it became clear that the document the bank was requesting was the Deed of Trust, dated August 22, 2008, which transferred the property into the name of the Gordon B. Hansen Trust....

24. This May 7 2013 letter was faxed to B of A from the Proudfit Realty office at Nona’s request as during this time period B of A used faxes instead of email for the volumes of documents that were demanded.

25. Nona Tobin warned B of A of the Red Rock notice of default that she was finished paying to protect the bank’s investment.

Additionally, there are two other entities with whom I have communicated whose actions may have some impact on B of A's decisions about how to proceed.

Notice of Default and Election to Sell

While there were still funds in the Gordon B. Hansen Trust, I paid on behalf of the trust several quarters of HOA dues, Once the house was in escrow for a short sale, I stopped paying HOA dues. On March 7, 2013, on behalf of Sun city Anthem HOA, Red Rock Financial Services has filed a Notice of Default and Election to Sell after previously recording a lien against the property for said unpaid HOA dues. Those documents have apparently been sent to B of A previously, but they are attached here for your reference and as further documentation that B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses.

26. She also informed B of A that Wells Fargo had issued a 1099-c cancellation of debt for \$15,000 in 2012 and that she wanted B of A to take responsibility.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

27.

Wells Fargo Withdrawal from Short Sale

Wells Fargo sent me a letter (attached) saying that they were withdrawing from a short sale because they could not reach Mr. Hansen or his representatives. I contacted Wells Fargo and gave them the information that Mr. Hansen is deceased and that B of A had rejected the short sale. It is not clear to me what Wells Fargo's role is in this since the \$15,000 second on the property that was due Wells Fargo had been written off in 2012 and a 1099-c for cancellation of debt was issued. I submit this information to B of A in the interest of fully disclosing communications I've had with other institutions who appear to share a stake in this property with B of A and to provide their contact information. This is also a final bit of documentation to show that neither the Gordon B. Hansen Trust or I personally have any financial stake in this property, and that the preservation of the property's value is solely the responsibility of the financial institutions who do have a financial interest.

28. On May 10, 2013, the Mazzeo made a purchase offer of \$395,000 which was accepted pending lender approval.

29. On May 29, 2013, Red Rock Financial Services responded to a payoff demand claiming \$3,055.47 was due to the HOA, and this figure was provided to Ticor Title for payment out of escrow.

30. No one at Proudfit Realty evaluated whether the amount demanded for the HOA was accurate or authorized, but simply forwarded what Red Rock sent to Ticor Title.

31. Ticor Title modified the HUD-1 Settlement Statement on June 5, 2013, to reflect that \$3,055.47 would be paid out of the Mazzeo escrow.

32. On June 24, 2013 after many B of A's document demands and rejection of the buyers' pre-qualification, the Mazzeos withdrew their offer.

33. On July 10, 2013 Nona withdrew the listing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

34. Nona told me that Bank of America's causing the \$395,000 offer to be withdrawn when only \$389,000 balance remained on the loan was ridiculous and that B of A had never even responded to her May 7, 2013 letter.

35. On July 10, 2013, Nona asked Proudfit Realty to help her do a deed in lieu when she withdrew the listing.

From: Nona Tobin [<mailto:nonatobin@gmail.com>]
Sent: Wednesday, July 10, 2013 12:27 PM
To: Doug Proudfit; Lee Cedola
Cc: Steve Hansen
Subject: Request to set up Deed-In-Lieu through Ticor for 2763 White Sage Dr.

I spoke with Gary Victory. the B of A Short Sale negotiating Team manager that contacted Linda to try to re-open the latest sale the bank botched. I informed him that the water had been turned off Monday and the electricity is going to be turned off today and that the bank's financial interest would be immediately at considerable risk unless they put the utilities into the bank's name. Gary informed me that the bank's policy was to never do anything to a vacant property other than to secure it with a lock box even though he has frequently seen significant deterioration in many properties while the bank went through its processes to take ownership or approve a sale.

I told him that I had only committed my personal funds to maintain the property during the last short sale attempt so that Proudfit Realty could complete the short sale and get their commission and reimburse me, but given the extreme nature of the bank's lack of cooperation of the last two bank-rejected sales, I am unwilling to go any further. I asked him if Proudfit Realty had a potential buyer and they wanted to pay the utilities until the sale was complete should they contact him (Gary Victory) directly in order to expedite the process in the 15 days he mentioned to Linda that he could get a deal closed.

Gary said that Linda misunderstood what he was referring to when he said his team could complete the process in 15 days. What would actually happen is a new offer would be submitted and whatever negotiating team was assigned would get 15 days, then it would go to a review team, then to investors and some other steps before the bank's allowed up to 45 days escrow process would begin.

Basically, the whole thing would start over.

Since this is obviously such an undesirable option, I can't imagine you would really want to consider it. Of course, if you did because you felt it would be worth

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

it to finally get a commission, i will hang in there to sign documents to that end, but I will not continue to pay anything out of pocket.

Gary gave me a number at B of A to call [\(866\)880-1232](tel:8668801232) when I told him it was my intention to give the bank the deed in lieu of foreclosure. However, he described the response I would get from them at that number as providing me with information about the loan modification or other programs the Trust might qualify for. This is of no interest to me so I did not call that number. At this stage, I have no further patience for the bank's Byzantine procedures and simply want to extricate myself and the Trust from any future dealings with them.

My request is for you to assist me in ending this tortuous process and to have you via Ticor do whatever is legally required to have the Trust give the property deed to the bank in lieu of foreclosure.

I am here though the end of the month and can sign any documents that are required, but I believe you have all the documents that I have had representing the Trust so I don't need to supply anything additional at this point.

I do not have any keys to the property, and I have not been on it in over a year, but I know that the caretaking I have provided through you and others has left the property in pristine condition up to this point. I am concerned, however, that the bank's policy to take no constructive action to protect this property during vacancy and ownership transition could be problematic if this deed transfer is not done swiftly.

I informed Gary Victory that the property is uninsured and that given the 110 degree temperatures now, the pool will turn green, the plants will turn brown, and the value of the bank's financial interest will go into a precipitous decline. Just as he informed me that the bank's policy of neglect was firm, I informed him that I have no legal liability personally, and further, on behalf of the Trust, I will take no further action to protect the bank's financial interests.

Thank you for all your efforts. I am sorry that the bank's obstructiveness rendered them fruitless.

Nona Tobin
Successor Trustee of the Gordon B. Hansen Trust

36. In preparing this declaration, Nona Tobin asked me if Proudfit Realty had been given notice that B of A had tendered \$825 for nine months of assessments or if I had ever heard of Miles Bauer.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

37. I told her I don't recall either and would have to review our records which she then provided.

38. After reviewing the file, neither Linda Proudfit nor I discovered any indication in the files or our memories that anyone at Proudfit Realty was notified that B of A tendered any amount directly to Red Rock Financial Services instead of going through us.

39. Ticor Title handled both escrows and there are no files or notes to indicate that B of A, or any agent of B of A, offered to put any amount for assessments into escrow.

40. Nona handled the deed in lieu process herself, and I didn't hear any more about it until she sent me an email on September 14, 2013 telling me that it had been denied.

"B of A has just refused the deed in lieu on Bruce's house because Wells Fargo still has a lien on the title for the \$15000 second even though WF wrote that off and issued a 1099c on it in 2012 when the house sold the first time. B of A's contractor acted as if I should be able to fix this. Is there anything in your file or experience that could help me? Or should I just ignore them?"

41. She emailed again on September 29, 2013

"I don't know if i told you before i left for Mexico that the B of A vendor handling the deed in lieu notified me that they were closing the file and not accepting the deed. The reason was that Wells Fargo wrote off the \$15,000 second when the house seemed to be sold in 2012, but then when the sale fell, they didn't clear the title.

Anyway, i got a call from City of Henderson Code Enforcement while I was gone that they noticed that there was a lock box on the house now. I don't know why they were out at the house since they drained the pool weeks ago, but anyway, my question is: is that your lock box? If not, does the bank have a right to secure the property away from me without going through foreclosure and otherwise getting completely off my back?

It doesn't seem like they should be able to have their cake and eat it to."

42. I told her in an October 1, 2013 email,

"Nona, I've never heard of a lender securing the house before foreclosing."

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

43. Nona’s October 4, 2013 email was a request for a real estate attorney to make a claim on the proceeds from the sale:

“Could you recommend a good real estate attorney? I want to file a claim on Bruce’s house for the portion between the \$63,000 foreclosure amount and the amount Red Rock financial collected for the \$2,000 delinquent HOA fees plus their collection costs.”

44. I gave her a recommendation, and after that I was no longer involved.

45. Because neither Bank of America or the investor approved the property to be sold, neither I nor anyone at Proudfit Realty or Ticor Title ever received a penny in compensation for a year and a half of work.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated this 20th day of May, 2019.

DocuSigned by:
Douglas Proudfit
56981B91DA4F4...
Doug Proudfit

Declaration of Doug Proudfit
Exhibits List

Exhibit	Description	Bates	
	6/14/16 Sworn Declaration – Linda Proudfit –9 folders , 311 Pages “true, correct and complete” for listing of 2763		
	4/4/12 Assignment of Deed of Trust, recorded 4/12/12		
	8/8/12 Sparkman RPA & 8/10/12 counter offer		
	Short sale approved to 11/28/12		
	10/22/12 HUD-1 draft Settlement Statement		
	10/29/12 notice – BANA is servicer, Wells Fargo beneficiary		
	County Recorder property record search of liens NODs		
	11/12/12 transmit memo RRFS collection notice to Ticor Title and RRFS ledger, dated 11/5/12		
	1/5/13 email from buyers’ agent to Proudfit re BANA causing problems with sale		
	1/9/13 BANA notice to estate “Decline – Investor denied”		
	1/27/13 Proudfit email to buyer & seller “rejections are not coming from B of A, the servicer, but from the investors”		
	5/7/13 Tobin transmittal and notice to BANA to protect its interest because “I am done doing so”		
	5/10/13 Mazzeo \$395,000 RPA p. 1 of 11		
	5/29/13 RRFS gave payoff figure of \$3,055.47 to Proudfit		
	5/29/13 W-9 for RMI LLC dba Red Rock Financial Services		
	6/7/13 short sale hardship letter		
	7/10/13 cancel listing		
	9/14/13 Tobin email re BANA DIL rejection		
	10/1/13 Tobin email re BANA securing property without foreclosing		

AA 001498

Resident Transaction Report
SUC| Sun City Anthem Community Association
Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	02/01/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/18/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/12/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/26/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/11/2007		Batch Adjustment		-235.00	00.00
		Pay	03/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	04/01/2007	QA	Billing		235.00	00.00
		Pay	06/08/2007		Batch Adjustment		-235.00	-235.00
		Charge	07/01/2007	QA	Billing		235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/11/2007		Receipt Processing	1873	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/11/2008		Receipt Processing	6761	-275.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		81.32	81.32
		Credit	03/01/2008	SPA	Reverse Fence Painting		-81.32	00.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/08/2008		Receipt Processing	3313	-275.00	00.00
		Charge	06/01/2008	RPR	Fence Painting		81.32	81.32
		Pay	06/25/2008		Receipt Processing	2044	-81.32	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/11/2008		Receipt Processing	6578	-275.00	00.00
		Pay	09/25/2008		Lockbox Payment	02057	-175.00	-175.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	00.00
		Pay	12/31/2008		Lockbox Payment	02074	-240.00	-240.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	04/07/2009		Lockbox Payment	02090	-240.00	00.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	240.00
		Pay	07/13/2009		Lockbox Payment	23791	-240.00	00.00
		Pay	10/09/2009		Lockbox Payment	97004	-240.00	-240.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Pay	01/25/2010		Lockbox Payment	10803	-240.00	-240.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	00.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	240.00
		Charge	07/30/2010	LF	Late Fees		25.00	265.00
		Pay	08/16/2010		Lockbox Payment	63164	-265.00	00.00
		Pay	10/07/2010		Lockbox Payment	98965	-240.00	-240.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	10.00
		Pay	02/18/2011		Lockbox Payment	84899	-10.00	00.00
		Charge	04/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00

AA 001499

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		04/30/2011	LF	Late Fees		25.00	275.00
	Pay		05/20/2011		Lockbox Payment	02215	-275.00	00.00
	Charge		07/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Charge		07/30/2011	LF	Late Fees		25.00	275.00
	Pay		08/18/2011		Lockbox Payment	02227	-275.00	00.00
	Charge		10/01/2011	SQA	Sun City Anthem QT Assm		250.00	250.00
	Pay		10/11/2011		Lockbox Payment	52791	-240.00	10.00
	Pay		11/22/2011		Lockbox Payment	61105	-10.00	00.00
	Charge		01/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		01/30/2012	LF	Late Fees		25.00	300.00
	Pay		02/21/2012		Lockbox Payment	00112	-300.00	00.00
	Charge		04/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		04/26/2012		Receipt Processing	127	-275.00	00.00
	Charge		07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		07/31/2012	LF	Late Fees		25.00	300.00
	Charge		08/31/2012	LF	Late Fees		25.00	325.00
	Charge		09/30/2012	INT	Interest		01.21	326.21
	Charge		09/30/2012	LF	Late Fees		25.00	351.21
	Charge		10/01/2012	SQA	Sun City Anthem QT Assm		275.00	626.21
	Charge		10/31/2012	LF	Late Fees		25.00	651.21
	Pay		11/09/2012		Collection Payment Part	110612	-300.00	351.21
	Charge		11/30/2012	LF	Late Fees		25.00	376.21
	Charge		12/31/2012	INT	Interest		01.10	377.31
	Charge		12/31/2012	LF	Late Fees		25.00	402.31
	Charge		01/01/2013	SQA	Sun City Anthem QT Assm		275.00	677.31
	Charge		01/31/2013	LF	Late Fees		25.00	702.31
	Charge		03/02/2013	LF	Late Fees		25.00	727.31
	Credit		03/02/2013	LF	Sun City Anthem QT Assm		-25.00	702.31
	Charge		03/31/2013	INT	Interest		02.31	704.62
	Charge		03/31/2013	LF	Late Fees		25.00	729.62
	Charge		04/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,004.62
	Charge		04/02/2013	LF	Late Fees		25.00	1,029.62
	Credit		04/02/2013	LF	Rev 04/02/13 LF		-25.00	1,004.62
	Charge		05/01/2013	LF	Late Fees		25.00	1,029.62
	Charge		05/31/2013	LF	Late Fees		25.00	1,054.62
	Charge		06/30/2013	INT	Interest		03.52	1,058.14
	Charge		06/30/2013	LF	Late Fees		25.00	1,083.14
	Charge		07/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,358.14
	Charge		07/31/2013	LF	Late Fees		25.00	1,383.14
	Charge		08/31/2013	LF	Late Fees		25.00	1,408.14
	Charge		09/30/2013	INT	Interest		04.73	1,412.87
	Charge		09/30/2013	LF	Late Fees		25.00	1,437.87
	Charge		10/01/2013	SQA	Sun City Anthem QT Assm		275.00	1,712.87
	Charge		10/31/2013	LF	Late Fees		25.00	1,737.87
	Charge		11/30/2013	LF	Late Fees		25.00	1,762.87
	Charge		12/31/2013	INT	Interest		05.94	1,768.81

AA 001500

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,088.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assm		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		09.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-09.57	25.00
	Charge		09/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19.1		25.00	100.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsfr 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
0480 02	Jimjack Irr Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 02/05/2016			
							Beg Bal	00.00
		Charge	09/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/06/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02260	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

Anthem

SUN CITY

Sun City Anthem Community Association, Inc.
 2450 Hampton Rd.
 Henderson, NV 89052

Jimijack Irr Tr
 Joel Stokes Trs
 5 Summit Walk Trail
 Henderson, NV 89052

Property Address: 2763 White Sage Dr
Account #: 16962

Code	Date	Amount	Balance	Check#	Memo
Sun City Anthem Assessment	4/1/2016	275.00	275.00		Sun City Anthem Assessment
Payment	4/21/2016	-275.00	0.00	195	AAFSLB-042116.txt
Payment	5/6/2016	-275.00	-275.00	143	AAFSLB-050616.txt

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	
-275.00	0.00	0.00	0.00		-275.00

Sun City Anthem Community Association, Inc. | 2450 Hampton Rd. | Henderson, NV 89052 | 702-514-5800

Make check payable to: Sun City Anthem Community Association, Inc.

5/9/2016

AA 001503¹

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0016 SCA Ridgcrest
 2450 Hampton Rd

Henderson, NV 89052

Res ID	Resident Name Unit Address	Type	Date	Code	Charge Code Desc Bill Address	Check No	Amount	Balance
4469 01	Nona Tobin 2664 Olivia Heights Ave Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		RM		Effective Date: 08/08/2008			
							Beg Bal	00.00
		Charge	01/01/2006	QA	Conversion		235.00	235.00
		Pay	01/09/2006		Conversion		-235.00	00.00
		Charge	04/01/2006	QA	Billing		235.00	235.00
		Pay	04/10/2006		Batch Adjustment		-235.00	00.00
		Charge	07/01/2006	QA	Billing		235.00	235.00
		Pay	07/07/2006		Batch Adjustment		-235.00	00.00
		Charge	10/01/2006	QA	Billing		235.00	235.00
		Pay	10/04/2006		Batch Adjustment		-235.00	00.00
		Charge	01/01/2007	QA	Billing		235.00	235.00
		Pay	01/05/2007		Batch Adjustment		-235.00	00.00
		Charge	04/01/2007	QA	Billing		235.00	235.00
		Pay	04/11/2007		Batch Adjustment		-235.00	00.00
		Charge	07/01/2007	QA	Billing		235.00	235.00
		Pay	07/12/2007		Receipt Processing	9614	-235.00	00.00
		Charge	10/01/2007	SQA	Sun City Anthem Quarter		235.00	235.00
		Pay	10/03/2007		Receipt Processing	7556	-235.00	00.00
		Charge	01/01/2008	SQA	Sun City Anthem Quarter		275.00	275.00
		Pay	01/07/2008		Receipt Processing	7220	-235.00	40.00
		Pay	01/14/2008		Lockbox Payment	66034	-40.00	00.00
		Charge	03/01/2008	SPA	Fence Painting		109.14	109.14
		Credit	03/01/2008	SPA	Reverse Fence Painting		-109.14	00.00
		Pay	03/31/2008		Lockbox Payment	61164	-275.00	-275.00
		Charge	04/01/2008	SQA	Sun City Anthem QT Assm		275.00	00.00
		Charge	07/01/2008	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	07/02/2008		Lockbox Payment	46839	-235.00	40.00
		Pay	08/19/2008		Lockbox Payment	71455	-40.00	00.00
		Pay	09/29/2008		Lockbox Payment	92921	-275.00	-275.00
		Charge	10/01/2008	SQA	Sun City Anthem QT Assm		175.00	-100.00
		Pay	12/29/2008		Lockbox Payment	05841	-175.00	-275.00
		Charge	01/01/2009	SQA	Sun City Anthem QT Assm		240.00	-35.00
		Pay	03/30/2009		Lockbox Payment	80265	-240.00	-275.00
		Charge	04/01/2009	SQA	Sun City Anthem QT Assm		240.00	-35.00
		Pay	04/10/2009		Lockbox Payment	74666	-240.00	-275.00
		Charge	07/01/2009	SQA	Sun City Anthem QT Assm		240.00	-35.00
		Pay	07/10/2009		Lockbox Payment	75295	-240.00	-275.00
		Pay	10/09/2009		Lockbox Payment	33361	-240.00	-515.00
		Charge	01/01/2010	SQA	Sun City Anthem QT Assm		240.00	-275.00
		Charge	04/01/2010	SQA	Sun City Anthem QT Assm		240.00	-35.00
		Pay	04/02/2010		Lockbox Payment	20564	-240.00	-275.00
		Charge	07/01/2010	SQA	Sun City Anthem QT Assm		240.00	-35.00
		Pay	07/02/2010		Lockbox Payment	34920	-240.00	-275.00
		Pay	10/04/2010		Lockbox Payment	26426	-240.00	-515.00
		Charge	01/01/2011	SQA	Sun City Anthem QT Assm		250.00	-265.00
		Pay	01/18/2011		Lockbox Payment	32826	-250.00	-515.00
		Pay	02/23/2011		Lockbox Payment	15073	-250.00	-765.00

AA 001504

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0016 SCA Ridgecrest
 2450 Hampton Rd

Henderson, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
4469 01	Nona Tobin				2664 Olivia Heights Ave			
	2664 Olivia Heights Ave				Henderson, NV 89052			
	Henderson, NV 89052							
	Current Credit History Code:		RM		Effective Date: 08/08/2008			
	Pay		03/24/2011		Lockbox Payment	08606	-250.00	-1,015.00
	Charge		04/01/2011	SQA	Sun City Anthem QT Assm		250.00	-765.00
	Charge		07/01/2011	SQA	Sun City Anthem QT Assm		250.00	-515.00
	Charge		10/01/2011	SQA	Sun City Anthem QT Assm		250.00	-265.00
	Charge		01/01/2012	SQA	Sun City Anthem QT Assm		275.00	10.00
	Pay		01/20/2012		Lockbox Payment	31957	-250.00	-240.00
	Charge		04/01/2012	SQA	Sun City Anthem QT Assm		275.00	35.00
	Pay		05/11/2012		Lockbox Payment	00128	-35.00	00.00
	Charge		07/01/2012	SQA	Sun City Anthem QT Assm		275.00	275.00
	Charge		07/31/2012	LF	Late Fees		25.00	300.00
	Pay		08/17/2012		Receipt Processing	142	-300.00	00.00
	Pay		09/28/2012		Lockbox Payment	78905	-275.00	-275.00
	Charge		10/01/2012	SQA	Sun City Anthem QT Assm		275.00	00.00
	Charge		01/01/2013	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		01/03/2013		Lockbox Payment	58478	-275.00	00.00
	Pay		03/27/2013		Lockbox Payment	57740	-275.00	-275.00
	Charge		04/01/2013	SQA	Sun City Anthem QT Assm		275.00	00.00
	Charge		07/01/2013	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		07/02/2013		Lockbox Payment	71758	-275.00	00.00
	Charge		10/01/2013	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		10/02/2013		Lockbox Payment	26771	-275.00	00.00
	Charge		01/01/2014	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		01/03/2014		Lockbox Payment	52907	-275.00	00.00
	Charge		04/01/2014	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		04/04/2014		Lockbox Payment	95883	-275.00	00.00
	Charge		07/01/2014	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		07/01/2014		Lockbox Payment	74043	-275.00	00.00
	Charge		10/01/2014	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		10/01/2014		Lockbox Payment	22473	-275.00	00.00
	Pay		12/31/2014		Lockbox Payment	12740	-275.00	-275.00
	Charge		01/01/2015	SQA	Sun City Anthem QT Assm		275.00	00.00
	Pay		03/30/2015		Lockbox Payment	55975	-275.00	-275.00
	Charge		04/01/2015	SQA	Sun City Anthem QT Assm		275.00	00.00
	Pay		06/30/2015		Lockbox Payment	46654	-275.00	-275.00
	Charge		07/01/2015	SQA	Sun City Anthem QT Assm		275.00	00.00
	Pay		09/29/2015		Lockbox Payment	72689	-275.00	-275.00
	Charge		10/01/2015	SQA	Sun City Anthem QT Assm		275.00	00.00
	Charge		01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
	Pay		01/04/2016		Lockbox Payment	57873	-275.00	00.00
							Res Balance	00.00

AA 001505



Sun City Anthem Community Association, Inc.
2450 Hampton Rd.
Henderson, NV 89052

Nona Tobin
2664 Olivia Heights Ave
Henderson, NV 89052

Property Address: 2664 Olivia Heights Ave
Account #: 14737

Code	Date	Amount	Balance	Check#	Memo
Sun City Anthem Assessment	4/1/2016	275.00	275.00		Sun City Anthem Assessment
Payment	4/5/2016	-275.00	0.00	13915568	AAFSLB-040516.txt
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	0.00
0.00	0.00	0.00	0.00		

Sun City Anthem Community Association, Inc. | 2450 Hampton Rd. | Henderson, NV 89052 | 702-514-5800

Make check payable to: Sun City Anthem Community Association, Inc.

AA 001506

The sale of 2763 White Sage Drive is void as it was not authorized by a SCA Board action taken in compliance with the provisions of NRS 116.31083 and NRS 116.31085

1. [NRS 116.3102](#) define the powers of unit-owners' association.
2. [NRS 116.3102\(m\)](#) limits the association's authority to sanction an owner for an alleged violation of the governing documents by requiring the association to provide notice and due process as delineated in [NRS 116.31031](#) to the owner who may be sanctioned.
3. With certain exceptions defined in [NRS 116.31085](#), Board actions must occur at duly called Board meetings, compliant with the provisions of [NRS 116.31083](#), i.e.,
 - a. that are open to all unit owners,
 - b. that provide meaningful notice of the actions the Board intends to take at that meeting,
 - c. that provide minutes of all Board decisions made and actions taken.

SCA BOARD DID NOT TAKE ANY ACTION TO AUTHORIZE THE SALE OF 2763 WHITE SAGE IN ANY MEETING COMPLIANT WITH THE REQUIREMENTS IN [NRS \(2013\) 116.31083](#) AND [NRS\(2013\)116.31085](#) , AND THEREFORE, THE DECISION AND THE SALE ARE VOIDABLE.

NO COMPLIANT AGENDAS

4. **SCA did not publish notice of its intent to authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner proscribed by NRS 116.31083(5) and NRS 116.3108(4).**
5. According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108.
6. NRS 116.3108(4) defines requirements of notice and agendas:
 - (a) A clear and complete statement of the topics scheduled to be considered during the meeting, ...

AA 001507

(b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may take action on an item which is not listed on the agenda as an item on which action may be taken.

(c) A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).

No minutes of any SCA Board meeting, compliant with NRS 116.31083 and NRS 116.31085, document a Board action to authorize the foreclosure of 2763 White Sage Drive was ever taken, and therefore the decision is voidable.

7. NRS (2013) 116.31083 (8) (10) require the Board to maintain "*the minutes of each meeting of the executive board until the common-interest community is terminated.*" that include the following specific information:

8. Except as otherwise provided in subsection 9 (*Section 9 allows the Board to "establish reasonable limitations on materials, remarks or other information to be included in the minutes of its meetings."*) and NRS 116.31085, the minutes of each meeting of the executive board must include:

(a) The date, time and place of the meeting;

(b) Those members of the executive board who were present and those members who were absent at the meeting;

(c) The substance of all matters proposed, discussed or decided at the meeting;

(d) A record of each member's vote on any matter decided by vote at the meeting; and

(e) The substance of remarks made by any unit's owner who addresses the executive board at the meeting if the unit's owner requests that the minutes reflect his or her remarks or, if the unit's owner has prepared written remarks, a copy of his or her prepared remarks if the unit's owner submits a copy for inclusion.

AA 001508

IMPERMISSIBLE TO SANCTION AN OWNER IN A CLOSED MEETING

8. **The decision to foreclose on 2763 White Sage was made in a closed session which was not permissible under the terms of NRS 16.31085 (3) (4) and is therefore voidable.**
9. [NRS 116.31085](#) (3) defines the only permissible topics of discussion and actions the Board is authorized to take in an executive session closed to owners

NRS 116.31085 (3)

3. An executive board may meet in executive session only to:
 - (a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in [NRS 49.035](#) to [49.115](#), inclusive.
 - (b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.
 - (c) **Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.**
 - (d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to [NRS 116.310305](#) if the alleged failure may subject the unit's owner to a construction penalty.

10. Whereas NRS 116.31085(3)(c) only authorizes the Board to “**discuss**” alleged violations of the governing documents in executive session, NRS 116.31085(4) only permits Board action to sanction an owner for an alleged violation in closed session when it holds a hearing at which the owner can present a defense to dissuade the Board from imposing a sanction for an alleged violation.

NRS 116.31085(4)

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

AA 001509

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and

(c) Is not entitled to attend the deliberations of the executive board.

NO MINUTES = IT NEVER HAPPENED

11. NRS 116.31085(6) requires the Board to report its actions taken in closed session in the regular Board minutes.

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board.

12. There are no minutes of any SCA Board meeting that document a Board action to authorize the sale of 2763 White Sage Drive.

13. NRS 116.31085 (6) also defines a sanctioned owner's right to receive minutes of any closed meeting at which the Board took action to sanction an owner for an alleged violation pursuant to a hearing.

The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.

14. SCA refused to provide minutes as required by NRS 116.31085(6) to document a decision to foreclose was made pursuant to a hearing make the action voidable.

15. The fact that SCA Board did not provide notice of its intent to authorize the foreclosure of 2763 White Sage, nor offer the owner an opportunity for an open hearing, nor hold a hearing that provided the owner with the mandated due process is evidenced by CAM Lori Martin's June 1,

AA 001510

2016 email refusing Tobin's request for minutes of any meeting at which the BOD took action to foreclose:

"Your request for the "minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided."

AA 001511



JIM GIBBONS
Governor

LINDSAY WAITE
Ombudsman

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
OFFICE OF THE OMBUDSMAN FOR OWNERS IN
COMMON-INTEREST COMMUNITIES AND CONDOMINIUM HOTELS
CICombudsman@red.state.nv.us
<http://www.red.state.nv.us>

DIANNE CORNWALL
Director

ANN M. McDERMOTT
Administrator

November 5, 2008

Board of Directors
Sun City Anthem Community Association
c/o RMI, Terry DaSilva, CMCA
2450 Hampton Rd
Henderson, NV. 89052

Certified Mail Return Receipt Requested
7008 1300 0000 9868 5313

Re: **Case # IS-07-1588**

Dear Executive Board of Directors;

The State of Nevada Real Estate Division (Division), Office of the Ombudsman for Owners in Common Interest Communities and the Nevada Attorney Generals office have reviewed the above referenced Intervention case and has completed its investigation.

During this investigation it was determined that all of the Board of Directors appear to be applying the best business judgment rule and appear to want to do what is best for the association.

However, the Division has identified the following areas the Sun City Anthem Community Association needs to be aware of and instructed upon.

The documents provided to the Division by the Board of Directors (BOD) during this investigation document that the BOD were holding meetings, work shops and making decisions during these meetings and / or work shops. Additionally it appears that the BOD was making decisions for the association business via e-mails and over the telephone.

AA 001512

2501 E. Sahara Avenue, Suite 202 • Las Vegas, Nevada 89104-4137
(702) 486-4480 • Fax (702) 486-4520 • Toll Free 1-877-829-9907

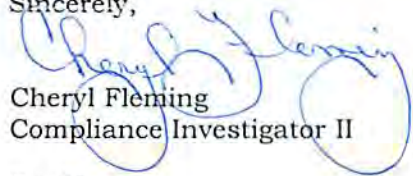
Please be advised that these types of meetings, work shops, decisions via e-mail and telephone are not in compliance with NRS 116.31085.

This letter will serve as a Letter of Instruction that if the current Board of Directors should engage in such conduct in the future, it may be subject to disciplinary action by the Commission for Common Interest Communities.

This decision to close this matter is made without prejudice. The Division reserves the right to reopen its investigation should such action be warranted.

If you have any questions, please contact the investigator at (702) 486-4480

Sincerely,



Cheryl Fleming
Compliance Investigator II

Cc: file

AA 001513

Re: More than you ever wanted to know about 2763 White Sage

1 message

Jim long <jamesjlong@sent.com>
To: Nona Tobin <nonatobin@gmail.com>

Tue, Sep 6, 2016 at 11:50 PM

Nona, my comments are below. Jim

Sent from my iPad

On Sep 6, 2016, at 10:15 PM, Nona Tobin <nonatobin@gmail.com> wrote:

Hi Jim,

Thanks for helping me on this. I hate to bother you with more questions, and i hope you realize i am not attacking you in any way. i love and respect that you have volunteered and given so much service over the years. I just want to get to the end of the problems with this house that have plagued me for over four years now.

Anyway, on the last day possible, Jimjack objected to my motion to intervene on the basis that I had just said why we wanted to intervene instead of putting in some kind of pleading per rule 24c. So, by Friday i have to turn in more than i was expecting to have to be ready for. So if you wouldn't mind, a couple more questions.

You said that "under NV law this type of info is confidential and the HOA is prohibited from reporting it to the community" referring to Board discussion/action on collections/foreclosure.

Do you remember where you got that idea?

This is a statutory provision in NRS 116.

Just by your memory, do you say that because of your knowledge of a specific NRS section?
Or was this more like a general understanding you had?
Was it based on past practice?
something FSR or RRFS staff advised the Board was the law controlling collections and foreclosure?

Lori Martin told me essentially the same thing. Do you agree with her statement?

Your request for the "minutes where actions leading to foreclosure for delinquent assessment(s) was approved for 2763 White Sage" cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.

Do you remember anything about distinctions that were made between how delinquent dues assessments were handled and how other potential fines and sanctions for violations of the CC&Rs were handled? Why these distinctions, if any, were the practice?

The Board has a published fine for delinquent dues of \$25 per quarter. This is collected the same as other fines.

Did anyone ever request an open hearing when the Board considered whether or not to foreclose on their property?

AA 001514

I don't recall any.

Did I understand you correctly about the executive session discussions about collections, write-offs and foreclosures and that the discussions involved both FRS and RRFS staff, including Joel Just and Sr. RRFS Collection Agent Christie Marling (sp?). Anyone else you remember by name? Kevin Wallace? Steven Parker?

Parker attended a few exec meetings when he ran RRFS. Usually only Christie attended.

Would I be correct quoting you as saying:

1. The Board discussed lots of issues about various Owners in collection for delinquent assessments based on info provided by RRFS.

FRS staff also provided info.

2. there were lots of properties discussed and you don't remember this house on White Sage in particular.

I couldn't tell even if I did.

3. the Board was willing to take over the properties and that the HOA always got outbid, but HOA almost got one once.

We never knew how close we came to owning.

4. Red Rock bid for the HOA. Did the Board give them parameters, maximum bid amounts or direct the bidding process in anyway?

They hired someone else to place our bid at the amount owed the Association plus collection fees.

5. You thought it was ok for Red Rock to bid since they contracted out the actual auctioneering part to some third party from downtown like near NV Legal news.

They were bidding as our agent and we never doubted this was OK.

6. You didn't know what happened to the houses after the foreclosure sale since it was no longer the Board's concern once the HOA was paid.
Correct.

Thank you so much for this. I'll send you a copy of my submission on Friday so you can see what I'm doing. Please tell me if there's anything you want to correct me on.

We are on the beach in Oahu, so I have more interesting things to do.

Nona

----- Forwarded message -----

From: **Jim Long** <jamesjlong@sent.com>

Date: Fri, Aug 19, 2016 at 1:37 PM

Subject: RE: FW: More than you ever wanted to know about 2763 White Sage

To: Nona Tobin <nonatobin@gmail.com>

AA 001515

My answers are below.

Jim Long

Cell : (702) 478-6030

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Friday, August 19, 2016 11:33 AM

To: Jim Long

Subject: Re: FW: More than you ever wanted to know about 2763 White Sage

Thanks, Jim. I found the March, 2014 FSR contract that was current at the time of the sale on the website. Lori Martin only sent me the RMI one from 2010 and I am assuming there was no other one in between. It makes more sense now.

As I said, I'm not going after the HOA. I think Red Rock and FSR were being deceitful to the Board for their own financial gain. It's interesting that the case I'm intervening on named the SCA-HOA as a defendant but never served them. I want to try to not name the SCA-HOA if I can just name their agents since I think they violated their contracts. I would like to them on the service list though because it seems wrong if they are not informed.

Judge Robert C. Jones ruled in the Federal Thunder Bay case that the HOA is not a necessary party in a quiet title action since they got paid the dues and didn't go on title.

A few questions about executive session.

1. When the Board was asked to take action on an individual property, was there any type of notice, either on the agenda by Red Rock ID number or general topic or by notice to the affected property owner?

We only started foreclosure on a property if there were more than 12 months unpaid assessments due. Numerous notices of unpaid assessments would have been sent to the owner by the time a property was that far in arrears. These notices were sent by FSR staff acting on behalf of SCA until the collection was turned over to Red Rock for collection, and after that Red Rock would have sent the notices. At least one of these notices would have included a warning that SCA would foreclose on the property. These notices were sent to the owner's address of record according to the Association's records. An owner who changed addresses without providing the new address to SCA might not receive

AA 001516

these notices. If FSR or RR learned of an owner's new address, they were instructed to also send notices to the new address.

2. Did Red Rock tell the Board about such things as the OMB mediation process, pending sales, requests for payment plans, offers of partial payment, the homeowner's death, or any factor other than the amount the Red Rock said was delinquent?

RR provided all of this type of information to the SCA Board. The Board authorized RR to accept some payment plans offered by the owner if the plans met specified requirements. RR submitted proposed payment plans not meeting these requirements to the Board for its consideration.

3. How was the action of the Board if and when to foreclose on a particular property reported out of executive session?

Under NV law this type of information is confidential and an HOA is prohibited from reporting it to the community with any identifying information. Our Board periodically reported aggregate information to the residents (i.e., how many foreclosures and the amounts that had been collected through the process).

Thanks again for your help.

Nona

Nona

On Thu, Aug 18, 2016 at 10:05 AM, Jim Long <jamesjlong@sent.com> wrote:

Nona, below is my contact info. After our discussion this morning I don't know that I can provide any more info of value to you, but call if you think I can.

Jim Long

Cell : (702) 478-6030

AA 001517

2132 Silent Echoes Dr.

Henderson, NV 89044

Barb: (702) 715-5998

From: Barbara [mailto:barbolklong@hotmail.com]
Sent: Wednesday, August 17, 2016 4:59 PM
To: jimlong@sent.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Sent from my iPad

Begin forwarded message:

From: Nona Tobin <nonatobin@gmail.com>
Date: August 17, 2016 at 4:38:45 PM PDT
To: barbolklong@hotmail.com
Subject: Fwd: More than you ever wanted to know about 2763 White Sage

Hi Barb,

Could you forward this to Jim. I asked him if he would talk to me about this tomorrow after spinning, and it kept bouncing. I must have forgotten what he said his email was.

Thanks.

Nona

----- Forwarded message -----

From: Nona Tobin <nonatobin@gmail.com>
Date: Wed, Aug 17, 2016 at 12:53 PM
Subject: More than you ever wanted to know about 2763 White Sage
To: James.Long@sent.com

Thanks for agreeing to talk to me about this.

I need some help identifying defendants since I have evidence that shows that this wrongful foreclosure happened because the contractors acted in their own self interest rather than as fiduciaries per their contract. There are some irregularities in their corporate filings which make it a little tricky to follow the money.

I don't know if you were on the Board when this 8/15/14 sale happened, but I do know for sure the HOA only got \$2,700 of the \$63,100 Red Rock Financial Services collected from the sale and neither Nationstar nor the beneficiaries of the Gordon B. Hansen Trust saw a dime of the \$60,400 balance even though I asked for it.

AA 001518

I am going to be asking to have the foreclosure sale for delinquent HOA dues to be set aside due to substantial noncompliance with

- 1.the governing statutes (NRS116.31162-116.31168; NRS 38.300-360),
- 2.the CC&Rs section 8, p. 48-52,
- 3.the RMI Management Agreement dated 2/26/10
4. the SCA-HOA Collection of Assessment Policy dated 7/1/09
5. RRFS Delinquent Assessment Collection Agreement, dated 4/27/12 (which you signed)
6. the SCA Board resolution of delinquent assessment policy 10/1/13

The failure to properly distribute the \$63,100 proceeds from the sale is particularly troublesome and it is the part of the case where i haven't been able to find other cases for precedent. Did Red Rock or FSH/RMI ever discuss with the Board the option of the HOA taking title to the properties?

By the way, the current title holder, Joel and Sandra Stokes aka Jimijack, recorded title with a fraudulently notarized Quit Claim Deed for \$1 consideration on 6/9/15, but actually took possession per HOA records right after the foreclosure sale instead of the straw buyer who was a Berkshire Hathaway Realtor in the office where i had the property listed. Another fun fact, there was an offer on the table to sell the place two weeks before the sale for \$375,000 from Yvonne Blum, daughter of Marianne Blum who you know from our spinning class.

Since SCA contracted out all its accounting, debt collection, staffing and reporting to the Board, and you were on the Board and signed at least one of the contracts, I need some help in accurately identifying certain players and who reported what to the Board when you were there. Most of my causes for action are against the debt collectors: breach of contract, fraudulent concealment against authorities, unfairly enriching themselves by usurping the HOA's authority through fraudulent means. I would like your assistance in determining the degree to which the HOA Board received meaningful reports or was asked for authority to act.

Here are the questions i have so far:

1. When were you on the Board?
2. Do you remember that these debt collection-related documents listed above (that I can show you) were the only ones being in use during that time period?
3. Who presented the reports to the Board regarding debt collection?
4. What was the process for deciding if and when to foreclose in an individual case?
5. What was the Board's involvement, if any, in the collection and foreclosure process?
6. Did the Board discuss individual cases in default in executive session?
7. How was action authorized?
8. Did the Board get reports on what happened to the houses that were foreclosed on or the money that was collected above the amount the HOA got?
9. Were you aware of any required mediation process involving the NV Dept of Real Estate Ombudsman?

Here are some links:

AA 001519



[042712 Delinquent Assessment Collection Agreement.pdf](#)



[Delinquent Assessment Policy & Procedure 100113.pdf](#)



[A-16-730078-C-8434332_MINV_Motion_to_Intervene.pdf](#)

Judge Joanna Kirshner will decide on Sept. 16 in chambers on my motion, but joined or not, I want to file the complaint right after that.

Thanks again for looking at this.

Nona

AA 001520



February 14, 2014

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22,
2008 / R808634

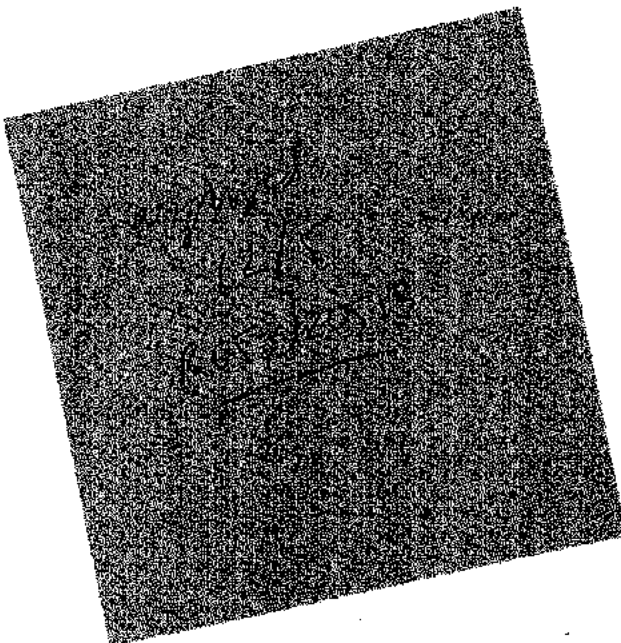
Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

The Board of Directors Sun City Anthem Community Association approves that Red Rock Financial Services is to proceed with the foreclosure sale of property address 2763 White Sage Dr, Henderson, NV 89052 on **March 7, 2014 at 10:00 am** pursuant to this authorization and the conditions set forth in the Permission for Publication of Foreclosure Sale and Authority to Conduct Foreclosure Sale.

JEAN CAPILLUPO
Board Member (Please Print)

2/27/14
Date

Jean Capillupo
Board Member (Signature)



SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC.
BOARD OF DIRECTORS REGULAR MEETING
December 5, 2013
Freedom Hall in Independence Center at 6:30 p.m.
Henderson, Nevada 89052

MINUTES

1. CALL TO ORDER 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL/ESTABLISH QUORUM

Board of Directors:

Jean Capillupo	President
Dan Forgeron	Vice President
Bella Meese	Vice President of Community Relations
Mike Carey	Assistant Secretary
Jim Mayfield	Treasurer
Jerry Gardberg	Assistant Treasurer

Absent:

Jim Long	Secretary
----------	-----------

Management:

William Jarrett	Assistant Community Association Manager
Gary Leobold	Assistant Community Association Manager

4. PRESIDENT'S REPORT

Board President Jean Capillupo read aloud her President's Report which is attached hereto and made a part of these minutes. (See Attachment #1)

5. APPROVAL OF DECEMBER 5, 2013 AGENDA

[R01-120513] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously approved the agenda of the Regular Session meeting dated December 5, 2013.

6. MEMBER COMMENT PERIOD

A total of two residents spoke regarding the status of the management contract and the processes the Board will be using regarding future foreclosures in the community.

7. DIRECTOR COMMENT PERIOD

Mike Carey spoke regarding the collection of funds for disaster relief due to the typhoon in the Philippines. The funds that were collected include:

- Catholic Relief Services - \$7,360.00;
- Doctors without Borders - \$6,148.00;
- Feed the Hungry - \$2,831.00; and
- Others - \$2,454.00; for a total contribution of \$19,243.00.

AA 001522

Mike Carey also spoke briefly regarding the newly donated carom table in the billiards room and moving one of the seven-foot tables to the Anthem Center Lower Gallery. Facilities was asked to make the moves without waiting for today's meeting, due to the time span until the installer was scheduled to appear. He indicated the Board's appreciation for how all parties worked together to best satisfy the needs of everyone. Bella Meese then gave a brief update on the recently completed SCA Image video.

- 8. APPROVAL OF MINUTES FROM THE OCTOBER 24, 2013 BOARD MEETING [R02-120513] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously approved the minutes of the Regular Session meeting dated October 24, 2013.**

9. BIDS

- Microsoft Client Access Services
Bids for 128 standard and 42 enterprise licenses were solicited from the following companies:
 - a. CDW - \$11,398.30;
 - b. SHI - \$11,830.00;
 - c. PC Connections - \$11,846.42.

[R03-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to staff for review and recommendation for purchase order during item 16.2 on this agenda.

- Phone Switches (Phone System)
Bids for a new phone system were solicited from the following companies:
 - a. Plus 6 - no bid submitted;
 - b. PC Connection - no bid submitted;
 - c. GHA - no bid submitted; and
 - d. CDW - \$132,867.33.

[R04-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to staff for review and recommendation for purchase order during item 16.3 on this agenda.

- 2014 Reserve Study/2016 Update – Specialist Contract Bids
Bids were received from the following companies:
 - a. Complex Solutions - \$32,080
 - b. Criterium Mc Williams - \$72,900
 - c. RSI Reserve Studies - \$45,700
 - d. Better Reserve Studies - \$48,150
 - e. Association Reserve Consultants - \$33,800
 - f. Association Reserves NV LLC - \$35,270
 - g. QED Labs - \$28,681
 - h. Resource 1 Building Consultants - \$34,550
 - i. Reserve Data Analysis, CAL LLC - \$30,690
 - j. Hughes Reserve and Asset Management - \$41,300
 - k. Reserve Advisors - \$37,700
 - l. Blackpointe - \$31,010

[R05-120513] UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to refer the bids to the Reserve Study Work Group for analysis and recommendation presented at the January 23, 2014 regular Board meeting.

AA 001523

- Any Other Bids received as of December 4, 2013
Bids were received for eight replacement table tennis tables from the following companies:
 - a. Sport Squad - \$6,400.00 (refurbished);
 - b. Joola North America LLC - \$11,199.60;
 - c. Rollins Specialities - \$11,600.00

[R06-120513] UPON motion duly made by Dan Forgeron and seconded by Mike Carey, the Board unanimously voted to accept the bids and forward the bids to management for review and recommendation presented at the January 23, 2014 regular Board meeting.

10. COMMUNITY MANAGER’S REPORT

Assistant Community Manager Gary Leobold provided the Community Manager’s Report which included an update of December events in the community, an update on the Annual Members’ meeting in late November, an update on the holiday schedule for the three on-site buildings and a recognition of the outstanding work performed by Barb Mowry, who was recently promoted from her SCA position to a position at FSR corporate. (See Attachment #2)

11. INVESTMENT REPORT

There were no investment transactions for the month of October 2013.

12. FINANCIAL REPORT

The Finance Committee completed its review of the unaudited financial statements prepared by FSR for the nine months ending September 30, 2013. A presentation of the financial highlights as of the end of the third quarter of 2013, which includes a summary of actual financial performance compared to budget, will be presented at the Board meeting. After the Board meeting, the unaudited financial reports as of September 2013, the unaudited financial reports for the nine months ending on September 30, 2013, and the slide presentation by the Finance Committee to the Board will be available on the SCACAI web site.

ACTION ITEM

1. The Treasurer and Assistant Treasurer recommend that in compliance with NRS 116.31083 that the Board acknowledge it has reviewed the unaudited September 2013 year-to-date financial statements of the Association, a year-to-date schedule through September 30, 2013 of the Operating and Reserve accounts compared to the 2013 approved budget, bank statements prepared by the financial institutions, and the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.

[R07-120513] UPON motion duly made by Jim Mayfield and seconded by Jerry Gardberg, the Board unanimously acknowledges it has reviewed the unaudited September 2013 year-to-date financial statements of the Association, a year-to-date schedule through September 30, 2013 of the Operating and Reserve accounts compared to the 2013 approved budget, bank statements prepared by the financial institutions, and the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.

13. COMMITTEE REPORTS (Action May Be Taken)

A. Architectural Review Committee

At its October 23, 2013 meeting, the Architectural Review Committee welcomed the new members of the Subcommittee and voted to change ARC member term limits. For

AA 001524

the month of October the Architectural Review Subcommittee reviewed 77 plans for exterior modifications.

ACTION ITEM

1. Approve the recommendation to revise Architectural Review Committee member term limits to four consecutive years with an option to renew for an additional two years at the Committee's request.

[R08-120513] Dan Forgeron made a motion to revise the Architectural Review Committee member term limits to four consecutive years with an option to renew for an additional two years at the Committee's request. The motion was seconded by Jerry Gardberg. After a discussion, Dan Forgeron then moved to substitute a motion to approve the reappointment for an additional two-year term of one of the three ARC members whose terms expire on 12/31/2013, with this member to be selected by the ARC. The substitute motion was seconded by Jerry Gardberg. The substitute motion passed unanimously. This motion therefore replaced the original motion.

B. Communications Committee

ACTION ITEMS

1. Approve the recommendation to revise the SCA Print Style Guide, September 2013 concerning SCA social media submissions for all standing committees, service clubs and clubs.

This item will be carried over to the January regular Board meeting.

2. Approve the updated Communication Committee Strategic Plan for 2013.

[R09-102413] UPON motion duly made by Bella Meese and seconded by Mike Carey, the Board unanimously voted to approve the updated Communication Committee Strategic Plan for 2013.

C. Community Lifestyle Committee

ACTION ITEMS

1. Approve Charles V. Naill to serve a two-year term on the Community Lifestyle Committee beginning January 1, 2014.

[R10-102413] UPON motion duly made by Mike Carey and seconded by Bella Meese, the Board unanimously voted to approve Charles V. Naill to serve a two-year term on the Community Lifestyle Committee beginning January 1, 2014.

D. Covenants Committee

At its November 2013 meeting, the Covenants Committee reviewed two cases. The cases involved were one CC&R violation and one Design Guidelines violation.

NO ACTION ITEMS

E. Election Committee

ACTION ITEM

1. Approve the 2014 Election Manual and Election Calendar as presented.

[R11-120513] UPON motion duly made by Mike Carey and seconded by Jim Mayfield, the Board voted unanimously to approve the 2014 Election Manual and Election Calendar as presented.

AA 001525

F. Finance Committee

The Finance Committee reviewed and accepted the monthly unaudited Summary Financial Statements as of September 30, 2013 and the related Quarterly Analysis and recommended that they be forwarded to the SCA Board for acceptance.

ACTION ITEMS

1. Accept the unaudited SCACAI Summary Financial statements as of September 30, 2013 and the related Quarterly Narrative Analysis as revised and accepted by the Finance Committee subsequent to the November 13, 2013 Finance Committee meeting.

[R12-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to accept the unaudited SCACAI Summary Financial statements as of September 30, 2013 and the related Quarterly Narrative Analysis as revised and accepted by the Finance Committee subsequent to the November 13, 2013 Finance Committee meeting.

2. Approve Ira Adler and Barry Goldstein to serve two-year terms on the Finance Committee beginning January 1, 2014.

[R13-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to approve Ira Adler and Barry Goldstein to serve two-year terms on the Finance Committee beginning January 1, 2014.

3. Approve the return of excess working capital to Pinnacle in the amount of \$125.00 for each unit.

[R14-120513] UPON motion duly made by Jim Mayfield, and seconded by Jerry Gardberg, the Board voted unanimously to approve the return of excess working capital to Pinnacle in the amount of \$125.00 for each unit.

Jim Mayfield thanked outgoing Committee members Don Davidson and Al Glickman for their contributions to the Association.

G. Golf Course Liaison Committee

NO ACTION ITEMS

H. Health and Fitness Committee

NO ACTION ITEMS

I. Properties and Grounds Committee

At its November meeting, the Property and Grounds Committee approved a pull-down screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for the 2015 Capital Budget and denied the bocce court modification (PIRF 11042012-03 by Forrest Fetherolf) and horseshoe pit (PIRF 10302013-01 by Tim Stebbins). They also accepted seven PIRFs for further vetting.

ACTION ITEMS

1. Approve the eight locations for the pet waste stations.

[R15-120513] UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to approve the eight locations for the pet waste stations, as follows:

- Olivia Heights Ave. at Sun City Anthem Dr. (northwest corner);
- Lewiston Place and Shadow Canyon Dr. near 2187 Ocean Grove Ave.;
- Near 2548 Thatcher Ave. at Evening Sky Dr.;
- Warrington Dr. near Harrisburg St. near electric box HHH27549;
- Southwest corner Anthem Pkwy. at Alyssa Jade Dr.;
- Near 2974 Gettysburg Ave. at Morganton Dr.;

AA 001526

- Close to 2195 Shadow Canyon near Ocean Grove and;
- Anthem Pkwy south of Atchley Dr.

2. Approve the pull-down screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for inclusion in the 2015 Capital Budget.

[R16-120513] UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to approve the motorized screen for the Penn Room (PIRF 0822203-01 by John Waterhouse) for inclusion in the 2015 Capital Budget.

3. Acknowledge seven PIRFs will receive further vetting for 2015 Capital Budget.
- Reclassify new vegetation for lot in Model Village (PIRF 11042013-01 by Robert Peck);
 - Community Patrol Building Expansion (PIRF 11042013-04 by Mike Waterhouse);
 - Miniature Golf (PIRF 080202013-01 by David Berman);
 - Liberty Center Parking Lot Expansion (PIRF 09272013-02 by Dwight Luerssen);
 - Additional Tennis Court (PIRF 08192013-01 by Ed Ritz);
 - Croquet Field (PIRF 11112013-01 by Ronald Johnson); and
 - Shuffleboard Overlay (PIRF 11042013-02 by Forrest Fetherolf).

No Board action was required on these items. Dan Forgeron thanked outgoing Committee members Bill Beckman and Mike Picciano for their contributions to the Association.

14. **AD-HOC WORK/ADVISORY GROUPS**

A. Annual Audit Task Force

NO ACTION ITEMS

B. Guest Policy Task Force

NO ACTION ITEMS

C. Management Agreement Negotiating Team

Jim Mayfield provided a progress report to the Board (see Attachment #3).

NO ACTION ITEMS

D. Proactive Community Standard Enforcement Task Force

NO ACTION ITEMS

E. Reserve Study Work Group

NO ACTION ITEMS

F. Restaurant Liaison

Dan Forgeron provided an update to the Board.

NO ACTION ITEMS

G. Villa/Pinnacle Advisory Groups

NO ACTION ITEMS

H. Volunteer Coordinator

Bella Meese provided an update to the Board.

NO ACTION ITEMS

AA 001527

15. **SERVICE GROUPS**

A. Community Patrol

Bella Meese announced that the election of officers will be on the January Board of Directors meeting agenda.

Operational Statistics for the month of OCTOBER 2013:

Volunteers for Month	141	Vacation Home Checks	1421
Volunteer Hours	2817.5	Parking Reminders	23
Open Garage Doors	78	Vehicles - Miles Driven	8000
911 Lights	1		

NO ACTION ITEMS

B. Community Service Club

Operational Statistics for the month of OCTOBER 2013:

Calls Received	248	Other Assistance	467
Home Maintenance Provided	99	Monthly Support Groups	7
Equipment Provided	100	Support Group Attendance	203
Transportation Provided	4		

NO ACTION ITEMS

C. Sun City Anthem Television

ACTION ITEM

1. Approve the policy for SCA-TV Coverage of SCA HOA Standing Committee Proceedings.

Bella Meese requested that the Board take no action on this item at this time.

16. **EXPENDITURES AND CONTRACTS**

1. Reserve Item – Anthem Outdoor Pool Resistance Pump

Bids were received from American Pool Supply, Inc. for \$2805.08, Leslie's Pool Supplies for \$2,918.69 and SCP Distributors for \$3,572.40. Facilities staff recommended acceptance of the bid from American Pool Supply, Inc., in the amount of \$2805.08.

[R17-120513] **UPON motion duly made by Dan Forgeron and seconded by Bella Meese, the Board unanimously voted to accept the bid from American Pool Supply, Inc., in the amount of \$2805.08.**

2. 2014 Capital Item – Microsoft Client Access Licenses

Bids for 128 Standard and 42 Enterprise Licenses (CALs) were received from CDW of \$11,398.30, from SHI in the amount of \$11,830.00, and PC Connection in the amount of \$11,846.42. Facilities staff recommended acceptance of the bid from CDW, in the amount of \$11,398.30.

[R18-120513] **UPON motion duly made by Dan Forgeron and seconded by Jerry Gardberg, the Board unanimously voted to accept the bid from CDW, in the amount of \$11,398.30.**

3. Reserve Item – Phone System and Switches

The bids to supply the goods and installation services for the Cisco Call Manager were requested from four companies: Plus 6, PC Connection, GHA, and CDW. Of these, only CDW responded to the bid request, with a total project cost of \$132,867.33.

[R19-120513] **UPON motion duly made by Dan Forgeron and seconded by Jim Mayfield, the Board unanimously voted to authorize the placement of a purchase order with CDW not to exceed \$132,867.33.**

AA 001528

17. REVIEW OF BAD DEBT & WRITE-OFFS

The Board of Directors, in Executive Session on December 5, 2013, reviewed the possible write off of \$24,568.94 from three accounts.

ACTION ITEM

1. Approve a write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94 that is outside of the nine-month super priority lien.

[R20-120513] UPON motion duly made by Jean Capillupo and seconded by Jim Mayfield, the Board unanimously voted to authorize the write off of bad debt for three accounts reviewed at the December 5, 2013 Executive Session meeting in the amount of \$24,568.94, that is outside of the nine-month super priority lien.

18. OTHER BUSINESS

1. Analysis of Sun City Anthem audio/video systems

[R21-120513] Bella Meese made a motion to have the Board direct staff to develop and issue an RFP for the hiring of an Audio Visual Consultant to perform a complete analysis of all Sun City Anthem audio/video systems and equipment and to determine and make recommendations for current and future audio visual equipment use, upgrades and purchase and that this contract shall not exceed \$10,000.00. Dan Forgeron seconded the motion.

Jim Mayfield made a motion to amend the original motion to limit the limit of the contract to \$6,000.00. This motion had no seconder.

The Board then passed the original motion 5-1, with Dan Forgeron, Jerry Gardberg, Mike Carey, Bella Meese and Jean Capillupo voting in the affirmative and with Jim Mayfield voting in the negative.

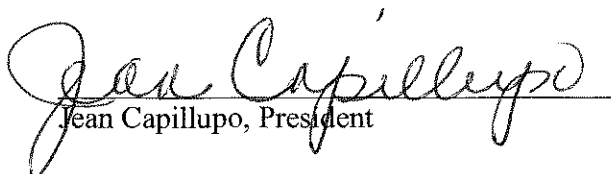
19. MEMBER COMMENTS

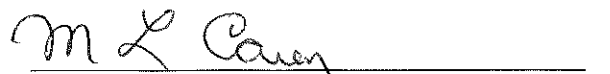
Two residents spoke on the following topics during the member comment period: the first speaker had comments with respect to the Villas/Pinnacle areas, and had questions on Pinnacle construction defect projects. The second speaker had questions regarding the new term structure for the Architectural Review Committee voted on by the Board earlier in the meeting.

20. ADJOURNMENT

The meeting was adjourned at 8:37 p.m.

Approved by


Jean Capillupo, President


Jim Long, Secretary
Mike Carey - Asst. Secretary

AA 001529

Attachment #1

**SCA Regular Board Meeting, December 5, 2013, 6:30 p.m.
President's Report**

I hope all residents of Sun City Anthem enjoyed a delightful Thanksgiving with friends and family.

On Thursday, November 21st, our Board hosted the Annual Members Meeting for Sun City Anthem. There were 40 homes represented at that meeting. The Annual Budget for 2014 was automatically ratified and homeowners spoke on a variety of topics.

As we approach the new year, our Board is looking forward to resuming its work on a Policy Manual, reviewing and organizing policies from the past and setting new standards for the future. If you attended any of our sessions dealing with development of this manual, which started last January with an introduction to the tenets of Policy Governance, you know what an in-depth effort this has been. I am anticipating that we will hold additional meetings, each of which will likely last most of a day – one next month and another in February. Please watch the January and February Spirit magazines for notice of these activities.

Another effort that will continue into the early months of the new year is the negotiation with FSR for a new management contract. If you have followed this multi-year process, you know that three of our Board members, Jim Long, Jim Mayfield and Dan Forgeron, are representing us in this process. Our Board is seeking a new way of operating that will result in a more integrated management approach capitalizing on FSR corporate assets and offering greater coordination with FSR on-site personnel. Later in this meeting, Jim Mayfield will provide us an update to their efforts.

At each executive session, your Board considers appropriate action regarding homeowners in our community who fall behind in paying their assessments. Last month, we took action to foreclose on the liens of five properties, and this month, at this afternoon's session we considered other seriously delinquent accounts. It is important to note that the vast majority of our neighbors meet their financial responsibilities to the Association. There are a very few, however, who do not. As I stated in the President's Report in this month's Spirit, we believe that it is not in the best interests of our Association for your Board to sit back and allow certain homeowners to continually neglect their financial responsibilities to our neighbors. I am pleased to report that of the five homes the Board took action on in October, at least one has paid their balance in full. We also determined that another home was foreclosed on by the City of Henderson. The Association did not and will not receive any funds as a result.

I plan to continue the discussion of the foreclosure process in the January Spirit, providing more detail on the impact, financial and otherwise, to the Association.

At this afternoon's executive session, our Board approved the initiation of foreclosure on nineteen homes. This process will continue after the first of the year.

Jean Capillupo

AA 001530

CAM REPORT – DECEMBER 5, 2013

On behalf of the FirstService Residential staff both on-site and at the corporate office, I'd like to wish everyone present tonight a safe and happy holiday season!

There are some events over the next few weeks that are not to be missed. These include:

- First Friday Health and Wellness seminar – Friday, December 6th at 9 am in the Morris-Nelson Room at Independence Center;
- Jingle Bell Walk on Saturday Dec 7th, starts 8 am at Independence Center;
- Holiday Club Fair – Saturday Dec 7th in the Grand Ballroom, from 8 am to noon;
- HopeLink Charity Toy Drive, collecting toys for local homeless children. Drop boxes are at all three buildings and the collection runs until Tuesday, December 10th;
- Holiday shows, including Kelly Clinton, performing at Freedom Hall at 8 pm on Friday, December 20th, and Holidays in Harmony at Freedom Hall at 7 pm on Friday, December 13th and 3 pm on Sunday, December 15th;
- And the big event, the New Year's Eve party at Vic's Restaurant and Hanneman Hall. The event is casino-themed, and tickets are on sale until Sunday, December 22nd. Doors open at 6 pm and ticket prices are \$100 for Hanneman Hall seating and \$125 for restaurant seating.

The Annual SCA Members Meeting was held on Thursday, November 21st. There were a total of 47 households represented.

Our holiday schedule is: Saturday, December 7th, the Admin Office will be open from 9 am to 1 pm. Christmas Eve, AC Fitness Center and the Gallery and restaurant close at 4pm. IC and LC close at noon. All facilities are closed on Christmas Day. On New Year's Eve, AC Fitness Center and the Gallery/restaurant close at noon to prepare for the New Year's Eve Party. IC and LC close at noon.

Finally, I would like to recognize the excellent work that has been done by Barbara Mowry in the Admin Office. She has been promoted to Corporate Training Facilitator at FSR's corporate office and her last day with SCA is Friday. She has been a very important member of our on-site team, with duties ranging from assistance with the Board Book process to coordinating safety and training activities. Her competent and cheerful presence will be greatly missed.

AA 001531

PROGRESS REPORT FROM MANAGEMENT COMPANY CONTRACT
NEGOTIATING TEAM
DECEMBER 5, 2013

We have made substantial progress in defining the changes in operating practices our Association will expect from FSR under the new contract.

The crux of our negotiations has been our belief that we can achieve better performance by transitioning to a new operations model that fully integrates and aligns all FSR resources. It has taken time to work with FSR management to reach agreement on the details of this new operating model and the best implementation strategy.

We now expect to be able to conclude negotiations in time to hold a public information workshop on the new contract next February, and present the new contract for consideration by our Board at its February meeting.

On a cautionary note, key provisions of the new contract and the wording of the contract itself must still be agreed upon. We do not anticipate these issues will result in a delay from the schedule I have outlined, but if a delay becomes necessary, we will notify you of the change.



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
ADVISORY OPINION

Subject: Executive Session Agenda	Advisory No. 12-05-116	5 pages
	Issued By: Real Estate Division	
	Amends/ Supersedes	N/A
Reference(s): NRS 116.31085(3),(4),(7); NRS 116.31083(5); NRS 116.3108(4); NRS 116.310305		Effective Date: November 15, 2012

QUESTION:

How detailed do executive board agendas need to be when the board meets in executive session?

SHORT ANSWER:

The agendas for executive board meetings held in executive session need to be detailed enough to show owners that the board is discussing only those items permitted by NRS 116.31085(3) and include clear and complete statements of the topics and actions possible.

ANALYSIS OF THE ISSUE:

According to NRS 116.31083(5), meetings of an association's executive board must comply with the provisions of subsection 4 of NRS 116.3108. NRS 116.3108(4) concerns meetings of unit owners and requires an agenda to state:

- (a) A clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to the declaration or bylaws, any fees or assessments to be imposed or increased by the association, any budgetary changes and any proposal to remove an officer of the association or member of the executive board.
- (b) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items. In an emergency, the units' owners may

AA 001533

take action on an item which is not listed on the agenda as an item on which action may be taken.

(c) A period devoted to comments by units' owners regarding any matter affecting the common-interest community or the association and discussion of those comments. Except in emergencies, no action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to paragraph (b).

Except as otherwise provided in NRS 116, the agenda for a meeting of the executive board held in executive session should comply with the foregoing requirements. Due to the provisions of NRS 116.31085(7), unit owners are not entitled to attend or speak at a meeting of the executive board held in executive session, so the agenda need not include the provisions of subsection (c) above. The executive session agenda is also limited by NRS 116.31085(3).

NRS 116.31085(3) provides for the only matters the board can discuss in executive session. It states:

An executive board may meet in executive session only to:

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) Except as otherwise provided in subsection 4, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to NRS 116.310305 if the alleged failure may subject the unit's owner to a construction penalty.

While meetings in executive session concern confidential matters that may not be disclosed on an agenda, the agenda for a meeting held in executive session must be clear enough to show unit owners that those items in NRS 116.31085(3) are the only items that will be discussed. The board can consult with their attorney regarding proposed or pending litigation provided those discussions are privileged under NRS 49.035 to 49.115, inclusive. The board can discuss only the character, alleged misconduct, professional competence, or physical or mental health of the community manager or employee. The board can also discuss violations of governing documents and failures of a unit owner to follow a schedule pursuant to NRS 116.310305, if a fine is possible. If the board is discussing these items, the executive session agenda should be clear enough to show the matters fall in one of these categories.

AA 001534

For example, consider the following agenda which is not clearly stated:

ABC HOA
BOARD OF DIRECTORS
EXECUTIVE SESSION
AGENDA
JUNE 26, 2012, 5:30 PM

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. APPROVE MINUTES
May 26, 2012
- IV. APPEALS
- V. ACCOUNT REQUESTS
- VI. LEGAL
- VII. PERSONNEL
- VIII. REVIEW OF BAD DEBT & WRITE-OFFS
- IX. ADJOURNMENT

“Appeals” – It is not clear what is being discussed for this item. If “Appeals” concerns appeals from violation hearings in which a fine was imposed, such matters could be heard in executive session, but it needs to be clear that the discussion is related to a unit owner’s violation of the governing documents.

“Account Requests” – It is not clear what this is referring to. Records requests may not be discussed in executive session. Every item must fit in one of the limited categories for executive session meetings.

“Legal” – In order for any legal discussions to take place, the association’s attorney must be present and the discussion must qualify as privileged under NRS 49.035 to 49.115, inclusive. Discussions of case strategy would be privileged, but a procedural update on litigation status is not privileged and should not be discussed in executive session. Likewise, if the association’s attorney is not present, no legal discussions should be taking place in executive session unless it is covered by another category. The agenda should be clear why the discussion is being held in executive session.

“Personnel” – Only those matters concerning character, alleged misconduct, professional competence, or physical or mental health of an employee can be discussed in executive session. It must be clear from the agenda how the discussion falls in one of those categories.

“Review of Bad Debt & Write-Offs” – The amounts of bad debt and write-offs are not subject to discussion in executive session. If the board wants to discuss specific unit owners’ violations of governing documents that can be discussed in executive session, but

AA 001535

the amounts the board intends to write-off as bad debt is not something that is decided in executive session.

To show compliance with NRS 116.31085(3) and NRS 116.31083(5) and NRS 116.3108(4), the agenda could be re-written to provide as follows:

ABC HOA
BOARD OF DIRECTORS
EXECUTIVE SESSION
AGENDA
JUNE 26, 2012, 5:30 PM

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. APPROVE MINUTES
May 26, 2012
- IV. APPEALS
 - 1. Deliberate regarding unit owner appeals from imposition of fines by Committee.
 - 2. Take action on appeal requests.
- V. LEGAL
Discussion with Association attorney, _____, regarding case strategy for pending litigation matter _____ v. _____ and possible litigation matter involving violation of governing documents by particular unit owner.
- VI. PERSONNEL
 - 1. Discussion of complaints regarding association employee.
 - 2. Possible Action regarding employee.
- VII. REVIEW OF BAD DEBT & WRITE-OFFS
 - 1. Discussion of collectability from particular unit owners and potential write-offs for same.
 - 2. Write-off amounts to be discussed and decided in next regular session.
- VIII. ADJOURNMENT

///

///

///

ADVISORY CONCLUSION:

All associations are required to follow the procedures set forth in their governing documents, but at a minimum, the agenda for executive session meetings must include a clear and complete statement of the topics and action to be taken such that it is clear how the item is entitled to be discussed and decided in executive session. Associations may not include confidential information in the executive session agenda, but each executive session agenda item must clearly state how each item for discussion fits in the limited categories listed in NRS 116.31085(3).

THE **CLARKSON**
LAW GROUP, P.C.

Adam H. Clarkson, Esq.
Admitted in NV, CA, FL, SC, UT

James B. Fairbanks, Esq.
Admitted in NV, WA

Matthew J. McAlonis, Esq.
Admitted in NV, CA

John W. Aylor, Esq.
Admitted in NV, CA

Brian P. Nestor, Esq.
Admitted in NV, CA

May 12, 2017

Re: Sun City Anthem Community Association, Inc. – Association “Workshops”

Dear Unit Owner:

As you may be aware, The Clarkson Law Group, P.C. serves as general corporate counsel to the Sun City Anthem Community Association, Inc. (“Association”). The Association’s Board of Directors (“Board”) requested that our office prepare this correspondence that may be provided to the Association’s Membership to clarify existing law concerning common-interest communities (“associations”) and “workshops”.

For the purposes of this correspondence, “workshops” may be generally considered to constitute any discussion where a number of board members sufficient to constitute a quorum are present, but no corporate/association actions are taken. It is The Clarkson Law Group, P.C.’s position that association workshops cannot be regulated, prohibited, or required to be noticed under existing Nevada law.

I. Background

This correspondence explains why “workshops” (as defined herein) cannot be regulated, prohibited, or required to be noticed under Nevada law by addressing three (3) important points: (1) the Virginia City Highlands matter did not create controlling legal precedent regarding “workshops”; (2) Nevada law governing community associations and corporations does not prohibit “workshops”; and (3) “workshops” allow association board members to conduct proper due diligence in furtherance of fulfilling their fiduciary duties.

II. The Virginia City Highlands Matter Did Not Create Legal Precedent

The Virginia City Highlands Property Owners Association (VCH) “workshop” dispute settlement was published in the summer 2009 issue of Community Insights. The matter does show that real estate division investigators, at that time, were open to investigating allegations that a “workshop” is prohibited by Nevada law. However, the publication does not stand for the proposition that the Commission *found* that “workshops” are not permitted.¹

The published resolution of the matter was merely a stipulated resolution of the claim, which means VCH’s claim was resolved prior to being set before the Commission. In criminal law terms, the resolution could be analogized to a plea bargain. Of course, as the matter implicates a civil fine, the

¹ Specifically, Chairman Buckley of the Commission for Common-Interest Communities and Condominium Hotels (“CCICCH”) stated in a workshop conducted on December 7, 2011, that the Virginia City Stipulation was not an opinion on whether workshops violate Nevada law. Chairman Buckley further stated that the Virginia City Stipulation is not law. See CCICCH Meeting Minutes, December 7, 2011 at page 19.

resolution is most analogous to an out of court settlement in a civil matter. Either way, the stipulated resolution does not reflect a finding of fact/fault made by the Commission.

In VCH, the Association’s settlement terms were a \$250 fine and permission to the Division to publish the settlement. Of course, simply having an attorney review the matter would cost in excess of \$250. Notably, fighting the matter, once time and money was involved, would have cost the VCH board an amount substantially in excess of the \$250 settlement. In short, the financial settlement utilized substantially less association funds than fighting for the association’s legal right to hold workshops.

III. Nevada Law Does Not Prohibit “Workshops”

The reason that “workshops” cannot be regulated or prohibited is that they are not a corporate action that is properly capable of regulation. Corporations may only act in accordance with their governing documents (articles of incorporation & bylaws) and with the law governing corporations (both statutory and common law). Where a corporation acts outside of such authorities the action is either void or voidable.

Prior to the adoption of Nevada Revised Statutes (“NRS”) 116 most, if not all, Nevada community associations were formed as non-profit entities under Title 7 of the Nevada Revised Statutes, which still applies to associations where NRS 116 is silent. NRS 82.271(2) allows the boards of a non-profit corporation to take action without a formal meeting by signing a written consent in lieu of taking the action at a formal meeting. This provision reflects the practical necessity of actions outside of meetings as well as the legal rules allowing for ratification of corporate actions. NRS 116.3108, 116.31083 & 116.31085 specifically address when corporate actions may take place at properly noticed and agendized meetings.² Of course, NRS 82.271(2), 116.3108, 116.31083 & 116.31085 are all corporate procedures that a corporation must follow in order to have a valid corporate action.³ Any alleged action taken without following such procedures would be either void or voidable (depending on the nature of the action).

Corporate actions are either valid, void, or voidable depending upon whether or not corporate procedure was properly followed. The reason it is relevant to properly notice and agendize a meeting under NRS 116.3108, 116.31083 & 116.31085 is because a failure to do so results in void or voidable corporate actions. This brings us to why “workshops” cannot be regulated, prohibited, or required to be noticed.

A true “workshop”, as the term is commonly used in the industry, is any discussion where a number of board members sufficient to constitute a quorum are present, but no corporate/association actions are taken. In the absence of an action there is no relevancy to NRS 82.271(2), 116.3108, 116.31083 & 116.31085 (the sections do not apply) because there is no act that may be valid, void, or voidable. ***There is no need, nor appropriate legal recourse, for noticing and agendizing a non-occurrence/non-action.***

² Commissioner West of the CCICCH stated that “workshops are very important so long as associations follow NRS 116 and do not make decisions.” CCICCH Meeting Minutes, December 7, 2011 at page 19.

³ Commissioner Watkins stated that he considers taking “an action” voting on an issue. See CCICCH Meeting Minutes, December 7, 2011 at page 19.

IV. “Workshops” Allow Association Board Members to Conduct Proper Due Diligence in Furtherance of the Fulfillment of Their Fiduciary Duties

Association board members “are fiduciaries and shall act on an **informed basis**, in good faith and in the honest belief that their actions are in the best interest of the association.” See NRS 116.3103(1) (emphasis added). In accordance with their fiduciary duties under NRS 116.3103(1), association board members must conduct proper due diligence. For example, when considering the hiring of a professional service provider, such as a general contractor, landscaper, or accountant, board members, acting in their capacity as board members, may wish to tour a service provider’s facilities to obtain a better understanding of the services they provide and the methods in which those services are provided. Touring of service providers’ facilities, of course, is not an activity that may be practically or feasibly accomplished through an association board meeting, but if “workshops” were prohibited an association’s board would be prohibited from conducting such tours.

In furtherance of their fiduciary duties under NRS 116.3103(1), board members, in their capacity as board members, may also attend and participate in common-interest community related training and/or educational classes that serve to better the board members’ knowledge of matters related to their association and in turn allow board members to act upon a better informed basis of knowledge. For example, the Nevada Real Estate Division (“NRED”) provides educational classes for association board members. If “workshops” were prohibited association boards would have to elect that only certain board members may attend the educational classes so as to prevent a quorum of the board members from being present at the classes and thereby violating the theoretical prohibition of “workshops”.

If “workshops” were to be prohibited, board members’ efforts to conduct such due diligence activities and to further their knowledge and understanding of common-interest community issues would be inhibited, negatively impacting association board members’ fulfillment of their fiduciary duties. *Accordingly, the prohibition of “workshops” would lead to absurd results that would in effect inhibit association board members from complying with their fiduciary duties under NRS 116.3103(1). As such, under both legal and practical standards, workshops are not and should not be prohibited.*

V. Conclusion

“Workshops” are not prohibited by Nevada law and cannot be regulated, prohibited, or required to be noticed.

Very Truly Yours,

THE CLARKSON LAW GROUP, P.C.

/s/ John W. Aylor

John W. Aylor, Esq.

AA 001540

Exhibit 6

PROPOSED FINDINGS OF FACT

- 7/22/04** Hansen 7/15/04 Western Thrift Deed of Trust , Joan H. Anderson, Trustee and MERS as nominee for the beneficiary was recorded
- 8/27/08** Title to the property was transferred from Gordon Hansen to Gordon B. Hansen Trust
- 1/14/12** Gordon Hansen died. Payments on the Western Thrift DOT ceased. SCA owner Tobin became the executor of the estate and 50% beneficiary, and sole trustee of the GBH Trust
- 2/14/12** Tobin paid SCA assessments for the quarter ending 3/31/12 and listed the property for sale with SCA owner Doug Proudfit.
- 4/12/12** BANA recorded an assignment of the beneficial interest of the Western Thrift DOT to BANA but there is no notary record of this act, and BANA never claimed to own the DOT after this date.
- 4/12/12** **DOT assignment to BANA did not convey the beneficial interest in the DOT**
- 4/26/12** SCA stamped received on check 127 for \$274 assessments for quarter ending 6/30/12.
- 8/10/12** Tobin accepted Sparkman 8/8/12 \$310, 000 short sale purchase offer ,pending lender approval with the proviso that the seller's costs were to be paid by the lender .
- 10/3/12** Tobin paid assessments for the property through the quarter ending 9/30/12 and provided the HOA instructions to work with the listing agent.
- 10/3/12** Tobin gave notice to the HOA the owner died, the house had been sold, the new owners were moving in shortly, and assessments would be paid out of escrow.
- 10/16/12** Sparkman moved in pending lender approval of the sale.

AA 001541

- 10/29/12** BANA sent the Estate of Gordon Hansen notice that the DOT had a balance of \$389,000 in default, BANA was the servicer and Wells Fargo was the noteholder that had standing to foreclose, but there was never any formal action (notice of default) to foreclose after this date
- 1/5/13** BANA said investor rejected the short sale
- 4/4/13** BANA demanded \$395,000 -\$80,000 over appraisal
- 4/30/13** \$825 for nine months assessments were delinquent and \$75 in late fees were authorized
- 5/9/13** BANA's rep Miles Bauer tendered \$825 directly to RRFS with no notice to the executor, the listing agent, or the Title Company
- 5/10/13** Tobin accepted Mazzeo \$395,000 purchase offer pending lender approval
- 5/28/13** RRFS responded to a payoff demand claiming \$3,055.47 was due (when \$825 + \$75 late fees were due and owing)
- 6/24/13** BANA caused the Mazzeo full price sale to fail preventing \$3,055.47 been paid to SCA when escrow closed.
- 7/10/13** The property was taken off the market and Tobin initiated a deed in lieu process
- 2/12/14** RRFS published the **only** notice of sale advertising the sale was scheduled for 3/7/14
- 2/14/14** Leidy assured Tobin that the HOA would not sell it because the banks would pay the super-priority and stop the sale.
- 3/4/14 Tobin accepted a \$340,000 cash offer from Red Rock Regional Investors and opened escrow
- 3/7/14** No HOA foreclosure sale occurred on the only published date
- 3/28/14** Date of the RRFS ledger that was the last document provided to Leidy
- 4/18/14 NSM required the \$340K offer be placed on hold and the property put on www.auction.com to make sure it was the real market price.
- 5/8/14** Tobin signed to accept winning bid (\$367,500 incl. buyer's premium) from the www.auction.com public 5/4/14-5/8/14 auction required by NSM.
- 5/15/14** was one of the dates that RRFS said the sale might occur, but no sale occurred, and the Ombudsman record shows that no notice of any new sale date was given to the Ombudsman or published pursuant to NRS 116.311635
- 5/28/14 NSM negotiator, Veronica Duran messaged Leidy that NSM would pay \$1,100 to the HOA out of the MZK www.auction.com escrow
- 6/23/14** RRFS claims to have notified Leidy (somehow) and Tobin at her address and at the property address that the owner's request for a \$1,000 reduction had been denied, but no such notice was given and nothing in the SCA disclosures corroborates RRFS's version of reality

AA 001542

- 7/25/14** [NSM said beneficiary wanted more money and to reject the www.auction.com sale and raise the listing price to \\$390,000 and Leidy published that all the other liens were worked out and it should sell fast.](#)
- 7/30/14** Tobin demanded to know the name of the beneficiary before she put up with any more unreasonable demands from the mystery investor as relayed to Leidy by NSM, the servicing bank
- 8/1/14** Tobin signed the change orders as demanded by NSM, extended the listing with Leidy to 10/31/14 and raised the asking price to \$390,000
- 8/4/14** Blum countered Tobin's \$375,000 offer with \$358,800 offer that was pending lender approval to turn on the utilities for inspection when the surprise HOA sale occurred
- 8/13/14** Date of the Notice of Sanctions sent to Gordon Hansen to provide mandated notice pursuant to NRS 116.31031 and CC&Rs 7.4 that a hearing had been held and a fine of \$25
- 8/15/14** RRFS sold the property on 8/15/14 without any notice to the HOA membership, the owner, the listing agent, or any party who had made a good faith FMV offer.
- 8/22/14** **foreclosure deed was recorded including false recitals**
- 8/27/14** RTR entry showed \$2,701.04 "Collection payment PIF" but has not other entry to show that SCA sold the property or that \$63,100, or any other amount was collected from the sale
- 9/25/14** Date the HOA ownership records, the Resident Transaction Report, has an entry accepting a \$225 for a new owner fee from Jimijack, the second owner of record of the property
- 12/1/14** assignment of the DOT from BANA to NSM was after BANA recorded on 9/9/14 that BANA had conveyed its interest, if any, to Wells Fargo
- 12/1/14** assignment of the DOT from BANA to NSM was ignored by Jimijack when JJ sued BANA in this case
- 12/1/14** 1. NSM has not disclose any BANA's power on attorney to authorize that claim recorded on 12/1/14.
- 1/22/15** NSM recorded a Request for Notice, executed on 12/30/14, without acknowledging any of the claims of DOT assignment made on 4/12/12, 9/9/14, 12/1/14 or the foreclosure deed recorded on 8/22/14.
- 6/9/15** Two quit claim deeds were recorded, both of which were witnessed by a notary that said Thomas Lucas stood before her to execute a deed 1) to assign the property from Opportunity Homes to F. Bondurant LLC and 2) to assign the interest of F. Bondurant LLC to Jimijack

AA 001543

6/16/15 Jimijack sued the wrong bank for quiet title when it filed case A-15-720032-C, Jimijack v. BANA and SCA, in that BANA had no recorded claim of ownership on 6/16/15.

6/16/15 In case A-15-720032-C, Jimijack v. BANA and SCA, Plaintiff Jimijack had five

10/16/15 Default judgment entered against BANA and its assignees

1/11/16 In its complaint contains a false claim accompanied by a deceptive footnote

1/11/16 NSM v Opportunity Homes LLC failed to state a claim as it was filed against a party that had no recorded interest as of 6/9/15.

4/12/16 WFZ filed a DECL in support alleging that it had no notice of the Jimijack lawsuit because JJ had not recorded a Lis Pendens and not mentioning the property records search it had done for its 1/11/16 complaint against Opportunity Homes..

4/12/16 Despite Tobin's notice to NSM on 1/7/15 that the property had been sold and NSM's 1/22/15 recorded request for notice, and despite already have filed NSM v. Opportunity Homes on 1/11/16, NSM filed a motion to intervene and substitute as BANA in case A-15-720032-C

6/7/16 Order denying NSM's motion substitute as real party, to set aside the default against BANA and its assignees but granting right to intervene to make a claim

8/2/16 NSM AACC vs. Jimijack - not answered until 3/25/19

2/1/17 Tobin filed AACC vs. Jimijack - not answered until 3/13/17

2/1/17 Tobin filed cross COMP vs. Tom Lucas/Op Homes - never answered

2/1/17 Tobin filed cross COMP against SCA - not answered until 4/20/18

2/1/17 Tobin filed cross COMP against Yuen Lee - not answered until 3/13/17

2/5/19 SCA filed MSJ before it answered Tobin's ROGGs and RFDs and three weeks before end of discovery

2/12/19 NSM filed joinder SCA MSJ based on no knowledge to get rid of Tobin even if Tobin prevailed NSM's claims would be moot

2/21/19 NSM dismissed claims against OpHomes and Yuen Lee/F. Bondurant that had never answered

9/9/14 BANA assigned its interest in the DOT, if any, to Well Fargo effective 8/21/14. BANA had no recorded claim to title after 9/9/14

12/1/14 NSM filed its first claim to title as assignee of BANA, falsely claiming that it had BANA's power of attorney to record this claim


3/5/19 SCA got minute order granting MSJ after failing to notify th court of SCA's agreeing to extend the briefing schedule

3/8/19 NSM rescinded its 12/1/14 claim

AA 001544

- 3/8/19** NSM, acting as if it had Wells Fargo's power of attorney, claimed that Wells Fargo assigned its interest in the DOT to NSM
- 3/21/19** NSM filed MSJ against Jimijack and dismissed unjust enrichment - never answered
- 4/12/19** JJ-NSM continued the 4/23/19 hearing to 5/7
- 4/12/19** NSM filed a NOTS with Jimijack to trade Jimijack's five years of rents for NSM to get standing to foreclose on a note it does not own and to abridge Tobin's unadjudicated rights
- 4/22/19** Jimijack filed NTSO order continuing 4/23/19 hearing
- 4/23/19** hearing held with no notice to Tobin or Coppedge
- 4/29/19** Tobin accepted a \$340,000 cash offer from Red Rock Regional Investors and opened escrow
- 4/30/19** Tobin notice of lis pendens filed
- 5/1/19** Jimijack Irrevocable Trust records that it revoked its ownership of the property in favor of Joel Stokes who allegedly is living at 2763 White Sage
- 5/2/19** SCA files an opposition to motion to reconsider
- 5/3/19** NSM and Jimjack file joinders to oppose reconsideration
- 5/6/19** Tobin Lis Pendens is recorded
- 5/21/19** NSM-JJ inform the Court that they have already executed a deal but will hold off pending the outcome of the motion to reconsider

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 001546

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 001547

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



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 001549

3300 W. Sahara Avenue, Suite 350, Las Vegas, Nevada 89102-3203 Telephone: (702) 486-4033 Fax: (702) 486-4067
1818 E. College Parkway, Suite 110, Carson City, Nevada 89706-7986 Telephone: (775) 684-1900 Fax: (775) 687-4868

**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 001550

Compliance View Screen [update]

Case	2014-653	Date Created	02/18/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance Status	190-18-113-004 NOS - CLOSED SOLD TO THIRD PARTY	Date Received	02/13/2014	
Respondent ID	271951	How Received	LETTER	
Respondent	NADIA AKHTARZADEH	Receiving Board	RED	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail NADIA AKHTARZADEH 2584 PINE PRAIRIE AVE 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:	R808632	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Resolution
- Action Items
- Participants

Action Items [add]


Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created ▼	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		03/21/2014	03/21/2014	03/21/2014	03/21/2014	04/02/2014	Anne Moore
	Target: NADIA AKHTARZADEH Case Status: Status Changed To: Comments: 89052	NOS - CLOSED SOLD TO THIRD PARTY						
 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	Anne Moore
	Target: NADIA AKHTARZADEH Case Status: Status Changed To: Action Info: EFFECTIVE DATE OF NOS DEFAULT LIEN DATE ON NOS FORECLOSURE DATE ON NOS AMOUNT OF NOS APN ON NOS SALE AMOUNT Comments: 89052	PENDING NOS DATE OF SALE						

CERTIFIED

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


(Signature)
TERALYN LEWIS
 CLERK OF RECORDS
 Date Certified 4/2/19 AA 001551

Compliance View Screen [update]

Case	2014-2860	Date Created	07/29/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	190-18-613-021	Date Received	07/21/2014	
Compliance Status	PENDING NOS DATE OF SALE	How Received	LETTER	
Respondent ID	277873	Receiving Board	RED	
Respondent	JAMES KAUFMAN	Receiving Profession		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail JAMES KAUFMAN 2146 IDAHO FALLS DR HENDERSON, NV 89044	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R26055			
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Action Items
- Resolution
- Participants

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT Target: JAMES KAUFMAN						07/29/2014	BONNIE SCHMIDT
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	07/16/2014						
	DEFAULT LIEN DATE ON NOS	05/07/2009						
	FORECLOSURE DATE ON NOS	08/11/2014						
	AMOUNT OF NOS	4,150.56						
	APN ON NOS	190-18-613-021						
	Comments:	89044						

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	


Starting Effective Date: 05/07/2009
 Ending Effective Date:
 Date Closed:

Resolution Notes:

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

 Date Certified 4/2/18 AA 001552

Compliance View Screen [update]

Case	2014-303	Date Created	01/28/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	190-18-713-093	Date Received	01/27/2014	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	271187	Receiving Board	RED	
Respondent	ROBERT P FARRELL	Receiving Profession		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail ROBERT P FARRELL 2115 SANDSTONE CLIFFS DR HENDERSON, NV 89044	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R89972	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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 08/19/2011
 Ending Effective Date: 02/18/2014
 Date Closed: 02/18/2014

Resolution Notes:


Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	Target: ROBERT P FARRELL Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89044	02/18/2014	02/18/2014	02/18/2014	02/18/2014	02/24/2014	Anne Moore
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	Target: ROBERT P FARRELL Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter) Envelope: envelope.rtf Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 01/23/2014 DEFAULT LIEN DATE ON NOS 08/19/2011 FORECLOSURE DATE ON NOS 02/18/2014 AMOUNT OF NOS 6,709.88 APN ON NOS 190-18-713-093 SALE AMOUNT 54,000.00 Comments: 89044	02/18/2014	02/18/2014	01/28/2014	01/28/2014	01/28/2014	Anne Moore

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

 TERAHYN LEWIS
 CLERK OF RECORDS
 Date Certified 4/12/15 AA 001553

Compliance View Screen [update]

Case	2014-1204	Date Created	03/28/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance Status	191-13-313-003 PENDING NOS DATE OF SALE	Date Received	03/27/2014	
Respondent ID	273399	How Received	LETTER	
Respondent	CATHY BELL	Receiving Board	RED	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail CATHY BELL 2986 OLIVIA HEIGHTS AVE HENDERSON, NV 89052	Receiving Profession		
		Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R67471	Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

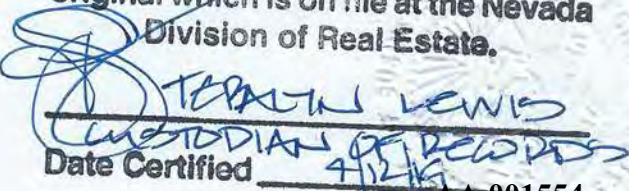
- Action Items
- Resolution
- Participants

Action Items [add]


Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		12/09/2014	12/09/2014	12/01/2014	12/01/2014	12/01/2014	BONNIE SCHMIDT
	Target: CATHY BELL							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	11/06/2014						
	DEFAULT LIEN DATE ON NOS	09/20/2010						
	FORECLOSURE DATE ON NOS	12/09/2014						
	AMOUNT OF NOS	5,566.64						
	APN ON NOS	191-13-313-003						
	Comments: 89052							
 NOS - 3 TRUSTEE SALE POSTPONED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		10/10/2014	10/10/2014	06/10/2014	06/10/2014	06/16/2014	Anne Moore
	Target: CATHY BELL							
	Case Status: Status Changed To:	PENDING NOS DISPOSITION						
	Comments: 89052							
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		04/17/2014	04/17/2014	03/28/2014	03/28/2014	03/28/2014	BONNIE SCHMIDT
	Target: CATHY BELL							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	03/25/2014						
	DEFAULT LIEN DATE ON NOS	09/20/2010						
	FORECLOSURE DATE ON NOS	04/17/2014						
	AMOUNT OF NOS	8,149.18						
	APN ON NOS	191-13-313-003						
	Comments: 89052							

CERTIFIED

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


 TERRELL LEWIS
 CUSTODIAN OF RECORDS
 Date Certified 4/2/15
 AA 001554

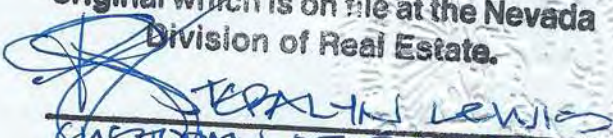
Compliance View Screen [update]

Case	2014-3372	Date Created	09/11/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	191-13-213-005	Date Received	09/20/2014	
Compliance Status	PENDING NOS DATE OF SALE	How Received	LETTER	
Respondent ID	279209	Receiving Board	RED	
Respondent Address	ESTATE OF RICHARD F JACOBS THE <input checked="" type="radio"/> Public <input type="radio"/> Mail <div style="border: 1px solid black; padding: 2px; width: fit-content;">ESTATE OF RICHARD F JACOBS THE 2921 HAYDEN CREEK TERR HENDERSON, NV 89052</div>	Receiving Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS)	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	PROCESS Bonnie Schmidt	
Comments:	R820281	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38 310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	

- Action Items
- Resolution
- Participants

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	ESTATE OF RICHARD F JACOBS THE	09/11/2014	09/11/2014	09/11/2014	09/11/2014	09/11/2014	BONNIE SCHMIDT
	Case Status:	Status Changed To:	PENDING NOS DATE OF SALE					
	Action Info:	EFFECTIVE DATE OF NOS	08/19/2014					
		DEFAULT LIEN DATE ON NOS	01/13/2014					
		FORECLOSURE DATE ON NOS	09/11/2014					
		AMOUNT OF NOS	4,130.10					
		APN ON NOS	191-13-213-005					
	Comments:	89052						

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

 STEPHANIE LEWIS
 CLERK OF RECORDS
 Date Certified 4/12/15
 AA 001555

Compliance View Screen [update]

Case	2014-671	Date Created	02/19/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance Status	191-14-511-001 NOS - CLOSED SOLD TO THIRD PARTY	Date Received	02/13/2014	
		How Received	LETTER	
		Receiving Board	RED	
		Receiving Profession		
Respondent ID	271983	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Respondent	PAUL D JELLEY	Received By	Bonnie Schmidt	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail PAUL D JELLEY 2167 MAPLE HTS CT HENDERSON, NV 89052	Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38 310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	
Complainant ID	123186			
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC			

Comments: R804657

- 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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 09/21/2012
 Ending Effective Date: 03/07/2014
 Date Closed: 03/07/2014

Resolution Notes:


Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore Target: PAUL D JELLEY	03/07/2014	03/07/2014	03/07/2014	03/07/2014		03/13/2014	Anne Moore
	Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT Target: PAUL D JELLEY	03/07/2014	03/07/2014	02/19/2014	02/19/2014		02/19/2014	Anne Moore
	Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 09/21/2012 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,413.26 APN ON NOS 191-14-511-001 SALE AMOUNT 6,500.00 Comments: 89052							

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

 JOPALYN LEWIS
 CLERK OF RECORDS
 Date Certified 4/2/14
 AA 001556

Compliance View Screen [update]

Case	2014-672	Date Created	02/19/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	190-06-214-036	Date Received	02/13/2014	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	271984	Receiving Board	RED	
Respondent	ESTATE OF MARGARET J PIASECKI THE	Receiving Profession	OMB - NOTICE OF SALE (NOS) PROCESS	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF MARGARET J PIASECKI THE 1382 COUPERIN DR HENDERSON, NV 89052	Received By	Bonnie Schmidt	
Complainant ID	123186	Priority	SOUTH	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
Comments:	R808648	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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 12/19/2012
 Ending Effective Date: 03/07/2014
 Date Closed: 03/07/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	03/07/2014	03/07/2014	03/07/2014	03/07/2014		03/13/2014	Anne Moore
Target: ESTATE OF MARGARET J PIASECKI THE Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89052								
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	03/07/2014	03/07/2014	02/19/2014	02/19/2014		02/19/2014	Anne Moore
Target: ESTATE OF MARGARET J PIASECKI THE Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS DEFAULT LIEN DATE ON NOS: 12/19/2012 FORECLOSURE DATE ON NOS: 03/07/2014 AMOUNT OF NOS: 4,723.62 APN ON NOS: 190-06-214-036 SALE AMOUNT: 100,100.00 Comments: 89052								

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

TERALYN LEWIS
 CUSTODIAN OF RECORDS
 Date Certified: 4/12/18 AA 001557

Compliance View Screen [update]

Case	2012-1997	Date Created	07/10/2012	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	190-06-410-083	Date Received	07/09/2012	
Status	NOS - CLOSED SOLD TO THIRD PARTY	Date Reopened	12/04/2013	
Respondent ID	247073	How Received	LETTER	
Respondent	EUGENE SEEBACHER	Receiving Board	RED	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail EUGENE SEEBACHER 2532 GRANDVILLE AVE 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	Anne Moore	
Comments:	R62935	Priority	SOUTH	
		Alleged Issues	OMB NOS - NRS 116.31162, 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:	• OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
Worker:	Anne Moore	Resolution:	• OMB NOS - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 06/04/2010
 Ending Effective Date: 01/02/2014
 Date Closed: 01/02/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		01/02/2014	01/02/2014	01/02/2014	01/02/2014	01/09/2014	Anne Moore
	Target: EUGENE SEEBACHER							
	Case Status: Status Changed To:	NOS - CLOSED SOLD TO THIRD PARTY						
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		01/02/2014	01/02/2014	12/04/2013	12/04/2013	12/04/2013	Anne Moore
	Target: EUGENE SEEBACHER							
	Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter)							
	Envelope: envelope.rtf							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	11/26/2013						
	DEFAULT LIEN DATE ON NOS	06/04/2010						
	FORECLOSURE DATE ON NOS	01/02/2014						
	AMOUNT OF NOS	8,680.50						
	APN ON NOS	190-06-410-083						
	SALE AMOUNT	25,500.00						
	Comments: 89052							
NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		08/03/2012	08/03/2012	08/03/2012	08/03/2012	08/20/2012	Anne Moore
	Target: EUGENE SEEBACHER							
	Case Status: Status Changed To:	NOS CLOSED						

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


 Date Certified 4/12/14

AA 001558

Comments: 89052
 NOS - 1 SEND OMB - NOTICE OF SALE (NOS) 08/03/2012 08/03/2012 07/10/2012 07/10/2012
 NOTIFICATION LETTER PROCESS, Anne Moore 07/10/2012 Anne Moore
 (NOTICE REC'D)
 Target: EUGENE SEEBACHER
 Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Prevlew Letter)
 Envelope: envelope.rtf
 Case Status: Status Changed To: PENDING NOS DATE OF SALE
 Action Info: EFFECTIVE DATE OF NOS 07/06/2012
 DEFAULT LIEN DATE ON NOS 06/04/2010
 FORECLOSURE DATE ON NOS 08/03/2012
 AMOUNT OF NOS 5,801.31
 APN ON NOS 190-06-410-083
 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 4/2/12
 AA 001559

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		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								

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 001560

Compliance View Screen [update]

Case	2014-1357	Date Created	04/09/2014	<ul style="list-style-type: none"> Audit Entry Items Documents Notes Disciplines Participants Add Discipline 	
Legacy Compliance	190-18-312-003	Date Received	04/08/2014		
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER		
Respondent ID	273958	Receiving Board	RED		
Respondent	DEWEY D BROWN	Receiving Profession			
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail DEWEY D BROWN 2175 CLEARWATER LAKE DR HENDERSON, NV 89044	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS		
Complainant ID	123186	Received By	Bonnie Schmidt		
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH		
Comments:	R79098		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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 10/21/2013
 Ending Effective Date: 04/29/2014
 Date Closed: 04/29/2014

Resolution Notes:


Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		04/29/2014	04/29/2014	04/29/2014	04/29/2014	05/02/2014	Anne Moore
	Target: DEWEY D BROWN							
	Case Status: Status Changed To:	NOS - CLOSED SOLD TO THIRD PARTY						
	Comments: 89044							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		04/29/2014	04/29/2014	04/09/2014	04/09/2014	04/09/2014	Anne Moore
	Target: DEWEY D BROWN							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	04/03/2014						
	DEFAULT LIEN DATE ON NOS	10/21/2013						
	FORECLOSURE DATE ON NOS	04/29/2014						
	AMOUNT OF NOS	7,560.48						
	APN ON NOS	190-18-312-003						
	SALE AMOUNT	45,100.00						
	Comments: 89044							

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

TERAH LEWIS
 CUSTODIAN OF RECORDS
 Date Certified 4/21/15
 AA 001561

Compliance View Screen [update]

Case	2014-660	Date Created	02/18/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	190-18-812-053	Date Received	02/13/2014	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	271959	Receiving Board	RED	
Respondent	MARYANN CAMILLERY	Receiving Profession		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail MARYANN CAMILLERY 2260 ISLAND CITY DR HENDERSON, NV 89044	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R804636		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 - TRUSTEE DEED (PROPERTY FORECLOSED)

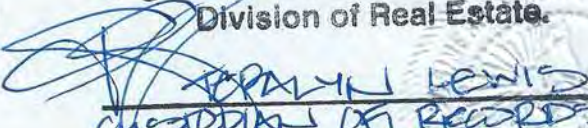
Starting Effective Date: 08/26/2013
 Ending Effective Date: 03/07/2014
 Date: 03/07/2014
 Date Closed: 03/07/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	03/07/2014	03/07/2014	03/07/2014	03/07/2014		03/13/2014	Anne Moore
Target: MARYANN CAMILLERY Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89044								
 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	Anne Moore
Target: MARYANN CAMILLERY Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 02/11/2014 DEFAULT LIEN DATE ON NOS 08/26/2013 FORECLOSURE DATE ON NOS 03/07/2014 AMOUNT OF NOS 5,477.18 APN ON NOS 190-18-812-053 SALE AMOUNT 30,000.00 Comments: 89044								

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


 Date Certified 4/2/15

AA 001562

Compliance View Screen [update]

Case	2014-304	Date Created	01/28/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline	
Legacy Compliance	191-12-210-030	Date Received	01/27/2014		
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER		
Respondent ID	271188	Receiving Board	RED		
Respondent	ALEXA V BOURNE	Receiving Profession	OMB - NOTICE OF SALE		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail ALEXA V BOURNE 2842 FOREST GROVE DR HENDERSON, NV 89052	Department	(NOS) PROCESS		
Complainant ID	123186	Received By	Bonnie Schmidt		
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH		
Comments:	R94671		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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 12/06/2011
 Ending Effective Date: 02/18/2014
 Date: 02/18/2014
 Date Closed: 02/18/2014

Resolution Notes:


Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		02/18/2014	02/18/2014	02/18/2014	02/18/2014	02/24/2014	Anne Moore
	Target: ALEXA V BOURNE							
	Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY							
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		02/18/2014	02/18/2014	01/28/2014	01/28/2014	01/28/2014	Anne Moore
	Target: ALEXA V BOURNE							
	Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter)							
	Envelope: envelope.rtf							
	Case Status: Status Changed To: PENDING NOS DATE OF SALE							
	Action Info: EFFECTIVE DATE OF NOS		01/23/2014					
	DEFAULT LIEN DATE ON NOS		12/06/2011					
	FORECLOSURE DATE ON NOS		02/18/2014					
	AMOUNT OF NOS		6,199.45					
	APN ON NOS		191-12-210-030					
	SALE AMOUNT		89,000.00					
	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]
 Date Certified 4/2/15
 AA 001563

Compliance View Screen [update]

Case	2014-307	Date Created	01/28/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	191-12-512-023	Date Received	01/27/2014	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	271198	Receiving Board	RED	
Respondent	DANIEL D RAMAGE JR	Receiving Profession	OMB - NOTICE OF SALE	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail DANIEL D RAMAGE JR 2721 EVENING SKY DR HENDERSON, NV 89052	Receiving Department	(NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R804647	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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 04/23/2013
 Ending Effective Date: 02/18/2014
 Date Closed: 02/18/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	02/18/2014	02/18/2014	02/18/2014	02/18/2014		02/24/2014	Anne Moore
Target: DANIEL D RAMAGE JR Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89052								
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	02/18/2014	02/18/2014	01/28/2014	01/28/2014		01/28/2014	Anne Moore
Target: DANIEL D RAMAGE JR Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter) Envelope: envelope.rtf Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS: 01/23/2014 DEFAULT LIEN DATE ON NOS: 04/23/2013 FORECLOSURE DATE ON NOS: 02/18/2014 AMOUNT OF NOS: 5,320.65 APN ON NOS: 191-12-512-023 SALE AMOUNT: 40,000.00 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]
 Date Certified 4/2/15

Compliance View Screen [update]

Case	2016-2849	Date Created	07/01/2016	Audit Entry Items Documents Notes Disciplines Participants Add Discipline	
Legacy Compliance	191-13-113-050	Date Received	06/16/2016		
Status	PENDING NOS DATE OF SALE	How Received	LETTER		
Respondent ID	301212	Receiving Board	RED		
Respondent	JANICE C GEORGE (*)	Receiving Profession	OMB - NOTICE OF SALE		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail JANICE C GEORGE (*) 2078 WILDWOOD LAKE ST HENDERSON, NV 89052	Receiving Department	(NOS) PROCESS		
Complainant ID	123186	Received By	Marina Benn		
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH		
Comments:	TSN#40810		Alleged Issues		OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
		Case Nature	Chapter 38		

- Action Items
- Resolution
- Participants

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, Marina Benn		07/20/2016	07/20/2016	07/01/2016	07/01/2016	07/01/2016	Marina Benn
	Target: JANICE C GEORGE (*)							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	06/16/2016						
	DEFAULT LIEN DATE ON NOS	08/20/2015						
	FORECLOSURE DATE ON NOS	07/20/2016						
	AMOUNT OF NOS	3,417.71						
	APN ON NOS	191-13-113-050						
	Comments: 89052							

CERTIFIED

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

TORALYN LEWIS
 CUSTODIAN OF RECORDS
 Date Certified 4/24/19

AA 001565

Compliance View Screen [update]

Case	2015-3148	Date Created	10/27/2015	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance	191-13-411-023	Date Received	09/30/2015	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	292367	Receiving Board	RED	
Respondent	KENT H STACEY	Receiving Profession	OMB - NOTICE OF SALE (NOS) PROCESS	
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail KENT H STACEY 2273 GARDEN CITY AVE HENDERSON, NV 89052	Received By	Bonnie Schmidt	
Complainant ID	123186	Priority	SOUTH	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
Comments: DEED SALE PREV RECORDED 1-25-16		Case Nature	Chapter 38	
TSN 40487				

- Resolution
- Action Items
- Participants

Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	

Starting Effective Date:
 Ending Effective Date:
 Date:
 Date Closed: 01/06/2016

Resolution Notes:


Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Reneece Jackson	Target: KENT H STACEY Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89052 - sold to Vegas Deals LLC on 01-06-16 for \$6500.00	01/06/2016	01/06/2016	01/06/2016	01/06/2016	01/25/2016	Reneece Jackson
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	Target: KENT H STACEY Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 09/30/2015 DEFAULT LIEN DATE ON NOS 01/09/2015 FORECLOSURE DATE ON NOS 10/28/2015 AMOUNT OF NOS 5,106.56 APN ON NOS 191-13-411-023 SALE AMOUNT 6,500.00 Comments: 89052	10/28/2015	10/28/2015	10/27/2015	10/27/2015	10/27/2015	Reneece Jackson

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

 Date Certified 11/21/18

Compliance View Screen [update]

Case	2013-4157	Date Created	12/23/2013	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	124-29-314-081	Date Received	12/20/2013	
Compliance		Date Reopened	06/10/2014	
Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	270074	Receiving Board	RED	
Respondent	IRMA MENDEZ	Receiving Profession		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail IRMA MENDEZ 3416 CASA ALTO AVE N LAS VEGAS, NV 89031	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	41955	Received By	Bonnie Schmidt	
Complainant	FIESTA DEL NORTE HOMEOWNERS ASSOCIATION	Priority	SOUTH	
Comments:	TSN 34539			

- 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 - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 03/13/2013
 Ending Effective Date: 02/27/2014
 Date Closed: 02/27/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	02/27/2014	02/27/2014	02/27/2014	02/27/2014		06/10/2014	Anne Moore
Target: IRMA MENDEZ Case Status: Status Changed To: NOS - CLOSED SOLD TO THIRD PARTY Comments: 89031								
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	01/22/2014	01/22/2014	12/23/2013	12/23/2013		12/23/2013	Anne Moore
Target: IRMA MENDEZ Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter) Envelope: envelope.rtf Case Status: Status Changed To: PENDING NOS DATE OF SALE Action Info: EFFECTIVE DATE OF NOS 12/08/2013 DEFAULT LIEN DATE ON NOS 03/13/2013 FORECLOSURE DATE ON NOS 01/22/2014 AMOUNT OF NOS 3,529.97 APN ON NOS 124-29-314-081 SALE AMOUNT 20,600.00 Comments: 89031								

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 4/11/12
 4/11/12 001567

Compliance View Screen [update]

Case	2013-3869	Date Created	12/02/2013	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	190-17-310-002	Date Received	11/27/2013	
Compliance Status	NOS - CLOSED SOLD TO THIRD PARTY	How Received	LETTER	
Respondent ID	269450	Receiving Board	RED	
Respondent	PATRICIA E EVANS	Receiving Profession		
Address	<input checked="" type="radio"/> Public <input type="radio"/> Mail PATRICIA E EVANS 2227 SHADOW CANYON DRIVE HENDERSON, NV 89052	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant ID	123186	Received By	Bonnie Schmidt	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Priority	SOUTH	
Comments:	R62960	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:	• OMB NOS - NRS 116.31162, DELINQUENT ASSESSMENTS
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - TRUSTEE DEED (PROPERTY FORECLOSED)

Starting Effective Date: 06/24/2010
 Ending Effective Date: 01/02/2014
 Date Closed: 01/02/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
NOS - 5 SOLD TO 3RD PARTY	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore	01/02/2014	01/02/2014	01/02/2014	01/02/2014		01/10/2014	Anne Moore
	Target: PATRICIA E EVANS							
	Case Status: Status Changed To:	NOS - CLOSED SOLD TO THIRD PARTY						
	Comments: 89052							
NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT	01/02/2014	01/02/2014	12/02/2013	12/02/2013		12/02/2013	Anne Moore
	Target: PATRICIA E EVANS							
	Correspondence: Letter: OMB NOS - FORECLOSURE NOTIFICATION LETTER.rtf (Preview Letter)							
	Envelope: envelope.rtf							
	Case Status: Status Changed To:	PENDING NOS DATE OF SALE						
	Action Info: EFFECTIVE DATE OF NOS	11/26/2013						
	DEFAULT LIEN DATE ON NOS	06/24/2010						
	FORECLOSURE DATE ON NOS	01/02/2014						
	AMOUNT OF NOS	8,005.16						
	APN ON NOS	190-17-310-002						
	SALE AMOUNT	35,000.00						
	Comments: 89044							

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

[Signature]
 TERRY L. LEWIS
 CLERK OF RECORDS
 Date Certified 4/12/19 KA 001568



Nona Tobin <nonatobin@gmail.com>

Request to review records

1 message

Nona Tobin <nonatobin@gmail.com>

Tue, May 17, 2016 at 6:26 PM

To: TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

2763 White Sage Drive
Henderson NV 89052

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.

Nona Tobin
(702) 465-2199

AA 001569

RE: Request to review records

1 message

Nona Tobin <nonatobin@gmail.com>
To: TERALYN THOMPSON <TLTHOMPSON@red.nv.gov>

Mon, May 23, 2016 at 12:40 PM

APN 191-13-811-052
2763 White Sage Dr. Henderson 89052

Gordon B. Hansen transferred title to the Gordon B. Hansen Trust on 8/27/2008

On May 23, 2016 3:26 PM, "TERALYN THOMPSON" <TLTHOMPSON@red.nv.gov> wrote:

Good afternoon,

In order for the Real Estate Division to search for this specific property I would need you to provide me with the assessor parcel number for the property and the name of the owner of the property at the time of foreclosure. Thank you.

Teralyn Thompson
Administration Section Manager
State of Nevada Department of Business and Industry
Real Estate Division
2501 E. Sahara Avenue, Suite 303
Las Vegas, Nevada 89104
[702-486-4036](tel:702-486-4036)
Fax: [702-486-4067](tel:702-486-4067)
tlthompson@red.nv.gov

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Tuesday, May 17, 2016 9:27 PM
To: TERALYN THOMPSON
Subject: Request to review records

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

2763 White Sage Drive
Henderson NV 89052

AA 001570

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.

Nona Tobin

[\(702\) 465-2199](tel:(702)465-2199)

AA 001571

RE: Request to review records

1 message

TERALYN THOMPSON <TLTHOMPSON@red.nv.gov> Thu, May 26, 2016 at 1:44 PM
To: Nona Tobin <nonatobin@gmail.com>

Good afternoon,

I've attached the only public records that the Division has in its possession regarding the foreclosure sales of APN 191-16-811-052. The attached document is a print screen from the Division's database and is not available for your to review in person. Please contact me if you have questions regarding your request. Thank you.

Have a great day,

Teralyn Thompson

Administration Section Manager

State of Nevada Department of Business and Industry

Real Estate Division

2501 E. Sahara Avenue, Suite 303

Las Vegas, Nevada 89104

702-486-4036

Fax: 702-486-4067

tlthompson@red.nv.gov

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Monday, May 23, 2016 3:41 PM

To: TERALYN THOMPSON

Subject: RE: Request to review records

AA 001572

APN 191-13-811-052
2763 White Sage Dr. Henderson 89052

Gordon B. Hansen transferred title to the Gordon B. Hansen Trust on 8/27/2008

On May 23, 2016 3:26 PM, "TERALYN THOMPSON"
<TLTHOMPSON@red.nv.gov> wrote:

Good afternoon,

In order for the Real Estate Division to search for this specific property I would need you to provide me with the assessor parcel number for the property and the name of the owner of the property at the time of foreclosure. Thank you.

Teralyn Thompson

Administration Section Manager

State of Nevada Department of Business and Industry

Real Estate Division

2501 E. Sahara Avenue, Suite 303

Las Vegas, Nevada 89104

[702-486-4036](tel:702-486-4036)

Fax: [702-486-4067](tel:702-486-4067)

tlthompson@red.nv.gov

From: Nona Tobin [mailto:nonatobin@gmail.com]

Sent: Tuesday, May 17, 2016 9:27 PM

To: TERALYN THOMPSON

Subject: Request to review records

AA 001573

I would like to set up an appointment to come and see all documents that are in your office's possession regarding the property at:

2763 White Sage Drive


Henderson NV 89052

This property was sold on August 15, 2014 at a foreclosure sale for delinquent HOA dues by Red Rock Financial Services.

Thanks.


Nona Tobin

(702) 465-2199

 **APN 191-13-811-052.pdf**
28K

AA 001574

Compliance View Screen [update]

Case	2014-859	Date Created	02/18/2014	 Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy Compliance Status	191-13-811-052 NOS CLOSED	Date Received	02/13/2014	
		How Received	LETTER	
		Receiving Board	RED	
Respondent ID	271957	Receiving Profession		
Respondent Address	ESTATE OF GORDON B HANSEN, THE <input checked="" type="radio"/> Public <input type="radio"/> Mail ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
		Received By	Bonnie Schmidt	
		Priority	SOUTH	
		Alleged Issues	OMB ADR - NRS 38.310(1)(a), DELINQUENT ASSESSMENTS	
		Case Nature	Chapter 38	
Complainant ID	123186			
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC			
Comments: R808634				

- Resolution
- Action Items
- Participants



Resolution [update]

Field	Value	Field	Value
Department:	OMB - NOTICE OF SALE (NOS) PROCESS	Found Issues:	
Worker:	Bonnie Schmidt	Resolution:	• OMB NOS - CANCELLED (OWNER RETAINED)

Starting Effective Date: 04/08/2013
 Ending Effective Date: 05/15/2014
 Date Closed: 05/15/2014

Resolution Notes:

Action Items [add]

Type	Assigned To	Activity	Due	Effective	Completed	Order Signed	Created	User
 NOS - 4 TRUSTEE SALE CANCELLED	OMB - NOTICE OF SALE (NOS) PROCESS, Anne Moore		05/15/2014	05/15/2014	05/15/2014		06/02/2014	Anne Moore
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: NOS CLOSED							
	Comments: 89052							
 NOS - 1 SEND NOTIFICATION LETTER (NOTICE REC'D)	OMB - NOTICE OF SALE (NOS) PROCESS, BONNIE SCHMIDT		03/07/2014	03/07/2014	02/18/2014		02/18/2014	BONNIE SCHMIDT
	Target: ESTATE OF GORDON B HANSEN, THE							
	Case Status: Status Changed To: PENDING NOS DATE OF SALE							
	Action Info: EFFECTIVE DATE OF NOS		02/11/2014					
	DEFAULT LIEN DATE ON NOS		04/08/2013					
	FORECLOSURE DATE ON NOS		03/07/2014					
	AMOUNT OF NOS		5,081.45					
	APN ON NOS		191-13-811-052					
	Comments: 89052							

AA 001575

EXHIBIT 8.1

OMB-NOS – 2763 WHITE SAGE

ONLY 2/12/14 NOS PUBLISHED

3/7/14 SALE

NO NOS PUBLISHED 8/15/14 SALE

TWO OTHER SCA PROPERTIES

HAD A SECOND NOS

EXHIBIT 8.1