

THE COURT OF APPEALS OF THE STATE OF NEVADA

NONA TOBIN,

Appellant,

v.

BRIAN CHIESI, an individual; DEBORA CHIESI, an individual; QUICKEN LOANS, INC.; JOEL A. STOKES, an individual; JOEL A. STOCKS and SANDRA F. STOKES as Trustees of the JIMI JACK IRREVOCABLE TRUST; REDROCK FINANCIAL SERVICES; and NATIONSTAR MORTGAGE, LLC,

Respondents.

Electronically Filed
Oct 01 2021 10:19 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No.: 82294
Dist. Court No.: A-19-799890-C

**APPENDIX
VOLUME 20 of 22**

Prepared and Submitted by:

/s/ John W. Thomson
JOHN W. THOMSON, ESQ.
Nevada Bar No. 5802
THOMSON LAW PC
2450 St. Rose Pkwy, Ste 120
Henderson, NV 89074
Tel: 702-478-8282
Fax: 702-541-9500
Attorney for Appellant Nona Tobin

EXHIBIT 1

12/14/12 LIEN FOR DELINQUENT ASSESSMENTS

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

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

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

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

EXHIBIT 1

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

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

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

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

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

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

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

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


Dated: December 5, 2012

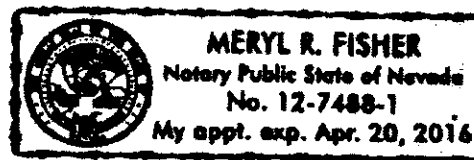

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.


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



6-A

EXHIBIT 2

11/5/12 FIRST COLLECTION NOTICE

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



Red Rock Financial Services

November 5, 2012

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

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

Dear The Estate of Gordon B. Hansen,

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

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

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

Additional information regarding this account can be obtained at www.rrfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services
Enclosure(S)

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

www.rrfs.com

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

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

AA4005

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

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

Detailed Summary

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

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

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

Printed: 11/5/12

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

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

- 1) for the property (2763 White Sage) and
- 2) for Tobin residence (2664 Olivia Heights Ave.)

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

10/23/12 Check 143 for White Sage cleared

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

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

~~until~~

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

EXHIBIT 3

**NONA TOBIN
GORDON B HANSEN**
2664 OLIVIA HEIGHTS AVE
HENDERSON, NV 89052 7039

112
94-71/1224
64

Date 2/14/12

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

Three hundred and ⁷⁰/₁₀₀ Dollars

NEVADA STATE BANK
THE DOOR TO YOUR FUTURE
P.O. BOX 698, LAS VEGAS, NEVADA 89120-0698

For SVC 10002048001 Nona JH

⑆ 22400779⑆ 0640052155⑆ 0112 ⑆0000030000⑆

Silver Advantage

ENCLOSURE HERE

419650 14 1960 8221

123000220 02212012 485
ST 004 10 97 PRT 3 123000220
ACCT 00061501851230

#1800

DO NOT WRITE, SIGN BELOW THIS LINE
RESERVED FOR LEGAL INSTITUTIONS

Security Features of Speed Industry
• The patented Security Watermark
• Back designed Infrared Security Markings
• Microprint lines printed on the back
• The words "ORIGINAL DOCUMENT" appear across the front
• Reflects when viewed from the back
• Do not cut it
• Any of the features listed above a
• Or appear altered
• Lighter in color, or pink or green
• Brown stains and yellow spots
• Front and back
• The word "VOID" appears clearly
• or this message

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

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

DEBBIE GREEN
 127
 94-77/1224
 84

APR 26 2012 4/24/12
 Date

Pay to the Order of Sun City Anthem \$ 275.00
Two hundred seventy-five ^{no} /100 Dollars

SVC 10002048001
NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 888 LAS VEGAS NEVADA 89128-0888
 www.nsb.com

Silver Advantage
 Security Features Details on Back

For 2763 White Sage Nona Joli

⑆ 122400779⑆ 0640052155⑆ 0127

Hyland Clarke

Credited to Acct
 153795107066
 Return Acct 153795107066

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

NONA TOBIN
GORDON B HANSEN
 2664 OLIVIA HEIGHTS AVE
 HENDERSON, NV 89052 7039

142
 84-77/1224
 84

8/17/12
 Date

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

AUG 19 2012
 Silver Advantage

NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 680, LAS VEGAS, NEVADA 89108-0680

For SUC 10016446901 Nonna Jol

⑆ 1 2 2 4 0 0 7 7 9 ⑆ 0 6 4 0 0 5 2 1 5 5 ⑆ 0 1 4 2

Credited to Acct
 153795187066
 Return Acct 153795107066

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

NONA TOBIN
GORDON B HANSEN
 2684 OLIVA HEIGHTS AVE
 HENDERSON, NV 89052 7039

143
84-77/1224
84

8/17/12
Date

Pay to the Order of Sun City Anthem Com Assoc \$ 300 ⁰⁰

Three hundred Dollars

Silver Advantage

NEVADA STATE BANK
 THE DOOR TO YOUR FUTURE
 P.O. BOX 999 LAS VEGAS, NEVADA 89102-0999

For SVC 1000204800 H Nona Joli

⑆ 22400779⑆ 0640052155 0143 8000234 NV

Credited to Acct
 153751166148
 Return Acct 153751166148

Date:10/23/12 Seq #:94234937 Account:640052155 Serial #:143 Amount:\$300.00 Dep Seq #:-

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

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

Detailed Summary

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

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

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

Printed: 11/5/12

6E

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 89062



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

Transaction Type	Date	Code	Description	Amount	Balance
Charge	04/30/2011	LF	Late Fees	25.00	275.00
Pay	05/20/2011		Lockbox Payment 02215	-275.00	00.00
Charge	07/01/2011	SQA	Sun City Anthem QT Assem	250.00	250.00
Charge	07/30/2011	LF	Late Fees	25.00	275.00
Pay	08/18/2011		Lockbox Payment 02227	-275.00	00.00
Charge	10/01/2011	SQA	Sun City Anthem QT Assem	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 Assem	275.00	275.00
Charge	01/30/2012	LF	Late Fees	25.00	300.00
Pay	02/21/2012		Lockbox Payment 00112	-300.00	00.00
Charge	04/01/2012	SQA	Sun City Anthem QT Assem	275.00	275.00
Pay	04/26/2012		Receipt Processing 127	-275.00	00.00
Charge	07/01/2012	SQA	Sun City Anthem QT Assem	275.00	275.00
Charge	07/31/2012	LF	Late Fees	25.00	300.00
Charge	08/31/2012	LF	Late Fees	25.00	325.00
Charge	09/30/2012	INT	Interest	01.21	326.21
Charge	09/30/2012	LF	Late Fees	25.00	351.21
Charge	10/01/2012	SQA	Sun City Anthem QT Assem	275.00	626.21
→ Charge	10/31/2012	LF	Late Fees	25.00	651.21
→ Pay	11/09/2012		Collection Payment Part 110612	-300.00	351.21
Charge	11/30/2012	LF	Late Fees	25.00	376.21
Charge	12/31/2012	INT	Interest	01.10	377.31
Charge	12/31/2012	LF	Late Fees	25.00	402.31
Charge	01/01/2013	SQA	Sun City Anthem QT Assem	275.00	677.31
Charge	01/31/2013	LF	Late Fees	25.00	702.31
Charge	03/02/2013	LF	Late Fees	25.00	727.31
Credit	03/02/2013	LF	Sun City Anthem QT Assem	-25.00	702.31
Charge	03/31/2013	INT	Interest	02.31	704.62
Charge	03/31/2013	LF	Late Fees	25.00	729.62
Charge	04/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,004.62
Charge	04/02/2013	LF	Late Fees	25.00	1,029.62
Credit	04/02/2013	LF	Rev 04/02/13 LF	-25.00	1,004.62
Charge	05/01/2013	LF	Late Fees	25.00	1,029.62
Charge	05/31/2013	LF	Late Fees	25.00	1,054.62
Charge	06/30/2013	INT	Interest	03.52	1,058.14
Charge	06/30/2013	LF	Late Fees	25.00	1,083.14
Charge	07/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,358.14
Charge	07/31/2013	LF	Late Fees	25.00	1,383.14
Charge	08/31/2013	LF	Late Fees	25.00	1,408.14
Charge	09/30/2013	INT	Interest	04.73	1,412.87
Charge	09/30/2013	LF	Late Fees	25.00	1,437.87
Charge	10/01/2013	SQA	Sun City Anthem QT Assem	275.00	1,712.87
Charge	10/31/2013	LF	Late Fees	25.00	1,737.87
Charge	11/30/2013	LF	Late Fees	25.00	1,762.87
Charge	12/31/2013	INT	Interest	05.94	1,768.81

60

EXHIBIT 4
3/12/13 NOTICE OF DEFAULT (NOD)
4/3/13 RESCISSION OF 3/12/13 NOD
8/22/12 FORECLOSURE DEED

NOTICE OF DEFAULT WAS DEFECTIVE AND RESCINDED.

THEREFORE, IT WAS NOT VALID TO SERVE AS A BASIS FOR THE FORECLOSURE DEED.

3/12/13 Notice of Default was rescinded on 4/3/13, but the rescinded NOD was used as the basis for the foreclosure deed. RRFS recorded this NOD erroneously, but RRFS' ledger shows 2763's account charged for RRFS' filing it.

3/12/13 Notice of Default falsely claims that \$2,475.35 is due as of 3/7/13 and that no payments had been made since 7/1/12.

EXHIBIT 4

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV. 89052
Title Order Number: 32334

Inet #: 201303120000847
Fees: \$17.00
N/C Fee: \$0.00
03/12/2013 09:55:30 AM
Receipt #: 1529577
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

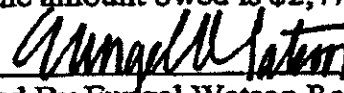
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**
◆ IMPORTANT NOTICE ◆

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

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

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

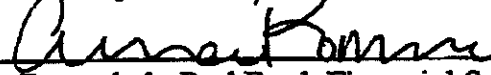

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

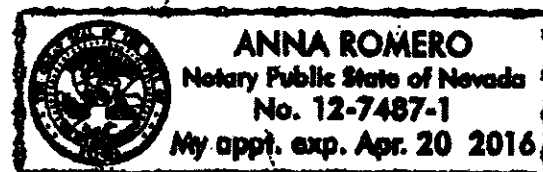
Dated: March 7, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.


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



7A

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

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

NOTICE OF RESCISSION

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

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

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

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

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

Dated March 27, 2013

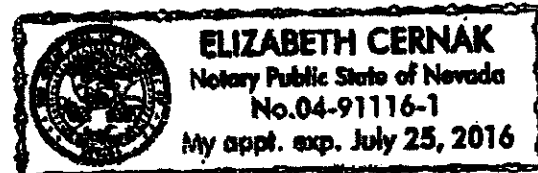
Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.

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



7B

3-1

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

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:


Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

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

77

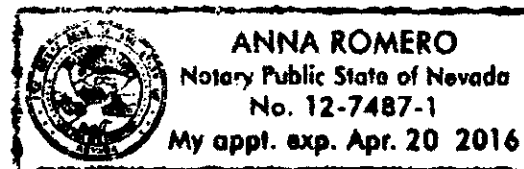
Dated: August 18, 2014

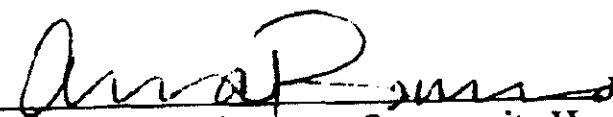

By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem
Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.




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

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.⁰⁰
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 VL

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

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

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

75

EXHIBIT 5
2/12/14 NOTICE OF SALE (NOS)
2/13/14 NRED-OMB COMPLIANCE RECORD

5/15/14 NOTICE OF SALE WAS RESCINDED BECAUSE "OWNER RETAINED"

THEREFORE, THERE WAS NO VALID NOTICE OF SALE IN EFFECT WHICH RENDERS THE 8/15/14

HOA SALE NULL AND VOID.

EXHIBIT 5

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

Inst #: 201402120001527
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 AM
Receipt #: 1930419
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

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

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

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

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

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

7E

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

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

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

Dated: February 11, 2014


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

STATE OF NEVADA)
COUNTY OF CLARK)

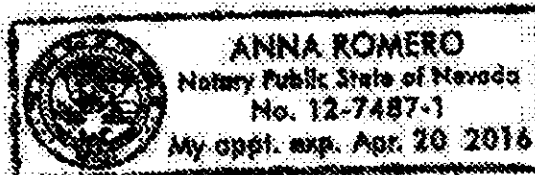
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and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

WITNESS my hand and official seal.



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

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



Compliance View Screen [update]

Case	2014-659	Date Created	02/18/2014	Audit Entry Items Documents Notes Disciplines Participants Add Discipline
Legacy	191-13-811-052	Date Received	02/13/2014	
Compliance Status	NOS CLOSED	How Received	LETTER	
Respondent ID	271957	Receiving Board	RED	
Respondent Address	ESTATE OF GORDON B HANSEN, THE 2763 WHITE SAGE DR HENDERSON, NV 89052	Receiving Profession		
Complainant ID	123186	Receiving Department	OMB - NOTICE OF SALE (NOS) PROCESS	
Complainant	SUN CITY ANTHEM COMMUNITY ASSOCIATION INC	Received By	Bonnie Schmidt	
Comments:	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								

7F

EXHIBIT 6

NRS116.31085

6/1/16 HOA REFUSAL TO PROVIDE MINUTES

NRS 116.31085(3) (c) was violated by failing to incorporate section 4.

NRS 116.31085 (4) was violated by not providing notice to the owner that there would be a decision on whether to foreclose so no opportunity for a hearing was provided.

NRS 116.31085 (6) was violated by refusing to give the owner any board minutes relating to the decision to foreclose.

EXHIBIT 6

NRS 116.31085 Right of units' owners to speak at certain meetings; limitations on right; **limitations on power of executive board to meet in executive session; procedure governing hearings on alleged violations; requirements concerning minutes of certain meetings.**

1. Except as otherwise provided in this section, a unit's owner may attend any meeting of the units' owners or of the executive board and speak at any such meeting. The executive board may establish reasonable limitations on the time a unit's owner may speak at such a meeting.

2. An executive board may not meet in executive session to open or consider bids for an association project as defined in NRS 116.31086, or to enter into, renew, modify, terminate or take any other action regarding a contract.

3. An executive board may meet in executive session only to:

(a) Consult with the attorney for the association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive.

(b) Discuss the character, alleged misconduct, professional competence, or physical or mental health of a community manager or an employee of the association.

(c) **Except as otherwise provided in subsection 4**, discuss a violation of the governing documents, including, without limitation, the failure to pay an assessment.

(d) Discuss the alleged failure of a unit's owner to adhere to a schedule required pursuant to NRS 116.310305 if the alleged failure may subject the unit's owner to a construction penalty.

4. An executive board shall meet in executive session to hold a hearing on an alleged violation of the governing documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the executive board. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(a) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidence and the testimony of witnesses;

(b) Is entitled to due process, as set forth in the standards adopted by regulation by the Commission, which must include, without limitation, the right to counsel, the right to present witnesses and the right to present information relating to any conflict of interest of any member of the hearing panel; and

(c) Is not entitled to attend the deliberations of the executive board.

5. The provisions of subsection 4 establish the minimum protections that the executive board must provide before it may make a decision. The provisions of subsection 4 do not preempt any provisions of the governing documents that provide greater protections.

6. Except as otherwise provided in this subsection, any matter discussed by the executive board when it meets in executive session must be generally noted in the minutes of the meeting of the executive board. **The executive board shall maintain minutes of any decision made pursuant to subsection 4 concerning an alleged violation and, upon request, provide a copy of the decision to the person who was subject to being sanctioned at the hearing or to the person's designated representative.**

7. Except as otherwise provided in subsection 4, a unit's owner is not entitled to attend or speak at a meeting of the executive board held in executive session.

(Added to NRS by 1997, 3111; A 1999, 3005; 2003, 2236, 2271; 2005, 2602; 2009, 1100, 2891)

(EMPHASIS ADDED.)

Document Request - Nona Tobin

3 messages

Lori Martin <Lori.Martin@scacai.com>
To: Nona Tobin <nonatobin@gmail.com>
Cc: Lori Martin <Lori.Martin@scacai.com>

Wed, Jun 1, 2016 at 3:39 PM

Dear Ms. Tobin,

Please find attached the 2012 RMI Management Contract as well as the contract between SCA and Red Rock Financial as requested.

Your request for the “minutes where actions leading o foreclosure for delinquent assessment(s) was approved for 2763 White Sage” cannot be fulfilled since those minutes are Executive Session minutes and not privy to the anyone except the Board. The only time Executive Session minutes are released to a homeowner is if a hearing was held and then, only that portion of the meeting minutes is provided.

Thank you,

Lori Martin

Lori Martin, CMCA, AMS, SCM | Sun City Anthem

Community Association Manager

EXHIBIT 7

NRS (2013) 116-31162-NRS116.31168

NRS 116.31162 (1)(a) was violated by not sending notices consistently to the owner's address of record.

NRS 116.31162 (1)(b)(1) was violated for not describing a real deficiency, either by including unauthorized and false charges.

NRS 116.31162 (4)(a)(b)(c) failure to provide the required fee schedule, repayment plan or notice of right to contest the past due obligation.

NRS 116.31163 (1) was violated for failure to provide requested notice to the owner's agent.

NRS 116.311635 (1)(a)(1) and (2)(b)(1) were violated in that the owner's agent did not receive the requested notice of the time and date the HOA sale was held after four postponements.

NRS 116.31165 (2) (b) (3) was violated by HOA Agents not notice at cancelling the Notice of Sale through the Ombudsman that the "Owner was retained" so the "TRUSTEE SALE CANCELLED" and never issuing another Notice of Sale.

NRS 116.31164 (1) gives the HOA to use an agent for the sale, but it was violated by having an unreasonable number of postponements (4) exceeding the reasonableness standard (3) in NRS 107.082(2).

NRS 116.31164 (3)(b) was violated by HOA Agents did not deliver a copy of the deed to the Ombudsman as they had previously told the Ombudsman the HOA sale was cancelled and the owner was retained.

NRS 116.31164 (3)(c)(1)(2)(4)(5) was violated by the HOA Agents failing to distribute the proceeds as required and by lying to TOBIN regarding what they had done and what her rights were in terms of making a claim.

NRS 116.31168 (2) was violated by HOA Agents lying to the HOA Board so they could proceed with an illegal sale for their own unjust enrichment.

EXHIBIT 7

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31162 - Foreclosure of liens: Mailing of notice of delinquent assessment; recording of notice of default and election to sell; period during which unit s owner may pay lien to avoid foreclosure; limitations on type of lien that may be foreclosed.

Universal Citation: NV Rev Stat § 116.31162 (2013)

1. Except as otherwise provided in subsection 5 or 6, in a condominium, in a planned community, in a cooperative where the owner s interest in a unit is real estate under NRS 116.1105, or in a cooperative where the owner s interest in a unit is personal property under NRS 116.1105 and the declaration provides that a lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive, the association may foreclose its lien by sale after all of the following occur:

(a) The association has mailed by certified or registered mail, return receipt requested, to the unit s owner or his or her successor in interest, at his or her address, if known, and at the address of the unit, a notice of delinquent assessment which states the amount of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116, a description of the unit against which the lien is imposed and the name of the record owner of the unit.

(b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to paragraph (a), the association or other person conducting the sale has executed and caused to be recorded, with the county recorder of the county in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:

(1) Describe the deficiency in payment.

(2) State the name and address of the person authorized by the association to enforce the lien by sale.

(3) Contain, in 14-point bold type, the following warning:

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

(c) The unit s owner or his or her successor in interest has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement, for 90 days following the recording of the notice of default and election to sell.

2. The notice of default and election to sell must be signed by the person designated in the declaration or by the association for that purpose or, if no one is designated, by the president of the association.

3. The period of 90 days begins on the first day following:

(a) The date on which the notice of default is recorded; or

(b) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit,

whichever date occurs later.

4. An association may not mail to a unit's owner or his or her successor in interest a letter of intent to mail a notice of delinquent assessment pursuant to paragraph (a) of subsection 1, mail the notice of delinquent assessment or take any other action to collect a past due obligation from a unit's owner or his or her successor in interest unless, not earlier than 60 days after the obligation becomes past due, the association mails to the address on file for the unit's owner:

(a) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;

(b) A proposed repayment plan; and

(c) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing.

5. The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless:

(a) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the unit's owners or residents of the common-interest community; or

(b) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

6. The association may not foreclose a lien by sale if:

(a) The unit is owner-occupied housing encumbered by a deed of trust;

(b) The beneficiary under the deed of trust, the successor in interest of the beneficiary or the trustee has recorded a notice of default and election to sell with respect to the unit pursuant to subsection 2 of NRS 107.080; and

(c) The trustee of record has not recorded the certificate provided to the trustee pursuant to subparagraph (1) or (2) of paragraph (d) of subsection 2 of NRS 107.086.

As used in this subsection, owner-occupied housing has the meaning ascribed to it in NRS 107.086.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31163 - Foreclosure of liens: Mailing of notice of default and election to sell to certain interested persons.

Universal Citation: NV Rev Stat § 116.31163 (2013)

The association or other person conducting the sale shall also mail, within 10 days after the notice of default and election to sell is recorded, a copy of the notice by first-class mail to:

1. Each person who has requested notice pursuant to NRS 107.090 or 116.31168;
2. Any holder of a recorded security interest encumbering the unit's owner's interest who has notified the association, 30 days before the recordation of the notice of default, of the existence of the security interest; and
3. A purchaser of the unit, if the unit's owner has notified the association, 30 days before the recordation of the notice, that the unit is the subject of a contract of sale and the association has been requested to furnish the certificate required by NRS 116.4109.

(Added to NRS by 1993, 2355; A 2005, 2609)

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.311635 - Foreclosure of liens: Providing notice of time and place of sale; service of notice of sale; contents of notice of sale; proof of service.

Universal Citation: NV Rev Stat § 116.311635 (2013)

1. The association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the unit:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that in lieu of following the procedure for service on a judgment debtor pursuant to NRS 21.130, service must be made on the unit's owner as follows:

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

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

(b) Mail, on or before the date of first publication or posting, a copy of the notice by certified or registered mail, return receipt requested, to:

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

(2) The holder of a recorded security interest or the purchaser of the unit, if either of them has notified the association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(3) The Ombudsman.

2. In addition to the requirements set forth in subsection 1, a copy of the notice of sale must be served:

(a) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the unit who is of suitable age; or

(b) By posting a copy of the notice of sale in a conspicuous place on the unit.

3. Any copy of the notice of sale required to be served pursuant to this section must include:

(a) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(b) The following warning in 14-point bold type:

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

4. Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(a) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(b) An affidavit of service signed by the person who served the notice stating:

(1) The time of service, manner of service and location of service; and

(2) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the unit.

(Added to NRS by 1993, 2355; A 2003, 2245; 2005, 2609; 2013, 3790)

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31164 - Foreclosure of liens: Procedure for conducting sale; purchase of unit by association; execution and delivery of deed; use of proceeds of sale.

Universal Citation: NV Rev Stat § 116.31164 (2013)

1. The sale must be conducted in the county in which the common-interest community or part of it is situated, and may be conducted by the association, its agent or attorney, or a title insurance company or escrow agent licensed to do business in this State, except that the sale may be made at the office of the association if the notice of the sale so provided, whether the unit is located within the same county as the office of the association or not. The association or other person conducting the sale may from time to time postpone the sale by such advertisement and notice as it considers reasonable or, without further advertisement or notice, by proclamation made to the persons assembled at the time and place previously set and advertised for the sale.

2. On the day of sale originally advertised or to which the sale is postponed, at the time and place specified in the notice or postponement, the person conducting the sale may sell the unit at public auction to the highest cash bidder. Unless otherwise provided in the declaration or by agreement, the association may purchase the unit and hold, lease, mortgage or convey it. The association may purchase by a credit bid up to the amount of the unpaid assessments and any permitted costs, fees and expenses incident to the enforcement of its lien.

3. After the sale, the person conducting the sale shall:

(a) Make, execute and, after payment is made, deliver to the purchaser, or his or her successor or assign, a deed without warranty which conveys to the grantee all title of the unit's owner to the unit;

(b) Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the purchaser, or his or her successor or assign; and

(c) Apply the proceeds of the sale for the following purposes in the following order:

(1) The reasonable expenses of sale;

(2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;

(3) Satisfaction of the association's lien;

(4) Satisfaction in the order of priority of any subordinate claim of record; and

(5) Remittance of any excess to the unit's owner.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.

Universal Citation: NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.
2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

EXHIBIT 8

CC&Rs

Section 7.4 Compliance and Enforcement was violated by not treating foreclosure as the imposition of sanctions for violation of the CC&Rs

Sections 8.6 & 8.7 Authority to Assess Owners and Obligation for Assessments give the Board the authority to levy assessments and to enforce compliance and are the sections an owner violates by allegedly failing to pay assessments

Section 8.8 and Section 8.8A Lien for Assessments /Foreclosure and Procedure for Sale were violated by failing to provide notices consistently to the known address of the owner

Section 8.12 Asset Enhancement Fee was violated by HOA Agents for either failing to pay the mandatory fee to the HOA collected from Opportunity Homes, LLC, F. Bondurant, and Joel and Sandra Stokes or, alternatively, HOA agents violated 8.12 by colluding with non bona fide purchasers to illegally record conveyances of the property that did not occur.

EXHIBIT 8

Receipt/Conformed Copy

Requestor:

LEACH JOHNSON ETAL

05/20/2008 16:38:20 T20080094151

Book/Instr: 20080520-0004342

Restrictio Page Count: 116

Fees: \$129.00 N/C Fee: \$0.00

When Recorded Return To:

John E. Leach, Esq.
Leach Johnson Song & Gruchow
5495 S. Rainbow Blvd., Suite 202
Las Vegas, Nevada 89118

APN Nos: 190-05-110-001

(continued on next page)

Debbie Conway
Clark County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

THIRD
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUN CITY ANTHEM

TABLE OF CONTENTS

ARTICLE I	CREATION OF COMMUNITY	2
Section 1.1.	Purpose and Intent.....	2
Section 1.2.	Binding Effect.....	2
Section 1.3.	Governing Documents	3
Section 1.4.	Anthem Community Council.....	5
ARTICLE II	CONCEPTS AND DEFINITIONS	6
ARTICLE III	USE AND CONDUCT	10
Section 3.1.	Restrictions on Use Occupancy and Alienation.....	10
Section 3.2.	Framework for Regulation.....	12
Section 3.3.	Use Restriction and Rule Making Authority	13
Section 3.4.	Owners' Acknowledgment and Notice to Purchasers	14
Section 3.5.	Protection of Owners and Others.....	14
Section 3.6.	Initial Use Restrictions and Rules.....	15
ARTICLE IV	ARCHITECTURE AND LANDSCAPING	19
Section 4.1.	General.....	19
Section 4.2.	Architectural Review	20
Section 4.3.	Guidelines and Procedures.....	21
Section 4.4.	Waiver Approval.....	22
Section 4.5.	Variances.....	22
Section 4.6.	Limitation of Liability.....	23
Section 4.7.	Certificate of Compliance	23
Section 4.8.	Enforcement.....	23
Section 4.9.	Prohibited Improvements.....	24
Section 4.10.	Drought Tolerant Landscaping	24
ARTICLE V	MAINTENANCE AND REPAIR.....	25
Section 5.1.	Maintenance of Lots	25
Section 5.2.	Maintenance of Neighborhood Property.....	25
Section 5.3.	Responsibility for Repair and Replacement	26
ARTICLE VI	THE ASSOCIATION AND ITS MEMBERS.....	27
Section 6.1.	Function of the Association	27
Section 6.2.	Membership	27
Section 6.3.	Voting	27
Section 6.4.	Neighborhoods and Neighborhood Representatives.....	28
Section 6.5.	Voting Groups and Representative Voting	30
ARTICLE VII	ASSOCIATION POWERS AND RESPONSIBILITIES	30
Section 7.1.	Acceptance and Control of Association Property	30
Section 7.2.	Maintenance of Area of Common Responsibility	31
Section 7.3.	Insurance	32

Section 7.4.	Compliance and Enforcement.....	35
Section 7.5.	Implied Rights; Board Authority	38
Section 7.6.	Indemnification at Officers, Directors, and Others.....	38
Section 7.7.	Safety	39
Section 7.8.	Provision of Services	40
Section 7.9.	Change of Services and Use of Common Area	40
Section 7.10.	View Impairment	40
Section 7.11.	Relationship with Neighborhoods.....	41
Section 7.12.	Relationship with Governmental and Tax-Exempt Organizations	41
Section 7.13.	Relationship with Council and Anthem Communities	41
Section 7.14.	Recycling Programs	42
ARTICLE VIII ASSOCIATION FINANCES.....		42
Section 8.1.	Budgeting and Allocating Common Expenses	42
Section 8.2.	Budgeting and Allocating Neighborhood Expenses.....	44
Section 8.3.	Budgeting for Reserves.....	45
Section 8.4.	Special Assessments	47
Section 8.5.	Benefited Assessments.....	47
Section 8.6.	Authority to Assess Owners: Time of Payment.....	48
Section 8.7.	Obligation for Assessments	48
Section 8.8.	Lien for Assessments/Foreclosure	49
Section 8.8A	Procedure for Sale	50
Section 8.9.	Limitation on Increases of Assessments	52
Section 8.10.	Exempt Property	52
Section 8.11.	Interest on Fines.....	52
Section 8.12.	Asset Enhancement Fee	52
ARTICLE IX EXPANSION OF COMMUNITY.....		55
Section 9.1.	Expansion by Declarant	55
Section 9.2.	Expansion by the Association.....	55
Section 9.3.	Additional Covenants and Easements.....	55
Section 9.4.	Effective Date of Supplemental Declaration	56
ARTICLE X ADDITIONAL RIGHTS RESERVED TO DECLARANT		56
Section 10.1.	Withdrawal of Property.....	56
Section 10.2.	Marketing and Sales Activities	56
Section 10.3.	Right to Develop	56
Section 10.4.	Right to Designate Sites for Governmental and Public Interests.....	57
Section 10.5.	Right to Approve Additional Covenants.....	57
Section 10.6.	Right to Prove Changes in Community Standards	57
Section 10.7.	Right to merge or Consolidate the Association	57
Section 10.8.	Right to Appoint and Remove Directors During Declarant Control Period.....	57
Section 10.9.	Right to Transfer or Assign Declarant Rights.....	57

Section 10.10. Easement to Inspect and Right to Correct.....	57
Section 10.11. Exclusive Rights to use Name of Development	58
Section 10.12. Del Webb Marks.....	58
Section 10.13. Vacation Villas.....	58
Section 10.14. Equal Treatment.....	59
Section 10.15. Right to Use Common Area for Special Events	60
Section 10.16. Sales by Declarant.....	60
Section 10.17. Termination of Rights	60
ARTICLE XI EASEMENTS.....	60
Section 11.1. Easements in Common Area.....	60
Section 11.2. Easements of Encroachment.....	62
Section 11.3. Easements for Utilities, Etc.....	62
Section 11.4. Easements to Serve Additional Property	62
Section 11.5. Easements for maintenance, Emergency and Enforcement	62
Section 11.6. Easements for Lake and Pond Maintenance and Flood Water	63
Section 11.7. Easements for Cross-Drainage.....	64
Section 11.8. Rights to Stormwater Runoff, Effluent, Water Reclamation.....	64
Section 11.9. Easements for Golf Course	64
ARTICLE XII LIMITED COMMON AREAS	65
Section 12.1. Purpose.....	65
Section 12.2. Designation	65
Section 12.3. Use by Others.....	65
ARTICLE XIII PARTY WALLS AND OTHER SHAPED STRUCTURES.....	66
Section 13.1. General Rules of Law to Apply	66
Section 13.2. Maintenance, Damage, and Destruction	66
Section 13.3. Right to Contribution Runs with Land.....	66
Section 13.4. Disputes.....	66
ARTICLE XIV GOLF COURSE	66
Section 14.1. Assumption of Risk and Indemnification	66
Section 14.2. View Impairment	67
ARTICLE XV ASSIGNMENT OF RIGHTS.....	67
Section 15.1. Issuance by the Board	67
Section 15.2. Assignment of Rights.....	67
Section 15.3. Vacation Villas.....	67
Section 15.4. Issuance to Declarant	68
ARTICLE XVI DISPUTE RESOLUTION AND LIMITATION ON LITIGATION	68
Section 16.1. Prerequisites to Actions Against Declarant	68
Section 16.2. Consensus for Association Litigation	68
Section 16.3. Alternative Method for Resolving Disputes	69
Section 16.4. Claims	69

Section 16.5.	Mandatory Procedures	69
Section 16.6.	Allocation of Costs of Resolving Claims.....	70
Section 16.7.	Enforcement of Resolution	70
Section 16.8.	Attorneys' Fees	71
ARTICLE XVII MORTGAGEE PROVISIONS.....		72
Section 17.1.	Notices of Action	72
Section 17.2.	No Priority	72
Section 17.3.	Notice to Association	72
Section 17.4.	Failure of Mortgagee to Respond	72
Section 17.5.	HUD/VA Approval.....	73
ARTICLE XVIII PRIVATE AMENITIES		73
ARTICLE XIX CHANGES IN OWNERSHIP IN LOTS		74
ARTICLE XX CHANGES IN COMMON AREA		74
Section 20.1	Condemnation.....	74
Section 20.2.	Partition.....	74
Section 20.3.	Transfer at Dedication or Common Area.....	75
Section 20.4.	Actions Requiring Owner Approval	75
Section 20.5.	Delivery of Amendments of Owners	75
Section 20.6	Liberal Construction to Comply with the Act.....	75
ARTICLE XXI AMENDMENT OF DECLARATION		75
Section 21.1.	Corrective Amendments	75
Section 21.2.	By Owners	76
Section 21.3.	Validity and Effective Date	76
Section 21.4.	Exhibits	76
Section 21.5	Severability	76

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

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

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

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

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

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

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

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

7.4. Compliance and Enforcement.

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

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

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

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

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

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

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

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

previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Guidelines from continuing or perforating any further activities in the Properties; and

(viii) levying Benefited Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.26 of the By-Laws:

(i) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules);

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Benefited Assessment. If a Neighborhood Association fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Benefited Assessment against all Lots within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Association reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentences the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

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

8.6. Authority to Assess Owners: Time of Payment.

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

8.7 Obligation for Assessments.

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

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

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

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

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

8.8. Lien for Assessments/Foreclosure.

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

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

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

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

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

(c) The Owner or his successor in interest has failed to pay the amount of the lien, including costs, fees, and expenses incident to its enforcement for 90 days following the recording of the notice of default and election to sell.

(d) The notice of default and election to sell referenced in subsection (b), above, must be signed by the person designated in the Declaration or by the Association for that purpose or, if no one is designated, by the President.

(e) The period of 90 days referenced in subsection (c), above, begins on the first day following the later of:

(i) The date on which the notice of default is recorded; or

(ii) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the Owner or his successor in interest at his address, if known, and at the address of the Lot.

(f) The Association may not foreclose a lien by sale based on a fine or penalty for a violation of the Governing Documents unless:

(i) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety, or welfare of the Owners or residents of the Association.

(ii) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305 of the Act.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it, and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. Subject to the Act, the subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessments under Section 8.6, including such acquirer, its successors and assigns.

8.8A Procedure for Sale

The Association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the Lot:

(a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that service must be made on the Owner as follows:

(i) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the

Owner or his successor in interest at his address, if known, and to the address of the Lot;
and

(ii) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in the Act.

(b) Mail, on or before the date of first publication or posting, a copy of the notice by first-class mail to

(i) Each person entitled to receive a copy of the notice of default and election to sell under the Act;

(ii) The holder of a recorded security interest or the purchaser of the Lot, if either of them has notified the Association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and

(iii) The Ombudsman.

(c) In addition to the requirements set forth in subsection (a), above, a copy of the notice of sale must be served:

(i) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the Lot who is of suitable age; or

(ii) By posting a copy of the notice of sale in a conspicuous place on the Lot.

(d) Any copy of the notice of sale required to be served pursuant to this section must include:

(i) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(ii) The following warning in 14-point bold type:
WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

(e) Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(i) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(ii) An affidavit of service signed by the person who served the notice stating:

(A) The time of service, manner of service and location of service; and

(B) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the Lot.

8.9. Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.5, the Board may not impose a Base Assessment, Neighborhood Assessment, or Benefited Assessment that is more than 20% greater than each of those assessments for the immediately preceding fiscal year nor impose a Special Assessment which in the aggregate exceeds 5% of the budgeted Common Expenses or Neighborhood Expenses, as the case may be, for the current fiscal year, without a Majority vote of a quorum of Owners of the Lots which are subject to the applicable assessment at a meeting of the Association.

For purposes of this Section, "quorum" means the Owners of more than 50% of the Lots which are subject to the applicable assessment. In addition, the term 'Base Assessment' or "Neighborhood Assessment" shall be deemed to include the amount assessed against each Lot plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court.
- (b) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) an extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which the Board could not have reasonably foreseen in preparing and distributing the budget pursuant to Section 8.3. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.10. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments and Special Assessments:

- (a) all Common Area and such portions of the property Declarant owns which are included in the Area of Common Responsibility pursuant to Section 5.1;
- (b) all property within Anthem owned or maintained by the Council or by another residential association, and any other property not subject to this Declaration;
- (c) any property dedicated to and accepted by any governmental authority or public utility; and
- (d) property any Neighborhood Association owns for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

In addition, both Declarant and the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section

501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(e).

8.11 Interest on Fines.

(a) Any past due fine may:

- (i) Bear interest at a rate established by the Association, not to exceed the legal rate per annum or the amounts set forth in the Act;
- (ii) Include any Costs of Collecting the past due fine at a rate established by the Association in accordance with the Act; and
- (iii) Include any costs incurred by the Association during a civil action to enforce the payment of the past due fine.

(b) "Costs of Collecting" includes without limitation, any collection fee, filing fee, recording fee, referral fee, fee for postage or delivery, and any other fee or cost that an Association may reasonably charge to the Owner for the collection of a past due fine. The term does not include any costs incurred by the Association during a civil action to enforce the payment of a past due fine;

8.12 Asset Enhancement Fee.

(a) General Rule. In addition to the transfer fee collected by the Association to cover the administrative costs associated with membership transfers, the Association shall collect a full Asset Enhancement Fee upon each transfer of title to a Lot, unless:

- (i) the transfer of title is an exempt transfer as defined in subparagraph (f) below, or
- (ii) the Lot in question is already subject to a New Member Fee, as set forth in subparagraph (g) below.

(b) Obligation to Pay. The Asset Enhancement Fee shall be:

- (i) charged to the grantor of the Lot,
- (ii) payable by the grantor or grantee, as their contract provides, to the Association at the close of escrow for the sale of the Lot, and
- (iii) recoverable by the Association as any other lien for assessments as set forth in Article VIII of the Declaration and Nevada law.

(c) Notice. Each Owner transferring a Lot shall notify the Association's secretary or designee, within three (3) days after an escrow has been opened, that the Lot is scheduled to be sold. Such notice shall include the name of the buyer, the estimated closing date, and any other information the Association may reasonably request.

(d) Calculation of Asset Enhancement Fee. The Asset Enhancement Fee shall equal 1/3 of one percent (1%) of the Gross Selling Price of the Lot, with all improvements, upgrades and premiums included, and shall be due upon the closing of the sale of the Lot. The Gross Selling Price shall be the total cost to the purchaser of the Lot, excluding the real property transfer taxes.

(e) Purpose. The Association shall deposit the Asset Enhancement Fee into the Association's operating account, for the purpose of, among other things, stabilizing assessments, and subsidizing the cost of enhancements and improvements to the Areas of Common Responsibility. By way of example and not limitation, Asset Enhancement Fees may be used to assist the Association in funding operating and maintenance costs for the recreational facilities, Common Area open space preservation and all other funding needs for operating the Association.

(f) Exempt Transfers. Any Owner acquiring title to a Lot on or before April 19, 2004, the Recording date of the Amendment adopting the Asset Enhancement Fee, is exempt from the Asset Enhancement Fee.

Any Owner acquiring title to a Lot after April 19, 2004 is obligated to pay the Asset Enhancement Fee, unless the transfer of title to the Lot is one of the following transactions:

- (i) by or to the Declarant, or its successor in interest;
- (ii) by a builder or developer holding title solely for purposes of development and resale;
- (iii) by a Person who is co-Owner of a Lot to another co-Owner of the Lot;
- (iv) by an Owner of a Lot to the Owner of the Lot and a family member of the Owner;
- (v) to the Owner's Estate, surviving spouse, or heirs at law, upon the death of the Owner;
- (vi) to an entity wholly owned by the Owner or to a family trust created by the Owner for the direct benefit of the Owner and his or her spouse and/or heirs at law;
- (vii) to an institutional lender as security for the performance of an obligation pursuant to a Mortgage;
- (viii) to a non-profit organization, as defined in Section 501(c)(3) of the Internal Revenue Code;

Notwithstanding the foregoing, if an Owner acquires title to a Lot pursuant to one or more of the exempt transfers set forth in paragraph (f) (i) – (viii) above, then that Owner is treated as the former Owner for the purpose of determining when an Owner acquired title. There is no limit to the number of consecutive, exempt transfers which may occur. For example, if Owner A owns a Lot at the time the Amendment is Recorded but conveys title to his Family Trust after the Amendment is Recorded, then the Family Trust will be treated as the Owner of the Lot prior to Recording of the Amendment if and when the Family Trust sells the Lot to a member of the general public.

(g) Relationship to New Member Fee. This Amendment does not alter or amend an Owner's obligation to pay a New Member Fee required by a Supplemental or Additional Declaration Recorded by the Declarant. Provided, however, that if an Owner is obligated to pay a New Member Fee pursuant to a Supplemental or Additional Declaration, then that Owner is only required to pay the portion of the Asset Enhancement Fee that exceeds the amount of the New Member Fee, if any.

2013 Nevada Revised Statutes

Chapter 116 - Common-Interest Ownership (Uniform Act)

NRS 116.31168 - Foreclosure of liens: Requests by interested persons for notice of default and election to sell; right of association to waive default and withdraw notice or proceeding to foreclose.

Universal Citation: NV Rev Stat § 116.31168 (2013)

1. The provisions of NRS 107.090 apply to the foreclosure of an association's lien as if a deed of trust were being foreclosed. The request must identify the lien by stating the names of the unit's owner and the common-interest community.

2. An association may, after recording a notice of default and election to sell, waive the default and withdraw the notice or any proceeding to foreclose. The association is thereupon restored to its former position and has the same rights as though the notice had not been recorded.

(Added to NRS by 1991, 570; A 1993, 2373)

EXHIBIT 9

SCA BYLAWS

BYLAWS section 3(f) was violated by FSR contract term 4.6 permitting to get compensation directly from members such as "Account Set-up Fee" as it permitted FSR to conceal that this foreclosure was not an arms-length transaction.

BYLAWS section 3.15 (f) was violated by the refusal to provide requested minutes.

BYLAWS section 3.15A(A(d)) for failure to hold the required hearing to decide if to foreclose and providing no opportunity for Owner to be present and/or request and open hearing.

BYLAWS section 3.15A(A(e)) for refusal to provide the requested copy of the decision.

BYLAWS section 3.17(i) for initiating foreclosure without complying with CC&Rs 7.4.

BYLAWS section 3.20 for over-delegation/negligent supervision of 3.18 (b) policy authority over collection of assessments.

BYLAWS section 3.21(b) for permitting FSR to keep payments from members "...for services related to change of ownership of a unit"

BYLAWS section 3.21 (f) (v) for stopping the publication of the collection reports as of 3/31/13.

BYLAWS section 3.26(a)(b)(c) for failure to provide proper notice, hearing and appeal. Section (d) (violation log) is the only term which is specifically inapplicable to violations "involving a failure to pay an assessment, for which the Board of Directors has imposed ...any other penalty."

BYLAWS section 4.6 for failure to require two signatures on contracts with debt collectors.

EXHIBIT 9

THIRD
AMENDED AND RESTATED BY-LAWS
OF
SUN CITY ANTHEM
COMMUNITY ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE I NAME; PRINCIPAL OFFICE; DEFINITIONS.....	2
Section 1.1. Name.....	2
Section 1.2. Principal Office	2
Section 1.3. Application	2
Section 1.4. Definitions	2
ARTICLE II ASSOCIATION; MEMBERSHIP; MEETINGS; QUORUM, VOTING; RIGHTS	2
Section 2.1. Membership.....	2
Section 2.2. Place of Meetings	3
Section 2.3. Annual Members Meetings	3
Section 2.4. Special Members Meetings	3
Section 2.5. Notice of Members Meetings	3
Section 2.6. Waiver of Notice	3
Section 2.7. Adjournment of Meetings.....	4
Section 2.8. Voting.....	4
Section 2.9. Proxies	5
Section 2.10. Majority	5
Section 2.11. Quorum.....	5
Section 2.12. Conduct of Meetings	5
Section 2.13. Action Without a Members Meeting.....	6
Section 2.14. Minutes of Meeting.....	6
Section 2.15. Recording.....	6
ARTICLE III BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS.....	6
Section 3.1. Governing Body Composition.....	7
Section 3.2. Number of Directors.....	7
Section 3.3. Directors During Declarant Control Period.....	7
Section 3.4. Nomination	9
Section 3.5. Election and Term of Office.....	10
Section 3.6. Removal of Directors and Vacancies	11
Section 3.7. Organizational Meetings.....	11
Section 3.8. Regular Board Meetings.....	11
Section 3.9. Special Board Meetings.....	11
Section 3.10. Notice	12
Section 3.11. Telephonic Participation in Board Meetings	12
Section 3.12. Quorum of Board of Directors.....	12
Section 3.13. Compensation	14
Section 3.14. Conduct of Board Meetings.....	14
Section 3.15. Open Board Meetings	14
Section 3.15A Executive Session.....	15
Section 3.16. Action Without a Formal Board Meeting.....	16
Section 3.16A Minutes of Board Meetings.....	16

Section 3.16B Recording	16
Section 3.17. Powers	16
Section 3.18. Duties.....	16
Section 3.19. Right of Declarant to Disapprove Actions	18
Section 3.20. Management	18
Section 3.21. Accounts and Reports.....	18
Section 3.22. Borrowing.....	19
Section 3.23. Right to Contract	20
Section 3.24. Board Training.....	20
Section 3.25. Board Standards.....	20
Section 3.26. Enforcement Procedures.....	20
ARTICLE IV OFFICERS	22
Section 4.1. Officers	22
Section 4.2. Election and Term of Office.....	22
Section 4.3. Removal and Vacancies.....	22
Section 4.4. Powers and Duties	22
Section 4.5. Resignation	22
Section 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.....	22
Section 4.7. Compensation	22
ARTICLE V COMMITTEES	23
Section 5.1. General	23
Section 5.2. Deed Restriction Enforcement Committee.....	23
Section 5.3. Neighborhood Committees.....	23
ARTICLE VI MISCELLANEOUS.....	23
Section 6.1. Fiscal Year.....	23
Section 6.2. Parliamentary Rules.....	23
Section 6.3. Conflicts	24
Section 6.4. Books and Records	24
Section 6.5. Notices.....	24
Section 6.6. Amendment	25
Section 6.7. Membership Book	25
Section 6.8. Diagrams.....	25
Section 6.9 Severability.....	25

(a) Any director, officer, or manager shall not solicit or accept any form of compensation, gratuity, or other remuneration that:

- (i) Would improperly influence or would appear to a reasonable person to improperly influence the decisions made by those persons; or
- (ii) Would result or would appear to a reasonable person to result in a conflict of interest for those persons.

(b) Notwithstanding the provisions of subsection (a), a member of the Board of Directors, an Officer, a community manager or any person working for a community manager shall not accept, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value from:

- (i) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, which total more than the amount established by the Commission for Common-Interest Communities and Condominium Hotels (the "Commission") by regulation, not to exceed \$100 per year per such attorney, law firm or vendor; or
- (ii) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Declarant, affiliate or person.

(c) An attorney, law firm or vendor, or any person working directly or indirectly for the attorney, law firm or vendor, shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(d) The Declarant, an affiliate of the Declarant or any person responsible for the construction of the Association shall not provide, directly or indirectly, any gifts, incentives, gratuities, rewards or other items of value to a member of the Board of Directors, an Officer, the community manager or any person working for the community manager which total more than the amount established by the Commission by regulation, not to exceed \$100 per year per such Board member, Officer, community manager or person.

(e) In addition to the limitations set forth in subsection (a), a community manager shall not solicit or accept any form of compensation, fee or other remuneration that is based, in whole or in part, on:

- (i) The number or amount of fines imposed against or collected from an Owner or tenants or guests of the Owners for violations of the Governing Documents of the Association; or
- (ii) Any percentage or proportion of those fines.

(f) The provisions of this Section 3.13 do not prohibit a community manager from being paid compensation, a fee or other remuneration under the terms of a contract between the community manager and the Association if:

- (i) The scope of the respective rights, duties and obligations of the parties under the contract comply with the standards of practice for community managers adopted by the Commission pursuant to NRS 116A.400;
- (ii) The compensation, fee or other remuneration is being paid to the community manager for providing management of the Association; and

- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

(b) The Board of Directors may not meet in executive session to enter into, renew, modify, terminate, or take any other action regarding a contract, unless it is a contract between the Association and an attorney.

(c) The Board of Directors may meet in executive session only to:

(i) Consult with the attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the privilege set forth in NRS 49.035 to 49.115, inclusive, or entering into, renewing, modifying, terminating or taking any other action regarding a contract between the Association and an attorney;

(ii) Discuss the character, alleged misconduct, professional competence or physical or mental health of a community manager or an employee of the Association;

(iii) Discuss a violation of the Governing Documents including, without limitation, the failure to pay an assessment; or

(iv) Discuss the alleged failure of an Owner to adhere to a schedule required by the Association for completion of the design of an Improvement or modification, or the commencement and completion of construction, or the issuance of a permit necessary for the occupancy or use, of such Improvement or modification, if such alleged failure may subject the Owner to a construction penalty as provided in the Declaration.

(d) The Board of Directors shall meet in executive session to hold a hearing on an alleged violation of the Governing Documents unless the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted by the Board of Directors. If the person who may be sanctioned for the alleged violation requests in writing that an open hearing be conducted, the person:

(i) Is entitled to attend all portions of the hearing related to the alleged violation, including, without limitation, the presentation of evidences and the testimony of witnesses; and

(ii) Is not entitled to attend the deliberations of the Board of Directors.

(e) Except as otherwise provided in this section, any matter discussed by the Board of Directors when it meets in executive session must be generally noted in the minutes of the meeting of the Board of Directors. The Board of Directors shall maintain minutes of any decision concerning an alleged violation and, upon request, provide a copy of the decision to the person who is subject to being sanctioned at the hearing or to his designated representative.

(f) Except as otherwise provided above, an Owner is not entitled to attend or speak at a meeting of the Board of Directors held in executive session.

3.16. Action Without a Formal Board Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. Written consent or consents shall be filed with the minutes of the Board's proceedings. A notice of the Board's action shall be posted in a prominent place within the Properties within three business days after all written consents to an action have been obtained. Failure to give notice shall not render the action taken invalid.

moisture intrusion. The Association understands and agrees that absent this specific indemnity, the Agent would not enter into this Agreement or undertake any actions to assist the Association.

4.4 Deposit of Association Funds. Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution approved by the Board. Such deposits shall be insured in accordance with NRS 116.311395 (2). The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

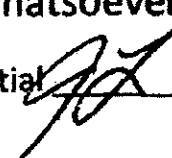
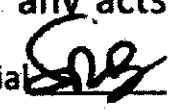
4.5 Reserve Accounts. All reserve funds of the Association shall be segregated and held in designated reserve accounts in a bank or other financial institution in accordance with NRS 116.31195 (1). No fewer than two Board member signatures shall be required to authorize disbursement of funds from the reserve accounts. Access to such account information shall be provided to Agent in order that Agent may perform its financial accounting and reporting responsibilities to the Association.

4.6 Payment of expenses. Agent shall direct the payment of all expenses of operation and management of the Association from the Association's funds held in account by Agent. In the event that Agent pays with its funds any costs, expenses or fees in connection with the operation and management of the Association, including, but not limited to, payroll for on-site personnel, such amounts owed to Agent or due to be reimbursed to Agent shall be paid from an Association operating account at any time without prior approval of the Board.

Furthermore, in consideration for the services provided by the Agent directly to a member of the Association, the Association hereby assigns any right, title and interest it may have to the fees listed on Attachment B charged to the member by the Association, such as the homeowner "Account Set Up Fee", and any other fees, charges and costs of the Agent, for services related to the change in ownership of a unit within the Association or otherwise, to the Agent, and authorizes the Agent to receive said fees, charges and costs directly from the escrow company, banking institution, trustee company, law firm, new or former owner, or other appropriate party that collects, distributes and/or pays the fees, charges and costs.

4.7 Designation of one Board member to deal with Agent. The Association's President is the only person authorized to interact with Agent on any matter relating to the management of the Association, except that the Association's Treasurer is authorized to provide direction to Agent's CFO related to the implementation of board policies and approved standards of financial reporting. Agent shall not accept direction or instructions with regard to the management of the Association from anyone else, except that the Vice President may interact with Agent should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

4.8 Agent assumes no liability. Agent assumes no liability whatsoever for any acts

Initial  Initial 

ATTACHMENT B
Listing of Charges
Page 1 of 1

Specific Homeowner Fees:

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

Initial Initial

- (iii) The compensation, fee or other remuneration is not structured in a way that would violate the provisions of subsection (a) or (e).

(g) Except as otherwise provided in this Section 3.13, a director or officer of the Association shall not:

- (i) On or after October 1, 2003, enter into a contract or renew a contract with the Association to provide goods or services to the Association or;
- (ii) Otherwise accept any commission, personal profit or compensation of any kind from the Association for providing goods or services to the Association.

(h) The provisions of this Section 3.13 do not prohibit the Declarant, an affiliate of the Declarant or an officer, employee or agent of the Declarant from:

- (i) Receiving any commission, personal profit or compensation from the Association, the Declarant or an affiliate of the Declarant for any goods or services furnished to the Association;
- (ii) Entering into contracts with the Association the Declarant or affiliate of the Declarant; or
- (iii) Serving as a member of the Board of Directors or as an officer of the Association.

3.14. Conduct of Board Meetings. The President shall preside over all Board meetings, or the Vice President in the President's absence and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15. Open Board Meetings. Subject to the provisions of Section 3.16, all Board meetings shall be open to all Members. Members other than directors may participate in any discussion or deliberation except those taking place in executive session; provided, the President may place reasonable limitations on the time any such individual may speak on any matter.

Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude Persons other than directors, to (a) consult with an attorney for the Association on matters relating to proposed or pending litigation if the contents of the discussion would otherwise be governed by the attorney-client privilege; (b) discuss matters relating to personnel; or (c) discuss a violation of the Governing Documents alleged to have been committed by an Owner. Any matter discussed in executive session must be generally noted in the Board meeting minutes. Further, the Board shall maintain detailed minutes of any matter discussed regarding an Owner's alleged violation of the Governing Documents and, upon request, provide a copy of those minutes to said Owner (or his or her designated representative).

3.15A Executive Session.

(a) Except as otherwise provided in this section, an Owner may attend any meeting of the Members or of the Board of Directors and speak at any such meeting. The Board of Directors may establish reasonable time limitations on the time an Owner may speak at such a meeting.

3.16A Minutes of Board Meetings.

(a) The Secretary or other Officer specified in the By-Laws shall cause minutes to be recorded or otherwise taken at each meeting of the Board of Directors. Not more than 30 days after each such meeting said person shall cause the minutes or a summary of the minutes of the meeting to be made available to the Members or Owners. A copy of the minutes or a summary of the minutes must be provided to any Owner upon request and, if required by the Board of Directors, upon payment to the Association of the cost of providing the copy.

(b) Except as otherwise provided below, the minutes of each meeting of the Board of Directors must include:

(i) The date, time, and place of the meeting;

(ii) Those members of the Board of Directors who were present and those members who were absent at the meeting;

(iii) The substance of all matters proposed, discussed, or decided at the meeting;

(iv) A record of each member's vote on any matter decided by vote at the meeting; and

(v) The substance of remarks made by any Owner who addresses the Board of Directors at the meeting if he requests that the minutes reflect his remarks or, if he has prepared written remarks, a copy of his prepared remarks if he submits a copy for inclusion.

(c) The Board of Directors may establish reasonable limitations on the materials, remarks, or other information to be included in the minutes of its meetings.

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

3.16B Recording. An Owner may record on audiotape or any other means of sound reproduction, a meeting of the Board of Directors, unless the Board of Directors is meeting in executive session, as long as the Owner, before recording the meeting, provides notice of his intent to record the meeting to the members of the Board of Directors and the other individuals who are in attendance.

C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary to administer the Association's affairs and to perform all responsibilities and exercise all the Association's rights as set forth in the Governing Documents, the Act, and as otherwise provided by law. Except for those acts or other powers which are to be done and exercised by the membership, or otherwise limited or prohibited under Nevada law or the Governing Documents, the Board may do or shall cause to be done all acts and things which in their business judgment benefits the Association.

3.18. Duties. The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel and contract with managers as necessary, including affiliates of Declarant, to carry out the Association's rights and responsibilities and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on Association's behalf in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;
- (f) making and amending Use Restrictions and Rules in accordance with the Declaration;
- (g) opening of bank accounts on the Association's behalf and designating the signatories required;
- (h) making or contracting to make repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Laws,
- (i) enforcing the Governing Documents and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned as provided in Section 7.4 of the Declaration;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association;
- (m) keeping books with detailed accounts of the Association's receipts and expenditures;
- (n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other Association books, records, and financial statements as provided in Section 6.4;
- (o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and,
- (p) indemnifying an Association director, officer, or committee member, or former director, officer, or committee member to the extent such indemnity is permitted or required by Nevada law, the Articles, or the Declaration.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) Association cash accounts shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution).

(g) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose. The Board shall obtain approval of Members entitled to cast at least a majority of votes at a duly called and held Members meeting at which a quorum is present if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

Portions of the Common Area may be subjected to a security interest by the Association provided that Home Owners entitled to cast at least a majority of the Association's votes, including a majority of the votes of Lots not owned by Home Owners, agree to such action.

Limited Common Area may also be subjected to a security interest provided that all Owners of Lots to which the area is allocated agree to such action. During the Declarant Control period, no Mortgage shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Home Owners representing at least 67% of the total votes attributable to Home Owners in the Association and the approval of the U. S. Department of Housing and Urban Development or the U.S. Department of Veteran Affairs, if either such agency insures or guarantees the Mortgage on any Lot.

3.23. Rights to Contract. The Association shall have the right to contract with any Person for the performance of various duties, functions, and services. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhoods and other owners or residents associations, within and outside the Properties and Anthem; provided, any common management agreement shall require the consent of a majority of the total number of Association directors. The Association shall have the right to terminate contracts entered into during the Declarant Control period as set forth in the Act.

3.24. Board Training. In conjunction with this requirement, prior to serving as a director, each Board member shall certify in writing that he or she has read and understands the Governing Documents and the provisions of the Act. Each director shall attend a Board training seminar within the first six months he or she serves as a director. Such seminar shall educate the directors about their responsibilities and duties and may be live, video or audio tape, or other format. The Board shall offer the seminar at a time reasonably convenient for the subject director.

3.25. Board Standards. In the performance of their duties, Association directors and officers shall act as fiduciaries and are subject to insulation from liability provided for directors and officers of corporations by Nevada laws and Section 116.3103 of the Act, and as otherwise provided in the Governing Documents. Directors are required by Section 116.3103 of the Act to exercise the ordinary and reasonable care of directors of a corporation, subject to the business judgment rule.

As defined herein, a director shall be acting in accordance with the business judgment rule so long as the director: (a) acts within the express or implied terms of the Governing Documents and his or her actions are not *ultra vires*; (b) affirmatively undertakes to make decisions which are necessary for the continued and successful operation of the Association and, when decisions are made, they are made on an informed basis; (c) acts on a disinterested basis, promptly discloses any real or potential conflict of interests (pecuniary or other), and avoids participation in such decisions and actions; and (d) acts in a non-fraudulent manner and without reckless indifference to the affairs of the Association. A director acting in accordance with the business judgment rule shall be protected from personal liability.

Board determinations of the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

3.26. Enforcement Procedures.

Prior to exercising certain enforcement rights set forth in Section 7.4 of the Declaration and the Governing Documents, the Association shall comply with the following notice and hearing procedures:

(a) Notice. Prior to imposing any sanction as provided in the Governing Documents which requires notice, the Board or, if so directed by the Board, the Deed Restriction Enforcement Committee, or the management agent, shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the Deed Restriction Enforcement Committee within 15 days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless the Board or the Deed Restriction Enforcement Committee receives a request for a hearing within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If the Board or the Deed Restriction Enforcement Committee does not receive a timely request for a hearing, the sanction stated in the notice shall be imposed; provided, the Board or the Deed Restriction Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction any Person's future violations of the same or other provisions and rules.

(b) Hearing. If the alleged violator requests a hearing within the allotted 15-day period, the hearing shall be held before the Deed Restriction Enforcement Committee, or if it has not been established, before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Deed Restriction Enforcement Committee, the alleged violator shall have the right to appeal the decision to the Board. To perfect this right, the alleged violator must file a written notice of appeal with the management agent, President, or Secretary of the Association within 15 days after the hearing date. The Board may promulgate guidelines with respect to filing such written appeals.

Notwithstanding anything to the contrary in this Section, the Board may elect to enforce the Governing Documents by certain sanctions set forth in Section 7.4 of the Declaration including by suit at law or in equity to enjoin any violation, or to recover monetary damages, or both, without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or other Person responsible for the violation shall pay all costs, including reasonable attorneys' fees actually incurred.

(d) Violation Log.

(i) The Board of Directors of an Association shall maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an assessment, for which the Board of Directors has imposed a fine, a construction penalty or any other sanction. The general record:

- (A) Must contain a general description of the nature of the violation and the type of sanction imposed. If the sanction imposed was a fine or construction penalty, the general record must specify the amount of the fine or construction penalty;
- (B) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information that may be used to identify the person or the location of the Lot, if any, that is associated with the violation; and

- (C) Must be maintained in an organized and convenient filing system or date system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

ARTICLE IV OFFICERS

4.1. Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer, each of whom shall be elected from among the Board members. Other officers may, but need not be, Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same individual, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first Board meeting following the election of the Directors and shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served. The Board may fill a vacancy arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, the Board may direct any officer to perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for preparing the Budget as provided in the Declaration and these By-Laws and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other Person or Persons as may be designated by Board resolution. The Board shall require signatures for the withdrawal of reserve funds of either two Board members or a Board member and officer of the Association who is not also a Board member. For purposes of this Section, "reserve funds" means monies the Board has identified in the budget for use to defray the future repair or replacement of, or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

3.19. Right of Declarant to Disapprove Actions. The rights set forth in this Section shall continue until expiration of the Declarant Control Period.

(a) Declarant's Right to Disapprove Actions. Declarant voluntarily may relinquish its right to appoint and remove Association officers and directors; provided, in such instance, Declarant shall have the right to disapprove any Association action, policy, or program, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of the Properties, or diminish the level of services the Association provides.

(b) Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Association's Secretary, which notice complies with the requirements for notice of Board meetings set forth in Section 3.10 and which notice shall set forth in reasonable particularity the agenda to be followed at such meeting.

(c) Participation. Declarant shall be given the opportunity at any Association meeting, including Board and committee meetings, to join in or to have its representatives, or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. Declarant, its representatives, or agents may make its concerns, thoughts, and suggestions known to the Board and/or members of the subject committee, either during or outside of the meeting.

(d) Time Period for Consent. Declarant, acting through any officer, or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counterclaim on behalf of any committee, the Board, or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

No action, policy, or program subject to Declarant's right of disapproval shall become effective or be implemented until and unless the requirements of subsections (b) and (c) above have been met and the time period set forth in this subsection (d) has expired.

3.20. Management. The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy making authority or those duties set forth in Sections 3.18(a), 3.18(b), 3.18(e), 3.18(f), 3.18(g) and 3.18(i). Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

ARTICLE V COMMITTEES

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, any committee member, including the committee chair, may be removed by the vote of a majority of the directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.

5.2. Deed Restriction Enforcement Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board shall appoint a Deed Restriction Enforcement Committee consisting of at least three and no more than seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Deed Restriction Enforcement Committee shall be responsible for taking such enforcement actions set forth in the Governing Documents, shall be the hearing tribunal of the Association, and shall conduct hearings held pursuant to Section 3.26.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or Neighborhood Association may, but is not required to, elect a Neighborhood Committee to determine the nature and extent of services, if any, collectively desired by the Owners to be provided to the Neighborhood by the Association in addition to those provided to all Association Owners. A Neighborhood Committee is an advisory committee only and, unless otherwise expressly provided by the Governing Documents or delegated by the Board, it shall have no authority to govern or administer the affairs of the Neighborhood. The Neighborhood Committee may advise the Board on any issue, but it shall not have the authority to bind the Board.

Upon receipt of a signed petition of 10% or more of a Neighborhood's Owners, the Board shall authorize the establishment of a Neighborhood Committee for that Neighborhood. As determined by the Board, a Neighborhood Committee shall consist of three to five members. The Board shall promulgate procedures for electing committee members and for conducting Neighborhood Committee affairs in general. Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. Members of the Neighborhood Committee shall elect a chairperson who shall preside at its meetings and be responsible for transmitting all communications to the Board.

In conducting its duties and responsibilities, each Neighborhood Committee shall abide by notice and quorum requirements applicable to the Board under Sections 3.10, 3.11, and 3.12. Neighborhood Committee meetings shall be open to all Neighborhood Lot Owners.

ARTICLE VI MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (the then current edition) shall govern the conduct of Association proceedings when not in conflict with Nevada law, the Articles of Incorporation, the Declaration, or these By-Laws.

EXHIBIT 10

**RESOLUTION ESTABLISHING THE GOVERNING
DOCUMENT POLICY & PROCESS**

EXHIBIT 10

RESOLUTION ESTABLISHING THE GOVERNING DOCUMENTS
ENFORCEMENT POLICY & PROCESS

Sun City Anthem Community Association, Inc.

Whereas, the Association's affairs shall be governed by a Board of Directors (By-Laws, Article III. Section A, Paragraph 3.1), and

Whereas, the Board may create, modify, and enforce reasonable Rules governing the use of the Properties (CC&Rs, Article III, Section 3.3(a), and

Whereas, the Board has fiduciary duty to the Members to protect and maintain the Properties, and

Whereas, the Board has a duty to fairly enforce the rules of the Association, and

Whereas, the Board desires to clearly describe the process for enforcing the Association's Governing Documents, and

Whereas, the Board desires to clearly describe the consequences for non-compliance with the rules of the Association,

Therefore Be It Resolved, the following Governing Documents Enforcement Policy Process is adopted:

1. **Notice of Violation:** A Notice of Violation or Notice of Alleged Violation will be sent by the Board of Directors (or its managing agent as the Board may direct) via first class mail to the alleged violator/homeowner at the address provided by the homeowner/alleged violator to the Sun City Anthem Community Association, Inc. The letter shall include the following information:
 - A description of the violation,
 - A specific reference to the provision(s) of the Association's Governing Documents that is alleged to be violated
 - A request that the homeowner respond in writing and comply with the requirement
 - A time limit for compliance. The alleged violator will be given at least seven (7) days to comply with the requirement, and
 - Notice that failure to comply may result in a hearing before the Covenants Committee.

2. **Notice of Hearing:** A Notice of Hearing Letter will be sent by the Board of Directors (or its managing agent) via first class and certified U.S. mail to the alleged violator/homeowner if compliance is not achieved in the required time specified in the Notice of violation. The Notice of Hearing letter shall include the following information:
 - A description of the violation,

- A specific reference to the provision of the Association's Governing Documents that has been violated,
- A request that the alleged violator comply with the Governing Document provision that is specified within a specified number of days or by a specified date.
- Notification that a fine of \$100.00 per week may be assessed if the violation is not cured, and that other sanctions, as set forth in the' CC&Rs (Article VII, Section 4) may be imposed,
- Notification that in the case of a determination that the conduct is a violation and poses an immediate threat of causing a substantial adverse effect on the health, safety or welfare of the residents of the community there is no statutory limit on the fines.
- Notification that a hearing, at a specific date and time, will be held.
- Notification that the hearing will be held and a decision made whether or not the member attends the hearing.
- The alleged violator (homeowner) has one opportunity to reschedule the hearing by requesting another date in writing in advance of the scheduled date.
- A copy of the Notice of Hearing letter shall be sent to the property address and to the alleged violator/homeowner address of record if the two addresses are different.

The Covenants Committee will serve as the Hearing Panel (By-Laws Article III, Section C, paragraph 3.26) with the administrative assistance of the Managing Agent. The alleged violator will have the right to make a statement to the Hearing Panel, present written testimony, provide documentation, and/or invite a witness to testify on their behalf. The Hearing Panel will make a decision after the alleged violator leaves the hearing.


3. **Notice of Fines and/or Sanctions:** Notice of Fine or Sanction letter will be sent by the Managing Agent via regular and certified mail within five business days after the hearing if fines or sanctions are imposed and will include the following:
 - The decision of the Hearing Panel,
 - The fines and/or sanctions imposed (if any),
 - Notice that if the violation is not cured prior to the date of the initial fine/sanction posting date, the fine/sanction(s) will begin as directed by the Covenants Committee Hearing Panel.
 - Notice that if the owner/violator does not agree with the Hearing Panel's decision, the owner/violator has fifteen (15) days to submit a written appeal to Board of Directors. All fines and/or sanctions will be temporarily suspended until the appeal is heard.
 - If the appeal is denied, the fines will be reinstated to the date the fines or sanctions were originally to begin. If there is no appeal, the initial fine and any continuing violations fines shall be charged to the homeowner/violator account.

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

All appeals are reviewed in Executive Session before at least a quorum of the Board of Directors unless the violator requests the hearing be held in public. The homeowner/violator will have the right to make a statement to the Board of Directors. The decision by the Board of Directors will be made after the homeowner/violator leaves the Appeal Hearing. If the appeal was made directly to the Community Association and not via the collection agency then the Association shall send an Appeal Hearing Determination Letter within five (5) business days after the Appeal Hearing. The decision of the Board of Directors is final.

4. Health, Safety, and Welfare Violations: If it is determined that a violation poses an imminent threat which would cause a substantial adverse effect on the health, safety, or welfare of the owners and occupants of the Association, then the Board of Directors, at its sole discretion, may set aside the timeline described in Items 1-4 above. The Board of Directors shall undertake any and all actions necessary to compel compliance including liens, foreclosures, or enforcement by declaratory and injunctive relief. All costs and fees incurred by the Association will be charged back to the member.
5. Once a total of \$500.00 in fines has been assessed for any violation, the matter may be processed for collection and a lien may be filed on the property.

Adopted the 17th day of November 2011 at a duly constituted meeting of the Board of Directors of the Sun City Anthem Community Association, Inc.


James J. Long, President

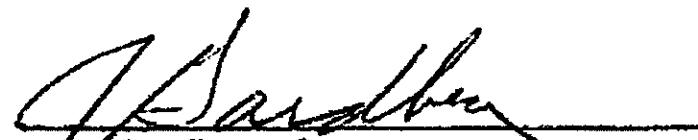
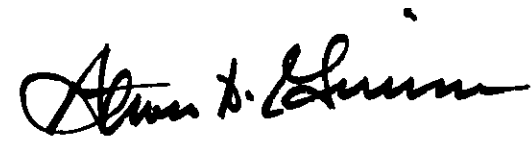

Jerry Gardberg, Secretary

EXHIBIT 11



CLERK OF THE COURT

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

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

7
8 **JOEL A. STOKES and SANDRA F. STOKES,**
as trustees of the JIMI JACK IRREVOCABLE
9 TRUST,

10 Plaintiffs,

11 vs.

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

14 Defendants.

15
16 **NONA TOBIN, an individual, and Trustee of**
the GORDON B. HANSEN TRUST, dated
17 8/22/08

18 Counter-Claimant,

19 vs.

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

22 Counter- Defendants.
23
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**NONA TOBIN'S ANSWER TO
PLAINTIFF'S COMPLAINT AND
COUNTERCLAIM**

1 **ANSWER**

2 COME NOW, Defendant-in-Intervention, NONA TOBIN, Trustee of the Gordon B.
3 Hansen Trust, an individual, (Hereinafter "*Defendant*"), in proper person, and hereby answers
4 the five claims for relief in Plaintiffs' June 16, 2015, complaint and affirms or denies the
5 Plaintiffs' allegations as follows:

6 1. Defendant admits the allegations contained in paragraphs: 3, and 8 of Plaintiffs'
7 complaint.

8 2. Defendant denies the allegations contained in paragraphs: 1, 4, 5, 6, 9, 11, 12, 13,
9 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 32, 34, 35, and 36 of Plaintiffs'
10 complaint.

11 3. Defendant is without sufficient knowledge or information to form a belief as to
12 truth of the allegations contained in paragraphs: 2, 7, 10, 19, 24, 29, and 33 of Plaintiffs'
13 complaint, and deny these allegations upon that basis.

14 **AFFIRMATIVE DEFENSES**

15 **FIRST AFFIRMATIVE DEFENSE**
16 **(Failure to State a Claim)**

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

19 **SECOND AFFIRMATIVE DEFENSE**
20 **(Priority)**

21 Defendant's equitable Grant, Bargain, Sale Deed takes priority over Plaintiffs' fraudulent
22 Quit Claim Deed.

23 **THIRD AFFIRMATIVE DEFENSE**
24 **(Assumption of Risk)**

Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the

1 situations, actions, omissions, and transactions upon which they now base their various claims
2 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is
3 consequently barred from all recovery by such assumption of risk.

4 **FOURTH AFFIRMATIVE DEFENSE**
5 **(Commercial Reasonableness)**

6 Per *Shadow Wood Court*, (*Shadow Wood Homeowners Association Inc. v. NY Com. Bank*
7 132 Nev. Adv Op 5 at 15 (2016), this Court must invalidate the HOA Sale as the sale price was
8 less than 20% of Fair Market Value and the sale involved unjust enrichment, and fraudulent acts,
9 and omissions and fraudulent concealment of misdeeds.

10 **FIFTH AFFIRMATIVE DEFENSE**
11 **(Equitable Doctrines and NRS 116.1113 Obligation of good faith)**

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

14 **SIXTH AFFIRMATIVE DEFENSE**
15 **(Fraudulent Concealment)**

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

22 **SEVENTH AFFIRMATIVE DEFENSE**
23 **(Waiver and Estoppel)**

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

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1 interest without due process pursuant to: Due Process Clause of the Nevada Constitution and
2 United States Constitution, violations of the Sun City Anthem Community Association, Inc.
3 (HOA) governing documents; non-compliance with NRS 116.31085, NRS 38.310, NRS
4 116.31162 through NRS 116.31168, for reasons equivalent to due process violations lenders
5 experienced by the opt-in notice scheme of NRS 116.3116 et seq.

6
7 **ELEVENTH AFFIRMATIVE DEFENSE**
8 **(Supremacy Clause)**

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

12
13 **TWELFTH AFFIRMATIVE DEFENSE**
14 **(Property Clause)**

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

17
18 **THIRTEENTH AFFIRMATIVE DEFENSE**
19 **(Unjust Enrichment)**

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

23
24 **FOURTEENTH AFFIRMATIVE DEFENSE**
(Failure to Mitigate Damages)

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

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1 **FIFTEENTH AFFIRMATIVE DEFENSE**
2 **(Additional Affirmative Defenses)**

3 Defendant hereby incorporate by reference those affirmative defenses enumerated in Rule
4 8 of the Nevada Rules of Civil Procedure as though fully set forth herein. In the event further
5 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the
6 right to seek leave of court to amend this answer to specifically assert the same. Such defenses
7 are herein incorporated by reference for the specific purpose of not waiving same.

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

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

15 **COUNTERCLAIM**

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

20 **I.**

21 **PARTIES, JURISDICTION, AND VENUE**

22 1. Counter-Claimant, NONA TOBIN, Trustee of the GORDON B. HANSEN TRUST,
23 Dated 8/22/08, (Herein "*Counter-Claimant*" or "*Tobin*"), is an Individual, and is a resident of
24 Sun City Community Association, Inc. (HOA), Henderson, Nevada. She is a beneficiary of, and

1 the Trustee of, the Gordon B. Hansen Trust, dated 8/22/08 as amended 8/10/11 (Herein “*GBH*
2 *Trust*”), the titleholder of the Subject Property at the time of the disputed foreclosure sale (Herein
3 “HOA sale”) for delinquent assessments (Herein “HOA dues”).

4 2. Upon information and belief, Counter-Defendants, JOEL A. STOKES and SANDRA
5 F. STOKES, (Herein “*Stokes*” or “*Counter-Defendants*”) are the trustees of the JimiJack
6 Irrevocable Trust (Herein “*Jimijack*”), and are residents of Nevada.

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

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

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

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

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

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III.

GENERAL ALLEGATIONS

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

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

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

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

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

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

14. That on August 15, 2014, the Subject Property was sold at an HOA foreclosure sale that was held by Sun City Anthem Community Association, Inc., and was purchased by Opportunity Homes, LLC, alter ego of Realtor Thomas Lucas, for a commercially unreasonable sum of

1 \$63,100.00.

2 15. That the HOA foreclosure sale violated Nevada law, and was otherwise procedurally
3 defective, null, and *void*.

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

8 **FIRST CAUSE OF ACTION:**

9 **(Quiet Title and Equitable Relief)**

10 17. The HOA Sale is void and should be set aside or rescinded for failure of HOA, the
11 HOA Agents and the fictitious Defendants to assure due process to Counter-Claimant via the
12 provision of proper, and sufficient notices or conduct hearings, appeals, or pre-foreclosure
13 mediation as required by Nevada statutes and the HOA governing documents.

14 18. Due to the numerous defects in the chain of title via the invalid HOA sale, and invalid
15 subsequent transfers of title, Counter-Defendants are not bona fide title holders and are co-
16 conspirators in the fraudulent conveyance of the property, and Counter-Claimant is entitled to
17 declaratory relief, quieting title in her favor.

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

22 20. That Counter-Claimant is entitled to determination from this Court that the HOA Sale is
23 unlawful and void and conveyed no legitimate interest to Counter-Defendants.
24

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

3 22. That Subsequent Purchasers STOKES/JIMJACK and F. BONDURANT were not Bona
4 Fide Purchasers nor Innocent Third Parties who deserve the Court's protection. (*Smith v. United*
5 *States*, 373 F.2d 419, 424 as cited in *Shadow Wood*.)

6 23. Counter-Claimant alleges that the Stokes and other subsequent purchasers have
7 “Unclean Hands”, are not bona fide purchasers for value, and not innocent third parties, and:

8 24. That NRS 111.180 (2) rules out the Stokes, Jimijack, and F. Bondurant, LLC in default,
9 and Yuen Lee as innocent parties in that the subsequent purchaser cannot be deemed bona fide if
10 they “had actual knowledge, constructive notice or reasonable cause to know of the fraud
11 intended.”

12 25. That Joel and Sandra Stokes cannot be construed to be innocent third parties because
13 of: a) their knowledge of other HOA foreclosures and clouded titles they own; b) their
14 participation in fraudulent acts during the property's re-conveyance after the sale; c) their failure
15 to properly register and license Jimijack as a business entity while attempting to use it as a shield
16 against the property's forfeiture in an adverse judgment; and d) their knowledge of the defects in
17 this property's title that increased their probability of gaining an unjust windfall from a first deed
18 of trust without a clear owner of the Note.

19 26. That F. Bondurant, LLC in default, as the other supposed successive purchaser, also has
20 many flaws in the manner title passed briefly through an entity in default.

21 27. That the F. Bondurant “Manager” Yuen K. Lee's signature is on the falsely notarized
22 deed as if LEE were LUCAS who had the authority to convey the property to the Stokes.

23 28. That JIMIACK lacks standing to be the Real Party in Interest, as it is not a properly
24

1 licensed and registered entity to conduct business in Nevada, per NRS Chapter 76, 78, 80, 86 or
2 88 or 88A.

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

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

9 31. That owning and receiving rents from HOA foreclosures is business for which proper
10 business licensing is required (NRS 363.015).

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

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

16 34. That STOKES are using protections and accessing freedoms afforded to other types of
17 trusts under NRS 163 and NRS 164 intended to illegitimately protect property from forfeiture
18 rather than the more conventional use of Grantor Trusts to protect assets after the death of the
19 Grantor.

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

23 ///

1 f. refusing to provide a certified copy of the page where the entry should have been;
2 and

3 g. Refusing to allow her journal to be inspected for other signatures she notarized
4 involving parties in this case, or their Counsel, Mr. Hong. See, NRS 240.120(6)(a)
5 NRS 240.147

6 40. Counter-Claimant alleges that the notary, CluAynne A. Corwin, and her attorney,
7 Peter Mortenson, share a law office with F. Bondurant's non-commercial agent and Stokes'
8 attorney, Joseph Hong, and that their actions unfairly advantaged Hong's client, the Stokes.

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

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

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

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

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

22 44. That the instrument cannot legally convey real property due to the violations of the
23 *Statute of Frauds*:

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

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

4 47. c) NRS 111.345 does not permit an improperly notarized instrument to legally convey
5 real property or to be received into evidence.

6 **THIRD CAUSE OF ACTION:**

7 **UNJUST ENRICHMENT**

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

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

13 50. That the Stokes acquired the Subject Property for a commercially unreasonable sum of
14 One Dollar.

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

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

21 53. That the Stokes have acquired multiple HOA foreclosures which share a common
22 defect in the chain of title through the same questionable "Quit Claim for One Dollar Method",
23 and that their knowledge of specific title defects made these properties the perfect targets to
24

1 perpetuate an extraordinarily profitable “rental scam”, i.e., be able to collect rents on a property
2 purchased for pennies on a dollar and without paying a mortgage, taxes, or insurance for a very
3 long time because there was no clear owner of the security interest with standing to foreclose.

4 54. That the Stokes’ accumulation of excessive profits from acquiring multiple similarly-
5 distressed HOA foreclosure properties is not a product their astute real estate investment acumen
6 or strategy or a fortuitous happenstance of timing, but rather by illicit acts in complicity with the
7 buyers and sellers at the HOA sales that permitted them to unjustly and covertly to enrich
8 themselves.

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

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

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

4 58. That Counter-Defendants and fictitious Counter-Defendants have benefitted from the
5 unlawful HOA Sale and nature of the real property.

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

9 60. That if Counter-Claimant's counterclaim is successful in quieting title against
10 Counter-Defendants, and setting aside the defective HOA Sale, Counter-Defendants and
11 fictitious Counter-Defendants will have been unjustly enriched by the HOA Sale and usage of
12 the Property.

13 61. Counter-Claimant has suffered and will continue to suffer damages if Counter-
14 Defendants and fictitious Counter-Defendants retain their interests in the Property and the funds
15 received from the HOA Sale, including but not limited to, any rental income they may be
16 receiving from the property.

17 **FOURTH CAUSE OF ACTION:**

18 **CIVIL CONSPIRACY**

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

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

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

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

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

- 15 a) formation and use of a corporation to transfer to it the existing liability of another
16 person or entity (Shea v. Leonis, supra, 14 Cal. 2d 666)
- 17 b) the concealment and misrepresentation of the identity of the responsible
18 ownership, management and financial interest [210 Cal. App. 2d 840]
- 19 c) disregard of legal formalities and the failure to maintain arm's length relationships
20 among related entities (Riddle v. Leuschner, supra, 51 Cal. 2d 574)
- 21 d) the use of a corporation as a mere shell, instrumentality or conduit for a single
22 venture or the business of an individual or another corporation (McCombs v.
23 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.

1 2d 661

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

6 f) the confusion of the records of the separate entities [210 Cal. App. 2d
7 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574)

8 67. That Counter-Defendants JOEL AND SANDRA STOKES, HOA Agents; BHHS
9 Realtor Thomas Lucas, Attorney Joseph Hong; Attorney Peter Mortenson; Notary CluAynne
10 M. Corwin; Yuen K. Lee as individual and as Manager of defaulted F. Bondurant, LLC; Realtor
11 Robert Goldsmith; BHHS Realtor Kristen Madden; and fictitious Defendants, acted covertly, in
12 concert to: a) Conduct and/or or profit unjustly from the HOA sale from which others were
13 excluded; and/or b) concealed the true nature, financing and timing of subsequent transfers of
14 title and/or c) to market the Subject Property contrary to MLS.

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

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

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

8 70. That Cross-Defendants' conduct deviated from the usual course of business when
9 conveying property in Nevada and failed to utilize the customary written documentation,
10 purchase agreements, neutral escrow for proper handling and accounting for funds taken in and
11 disbursed, and proper recording of instruments of conveyance.

12 **FIFTH CAUSE OF ACTION:**

13 **PRELIMINARY AND PERMANENT INJUNCTIONS**

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

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

19 73. That Counter-Defendants claim an ownership interest in the Property that is adverse to
20 Counter-Claimant;

21 74. That Counter-Defendants' have unfairly profited from possession of the Property since
22 the HOA sale;
23
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1 75. That Counter-Defendants are trying to quiet title by nefarious means before other
2 interested parties' claims are heard.

3 76. That Counter-Defendants and their agents, have used aggressive, inappropriate and
4 illegal methods to attempt to sell the property before the claims of other interested parties can be
5 heard on their merits by a) making false statements to the Court to get rulings to Quiet Title in
6 their favor; b) use a licensed Realtor to use the MLS to market an HOA foreclosure property for
7 sale in violation of MLS policy; c) did not honor Nationstar's January 22, 2015, Request for
8 Notice recorded per NRS 107; and d) have never recorded a Lis Pendens which would have
9 provided appropriate public Notice of their June 16, 2015 lawsuit.

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

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

15 78. That the Stokes marketed the Subject Property in direct violation of the published
16 policy the Greater Las Vegas Valley Association of Realtors (GLVAR) to not use the Multiple
17 Listing Service (MLS) for marketing HOA foreclosure properties. (Exhibit)

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

1 Stokes' complicity in the fraudulent conveyance of the Subject Property;

2 c. For a declaration and determination that the HOA Sale is null, void, and did not
3 convey title from Counter-Claimant to any alleged purchaser;

4 d. For a declaration and determination that the HOA sale was invalid and null and
5 void for the HOA's and HOA Agents' statutory and procedural violations;

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

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

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

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

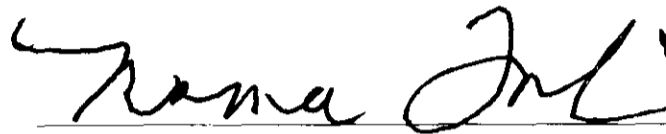
21 i. For a declaration and determination that F. Bondurant, LLC and the Stokes were
22 complicit in the fraudulent re-conveyances and are not, in any way, innocent third
23 parties whose rights are worthy of the Court's protection;

24

- 1 j. For a declaration and determination that the HOA sale was not commercially
2 unreasonable with a sales price at 18% of fair market value;
- 3 k. For a declaration and determination that the subsequent transfers which gave title
4 to Counter-Defendants were not commercially reasonable, as only \$1.00 was
5 given in consideration.
- 6 l. That Counter-Defendants are not *bona fide* purchasers for value, and that the
7 HOA sale transfers of Subject Property failed to meet the NRS 111.180 or the
8 *ShadowWood* standards;
- 9 m. For a preliminary and permanent injunction that Counter-Defendants, their
10 successors, assigns, and agents are prohibited from conducting a sale or transfer
11 of the Subject Property, or from encumbering the title to the Subject Property;
- 12 n. For a preliminary injunction that Counter-Defendants, their successors, assigns,
13 and agents be required to segregate and deposit all rents with the Court or to a
14 Court-approved trust account over which Counter-Defendants have no control;
- 15 o. For a preliminary injunction that Counter-Defendants, their successors, assigns,
16 and agents pay all taxes, insurance, HOA dues and fees during the pendency of
17 these proceedings;
- 18 p. For actual damages against the Stokes for (\$50,000 is estimated to be equivalent
19 to two years of rent, property taxes and insurance) and the amount would escalate
20 during the pendency of this action;
- 21 q. For treble the actual damages amount as punitive damages to compensate
22 Counter-Clamant for Counter-Defendants' complicity in the illegal actions,
23 including fraudulent transfer of the property;
- 24

- 1 r. For general damages in an amount in excess of \$10,000;
2 s. For specific damages in an amount as yet undetermined;
3 t. For reasonable costs and fees incurred by Counter-Claimant for the prosecution of
4 this matter;
5 u. For any other relief the Court may deem just and proper.

6 Dated this 31st day of January, 2017.

7 

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

EXHIBIT 1

6/8/15 FRAUDULENT QUIT CLAIM DEED

FROM

F. BONDURANT, LLC (in default)

TO

JOEL A. & SANDRA STOKES

AS TRUSTEES OF

JIMIACK IRREVOCABLE TRUST (undated)

EXHIBIT 1

Inst #: 20150609-0001545

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

RPTT: \$1277.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

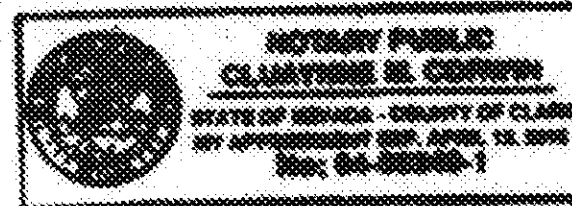
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee Manager

State of Nevada }
County of Clark } ss

On this 3rd day of June, 2015, before me, Christy M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Christy M. Corwin

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other _____

FOR RECORDERS OPTIONAL USE ONLY
 Book _____ Page: _____
 Date of Recording: _____
 Notes: _____

3. a. Total Value/Sales Price of Property \$ 270,000
 b. Deed in Lieu of Foreclosure Only (value of property) _____
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:
 a. Transfer Tax Exemption per NRS 375.090, Section _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: F. Bondurant LLC
 Address: 10781 W. Twain
 City: Las Vegas
 State: Nevada Zip: 89135

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Joel A Stokes and Sandra Stokes Trust
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada Zip: 89052
 Irrevocable Trust

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Robert Goldsmith Escrow # _____
 Address: 446 Beautiful Hill
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

RESIDENT TRANSACTION REPORT

JIMI JACK BECOMES

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 2

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2460 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 02	Jimjack in Tr 2763 White Sage Dr Henderson, NV 89052				5 Summit Walk Trail Henderson, NV 89052			
Current Credit History Code:			RM	Effective Date: 02/05/2016				
							Beg Bal	00.00
		Charge	08/25/2014	ASFR	Account Setup Fee Resal		225.00	225.00
		Charge	08/25/2014	FINE	8/29 - 9/23/14 FINES		100.00	325.00
		Charge	10/01/2014	SQA	Sun City Anthem QT Assm		275.00	600.00
		Pay	10/21/2014		Lockbox Payment	02235	-275.00	325.00
		Credit	11/05/2014	FINE	posted in error		-100.00	225.00
		Pay	11/24/2014		Lockbox Payment	02245	-225.00	00.00
		Charge	01/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	01/26/2015		Lockbox Payment	02280	-275.00	00.00
		Charge	04/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Pay	04/20/2015		Lockbox Payment	02287	-275.00	00.00
		Charge	07/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	07/30/2015	LF	Late Fees		25.00	300.00
		Charge	09/03/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	09/22/2015		Lockbox Payment	00137	-350.00	00.00
		Charge	10/01/2015	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	10/30/2015	LF	Late Fees		25.00	300.00
		Charge	12/02/2015	LPC	PreCollections - Initia		50.00	350.00
		Pay	12/10/2015		Receipt Processing	119	-350.00	00.00
		Charge	01/01/2016	SQA	Sun City Anthem QT Assm		275.00	275.00
		Charge	01/30/2016	LF	Late Fees		25.00	300.00
		Pay	02/24/2016		Lockbox Payment	00172	-300.00	00.00
							Res Balance	00.00

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0602 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Res ID	Resident Name	Type	Date	Code	Charge Code Desc	Check No	Amount	Balance
Unit Address				Bill Address				
0480 01	Gordon B Hansen 2763 White Sage Dr Henderson, NV 89052				2864 Olivia Heights Ave Henderson, NV 89052			
	Current Credit History Code:		CL		Effective Date: 09/30/2014			
	Charge		12/31/2013	LF	Late Fees		25.00	1,793.81
	Credit		12/31/2013	LF	Reverse LF		-25.00	1,768.81
	Charge		01/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,043.81
	Charge		01/30/2014	LF	Late Fees		25.00	2,068.81
	Charge		03/30/2014	INT	Interest		07.15	2,075.96
	Charge		04/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,350.96
	Charge		04/30/2014	LF	Late Fees		25.00	2,375.96
	Charge		05/30/2014	INT	Interest		08.36	2,384.32
	Charge		06/30/2014	INT	Interest		08.36	2,392.68
	Charge		07/01/2014	SQA	Sun City Anthem QT Assem		275.00	2,667.68
	Charge		07/30/2014	LF	Late Fees		25.00	2,692.68
	Charge		08/27/2014	INT	RRFS INT 7/14		08.36	2,701.04
	Pay		08/27/2014		Collection Payment PIF	082114	-2,701.04	00.00
	Charge		08/29/2014	FINE	Landscape Maint.		25.00	25.00
	Charge		08/30/2014	INT	Interest		08.57	34.57
	Credit		08/30/2014	INT	REV 08/14 INT		-08.57	26.00
	Charge		08/05/2014	FINE	Landscape Maint		25.00	50.00
	Charge		09/12/2014	FINE	Landscape Maint		25.00	75.00
	Charge		09/23/2014	FINE	Landscape Maint. 9.19 1		25.00	100.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	75.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	50.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	25.00
	Credit		09/25/2014	FINE	Trsf 8/29 - 9/23/14 FI		-25.00	00.00
							Res Balance	00.00

EXHIBIT 3

GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES

EXHIBIT 3



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. *The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.* Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



GREATER LAS VEGAS ASSOCIATION OF REALTORS®

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AA4109



Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues: it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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EXHIBIT 4

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 4

PROPERTY VALUE INFORMATION

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273 Area 606	URBN Zip 89052
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273 Area 606	URBN Zip 89052
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098 Area 606	AMEG05 Zip 89052
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098 Area 606	AMEG05 Zip 89052
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

GLVAR	Single Family Residential		Ownership		06/10/2016 11:30 AM									
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate				LP/SqFt	\$199					
Building #	Bldr/Manf		Model	CondoCnv		Zip		89052						
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE	Studio	YrBuilt	2004/RE						
Cmnty	NONE	Subdiv		SUN CITY ANTHEM UNIT #19 PHASE		City/Town	Henderson	State	NV					
Assoc/Comm Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No							AgeRestrict	Y					
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc		2	1	0	3		
Type	DETACHD	Conv							
Roof	TILE	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD	Carport	0	Prkng Desc					
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc	14LESS		
ApprxAddLivArea	260			ApprxTotalLivArea	2,460	ConvertRealProp		MH-YrBlt	
Manuf		Length		Width				Pool Size +/-	
PvSpa	Yes	PvPool	Y/HEATED, INGRND						

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13		
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN	
Family Room	18x14	SEPPAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE	
Living Room	19x14	ENTFOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUS	
MBR Down?		Bed Dn Y	Ba Dn	Y	Ba Dn Desc. F	
Constrctn	FRMSTUC		Furnished Desc	NOFURN		
Refrg N	Dispos Y	Dishw Y	Washer Inc	N	Dryer Util G	Location AREA
OthApplnces	MICROWV, WTCNDO		Dryer Inc	N		
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV		Oven Desc	STOVEG		
Firepl	1/GAS		Flooring	CARPET, CARTHR, CERAMIC		
Firepl Loc	LIVING		Fence	BF/BRICK		
House Face	North	House Views			Equest NONE	
Exterior	BITOSSQ, BYARDAC, CIRCDRV, CVPATIO				Miscel NONE	
Landscap	DESERT				Water PUBLIC	
Heat Sys	CENTRAL	HtFuel	GAS		Sewer PUBLIC	
Cool Sys	CENTRAL	CLFuel	ELEC	Grd Mounted	Sol Elec None	
Utility Info	UNDGRND	Energy	NONE		AVM Y	Commentary Y

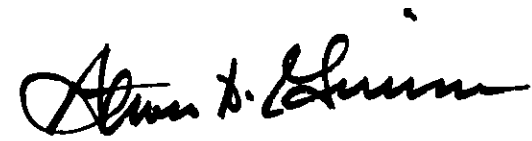
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y	AVM	Y	Commentary	Y
Assoc Fee	Y	Assoc Name	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0	Assessment	Amnt		
Assoc Fee 1	\$275/Q	Assoc Fee 2		Assessmt	N	SID/LID?	N	SID/LID		SID/LID Ann	
Assoc Fee Includes	MGMT, REC, RESERV			Short Sale	N	Foreclo	N	Repo/REO	N	Litig/Typ	N
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	FIRPTA?	N	NOD		Rent	
Finance Consid	CASH, CONV			TempOffMktStatus		T Status	Date	Poss	COE		
Lockbox	M	Lockbox Location	Front Door	L/Agent	Robert Goldsmith	L/Agent	702-308-5294	REALTOR	Y	PhotExd	
L/Agent	Robert Goldsmith	Office	Urban Nest Realty	Offc Ph	702-853-2444	Bonus	SO	CoOp	3.000%	Flat Fee	
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	Broker Name	David Tina	Vr	N	Ex	N	VTour	Y	OwnLic	N
Agt Fax #	702-617-4901	Email	robselehomes@aol.com	Power	ON	AuctTyp		ListDt	06/16/2015		
Resident	Vacant	ResPh	702-308-5294	Occup	VAC	WD		AuctDt		ExpDt	
Showing	KEYANY	GateCode		OrigListPrice	\$569,900			Act DOM	129		
Cont Desc	FINANCING	ComboLB	#*081	GateCode2							

Energy-Efficient/GREEN Information:
Green Building Certification No

CONTINGENT/PENDING/ SOLD INFORMATION:							
Accept/Date	10/23/2015	EstClo/Date	10/30/2016	DaysListingtoClose		Orig L Price	\$569,900
Sold Terms	VA	ActClo/Date		BuyersAgtPublicID	232958	Sale Price	
Sellers Contrib		Prop Condition		Buyer Broker	AMEG05	SP/SqFt	
OwnrCarry		Days On Market	129	Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977		
Auction Buyer Premium		Sale Type		BuyerAgentName	Kristen Madden/702-458-8888		
Addit Auction Sold Terms							

Presented by: Office Name BHHS Nevada Properties Agent Craig Lekdy

EXHIBIT 12



CLERK OF THE COURT

1 **CRCM**

NONA TOBIN, Trustee
2 Gordon B. Hansen Trust, Dated 8/22/08
2664 Olivia Heights Avenue
3 Henderson NV 89052
Phone: (702) 465-2199
4 nonatobin@gmail.com

*Defendant-in-Intervention/Cross-Claimant,
5 In Proper Person*

6 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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

10 Plaintiffs,

11 vs.

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

14 Defendants.

15 _____
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

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

23 Counter-Defendants
24

Case No.: A-15-720032-C

Dept. No.: XXXI

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

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

4 Cross-Claimant,

5 vs.

6 OPPORTUNITY HOMES, LLC, THOMAS
7 LUCAS, Manager

8 Cross-Defendant.

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

11 COMES NOW, Cross-Claimant, NONA TOBIN, Trustee of the Gordon B. Hansen Trust,
12 (hereinafter "*Cross-Claimant*" or "*TOBIN*"), in proper person, and hereby submits her cross
13 claim against THOMAS LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY HOMES, LLC
14 (Herein "*OP HOMES*") AS FOLLOWS:

15 **I.**

16 **PARTIES, JURISDICTION, AND VENUE**

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

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

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

8 4. The Real Property that is the subject of this civil action consists of a residence
9 commonly known as 2763 White Sage Drive, Henderson NV, 89052, identified by APN# 191-
10 13-811-052 hereinafter referred to as “*Subject Property*”.

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

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

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

16 8. Venue is correct because Court has authority to grant equitable relief from a defective
17 HOA sale per *Shadow Wood HOA v. N.Y Cmty. Bancorp* 132 Nev. Adv Op 5 at 15.

18 **FIRST CAUSE OF ACTION:**

19 **QUIET TITLE AND EQUITABLE RELIEF**

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

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

23 10. A Foreclosure Deed recorded on August 22, 2014, against Subject Property, included
24

1 the false recitals claiming that:

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

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

13 12. The February 12, 2014 notice of sale was cancelled by HOA Agents on May 15, 2014,
14 and no Notice of Sale (NOS) was published, or in fact, was a new NOS even issued to replace the
15 cancelled one.

16 13. That there was never any published notice that the HOA sale would be held at a time
17 other than 10 AM on March 7, 2014, despite there being at least four postponements and requests
18 for notice by my BHHS Agent Craig Leidy.

19 14. That four postponements exceed the reasonableness standard in NRS 107.082(2) of
20 three oral postponements.

21 15. That the claims made on the foreclosure deed are false in that they are based on the
22 cancelled/rescinded Notice of Default recorded on March 12, 2013, instrument 0000847-Book
23 20130312.

1 16. The March 12, 2013 Notice of Default had been cancelled and rescinded by the April 3,
2 2013 instrument number 201304030001569 which stated:

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

9 17. Further, that the claim that there was a "Notice of Sale" in effect at the time of the HOA
10 sale as described in the Foreclosure Deed is false in that the Nevada Real Estate Division
11 Ombudsman (OMB) had been told by Red Rock Financial Services that the "OMB Notice of
12 Sale" pre-foreclosure mediation process should be cancelled because "Owner was Retained".

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

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

18 20. As a BHHS Realtor, Lucas had information that targeted this property as a speculative
19 gold mine.

20 21. Lucas knew, or should have known, from the MLS Property Archive of problems with
21 the banks' refusing to close any deal.

22 22. As a BHHS Realtor, Lucas knew, or easily could have known, that I shared documents
23 with BHHS Managing Broker, Carlos Ciapo, on 8/1/14, that showed neither BANA nor
24 Nationstar owned the beneficial interest to the DOT.

25 23. As a BHHS Realtor, Lucas knew, or easily could have known, that on 8/1/14, I was in
26 BHHS office and told Carlos Ciapo that I was going to sue the banks to cancel the debt.

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

6 25. That the Buyer, Realtor Thomas LUCAS (Herein "*LUCAS*") d/b/a OPPORTUNITY
7 HOMES (Herein "*OP HOMES*") does not meet any of these criteria.

8 26. That the "Good Faith" condition was not met. OP HOMES was the name in which
9 LUCAS purchased the property at the HOA sale, but evidence indicates that OP HOMES is
10 actually illegally functioning as his alter ego, allowing LUCAS to act in a manner which would
11 not otherwise be legal for a licensed Realtor, and which violates NRS 86.141, i.e., forming an
12 LLC for an illegal purpose. NRCP Rule 9(a) specifies a challenge "the legal existence of any
13 party" is to be made by "specific negative averment, which shall include such supporting
14 particulars as are peculiarly within the pleader's knowledge."

15 27. That NRS 86.211 authorizes a challenge to rebut the sufficiency of the Articles of
16 Organization of an LLC, and the facts set forth and to make such rebuttal a part of a record of a
17 court of competent jurisdiction.

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

21 29. a) an attempt to conceal ownership by claiming to be a Manager rather than a Member
22 (NRS 86.151),

23 30. b) Articles of Organization do not identify a physical residential or office address as
24 required by NRS 86.161.

1 31. c) LUCAS is listed as OP HOMES' only Manager and the Noncommercial Registered
2 Agent at the same address: 2657 Windmill Parkway, Suite 145, Henderson 89074 is actually a
3 mail box. (NRS 86.231).

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

7 33. e) that there is no public record of any business licenses in Henderson or Clark County
8 as Thomas LUCAS, as an individual or as Thomas LUCAS, LLC, or as OPPORTUNITY
9 HOMES LLC.

10 34. That the second condition was not met: "Purchase for valuable consideration." The
11 Subject Property in this case, was purchased for \$63,100 which was less than 18% of the
12 \$353,529 value listed on the 8/22/14 Statement of Value for Transfer Tax that Thomas LUCAS
13 caused to be recorded with the Foreclosure Deed. A purchase below 20% of fair market value has
14 been established in multiple court cases to be "commercially unreasonable." *Shadow Wood*
15 *Homeowners Association, Inc. v. NY Com. Bank* 132 Nev. Adv. Op 5 at 15 (2016) *citing*
16 *Restatement (Third) of Prop: Mortgages* §8.3 cmt b.(1997)("A court is warranted in invalidating a
17 sale where the price is less than 20 percent of fair market").

18 35. That the third condition was not met: Buyer must not have "actual knowledge,
19 constructive notice of, or reasonable cause to know that there exists a defect in, or adverse rights,
20 title or interest to, the real property."

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

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

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

5 39. That LUCAS violated his duties as a BHHS Realtor and violated protections
6 guaranteed in the contract that NONA TOBIN, Trustee of the Gordon B. Hansen Trust, dated
7 8/22/08 had with LUCAS' BHHS Broker, Forrest Barbee.

8 40. That it is a thinly-disguised fiction that LUCAS' alter ego, OP HOMES, LLC,
9 purchased the property at the HOA sale, and not LUCAS himself, inappropriately using his
10 position at BHHS, insider knowledge and BHHS Realtor license.

11 41. On February 20, 2014, TOBIN signed an Exclusive Authorization and Right to Sell
12 Exchange or Lease Brokerage Listing Agreement (ER) with Craig Leidy, (Herein "*Leidy*"),
13 Realtor with Berkshire Hathaway Home Services (BHHS), (FKA Prudential) who worked under
14 the license of Broker Forrest Barbee, and renewed the ER to extend from June 20, 2014 through
15 October 31, 2014.

16 42. Thomas LUCAS was also a Realtor (Nevada Realtor license BS.0000599) working
17 under Broker Forrest Barbee at BHHS, a position from which Thomas LUCAS had actual or
18 constructive notice of: a) problems with the title, b) the pre-sale disputes between the owner and
19 Nationstar over their refusal to name the investor, c) the refusal of the "investor" to close escrow
20 after a \$350,000 bid in a public auction BHHS agent Leidy put on www.auction.com two months
21 before the sale, instructing Leidy to re-list it at a higher price, and d) the bank's "investor's"
22 rejection of a \$375,000 offer on August 1, 2014, two weeks before the HOA sale.

23 43. That Cross-Defendant LUCAS, d/b/a OP HOMES knew the HOA sale was going to
24 proceed while the listing agent, Craig Leidy, who had requested (and received notification four

1 times previously from HOA Agents conducting the sale) was not given notice regarding the
2 scheduled time for the HOA sale.

3 44. That as a result Cross-Defendants' breach of contract, Cross-Claimant entitled to a
4 declaratory judgment, quieting title in her favor.

5 **SECOND CAUSE OF ACTION:**

6 **BREACH OF BHHS CONTRACT**

7 **(Against Realtor LUCAS and BHHS Broker and Owner)**

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

10 46. That TOBIN had an Exclusive Right to Sell (ER) listing agreement with BHHS Realtor
11 Craig Leidy (Herein "LEIDY") of Berkshire Hathaway Home Services, Nevada (BHHS) (f/k/a
12 Prudential) signed by BHHS Broker Forrest Barbee, to list and sell the Subject Property for an
13 original term of February 20, 2014 through June 20, 2014.

14 47. That the ER agreement with BHHS was extended from June 20, 2014 through October
15 31, 2014 by a change order signed July 25, 2014.

16 48. That Cross-Defendant LUCAS had access to information which prevents him from
17 being a "bona fide purchaser" due to the fact that now, and at the time of the HOA sale, LUCAS
18 was a licensed Nevada Realtor serving under the license of Forrest Barbee, Broker, who had the
19 exclusive ER listing agreement with TOBIN from six months before the HOA sale to two months
20 after the HOA sale.

21 49. That Cross Defendant and purported high bidder at the HOA sale, OPPORTUNITY
22 HOMES, LLC (Herein "OP HOMES") was actually a sham LLC that served to cloak the identity
23 of BHHS Realtor LUCAS and served as LUCAS' alter ego to shield LUCAS from liability for
24 illegal acts done in violation of his BHHS Realtor license under Forrest Barbee while Barbee and

1 BHHS were under contract with, and had a fiduciary duty to, TOBIN, as Successor Trustee of the
2 Gordon B. Hansen Trust, owner of the Subject Property. On August 1, 2014, TOBIN went to the
3 BHHS office on St. Rose Parkway (where LUCAS also displays his license) to sign documents to
4 extend the listing and raise the asking price as demanded by Nationstar's Investor.

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

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

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

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

19 54. That, once informed of the HOA sale by LUCAS, Leidy attempted to reach HOA
20 Agent, RRFS agent Christie Marling, but she was unavailable to respond to a request for
21 postponement.

22 55. That on August 29, 2014, LEIDY sent TOBIN an email with a
23 "Withdrawal/Termination" order to cancel the BHHS listing Exclusive Right to Sell (ER)
24

1 agreement which had a October 31, 2014 end date, to terminate effective August 20, 2014 (five
2 days after the HOA sale).

3 56. That LEIDY claimed that the termination of the listing would stop the calls on the
4 property and that *“The new owner is an agent in our office by the name of Tom Lucas. He intends
5 to keep the property.”*

6 57. That on September 11, 2014, TOBIN sent an email to LEIDY in which TOBIN refused
7 to cancel the BHHS ER listing agreement.

8 58. That Cross-claimant summarized her understanding of LUCAS and BHHS’ role in the
9 HOA sale in that same September 11, 2014 email to LEIDY:

10
11 *“Then on August 15 I emailed you that there had been an HOA
12 committee hearing about the dead plants and that a clock starting on fines.
After that you called me and said a lot had been happening since we had
spoken, to wit:*

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

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

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

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

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

21 59. That email exchanges between TOBIN and LEIDY from July 24, 2014 through October
22 15, 2014, incorporate allegations that a) LUCAS as a BHHS Realtor had actual or constructive
23 knowledge that the beneficiary on the deed of trust refused to close multiple escrows, and b) that
24

1 Nationstar was not the beneficiary and would not say who was would not say who the investor
2 actually was as required by TILA.

3 60. That these contemporaneous emails further demonstrate that a) LUCAS was a BHHS
4 Realtor, b) that LUCAS told LEIDY that he was the buyer, and that he was going to keep the
5 property and that c) LUCAS contacted LEIDY before the sale to get more information about the
6 property prior to bidding on it.

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

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

13 **THIRD CAUSE OF ACTION:**

14 **EQUITABLE RELIEF**

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

16 63. Cross-Claimant incorporates and re-alleges all previous paragraphs, as if fully set forth
17 herein, and further alleges:

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

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

24 66. 14.5% of the \$436,000 2004 Western Thrift First DOT, the (16.2% of the \$389,000
balance) beneficial interest of which Nationstar claims,

1 67. 17.2% of the June 10, 2014 winning bid of \$367,500 (including 5% bid fee) in the
2 public auction (www.Auction.com) which Nationstar informed BHHS Listing Agent Craig Leidy
3 was required by the Investor, but which the Investor subsequently rejected.

4 68. 16.8% of the \$375,000 offer Nationstar's Investor rejected on August 1, 2014, while
5 demanding that LEIDY conduct a second www.Auction.com sale and that TOBIN sign a change
6 order to increase the asking price from \$380,000 to \$390,000, two weeks before the HOA
7 foreclosure sale.

8 69. 14.4% of the \$437,900 contingency sale price accepted by the STOKES on 10/23/15
9 after the Property had been re-listed against MLS rules 13 times by Realtor (license S.0075862)
10 Robert Goldsmith.

11 70. 11.1% of \$569,900 STOKES listed the Property for on the MLS, June 16, 2015, the
12 same day they filed their original Quiet Title suit against the wrong bank, BANA.

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

15 **FOURTH CAUSE OF ACTION:**

16 **CIVIL CONSPIRACY**

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

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

22 79. That Cross-Defendant LUCAS and others complicit in fraudulent conduct of HOA
23 sale and re-conveyance of property to non-bona fide purchasers unfairly deprived Counter-
24 Claimant of the Subject Property for their own unjust enrichment in that notice of the actual sale

1 was given to BHHS Realtor Tom LUCAS who had a previously purchased an HOA foreclosure
2 property from RRFS, but did not give notice of the actual sale to Cross-Claimant's agent, BHHS
3 Realtor Craig Leidy.

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

8 81. That BHHS Realtor Thomas LUCAS; HOA AGENTS, RMI.; Attorney Peter Notary
9 CluAynne M. Corwin; Yuen K. Lee as Manager of defaulted F. Bondurant, LLC; and fictitious
10 Defendants, acted covertly, in concert to:

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

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

- 18 a) formation and use of a corporation to transfer to it the existing liability of another
19 person or entity (*Shea v. Leonis*, supra, 14 Cal. 2d 666);
- 20 b) the concealment and misrepresentation of the identity of the responsible
21 ownership, management and financial interest [210 Cal. App. 2d 840];
- 22 c) disregard of legal formalities and the failure to maintain arm's length relationships
23 among related entities (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);
- 24 d) the use of a corporation as a mere shell, instrumentality or conduit for a single

1 venture or the business of an individual or another corporation (McCombs v.
2 *Rudman*, supra, 197 Cal. App. 2d 46; *Asamen v. Thompson*, supra, 55 Cal. App.
3 2d 661;

4 e) the confusion of the records of the separate entities [210 Cal. App. 2d
5 839] (*Riddle v. Leuschner*, supra, 51 Cal. 2d 574);

6 89. That conspirators damaged Cross-Claimant's title rights in that they:

7 a) made improper, insufficient and selective notification to the HOA, enforcement
8 officials, and Cross-Claimant;

9 b) utilized bogus and/or illegally structured entities for fraudulent concealment of
10 illegal acts;

11 c) withheld or provided false information to enforcement agencies and the HOA Board
12 necessary for them to perform their duties of enforcement and oversight; and/or

13 d) misused the Multiple Listing Service (MLS) system, the County land records
14 system and other public systems to evade detection.

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

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

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

23 b) utilized insider information in violation of the Exclusive Agency (ER) agreement
24 TOBIN had with BHHS Broker, Forrest Barbee;

1 c) violated MLS directives by marketing an HOA foreclosed-property on the MLS;

2 d) caused to be recorded the fraudulent June 9, 2015, Quit Claim Deeds that falsified
3 the chain of title;

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

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

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

16
17 **PRAYER**

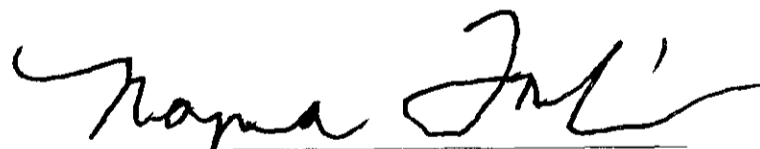
18 WHEREFORE, Cross-Claimant prays for judgment against the Cross-Defendants, jointly
19 and severally, as follows:

20 a. For a declaration and determination that any, and all, of the present and past
21 claimed rights to ownership of the subject property, of profit therefrom, by
22 Realtor Thomas LUCAS d/b/a OPPORTUNITY HOMES, LLC, purported
23 purchaser at the HOA sale, and/or Yuen K. Lee and/or F. Bondurant, LLC and
24 the STOKES and/or Jimijack are null and void due to their complicity with

1 HOA Agents' actions and omissions in failing to conduct arms-length,
2 commercially reasonable transactions that resulted in fraudulent conveyances
3 to non-bona-fide purchasers for value;

- 4 b. That Cross-Defendant LUCAS or Opportunity Homes, LLC was not a *bona*
5 *fide* purchaser for value, and that all of the HOA sale-related transfers of
6 subject property are void as they failed to meet the NRS 111.180, statute of
7 frauds, and/or the *ShadowWood* standards;
- 8 c. For general damages in an amount in excess of \$10,000;
- 9 d. For treble actual damages in punitive damages to compensate for Cross-
10 Defendant Realtor 'THOMAS LUCAS' complicity in the illegal actions,
11 including fraudulent transfer of the property;
- 12 e. For specific damages in an amount as yet undetermined;
- 13 f. For reasonable costs and fees incurred by Cross-Claimant for the prosecution
14 of this matter;
- 15 g. For any other relief the Court may deem just and proper.

16 Dated this 27th day of January, 2017.

17 

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

EXHIBIT 1

8/22/14 FORECLOSURE DEED

This deed was recorded on 8/22/14 purporting to transfer Homeowner's interest to Opportunity Homes, LLC for \$63,100 by falsely claiming that:

1. Default occurred as set forth in 3/12/13 NODES when the 3/12/13 NODES had been rescinded on 4/3/13 and the rescission was recorded on 4/8/13.
2. RRFS complied with all the requirements of law, (but had not).

This deed does not have the power to take title from TOBIN as the recitals are false and do not comply with NRS 116.31166 to take away the right of redemption.

EXHIBIT 1

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 8

3-1

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

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:


Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: **SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4** which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

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

10 F

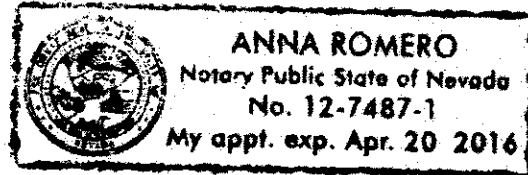
Dated: August 18, 2014



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

STATE OF NEVADA)
COUNTY OF CLARK)

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

WITNESS my hand and official seal.




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

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

\$ 63,000.⁰⁰
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ✓

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____
 b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

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

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

Signature *[Signature]* Capacity AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

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

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

6/4/15 FRAUDULENT QUIT CLAIM DEED

FROM

OPPORTUNITY HOMES, LLC,

By THOMAS LUCAS, MGR.

TO

F. BONDURANT, LLC

This quit claim deed was recorded on 6/9/15 @ 12:58 PM, 8 minutes before the property was transferred to the STOKES via a fraudulently notarized quit claim.

EXHIBIT 2

Inet #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

(3)

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

10J

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas
Grantor

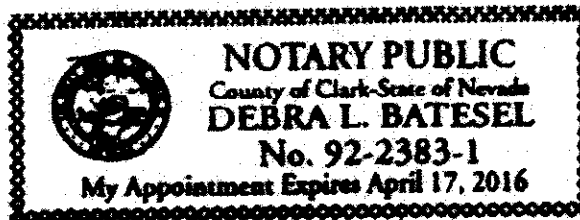
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark

On this 4th day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 191-13-811-052
 b) _____
 c) _____
 d) _____

2. Type of Property

- a) Vacant Land b) Single Fam. Res.
 c) Condo/Twnhse d) 2-4 Plex
 e) Apt. Bldg. f) Comm'nd'l
 g) Agricultural h) Mobile Home
 i) Other _____

FOR RECORDERS OPTIONAL USE	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a) Total Value/Sales Price of Property:

\$ 270,000 -

b) Deed in Lieu of Foreclosure Only (value of

(\$ _____)

c) Transfer Tax Value:

\$ _____

d) Real Property Transfer Tax Due

\$ 1377.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per 375.090, Section: _____

b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: Grantor

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Opportunity Homes, LLC

Print Name: F. Bondurant, LLC

Address: 2657 Windmill pkwy.

Address: 10781 W. Twain

City: Henderson

City: Las Vegas

State: NV Zip: 89074

State: NV Zip: 89135

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

Print Name: Robert (Goy) Smith

File Number: _____

Address: 446 Beautiful

City: Las Vegas

State: Nevada Zip: 89138

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

EXHIBIT 3

6/8/15 FRAUDULENT QUIT CLAIM DEED

EXECUTED BY YUEN K. LEE

TO

JOEL A. & SANDRA STOKES

This deed was recorded @ 1:06 PM on 6/9/15, eight minutes after the first quit claim deed.

CluAynne M. Corwin, notary @ 10781 W. Twain, attested that on 6/8/15 "...did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved by satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same."

EXHIBIT 3

APN: 191-13-811-052

Recording requested by and mail documents and tax statements to:

Name: Joel A. Stokes and Sandra F. Stokes

Address: 5 Summit Walk Trail

City/State/Zip: Henderson, NV 89052

(3)

Inet #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8th day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

2763 White Sage Drive, Henderson, Nevada 89052

More particularly described as:

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

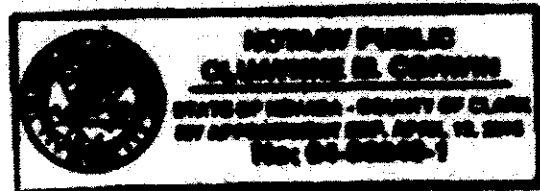
Signed, sealed and delivered in presence of:

yeun Lee
Grantor
yeun Lee manager

State of Nevada)
County of Clark) ss

On this 8th day of June, 2015, before me, Clayton M. Cowan, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: Clayton M. Cowan

No 04-08240-1
April 12, 2016

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 191-13-811-052
b. _____
c. _____
d. _____

2. Type of Property:

a. Vacant Land b. Single Fam. Res.
c. Condo/Twnhse d. 2-4 Plex
e. Apt. Bldg f. Comm'l/Ind'l
g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

3.a. Total Value/Sales Price of Property

\$ 270,000

b. Deed in Lieu of Foreclosure Only (value of property (_____))

c. Transfer Tax Value: \$ _____

d. Real Property Transfer Tax Due \$ 1377.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager

Signature _____ Capacity: _____

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

Print Name: F. Bondurant LLC
Address: 10781 W. Twain
City: Las Vegas
State: Nevada Zip: 89135

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

Print Name: Joel A Stokes and Sandra Stokes Jim Jack Irrevocable Trust
Address: 5 Summit Walk Trail
City: Henderson
State: Nevada Zip: 89052

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

Print Name: Robert Goldsmith
Address: 446 Beautiful Hill
City: Las Vegas

Escrow # _____
State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

RESIDENT TRANSACTION REPORT

DOES NOT SHOW OPPORTUNITY HOMES OR F.

BONDURANT WERE OWNERS WHO PAID FEES

JIMI JACK BECAME

RESIDENT 048002 ON 9/25/14

REPLACING GORDON HANSEN

RESIDENT 048001

WHOSE ACCOUNT WAS CLOSED ON 9/25/14

EXHIBIT 4

Resident Transaction Report
SUCI Sun City Anthem Community Association
 Date: 01/01/2000 - 04/01/2016

Building: 0002 SCA Big Sky
 2450 Hampton Rd

Las Vegas, NV 89052

Resident ID	Resident Name	Unit Address	Date	Code	Charge Description	Charge Amount	Balance
0480 02	Jimjack Irr Tr	2763 White Sage Dr Henderson, NV 89052			5 Summit Walk Trail Henderson, NV 89052		
	Current Credit History Code:	RM			Effective Date: 02/05/2016		
						Beg Bal	00.00
	Charge	09/25/2014	ASFR	Account Setup Fee Resal	225.00	225.00	
	Charge	09/25/2014	FINE	8/29 - 9/23/14 FINES	100.00	325.00	
	Charge	10/01/2014	SQA	Sun City Anthem QT Assm	275.00	600.00	
	Pay	10/21/2014		Lockbox Payment 02235	-275.00	325.00	
	Credit	11/06/2014	FINE	posted in error	-100.00	225.00	
	Pay	11/24/2014		Lockbox Payment 02245	-225.00	00.00	
	Charge	01/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Pay	01/26/2015		Lockbox Payment 02260	-275.00	00.00	
	Charge	04/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Pay	04/20/2015		Lockbox Payment 02287	-275.00	00.00	
	Charge	07/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	07/30/2015	LF	Late Fees	25.00	300.00	
	Charge	09/03/2015	LPC	PreCollections - Initia	50.00	350.00	
	Pay	09/22/2015		Lockbox Payment 00137	-350.00	00.00	
	Charge	10/01/2015	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	10/30/2015	LF	Late Fees	25.00	300.00	
	Charge	12/02/2015	LPC	PreCollections - Initia	50.00	350.00	
	Pay	12/10/2015		Receipt Processing 119	-350.00	00.00	
	Charge	01/01/2016	SQA	Sun City Anthem QT Assm	275.00	275.00	
	Charge	01/30/2016	LF	Late Fees	25.00	300.00	
	Pay	02/24/2016		Lockbox Payment 00172	-300.00	00.00	
						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	Date	Code	Charge Code	Description	Amount	Balance
0480 01	Gordon B Hansen	2763 White Sage Dr Henderson, NV 89052				2664 Olivia Heights Ave Henderson, NV 89052		
	Current Credit History Code:		CL			Effective Date: 09/30/2014		
	Charge		12/31/2013	LF		Late Fees	25.00	1,793.81
	Credit		12/31/2013	LF		Reverse LF	-25.00	1,768.81
	Charge		01/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,043.81
	Charge		01/30/2014	LF		Late Fees	25.00	2,088.81
	Charge		03/30/2014	INT		Interest	07.15	2,075.96
	Charge		04/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,350.96
	Charge		04/30/2014	LF		Late Fees	25.00	2,375.96
	Charge		05/30/2014	INT		Interest	08.36	2,384.32
	Charge		06/30/2014	INT		Interest	08.36	2,392.68
	Charge		07/01/2014	SQA		Sun City Anthem QT Assm	275.00	2,667.68
	Charge		07/30/2014	LF		Late Fees	25.00	2,692.68
	Charge		08/27/2014	INT		RRFS INT 7/14	08.36	2,701.04
	Pay		08/27/2014			Collection Payment PIF 062114	-2,701.04	00.00
	Charge		08/29/2014	FINE		Landscape Maint.	25.00	25.00
	Charge		08/30/2014	INT		Interest	09.57	34.57
	Credit		08/30/2014	INT		REV 08/14 INT	-09.57	25.00
	Charge		09/05/2014	FINE		Landscape Maint	25.00	50.00
	Charge		09/12/2014	FINE		Landscape Maint	25.00	75.00
	Charge		09/23/2014	FINE		Landscape Maint. 9.19.1	25.00	100.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	75.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	50.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	25.00
	Credit		09/25/2014	FINE		Trsfr 8/29 - 9/23/14 FI	-25.00	00.00
						Res Balance		00.00

EXHIBIT 5

THOMAS LUCAS' IDENTIFICATION

AS A BHHS AGENT

AND

OPPORTUNITY HOMES, LLC

COMMERCIAL REGISTRATION

IDENTIFYING LUCAS AS MANAGER

AND NONCOMMERCIAL AGENT

AND LACKING A PHYSICAL ADDRESS FOR

PROCESS OF SERVICE

EXHIBIT 5



Nevada Real Estate Division
 2501 E. Sahara Avenue, Suite 102
 Las Vegas, NV 89104
 Phone: (702) 486-4033
 Email: realest@red.state.nv.us
 Website: www.red.state.nv.us

Lookup Detail View

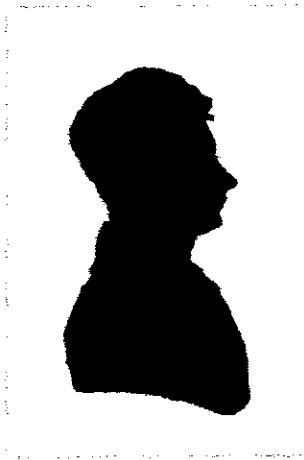
Name
THOMAS LUCAS

Registration Information

Credential	License Type	Issue Date	Expiration Date	Status	Reason
BS.0000599.LLC	BROKER SALESPERSON	03/23/2006	03/31/2017	ACTIVE	NORMAL

Generated on: 6/7/2016 3:43:54 PM

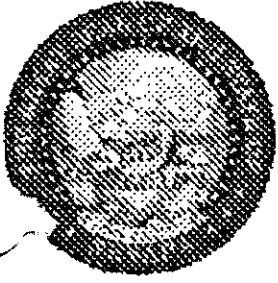
Full



Thomas Lucas

BHHS Nevada Properties
 3185 St. Rose Parkway #100
 Henderson, 89052-3977

Ag ID: **216250** Office ID: **AMEG05**
 Direct: **702-458-8888** Office Ph: **702-458-8888**
 Agent: **702-374-4234** Office Fax: **702-458-5276**
 Email: **tlucas5@cox.net**
 Ag Web:
 Off Web:
 License #: **BS.0000599**
 Broker Name: **Forrest Barbee**



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 4
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov



050104

Articles of Organization
Limited-Liability Company
 (PURSUANT TO NRS CHAPTER 86)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140207038-37 Filing Date and Time 03/21/2014 12:44 PM Entity Number E0150942014-3
--	---

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	OPPORTUNITY HOMES LLC	Check box if a Series Limited-Liability Company <input checked="" type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent: _____ Name <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) THOMAS LUCAS Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 2657 WINDMILL PARKWAY SUITE 145 HENDERSON Nevada 89074 Street Address City State Zip Code 2657 WINDMILL PARKWAY SUITE 145 HENDERSON Nevada 89074 Mailing Address (if different from street address) City State Zip Code		
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____		
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)		
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) THOMAS LUCAS Name 2657 WINDMILL PARKWAY SUITE 145 HENDERSON NV 89074 Street Address City State Zip Code 2) _____ Name _____ Street Address City State Zip Code 3) _____ Name _____ Street Address City State Zip Code		
6. Effective Date and Time: (optional)	Effective Date: _____ Effective Time: _____		
7. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. THOMAS LUCAS <input checked="" type="checkbox"/> THOMAS LUCAS Name Organizer Signature 2657 WINDMILL PARKWAY SUITE 145 HENDERSON NV 89074 Address City State Zip Code		
8. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> THOMAS LUCAS _____ 3/21/2014 Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date		

This form must be accompanied by appropriate fees.

OPPORTUNITY HOMES LLC

Business Entity Information			
Status:	Active	File Date:	03/21/2014
Type:	Domestic Limited-Liability Company	Entity Number:	E0150942014-3
Qualifying State:	NV	List of Officers Due:	03/31/2017
Managed By:	Managers	Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV20141200462	Business License Exp:	03/31/2017

Additional Information			
Central Index Key		Series LLC (YES if applicable)	YES

Registered Agent Information			
Name:	THOMAS LUCAS	Address 1:	2657 WINDMILL PARKWAY SUITE 145
Address 2:		City:	HENDERSON
State:	NV	Zip Code:	89074
Phone:		Fax:	
Mailing Address 1:	2657 WINDMILL PARKWAY SUITE 145	Mailing Address 2:	
Mailing City:	HENDERSON	Mailing State:	NV
Mailing Zip Code:	89074		
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent ()			

Officers				<input type="checkbox"/> Include Inactive Officers
Manager - THOMAS LUCAS				
Address 1:	2657 WINDMILL PARKWAY SUITE 145	Address 2:		
City:	HENDERSON	State:	NV	
Zip Code:	89074	Country:	USA	
Status:	Active	Email:		

Actions\Amendments
Click here to view 4 actions\amendments associated with this company ()

Supported Internet Browser versions: Apple iOS 9, Internet Explorer 11, FireFox 45, Google Chrome 49 (available August 2016)

Disclaimer

Entity Actions for "OPPORTUNITY HOMES LLC"

Sort By: Descending Ascending order

1 - 4 of 4 actions

Actions\Amendments			
Action Type:		Annual List	
Document Number:	20160144330-84	# of Pages:	1
File Date:	03/30/2016	Effective Date:	
(No notes for this action)			
Action Type:		Annual List	
Document Number:	20150147637-26	# of Pages:	1
File Date:	03/31/2015	Effective Date:	
(No notes for this action)			
Action Type:		Initial List	
Document Number:	20140311210-45	# of Pages:	1
File Date:	04/29/2014	Effective Date:	
(No notes for this action)			
Action Type:		Articles of Organization	
Document Number:	20140207038-37	# of Pages:	1
File Date:	03/21/2014	Effective Date:	
(No notes for this action)			

[Return to Entity Details for "OPPORTUNITY HOMES LLC"](#)

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER

E0150942014-3



100401

THE FILING PERIOD OF **MAR, 2014** TO **MAR, 2015**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. **A Manager, or if none, a Managing Member** of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20140311210-45 Filing Date and Time 04/29/2014 9:13 AM Entity Number E0150942014-3
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(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER		
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS

Title: **MANAGER** Date: **4/29/2014 9:12:49 AM**

Signature of Manager, Managing Member or Other Authorized Signature

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

OPPORTUNITY HOMES LLC

NAME OF LIMITED-LIABILITY COMPANY

ENTITY NUMBER
E0150942014-3



100402

THE FILING PERIOD OF **MAR, 2015** TO **MAR, 2016**

BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150147637-26
	Filing Date and Time 03/31/2015 1:48 PM
	Entity Number E0150942014-3

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes
001 - Governmental Entity
005 - Motion Picture Company
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME THOMAS LUCAS	MANAGER OR MANAGING MEMBER		
ADDRESS 2657 WINDMILL PARKWAY SUITE 145 , USA	CITY HENDERSON	STATE NV	ZIP CODE 89074
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS

Title: **MANAGER** Date: **3/31/2015 1:48:35 PM**

Signature of Manager, Managing Member or Other Authorized Signature

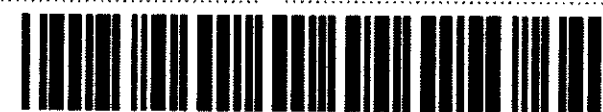
INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

OPPORTUNITY HOMES LLC

E0150942014-3

NAME OF LIMITED-LIABILITY COMPANY



100403

THE FILING PERIOD OF **MAR, 2016** TO **MAR, 2017**

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160144330-84
	Filing Date and Time 03/30/2016 2:37 PM
	Entity Number E0150942014-3

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)

BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

- 001 - Governmental Entity
- 005 - Motion Picture Company
- 006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME		MANAGER OR MANAGING MEMBER	
THOMAS LUCAS			
ADDRESS	CITY	STATE	ZIP CODE
2657 WINDMILL PARKWAY SUITE 145 , USA	HENDERSON	NV	89074
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE
NAME		MANAGER OR MANAGING MEMBER	
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X THOMAS LUCAS

Title
MANAGER

Date
3/30/2016 2:37:50 PM

Signature of Manager, Managing Member or Other Authorized Signature

EXHIBIT 6

CONTEMPORANEOUS EMAILS

FROM 8/29/14 TO 10/13/14

**ARTICULATING TOBIN'S ANGER ABOUT
A BHHS AGENT GETTING A HUGE WINDFALL
FROM A SURPRISE SALE & VIOLATING HER
BHHS CONTRACT & USING INFORMATION SHE
GAVE BHHS BROKER ABOUT WHY TWO BANKS
WOULDN'T CLOSE ANY ESCROWS**

EXHIBIT 6

RE: 2763 White Sage Dr

15 messages

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

Fri, Aug 29, 2014 at 1:31 PM

Nona,

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

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

Thanks,

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

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

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

Wed, Sep 10, 2014 at 11:53 AM

Nona,

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

Thank you

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

[Quoted text hidden]

 **2763_White_Sage_Termination.pdf**
51K

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

[Quoted text hidden]

 **Superpriority HOA**
55K

Nona Tobin <nonatobin@gmail.com>
To: Dave Barca <dbarca@apr.com>
Cc: Larry Tobin ICE <rhandyman@gmail.com>

Thu, Sep 11, 2014 at 11:01 AM

Hi Dave,
Here is the situation with Bruce's house. Larry said you know a good real estate attorney. I don't want to spend any money on this thing. I just want to have a name in case this blows up.

It's possible this situation is particular to Nevada, but the attorney who cold called me the day Janie died was from California so I don't know. This whole thing has been a nightmare.

AA4160

Thanks.
Nona
[Quoted text hidden]

 **Superpriority HOA**
55K

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.
[Quoted text hidden]

Nona Tobin <nonatobin@gmail.com>
To: Jo Ann Wexler <wexler.ja@gmail.com>

Fri, Sep 12, 2014 at 1:30 PM

----- Forwarded message -----
From: **Nona Tobin** <nonatobin@gmail.com>
Date: Thu, Sep 11, 2014 at 10:50 AM
Subject: Re: 2763 White Sage Dr
To: Craig Leidy <cleidy21@aol.com>
Cc: Steve Hansen <nasastevo@gmail.com>

[Quoted text hidden]

 **Superpriority HOA**
55K

Barca, David <DBarca@pacunion.com>
To: "nonatobin@gmail.com" <nonatobin@gmail.com>
Cc: Larry Tobin <rhandyman@gmail.com>

Sun, Sep 14, 2014 at 12:50 PM

Hi Nona,

This is really a horror story; however, I think you get the straight scoop from an attorney friend of mine, David Marks.
He no nonsense and will tell you how best to proceed. Here is his contact information:

David Marks
GCA Law Partners LLP
Attorney

650-428-3900 Work
dmarks@gcalaw.com

1891 Landings Drive
Mountain View, California 94043

David Barca

AA4161

Vice President, Silicon Valley

Pacific Union Real Estate | A Member of Real Living

1706 El Camino Real, Ste.220, Menlo Park CA 94025

O 650.314.7201 | C 650.704.9019 | dbarca@pacunion.com

From: Larry Tobin [mailto:rhandyman@gmail.com]
Sent: Friday, September 12, 2014 3:49 PM
To: Barca, David
Subject: Fwd: 2763 White Sage Dr

----- Forwarded message -----
From: **Nona Tobin** <nonatobin@gmail.com>

[Quoted text hidden]

[Quoted text hidden]

 **Superpriority HOA**
55K

Steve Hansen <nasastevo@gmail.com>
To: Nona Tobin <nonatobin@gmail.com>

Fri, Sep 19, 2014 at 6:35 AM

Sounds fine to me Nona. Sorry for the late reply. I don't check my email as often as I should. Seems insane that the house went for that cheap. Craig and his cronies are certainly going to make \$\$\$ on the deal. Greedy bastards!

Sent from my iPhone
[Quoted text hidden]

<mime-attachment>

Craig Leidy <cleidy21@aol.com>
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.

AA4162

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

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

Fri, Sep 19, 2014 at 3:55 PM

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

[Quoted text hidden]

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

Fri, Sep 19, 2014 at 4:07 PM

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

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

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

I'll know more on Monday.

Craig Leidy
Broker/Salesman CRS SFR
Berkshire Hathaway Home Services
Nevada Properties
3185 Saint Rose Pkwy. Ste.100
Henderson, NV 89052

Questions about HOA Foreclosure sale

5 messages

Nona Tobin <nonatobin@gmail.com>

Mon, Oct 13, 2014 at 12:08 PM

To: Craig Leidy <cleidy21@aol.com>

Craig, after considering the HOA dues delinquency foreclosure sale of 2763 White Sage, I have some questions:

1. What documents has Red Rock Financial sent to you as my agent? I would like to get a copy of those documents.
2. If Berkshire Hathaway received documents from Red Rock Financial why did you not inform me of them in a timely manner?
3. When did you start working with Tom Lucas to purchase this property and did you get paid for your services?
4. What is the status of Nationstar and what do you know of their expectations to make any claims on the money that has been interpleaded with District Court?

I'm enumerating these questions so you will answer each of them specifically. I'm feeling like you dropped me like a hot potato after helping Tom Lucas, a Berkshire Hathaway agent, to become the beneficiary of a giant windfall. When I didn't hear from you, I spoke with Red Rock Financial and to a couple of real estate attorneys, and I am pretty dissatisfied with the manner in which the interests of the Trust were handled by Berkshire Hathaway.

Starting with Red Rock: the first person I spoke to told me that once Red Rock takes the amount that is due to them, they interplead the balance with district court and notify all the potential parties so they

can make a claim and the court can decide on distribution. When I didn't hear from you about what the specific amount was, I called Red Rock back to get it, and I was told that they couldn't talk to me because I wasn't listed as the designated person. I can only assume that because I signed an authorization for Berkshire Hathaway to receive all the notices from them when we first set up the listing last February that Berkshire Hathaway was the authorized agent and you are the specific person that they would have considered the recipient for notices that previously had gone to me as the Successor Trustee.

I am very concerned about this point now. I never received any notice regarding the interpleading. Obviously, I need to get whatever Berkshire Hathaway received from Red Rock as my agent so I can proceed on behalf of the Trust. Since I am unfamiliar with these matters, I do not know if time is of the essence or not in terms of filing a claim in District Court.

I am also concerned about the notices that Red Rock sent Berkshire Hathaway regarding the sale that was actually held. You always told me that foreclosure was no problem, that they always delayed these type of HOA delinquency sales when a short sale was pending. I never knew anything about a sale actually happening until it was done and you were working with the guy that bought it.

I raised my concerns about the manner in which the foreclosure sale was handled as well as what I thought was appropriate to address the interests of the Trust previously with you, but the whole matter seems to have been ignored by Berkshire Hathaway, you, Tom Lucas and your broker.

Doesn't the listing agreement contractually require that you and Berkshire Hathaway act on my behalf as the Successor Trustee and protect the interests of the Trust?

It seems that you unilaterally quit representing my interests as the Successor Trustee without notice. Neither you nor your Broker responded to my many attempts to determine if in fact the bank really couldn't prove it was the owner of the note, then suddenly another Berkshire Hathaway agent in your branch buys it on a surprise sale, possibly betting on information I provided you and the Broker and getting you to help him gain a huge windfall.

Then, inexplicably you wanted me to sign a backdated paper to cancel the listing after the sale had already taken place since you could not take it off MLS without my signature. This didn't make sense. It looked to me like you wanted me to "fire" you or release your agency from the apparent conflict. I'm very confused by this, and one of the attorneys I consulted advised me to file a complaint with the Nevada Real Estate Division to generate an investigation of Berkshire Hathaway and their handling of this situation.

Craig, you and I have been friends for a long time, and I do not want to do that unless it is absolutely necessary. I would simply like your assistance in seeing that all my efforts of stewardship over this property over two plus years are not disparaged. Remember I cooperated with you at every turn over months no matter where I was in the world to try to get a sale that would allow you to earn a commission. Now, I would appreciate your assistance in promptly responding to my questions and assisting me in getting some appropriate financial remuneration for the Trust. Don't just walk away from me now.

EXHIBIT 7

**GVLAR POLICY PROHIBITING
USE OF THE MULTIPLE LISTING SERVICE
TO MARKET HOA FORECLOSURES
AND MLS DOCUMENTS SHOWING THAT BHHS
AGENTS CONTINUED MARKETING THE
PROPERTY AFTER THE SALE AND REPRESENTED
THE BUYER WHEN THE STOKES SOLD IT
ON 10/23/15**

EXHIBIT 7



HOA LIEN FORECLOSURES AND THE MLS

By: David B. Sanders Esq.
GLVAR General Counsel

The MLS Committee has determined that it is the best interests of the MLS to exclude HOA Lien foreclosure properties in the MLS at this current time.

Background

Nevada Supreme Court issued its ruling regarding HOA liens in *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. Adv. Op. 75 (Sept. 18, 2014). The Court found that the foreclosure upon an HOA lien can be conducted either judicially or non-judicially and that sale DOES extinguish the first deed of trust on the property when conducted properly. While clarifying those two issues, the Supreme Court's decision leaves several questions unanswered.

Please recall that the appeal was from an order dismissing SFR Investment's complaint on a motion to dismiss, not a final adjudication of property rights. ***The Nevada Supreme Court did not hold that SFR obtained title to the property free and clear of U.S. Bank's loan, nor did it hold that the foreclosure sale conducted by the HOA could not be set aside by the trial court.*** Instead, it remanded the matter for further proceedings.

Questions Remain

There are a number of unresolved issues related to the Statute and the Court's ruling in SFR Investments.

- (a) What happens if the mortgage holder tenders payment of the super priority portion of the lien and the tender is rejected? (Many of the for profit collection agencies that HOAs employ to foreclose on HOA liens refuse to accept a tender for less than the total amount alleged due not just the super-priority portion.) The Opinion in *SFR* indicates that if such a tender was made and rejected then the sale is invalid.
- (b) Does the purchase of the property at the HOA foreclosure sale have priority over the mortgage holder if the HOA simultaneously forecloses on the subpriority portion of the lien? HOAs typically foreclose on the HOA's entire lien.
- (c) Is the purchaser of property at an HOA sale, which likely paid a small fraction of the value of the property, a bona-fide purchaser for value?
- (d) Can the sale of property by an HOA be voided by the holder of a first priority lien because it was not given adequate notice or due process of law? (There is a genuine issue if the foreclosure procedure outlined in NRS 116 violates a lienholders constitutional right of due process. SFR Investments in this case complied with the more vigorous foreclosure requirements of NRS 107 thus the issue was not presented to the Court.)

FHFA and Federal Preemption



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Even more concerning is the Federal Preemption issue. As you know a majority of loans are backed by Freddie Mac and Fannie Mae. Both entities are "quasi federal entities" meaning that there is a genuine issue if an HOA can even extinguish the federal government's interest in the property. When state law and federal law conflict, federal law displaces, or preempts, state law, due to the Supremacy Clause of the Constitution. U.S. Const. art. VI, § 2. Preemption applies regardless of whether the conflicting laws come from legislatures, courts, administrative agencies, or constitutions. For example, the Voting Rights Act, an act of Congress, preempts state constitutions, and FDA regulations may preempt state court judgments in cases involving prescription drugs.

Existing federal law preempts any state law that attempts to extinguish a federal interest. There is active litigation in Nevada federal court to determine this very issue.

Lender Response

Lender response to this ruling has been very aggressive. Lenders are routinely suing over these foreclosures. Lenders are naming all parties involved in the transaction, including the HOA Trustees, the HOA Boards and HOA Board Members in their individual capacities. This could potentially include the seller's agent, the potential buyer and buyer's agent as well as GLVAR.

It is also unlikely that a broker's (or for that matter GLVAR's) E&O Insurance would cover such litigation as listing such a property in the MLS prior to the conclusion of a successful quiet title action is an intentional act. Should GLVAR be sued for any individual listing, membership dues would be spent to defend the Association in Court.

The Nevada Legislature

As you know the Nevada legislature is in session. There are bills already being drafted that would reverse the Nevada Supreme Court's decision. In a few short months we will know if the Legislature will act on this issue.

Title Industry

Several major title insurance companies refuse to issue title insurance on HOA foreclosure properties due to these unknowns and will not do so without a successful quiet title action.

There is a Solution

There is a simple solution to these issues; it is to allow the Courts to determine answers to these questions. The purchasers of HOA lien foreclosed properties should initiate a quiet title action in State Court. That action will resolve the issues of tender and notice. There is current litigation in Federal Court regarding Federal Preemption and that issue will be resolved in the near future.

MLS Position

Until these issues are resolved, the MLS Committee has determined that properties are akin to fractional ownership and will be excluded from the MLS. This issue will be revisited once the Courts have issued appropriate guidelines.



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GLVAR	Single Family Residential	Ownership	SFR	06/10/2016 11:30 AM
ML#	1424197	Offc	AMEG05	PubID
Address	2763 /WHITE SAGE /Drive	Unit	001098	Status
Building #	Bldr/Manf	Del Webb	Model	LibertyCAS
County	CLARK	Parcel#	191-13-811-052	Zoning
Cmnty	SUNCITYANT	Subdiv	SUN CITY ANTHEM UNIT #19 PHASE	City/Town
Assoc/Comm	Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No		State
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound
	N	Junior	DELW	Highsch
	LIBR	Subdiv#		CensTrct
				MetroMap
				95-F6

PROPERTY INFORMATION		#Baths	FB	3/4	HB	Tot
Bldg Desc	1STORY	Prop Desc	2	1	0	3
Type	DETACHD	Conv				
Roof	PITCHED, TILE	Unit Desc	#Bedrms	3	#Den/Oth	1
Garage	2/AUTODR, ENTRYHS, FINISHD, GOLFCT	Carport	0	Prkng Desc		#Loft
AppxLivArea	2,200	#Acres +/-	0.190	Lot SqFt	8,276	Lot Desc
ApprxAddLivArea	260	Length		Width		ApprxTotalLivArea
Manuf		Width		PvPool	Y/HEATED, INGRND	ConvertRealProp
PvSpa	No					MH-YrBlt
						Pool Size +/-

Dir South on Eastern from St Rose Pkwy, bear left on to Anthem Pkwy at split, pass Hampton Rd, (R) on Wild Iris, (L) on Foxtail, (L) White Sage.

Public Remarks Liberty model w/casita, pool & views of the city and mountains. High elevated lot. Courtyard entry. Formal living & dining rms. Lge kitchen w/island that opens to sep. family rm w/surround sound. Coffered ceilings. The den separates the MS from the secondary bedrm. MS has bay window, sep tub & sep shower, dbl sink & walkin clst. Laundry rm w/sink & extra cabts. Gar has storage & room for golf cart. Builtin BBQ. too!

Ag/Ag Remarks IMPORTANT NOTICE! THE PROPERTY WENT TO AUCTION 8/15/14 AND WAS BOUGHT FOR BACK ASSOCIATION DUES. CALL ME IF YOU HAVE QUESTIONS.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13	TELEJK, TVCAB
3rd Bedroom	10x10	TELEJK, TVCAB	Den	12x11	
Dining Room	13x11	FORDIN, LIVDIN	Family Room	18x14	SEPFAM
Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE	Living Room	19x14	ENTFOY, FORMAL, REAR

Master Bath	DBLSNK, SEPSHW, SEPTUB												
MBR Down?	Y	Bed Dn	Y	Ba Dn	Y	Ba Dn Desc.	F						
Constrctn	FRMSTUC	Furnished Desc	NOFURN										
Refrg	N	Dispos	Y	Dishw	Y	Washer Inc	Y	Dryer Inc	Y	DryerUtil	G	Location	ROOM
OthApplnces	MICROWV, WTCNDO												
Interior	ALARMW, BLINDS, CEILFN, WNDWPRT	Oven Desc	BLTING, CONVECTN, COKTOPG, DBLOVNE										
Firepl	0	Flooring	CARPET, CARTHR, CERAMIC										
Firepl Loc		Fence	BF/WRTIRON										
House Face	North	House Views	MOUNTVW	Equest	NONE								
Exterior	BITOBBQ, BYARDAC, CVPATIO	Miscel	NONE										
Landscap	DESERT, FRNSPR, MATURE, RERSPR, ROCK, SHRUBS, SIDSPR, SPRINKT	Water	PUBLIC										
Heat Sys	2PLUSUNITS, CENTRAL	HtFuel	GAS										
Cool Sys	2UNITSPLUS, CENTRAL, REFRIG	CLFuel	ELEC	Grd Mounted	Y								
Utility Info	CABWIRE, UNDRND	Energy	DUALPNE, LOWEWIN	Sewer	PUBLIC								
				Sol Elec									

VOW/FINANCIAL/LISTING OFFICE INFORMATION		Internet	Y	Public Address	Y	AVM	Y	Commentary	Y				
AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0/N						
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt							
Assoc Fee Includes	COMTAX, MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann							
Earn Dep	\$4,000	Ann Tax	\$3,265	Court App	N	Short Sale	Y	Foreclo	Y	Repo/REO	N	Litig/Typ	N
Finance Consid	CASH, CONV	FIRPTA?	N	NOD	12/14	Rent		Poss	COE				
Lockbox	E	LockboxLocation	Hose Bib	TempOffMktStatus		T Status Date							
L/Agent	Craig Leidy	L/Aph	702-595-9007	REALTOR	Y	PhotExcl		LeaseEnd					
Office	BHHS Nevada Properties	OffcPh	702-458-8888	Bonus SO		CoOp	3.000%	Flat Fee					
Off Add	3185 St. Rose Parkway #100, Henderson 89052-3977	BrokerName	Forrest Barbee	Vr	N	Ex	N						
Agt Fax #	702-317-3384	Email	cleidy21@aol.com	VTour	Y	OwnLic	N						
Resident	Vacant	ResPh	702-595-9007	Occup	VAC	Power	OFF	AuctTyp					
Showing	NOSHOW	GateCode		WD		AuctDt		ListDt	02/24/2014				
ContDesc		GateCode2		OrigListPrice	\$380,000	ExpDt	10/31/2014	Act DOM	249				

Energy-Efficient/GREEN Information:
Green Building Certification No

Presented by: Office Name BHHS Nevada Properties Agent Craig Leidy

GLVAR	Single Family Residential	Ownership	06/10/2016 11:30 AM											
ML#	1548524	Offc	URBN	PubID	220273	Status	C	Area	606	L/Price	\$437,900			
Address	2763 /WHITE SAGE /Drive		Unit	StatusUpdate				LP/SqFt	\$199					
Building #	Bldr/Manf	Model	CondoCnv	Zip	89052		YrBuilt	2004/RE						
County	CLARK	Parcel#	191-13-811-052	Zoning	SINGLE		City/Town	Henderson		State NV				
Cmnty	NONE		Subdiv	SUN CITY ANTHEM UNIT #19 PHASE			Age Restrict	Y						
Assoc/Comm Feat Desc	Age Restricted, CC&RS, Clubhouse, COMMUNITY Golf, COMMUNITY Pool, Gated No COMMUNITY Spa, Exercise Room, Tennis													
Elem K-2	WOLF	Elem 3-5	WOLF	YrRound	N	Junior	DELW	Highsch	LIBR	Subdiv#	CensTrct	57.14	MetroMap	95-F6

PROPERTY INFORMATION				#Baths	FB	3/4	HB	Tot	
Bldg Desc	1STORY	Prop Desc	Conv	2	1	0	3		
Type	DETACHD	Unit Desc		#Bedrms	3	#Den/Oth	0	#Loft	0
Roof	TILE	Carport	0	Prkng Desc		Lot Desc	14LESS		
Garage	2/ATTACHD, AUTODR, ENTRYHS, FINISHD		8,276	ApprxTotalLivArea	2,460				
AppxLivArea	2,200	#Acres +/-	0.190	ConvertRealProp		MH-YrBlt			
ApprxAddLivArea	260	Length		PvPool	Y/HEATED, INGRND		Pool Size +/-		
Manuf		Width							
PvSpa	Yes								

Dir South on eastern from rose parkway on to anthem parkway at split pass hampton right on wild iris left on foxtail left on white sage.

Public Remarks Beautiful liberty model with casita, pool and views of the city. A high elevated lot. There's a formal living room and dining room and a large open kitchen and a separate family room. New Tile in the master bath. Large master with a separate tub and separate shower. Garage has separate area for gold cart. There is a 260 square foot casita out front. Total living 2460 square feet. AGENT BONUS 1500.00

Ag/Ag Remarks Please use Pam at linear title. Thank you for showing.

Master Bed Room	15x13	CEILFN, WICLOS	2nd Bedroom	15x13	
3rd Bedroom	10x10		Dining Room	13x11	FORDIN, LIVDIN
Family Room	18x14	SEPFAM	Kitchen		NOOK, ISLAND, RECESS, PANTRY, SLDCTP, TILE
Living Room	19x14	ENTFOY, FORMAL, REAR	Master Bath		DBLSNK, SEPSHW, SEPTUB
MBR Down?		Bed Dn Y	Ba Dn Y	Ba Dn Desc. F	
Constrctn	FRMSTUC		Furnished Desc	NOFURN	
Refrg	N	Dispos Y	Dishw Y	Washer Inc N	Dryer Inc N
OthApplnces	MICROWV, WTCNDO		Dryer Util	G	Location AREA
Interior	ALARMW, BLINDS, CEILFN, WINDOWCOV		Oven Desc	STOVEG	
Firepl	1/GAS		Flooring	CARPET, CARTHR, CERAMIC	
Firepl Loc	LIVING		Fence	BF/BRICK	
House Face	North	House Views			Equest NONE
Exterior	BITOBBQ, BYARDAC, CIRCDRV, CVPATIO				Miscel NONE
Landscap	DESERT		HtFuel	GAS	Water PUBLIC
Heat Sys	CENTRAL		CLFuel	ELEC	Sewer PUBLIC
Cool Sys	CENTRAL		Energy	NONE	Sol Elec None
Utility Info	UNDGRND		Internet	Y	Public Address Y

VOW/FINANCIAL/LISTING OFFICE INFORMATION

AssocFee	Y	AssocName	Sun City Anthem	Assoc Ph	702-614-4800	Mast Plan Fee	\$0
AssocFee1	\$275/Q	AssocFee2		Assessmt	N	Assessment Amt	
Assoc Fee Includes	MGMT, REC, RESERV	SID/LID?	N	SID/LID		SID/LID Ann	
Earn Dep	\$5	Ann Tax	\$3,363	Court App	Y	Short Sale	N
Finance Consid	CASH, CONV	FIRPTA?	N	Foreclo	N	Repo/REO	N
Lockbox	M	LockboxLocation	Front Door	TempOffMktStatus		Litig/Typ	N
L/Agent	Robert Goldsmith			Rent		Poss	COE
Office	Urban Nest Realty	L/APH	702-308-5294	REALTOR	Y	T Status	Date
Off Add	10220 W Charleston Blvd #3, Las Vegas 89135	OffcPh	702-853-2444	Bonus	SO	LeaseEnd	
Agt Fax #	702-617-4901	Email	robsellshomes@aol.com	CoOp	3.000%	Flat Fee	
Resident	Vacant	ResPh	702-308-5294	Occup	VAC	Vr	N
Showing	KEYANY	GateCode		Ex	N	VTour	Y
ContDesc	FINANCING	GateCode2		ListDt	06/16/2015	OwnLic	N
		ComboLB	#*081	ExpDt		Act DOM	129
				OrigListPrice	\$569,900		

Energy-Efficient/GREEN Information:
Green Building Certification No

CONTINGENT/PENDING/SOLD INFORMATION:

Accept/Date	10/23/2015	EstClo/Date	10/30/2016	DaysListingtoClose		Orig L.Price	\$569,900
Sold Terms	VA	ActClo/Date		BuyersAgtPublicID	232958	Sale Price	
Sellers Contrib		Prop Condition		Buyer Broker	AMEG05	SP/SqFt	
OwnrCarry		Days On Market	129	Broker Office	BHHS Nevada Properties, 3185 St. Rose Parkway #100, Henderson 89052-3977		
Auction Buyer Premium		Sale Type		BuyerAgentName	Kristen Madden/702-458-8888		
Addit Auction Sold Terms							

Presented by: Office Name

BHHS Nevada Properties

Agent Craig Leidy

EXHIBIT 8

EXHIBIT 8

MLS PROPERTY ARCHIVE

2/16/12 TO 10/23/15

PRINTED ON 6/10/16

6/16/15 Stokes listed property for \$569,000

6/16/15 Stokes filed their complaint in case A720032

10/14/15 Thirteenth time the Stokes relisted it at a lower price

10/23/15 Contingent sale for \$437,900 through BHHS Realtor Kristen Madden

EXHIBIT 8

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1548524	191-13-811-052	RES	C	\$ 437,900	10/23/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 437,900	10/14/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 444,900	10/02/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 457,900	09/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 465,900	09/09/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 471,900	09/02/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 474,900	08/27/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 494,900	08/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 499,900	07/28/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 509,900	07/20/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 516,900	07/14/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 524,900	07/10/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 529,900	07/03/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1548524	191-13-811-052	RES	ER	\$ 569,900	06/16/2015	220273 Area 606	URBN Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	X	\$ 390,000	11/01/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 390,000	08/01/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 380,000	07/25/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	C	\$ 380,000	03/10/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1424197	191-13-811-052	RES	ER	\$ 380,000	02/25/2014	001098 Area 606	AMEG05 Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	ER	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	W	\$ 395,000	07/10/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						
1227006	191-13-811-052	RES	C	\$ 395,000	05/14/2013	099056 Area 606	PDFT Zip 89052
Address	2763 / WHITE SAGE DR						

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

Property Archive Information

ML#	Tax ID	PropTyp	Status	Price	Date	Agent	Broker
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 395,000	04/01/2013	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	C	\$ 335,000	08/13/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 335,000	07/21/2012	099056 Area 606	PDFT Zip 89052
1227006 Address	191-13-811-052 2763 / WHITE SAGE DR	RES	ER	\$ 375,000	02/16/2012	099056 Area 606	PDFT Zip 89052

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

EXHIBIT 13

47

Inst #: 20170328-0001452
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
03/28/2017 11:51:02 AM
Receipt #: 3042834
Requestor:
NONA TOBIN
Recorded By: MAYSM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor's Parcel Number:
191-13-811-052

Prepared By:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

After Recording Return To:
NONA TOBIN
2664 Olivia Heights Ave.
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011,
Nona Tobin, Trustee,

for and in consideration of: \$0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave,
Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark,
State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:
NONA TOBIN
2664 Olivia Heights Ave
Henderson, Nevada 89052

(SIGNATURE PAGE FOLLOWS)

Grantor Signatures:

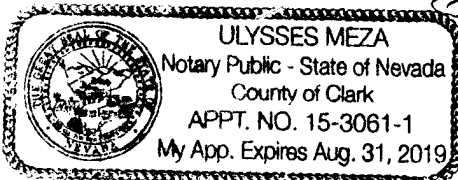
DATED: 3/27/17

Nona Tobin, Trustee

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27th day of March, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.



[Signature]
Notary Public Ulysses Meza

Notary Public
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
 a. Vacant Land b. Single Fam. Res.
 c. Condo/Twnhse d. 2-4 Plex
 e. Apt. Bldg f. Comm'l/Ind'l
 g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ _____
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ _____
 d. Real Property Transfer Tax Due \$ — 0 —

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: out of trust, close trust
without consideration

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Nona Jolin Capacity: Trustee
 Signature Nona Jolin Capacity: _____

SELLER (GRANTOR) INFORMATION

Gordon B. Hansen (REQUIRED) by
 Print Name: NONA TOBIN, Trustee
 Address: 2664 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: NONA TOBIN
 Address: 2664 Olivia Heights
 City: Henderson
 State: NV Zip: 89052

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

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 14

Inst #: 20190724-0003355

Fees: \$40.00

07/24/2019 03:33:28 PM

Receipt #: 377737

Requestor:

NOW! SERVICES INC

Recorded By: KVHO Pgs: 17

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Entry of Findings of Facts, Conclusions of Law and Judgment

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Joseph Y. Hong, Esq.

RETURN TO: Name Joseph Y. Hong, Esq.

Address 1980 Festival Plaza Dr., Suite 650

City/State/Zip Las Vegas, Nevada 89135

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

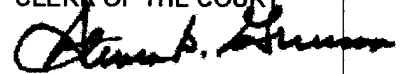
Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

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

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 NONA TOBIN, as Trustee of the GORDON B.
12 HANSEN TRUST, dated 8/22/08,

13 Counterclaimant,

14 vs.

15 JOEL A. STOKES and SANDRA F. STOKES, as
16 Trustees of the JIMJACK IRREVOCABLE
17 TRUST; YEUN K. LEE, an individual, d/b/a
18 Manager, F. BONDURANT, LLC.,

19 Counter-Defendants.

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

Consolidated with: A-16-730078-C

20 **NOTICE OF ENTRY OF FINDINGS OF FACTS,**
21 **CONCLUSIONS OF LAW AND JUDGMENT**

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

27

28

1 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that FINDINGS OF
2 FACTS, CONCLUSIONS OF LAW AND JUDGMENT was entered in the above-entitled matter,
3 and filed on the 24th day of June, 2019, a copy of which is attached hereto.

4 DATED this 24th day of June, 2019.

5 HONG & HONG LAW OFFICE

6
7 /s/ Joseph Y. Hong

8 JOSEPH Y. HONG, ESQ.

9 State Bar No. 005995

10 1980 Festival Plaza Drive, Suite 650

11 Las Vegas, Nevada 89135

12 Attorney for Counter-Defendant

13 *JOEL A. STOKES and SANDRA F.*

14 *STOKES, as trustees of the JIMJACK*

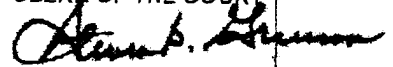
15 *IRREVOCABLE TRUST*

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CERTIFICATE OF ELECTRONIC SERVICE

Pursuant to NRCPC 5(b)(2)(D), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 24th day of June, 2019, I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT** 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 **ORDR**

2
3 **EIGHTH JUDICIAL DISTRICT COURT**
4
5 **CLARK COUNTY, NEVADA**

6 NONA TOBIN, as Trustee of the
7 GORDON B. HANSEN TRUST dated
8 8/22/08,

Case No.: A-15-720032-C

Consolidated with A-16-730078-C

8 Counterclaimant,

9 vs.

10 JOEL A. STOKES AND SANDRA F.
11 STOKES, as Trustees of the JIMI JACK
12 IRREVOCABLE TRUST; YUEN K.
13 LEE, an individual, d/b/a
14 Manager, F. BONDURANT, LLC.,

Counter-Defendants.

15 **FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT**¹

16
17 This matter, having come on for Bench Trial commencing on June 5th and
18 6th, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the
19 Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf
20 of all Counter-Defendants. All parties having an opportunity to present their
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22
23 ¹ The consolidated cases commenced with multiple parties being named and the initial caption
24 read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimijack Irrevocable Trust
25 Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than
26 those of the Counterclaimant against Counter-Defendants have either been resolved or
27 eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial
28 were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set
forth above, correctly sets forth the parties that were asserted to have remained for purposes of
trial.

1 case, the Court having considered the evidence, the previous Orders and
2 Judgments in this case, and good cause appearing therefore, enters the
3 following Findings of Fact and Conclusions of Law:

4 **FINDINGS OF FACTS**

5
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were
12 the only remaining claims set for trial to commence on June 5, 2019.

13
14 2. On January 11, 2017, the Hansen Trust intervened in the present
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.

1 The essence of the Hansen Trust's claims in the consolidated cases was
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject
3 Property. In each of the pleadings filed against each of the respective parties,
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the
7 respective pleadings that the Hansen Trust was the purported owner of the
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the
9 successor Trustee, the Court finds that the pleadings are consistent with the
10 intention of the Court's Order granting intervention by the Hansen Trust. There
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual
12 as there was no assertion in the January 2017 Motion to Intervene or in what
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted
14 any joint or other form of ownership right with the Hansen Trust at the time of the
15 foreclosure at issue.²

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20 ² The Court notes that on May 24, 2019, less than two weeks before trial was to commence,
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even
if the Court were to view the Supplement and its attachment as allowable, from a chronological
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did
not take place until about two months after there was Notice of Entry of the Order on the Motion
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to
the instant litigation as there was no timely request for her to intervene or any legal authority.

1 3. After the Hansen Trust filed what it asserted to be "cross-claims"
2 and a "counter-claim", various pleadings were filed by the Intervenor Hansen
3 Trust in which the phrase "Nona Tobin as an individual" was set forth in the
4 caption and in some cases in the body of the document, despite the fact the
5 Motion to Intervene was filed by the Trustee on behalf of the Trust and
6 Intervention was only granted to the Hansen Trust. From a review of the Court
7 Record, it appears that other parties to the action also included the incorrect
8 caption that had been used by Intervenor Hansen Trust in some of their
9 pleadings. It was not until a couple of months before trial was to commence in
10 2019 that the error was brought to the attention of the Court. In 2019³, the Court
11 was informed, and the Odyssey Record of the Eighth Judicial District confirms,
12 that contrary to the scope of the Intervention granted by the Court, at some point
13 in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption
14 and then used her name in an individual capacity at some points in pleadings. In
15 those same pleadings, however, the nature of the actions relating to the
16 ownership of the property which was purportedly was owned by the Hansen
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21 presented to the Court that she could intervene on her own behalf after she contended that she
22 quitclaimed whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As
23 intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or
24 properly presented and hence was not granted, the Court finds that the trial properly commenced
25 and concluded between the only parties that remained in the case.

26 ³ Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the
27 presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the
28 Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin
herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the
Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23,
2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was
present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same. Further, there was no
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the
4 Hansen Trust.

5
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes
7 Motions for Summary Judgment and ruled thereon. There were other pending
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and
9 related countermotions, which at the request of those who were present, were
10 continued. The Court was informed that the Hansen Trust was not represented
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset
12 to May 23rd and then May 25th to allow the Hansen Trust to obtain counsel and
13 be prepared. On May 25th, 2017, the parties withdrew some of the pending
14 Motions and requested that the ruling on others, including the HOA's Motion to
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the
16 parties were seeking NRED mediation.

17
18 5. At the parties' request, the Court did not rule on those pending
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed
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1 other than the quiet title claim.⁴ The Stipulation filed on September 17th provided:

- 2
- 3 1. That all claims against the HOA be dismissed without
4 prejudice for the parties to attend mediation.
- 5 2. That the Court does not make a decision as to the quiet
6 title claim at this time.
- 7 3. That the Court does not make any determination as to
8 actions taken after the filing of the HOA's Motion at this
9 time.
- 10 4. That the Counter-Motion(s) filed by Nona Tobin an
11 Individual and Trustee of the Gordon B Hansen Trust be
12 withdrawn without prejudice at this time.

13 ORDER

14 Based on the stipulations of the parties:

15 THE COURT ORDERS: All claims against Sun City
16 Anthem Community Association are dismissed without
17 prejudice to attend NRED mediation, except for the
18 quiet title claim.

19 THE COURT ORDERS the counter-motions filed March
20 3, 2017 and March 31, 2017 be WITHDRAWN
21 WITHOUT PREJUDICE.

22 THE COURT FUTHER ORDERS the Motion to Dismiss
23 is GRANTED, pursuant to a stipulation of the parties to
24 all claims other than quiet title

25 ⁴ At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a
26 proper party but merely an individual who had incorrectly been added to the caption. Placing
27 oneself on a caption or in a pleading does not confer party-status on that individual when
28 intervention is only granted to the entity who claimed an interest in the property at the time of the
foreclosure.

1 THE COURT FURTHER ORDERS the Motion to
2 Dismiss is DENIED WITHOUT PREJUDICE in regards
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the
5 case was pending until the Court received notice that the NRED mediation had
6 been completed. A Notice of completion of mediation was filed in November
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment
11 with a limited Joinder by Nationstar.⁵ At the request of the parties, the matter
12 was heard on March 26, 2019. After a full oral argument, and taking fully into
13 account the pleadings as well as the allowable evidence and oral argument, the
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The
15 Court set forth its reasoning in open Court and then detailed its reasoning in the
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court
19 expressly found that "the totality of the facts evidence that the HOA properly
20 followed the process and procedures in foreclosing upon the Property." See
21 *FFCL filed on April 17, 2019, page 9, lines 5-6*. The Court, therefore, granted the
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26 ⁵ That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to
27 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to
28 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure
3 sale. See FFCL filed on April 17, 2019.

4
5 9. On April 23, 2019, at the hearing for Nationstar's Motion for
6 Summary Judgment, the Court was informed that the only parties remaining in
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the
8 Stokes on behalf of Jimijack and Lee d/b/a F. Bondurant. The Court was
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in
10 her individual capacity. The Court was further informed and shown that
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the
13 consolidated cases, had never been granted leave to intervene as an individual.
14 In light of the fact there was a pending resolution between various entities, but
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial
17 could be set with respect to the remaining claims of the Hansen Trust.

18
19 10. At that same April 23rd hearing, due to the fact that Ms. Tobin had
20 filed documents on her own whilst the Trust was represented by counsel, those
21 purported pleadings filed by Ms. Tobin were considered rogue documents. Since
22 they were rogue documents, they were stricken in accordance with the rules.

23
24 11. On April 29, 2019, the Hansen Trust filed a Motion for
25 Reconsideration of the Court's ruling on the HOA's Motion for Summary
26

1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral
2 argument and a review of the pleadings, the Motion was denied.⁶ On May 30,
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.
5 The denial was based both on procedural and substantive grounds. The Order
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the
7 Notice of Entry of same was filed on May 31, 2019.

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.
11 After a full trial on the merits of the case, and taking into account the evidence
12 the Court can take into account, the Court finds that Counterclaimant did not
13 meet her burden by a preponderance of the evidence on any of her claims for
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,
15 Civil Conspiracy and Injunctive Relief as alleged against Jimijack.

17 8. After a full trial on the merits of the case, and taking into account
18 the evidence the Court can take into account, the Court further finds that
19 Counterclaimant did not meet her burden by a preponderance of the evidence on
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.

22 CONCLUSIONS OF LAW

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25 ⁶ At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role
in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling
in 2017 on the Motion to Intervene.

1 1. NRS Chapter 116 specifically authorizes a homeowners'
2 association to foreclose on the entirety of its delinquent assessment lien against
3 the homeowner. See *NRS 116.31162-116.31168*. In this case, the Court has
4 found that the HOA complied with the statutes, all required notices were
5 provided, there was a default when the power of sale was exercised, and the
6 HOA had the authority to foreclose upon the Subject Property. See *FFCL filed*
7 *on April 17, 2019*. Thus, pursuant to NRS Chapter 116, any and all rights and
8 interests the Hansen Trust had in the Subject Property was divested and
9 extinguished at the time of the HOA foreclosure sale.

11 2. "A valid and final judgment on a claim precludes a second action
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on
15 the same claims or any part of them that were or could have been brought in the
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for
19 Summary Judgment wherein the Court entered its FFCL, which was filed on
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or
21 any part thereof. The other claims also fail as they request the Court make a
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.

25 3. "The doctrine of the law of the case cannot be avoided by a more
26

1 detailed and precisely focused argument subsequently made after reflection
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which
7 not only precludes its Quiet Title and Equitable Relief claims but since its other
8 claims against Jimjack and Lee and contingent upon a finding in its favor on the
9 quiet title claim or the premises upon which it is built, those claims fail as well.

11 4. In addition to the claims already being precluded given there is
12 both issue preclusion through law of the case, in the present matter, the Court
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before
14 the trial commenced. Thus, the Court had already reviewed its decision both
15 procedurally and substantively. Accordingly, the law of the case in the present
16 action would apply for the independent reason that the underlying decision had
17 already been reviewed and re-affirmed by the Court.

19 5. Even if Counterclaimant could try to contend that any of its claims
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that
23 the house had been subject to multiple short sale potential escrows as the
24 house was in default with the lender. She also conceded that there was a late
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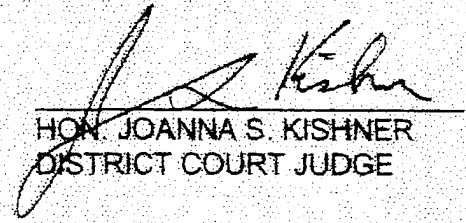
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some
2 point. While she disagreed whether the HOA could assess the charges that she
3 asserted were added to the Hansen Trust account as a result of the Hansen
4 Trust's failure to pay its dues on time, she provided no evidence that the charges
5 were inaccurate or impermissible. She also testified that she received a Notice
6 of Foreclosure Sale on the property. She failed to identify any individuals with
7 whom the Hansen Trust had a contract with or any individuals who engaged in a
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust
9 demonstrated that the Hansen Trust could not meet its burden on any of the
10 claims asserted against any of the Counter-Defendants. The failure of
11 Counterclaimant to meet its burden of proof is an independent basis which
12 requires the Court to find in favor of Counter-Defendants and against
13 Counterclaimant.
14
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16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**
18 **DECREED** that Judgment shall be entered in favor of Jimijack and Lee and
19 against the Hansen Trust as to all claims alleged against them by the Hansen
20 Trust.
21


22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust
24 shall be cancelled and expunged.
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1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within
3 fourteen days hereof.

4 IT IS SO ORDERED this 24th day of June, 2019.

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7 
8 HON. JOANNA S. KISHNER
9 DISTRICT COURT JUDGE

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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

CLERK OF THE COURT

JUL 12 2019

JOANNA S. KISHNER
DISTRICT JUDGE
DEPARTMENT 3300
LAS VEGAS, NEVADA 89155

AA4196

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CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center.

ALL PARTIES SERVED VIA E-SERVICE



TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant

EXHIBIT 15

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail

document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"), whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter "Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

Commonly known as:

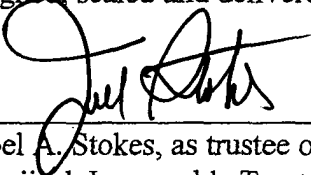
2763 White Sage Dr., Henderson, Nevada 89052

More particularly described as: APN 191-13-811-052


SUN CITY ANTHEM UNIT# 19, PHASE 2, PLAT BOOK 102, PAGE 80, LOT 85, BLOCK 4, CLARK COUNTY, NV

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:



Joel A. Stokes, as trustee of the
Jimijack Irrevocable Trust



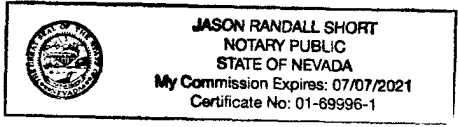
Sandra F. Stokes, as trustee of the
Jimijack Irrevocable Trust

State of Nevada)
) ss
County of Clark)

On this 1 day of May, 2019, before me, Jason Randall Short, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the persons of Joel A. Stokes, as trustee of the Jimijack Irrevocable Trust, and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Quitclaim Deed; and, acknowledged to me that they executed the same in their capacity, and that by their signatures on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: 



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 191-13-811-052
 b. _____
 c. _____
 d. _____

2. Type of Property:
- | | |
|--|---|
| a. <input type="checkbox"/> Vacant Land | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY	
Book _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3.a. Total Value/Sales Price of Property \$ 406,580
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ ~~406,580~~ 0
 d. Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section 7
 b. Explain Reason for Exemption: a transfer of title from a trust without consideration to some individual

5. Partial Interest: Percentage being transferred: _____ %
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Grantee
 Signature [Signature] Capacity: Grantor

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Jimijack Irrevocable Trust
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: Joel A. Stokes
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Joel A. Stokes Escrow # _____
 Address: 2763 White Sage Dr.
 City: Henderson State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 16

Inst #: 20191227-0001345

Fees: \$40.00

RPTT: \$2575.50 Ex #:

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC.

Recorded By: MIDO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 191-13-811-052

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED RETURN TO AND
MAIL TAX BILL TO:

Brian Chiesi and Debora Chiesi
24224 16th PL SE
BOTHELL, WA 98021

Escrow No. 19-11-120779JH

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH:

That Joel A Stokes, A married man who acquired title as Joel A. Stokes

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby
Grant, Bargain, Sell and Convey to

Brian Chiesi and Debora Chiesi, husband and wife as joint tenants

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR
LEGAL DESCRIPTION.

SUBJECT TO:

1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.

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

WITNESS my hand this 17th day of Dec., 2019.

Joel Stokes
Joel A Stokes

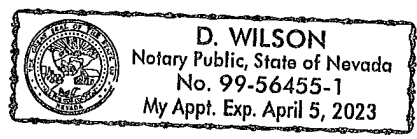
Joel A. Stokes
State of NEVADA }
County of CLARK } SS:
}

On 12-17-2019, before me the undersigned Notary Public, personally appeared Joel A Stokes, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature D. Wilson

My Commission Expires: 4-5-2023



Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

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

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s):

- a) 191-13-811-052
- b) _____
- b) _____
- b) _____

2. Type of Property:

- a) Vacant Land
- b) Single Fam. Res.
- c) Condo/Twnhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm'l/Ind'l
- g) Agricultural
- h) Mobile Home
- Other _____

FOR RECORDERS OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

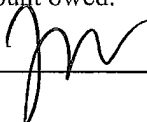
- 3. a) **Total Value/Sales Price of Property:** 505,000.00
- b) Deed in Lieu of Foreclosure Only (value of property) \$.00
- c) Transfer Tax Value: \$ 505,000.00
- d) Real Property Transfer Tax Due: \$ 2,575.50

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: 

Capacity: Agent
~~Grantor~~

Signature: _____

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: Joel A Stokes
Address: 4791 Fiore Bella Blvd.
City/State/Zip: Las Vegas, NV 89135

Print Name: Brian Chiesi and Debora Chiesi
Address: 24224 16th PL SE
City/State/Zip: BOTHELL, WA 98021

COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.
7900 West Sahara Avenue, Suite 100
Las Vegas, NV 89117-7920

Escrow No. 19-11-120779JH

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 17

Inst #: 20191227-0001346

Fees: \$40.00

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC. .

Recorded By: MIDO Pgs: 25

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's Parcel Number:

191-13-811-052

Return To:

Document Management
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:

Donald Wierzbicki
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

Recording Requested By:

See 'Return To:' Name

Mortgage Broker Name:

License Number:

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN

100039034258407727
3425840772

DEFINITIONS

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

(A) "~~Security Instrument~~" means ~~this document, which is dated~~ December 26, 2019, together with all Riders to this document.

(B) "~~Borrower~~" is Brian Chiesi and Debora Chiesi, husband and wife

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UNIFORM INSTRUMENT WITH MERS
VMP® 4989880690
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 1 of 17



Borrower is the trustor under this Security Instrument.

(C) "Lender" is Quicken Loans Inc.

Lender is a Corporation organized and existing under the laws of the State of Michigan. Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is Old Republic National Title Insurance Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 26, 2019. The Note states that Borrower owes Lender Three Hundred Fifty Three Thousand Five Hundred and 00/100 Dollars (U.S. \$ 353,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2050.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] Legal Attached

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

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

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

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 2 of 17



(M) "Escrow Items" means those items that are described in Section 3.

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 3 of 17

Parcel ID Number: 191-13-811-052 which currently has the address of
2763 White Sage Dr [Street]
Henderson [City], Nevada 89052-7093 [Zip Code]
("Property Address");

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

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

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

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

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

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

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 4 of 17

might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 5 of 17

require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 6 of 17

right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination of certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 7 of 17

Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 8 of 17

entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 9 of 17

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 10 of 17



amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

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

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 11 of 17

writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

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

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

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

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 12 of 17

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 13 of 17

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any ~~Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of~~ any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 14 of 17

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

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

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

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

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

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900

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Form 3029 1/01
VMP6A(NV) (1302),00
Page 15 of 17

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Witnesses:

Brian Chiesi 12/26/2019 (Seal)
-Borrower

Debora Chiesi 12/26/2019 (Seal)
-Borrower


-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

-Borrower (Seal)
-Borrower

NEVADA-Single Family-Fannie Mae/Freddie Mac
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Page 16 of 17



q03425840772 0233 398 1617

STATE OF ~~NEVADA~~ ^{WA}
COUNTY OF ~~CLARK~~ ^{King}

This instrument was acknowledged before me on
Brian Chiesi and Debora Chiesi

December 26, 2019

by

CHRISTIAN SANTIAGO
NOTARY PUBLIC
KING COUNTY, WASHINGTON
COMMISSION # 185027
Expires: 3/15/2020



Christian Santiago

Mail Tax Statements To: Brian Chiesi
24224 16th Pl SE
Bothell, WA 98021-8876

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Drew Michael
NMLS ID 999056

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Form 3029 1/01
VMP6A(NV) (1302).00
Page 17 of 17

1-4 Family Rider
(Assignment of Rents)

3425840772

THIS 1-4 FAMILY RIDER is made this 26th day of December, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

4989880725

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT
Bankers SystemsTM/MVP[®]
Wolters Kluwer Financial Services

Form 3170 1/01

VMP57RA (1411).00



Page 1 of 4

- C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.
- E. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- F. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac
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 Bankers SystemsTMVMP[®]
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 VMP57RA (1411).00

(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

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Form 3170 1/01

VMP57RA (1411).00

Page 4 of 4

MERS MIN: 100039034258407727

3425840772

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of December, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in CC & R's as amended from time to time

(the "Declaration"). The Property is a part of a planned unit development known as Sun City Anthem Unit #19 Phase

[Name of Planned Unit Development]

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

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

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



MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01 4989880731
Wolters Kluwer Financial Services Page 1 of 3 Initials: BE NO
VMP®-7R (0811)



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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

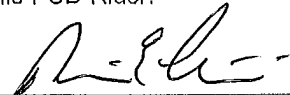
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby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

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

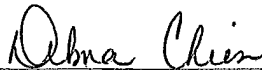
F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts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

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®-7R (0811) Page 2 of 3 Initials: BC NO Form 3150 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.



12/26/2019 (Seal)
Brian Chiesi -Borrower



12/26/2019 (Seal)
Debora Chiesi -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



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MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®-7R (0811) Page 3 of 3 Form 3150 1/01

Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

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

SAO

1 JOHN W. THOMSON, ESQ.
2 Nevada Bar No. 5802
3 THOMSON LAW PC
4 2450 St. Rose Parkway, Suite 120
5 Henderson, NV 89074
6 (702) 478-8282 Telephone
7 (702) 541-9500 Facsimile
8 Email: johnwthomson@ymail.com
9 Attorney for Plaintiff Nona Tobin

HEARING REQUIRED

DATE: August 11, 2020

DISTRICT COURT

TIME: 8:30 AM

CLARK COUNTY, NEVADA

File with Master Calendar

10 NONA TOBIN, an Individual

11 Plaintiff,

12 vs.

13 BRIAN CHIESI, an individual; DEBORA
14 CHIESI, an individual; QUICKEN LOANS
15 INC.; JOEL A. STOKES, an individual;
16 JOEL A. STOKES and SANDRA STOKES
17 as Trustees of JIMI JACK IRREVOCABLE
18 TRUST; JIMI JACK IRREVOCABLE
19 TRUST; NATIONSTAR MORTGAGE
20 LLC; RED ROCK FINANCIAL
21 SERVICES; DOES I through X inclusive;
22 and ROE CORPORATIONS I through V,
23 inclusive

24 Defendants.

Case No.: A-19-799890-C

Dept No.: 22

**STIPULATION AND ORDER TO
RESCHEDULE HEARING FOR
DEFENDANT RED ROCK
FINANCIAL SERVICES, LLC'S
MOTION TO DISMISS
COMPLAINT PURSUANT TO
NRCP 12(B)(5) AND (6), JOINDERS
THERE TO, AND REQUEST FOR
JUDICIAL NOTICE**

**Original Hearing Date: July 28, 2020
Time: 8:30 a.m.**

25 **IT IS HEREBY STIPULATED** by and between NONA TOBIN, by and through her
26 attorney, JOHN W. THOMSON, ESQ., of THOMSON LAW PC and, BRIAN CHIESI and
27 DEBORA CHIESI by and through their attorneys AARON R. MAURICE, ESQ., of
28 MAURICE WOOD, and JOEL A. STOKES, individually, JOEL A. STOKES and SANDRA
STOKES, as TRUSTEES OF JIMI JACK IRREVOCABLE TRUST, and JIMI JACK
IRREVOCABLE TRUST by and through their attorney JOSEPH Y. HONG, ESQ. of HONG
& HONG LAW OFFICE, and NATIONSTAR MORTGAGE LLC, by and through its

1 attorneys MELANIE D. MORGAN, ESQ., and DONNA M. WITTIG, ESQ. of AKERMAN
2 LLP, and DAVID R. KOCH, ESQ., STEVEN B. SCOW, ESQ., and BRODY B. WIGHT,
3 ESQ., of KOCH AND SCOW, LLC, that the hearing for Defendant Red Rock Financial
4 Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(b)(5) and (6), Joinders
5 thereto, and the Request for Judicial Notice originally scheduled to occur in Department 22, on
6 July 28, 2020 at 8:30a.m., be rescheduled to occur at the same location on Tuesday August 11,
7 2020 at 8:30 a.m.

9 The plaintiff's opposition brief to the Motion to dismiss is due on July 20, 2020 and
10 the Defendants shall have until August 3, 2020 to file a Reply Brief.

11 IT IS HERBY STIPULATED THIS 13th DAY OF JULY, 2020:

12 THOMSON LAW PC

13
14 /s/ John W. Thomson
15 JOHN W. THOMSON, ESQ.
16 Nevada Bar No. 5802
17 2450 St. Rose Parkway, Suite 120
18 Henderson, Nevada 89074
19 johnwthomson@ymail.com
20 *Attorney for Plaintiff Nona Tobin*

21 MAURICE WOOD

22 /s/ Brittany Wood
23 Aaron R. Maurice, Esq.
24 Nevada Bar No. 6412
25 Brittany Wood, Esq.
26 Nevada Bar No. 7562
27 Elizabeth E. Aronson, Esq.
28 Nevada Bar No. 14472
9525 Hillwood Dr., Suite 140
Las Vegas, Nevada 89134
amaurice@mauricewood.com
bwood@mauricewood.com
earonson@mauricewood.com
*Attorney for Defendants,
Brian Chiesi and Debora Chiesi, and Quicken Loans, Inc.*

HONG & HONG LAW OFFICE

/s/ Joseph Y. Hong
Joseph Y. Hong, Esq.
Nevada Bar No. 5995
1980 Festival Plaza Dr., Suite 650
Las Vegas, Nevada 89135
*Attorney for Defendants Joel A. Stokes,
Joel A. Stokes and Sandra Stokes,
as trustees of the Jimijack Irrevocable
Trust, and Jimijack Irrevocable Trust*
yosuphonglaw@gmail.com

1
2 AKERMAN LLP

3 /s/ Melanie D. Morgan
4 Melanie D. Morgan, Esq.
5 Nevada Bar No. 8215
6 Donna M. Wittig, Esq.
7 Nevada Bar No. 11015
8 1635 Village Center Circle, 200
9 Las Vegas, Nevada 89134
10 melanie.morgan@akerman.com
11 donna.wittig@akerman.com
12 Attorney for Defendant,
13 Nationstar Mortgage LLC


KOCH & SCOW, LLC

14 /s/ Brody B. Wight
15 David R. Koch, Esq.
16 Nevada Bar No. 8830
17 Steven B. Scow, Esq.
18 Nevada Bar No. 9906
19 Brody B. Wight, Esq.
20 Nevada Bar No. 13615
21 11500 S. Eastern Ave., Suite 210
22 Henderson, Nevada 89052
23 dkoch@kochscow.com
24 sscow@kochscow.com
25 bwight@kochscow.com
26 Attorneys for Defendant,
27 Red Rock Financial Services

28
ORDER

IT IS HEREBY ORDERED THAT the hearing for Defendant Red Rock
Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRC 12(b)(5) and (6),
Joinders thereto, and the Request for Judicial Notice will be rescheduled to occur at the same
location on Tuesday August 11, 2020 at 8:30 a.m.

DATED this _____ the day of _____, 2020.

Dated this 13th day of July, 2020


DISTRICT COURT JUDGE
E08 4DA E8F9 79B8
Susan Johnson
District Court Judge

Respectfully submitted by:

THOMSON LAW PC

BY: /s/ John W. Thomson
John W. Thomson, Esq.
Nevada Bar No. 5802
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074
Attorney for Plaintiff

RE: Tobin v. Chiesti et al. Case No. A-19-799890-C

From: Brittany Wood (bwood@mauricewood.com)

To: jwtlaw@ymail.com; yosuphonglaw@gmail.com; melanie.morgan@akerman.com; donna.wittig@akerman.com; dkoch@kochscow.com; bwight@kochscow.com; sscow@kochscow.com

Cc: johnwthomson@ymail.com

Date: Friday, July 10, 2020, 4:39 PM PDT

You have my consent.

Brittany Wood, Esq.

Partner



9525 Hillwood Drive | Suite 140

Las Vegas, Nevada | 89134

Office: (702) 463-7616 | Fax: (702) 463-6224

bwood@mauricewood.com

This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

Re: Tobin v. Chiesti et al. Case No. A-19-799890-C

From: Brody Wight (bwight@kochscow.com)

To: jwtlaw@ymail.com

Cc: dkoch@kochscow.com; sscow@kochscow.com; johnwthomson@ymail.com

Date: Friday, July 10, 2020, 8:50 AM PDT

You may attach my electronic signature.

Brody R. Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, NV 89052
Tel: (702) 318-5040
Fax: (702) 318-5039
e-mail: bwight@kochscow.com

On Jul 9, 2020, at 6:17 PM, J Thomson <jwtlaw@ymail.com> wrote:

Dear Counsel,

Good afternoon. Attached for your review is the Stip & Order to Reschedule the Hearing for Defendant Red Rock Financial Services, LLC's Motion to Dismiss Complaint Pursuant to NRCP 12(B)(5) and (6), Joinders thereto, and Request for Judicial Notice on 7/28. If everything looks ok, please respond in an email authorizing your electronic signature. If you have any questions or changes, please let me know.

Thank you,

Annette Cooper
Legal Assistant to John W. Thomson, Esq.

RE: Tobin v. Chiesti et al. Case No. A-19-799890-C

From: melanie.morgan@akerman.com (melanie.morgan@akerman.com)
To: jwtlaw@ymail.com; bwood@mauricewood.com; earonson@mauricewood.com;
yosuphonglaw@gmail.com; donna.wittig@akerman.com;
amaurice@mauricewood.com; dkoch@kochscow.com; bwight@kochscow.com;
sscow@kochscow.com
Cc: johnwthomson@ymail.com
Date: Friday, July 10, 2020, 7:22 PM PDT

You have my consent as well.

[vCard](#) | [Profile](#)

akerman

700+ Lawyers
25 Offices
akerman.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

From: J Thomson <jwtlaw@ymail.com>
Sent: Friday, July 10, 2020 4:29 PM
To: bwood@mauricewood.com; earonson@mauricewood.com;
yosuphonglaw@gmail.com; Morgan, Melanie (Ptrn-Las)
<melanie.morgan@akerman.com>; Wittig, Donna (Assoc-Las)
<donna.wittig@akerman.com>; amaurice@mauricewood.com;
dkoch@kochscow.com; bwight@kochscow.com; sscow@kochscow.com
Cc: J. W. Thomson <johnwthomson@ymail.com>

Re: Fw: Tobin v. Chiesti et al. Case No. A-19-799890-C

From: joseph hong (yosuphonglaw@gmail.com)

To: jwtlaw@ymail.com

Cc: bwood@mauricewood.com; bwight@kochscow.com;
johnwthomson@ymail.com; sscow@kochscow.com;
amaurice@mauricewood.com; dkoch@kochscow.com;
donna.wittig@akerman.com; earonson@mauricewood.com;
melanie.morgan@akerman.com

Date: Monday, July 13, 2020, 9:49 AM PDT

Please confirm that the new date of August 11 at 8:30am has been authorized by Dept. 22. If Dept. 22 has authorized this new date, you may affix my e-sign on the SAO. Also, please be advised that I will not be authorized to enter into any further SAOs for any further continuances UNDER ANY CIRCUMSTANCES wherein if Mr. Thomson is not available on August 11, he must have an associate and/or colleague appear on his behalf.

Joseph Y. Hong, Esq.

On Mon, Jul 13, 2020 at 5:16 AM J Thomson <jwtlaw@ymail.com> wrote:

Dear Counsel,

Just a reminder regarding the SAO for your review and signature. If you can please let me know today if I have your authorization for the electronic signature. ***I did receive Melanie Morgan, Brittany Wood and Brody Wight's approval and now am waiting to hear from Mr. Hong.*** I would appreciate your response as soon as possible. If you do not agree, please advise and I will set up a time for you to speak to Mr. Thomson. Thank you to all who have responded. It is much appreciated.

Thank you,

Annette Cooper
Legal Assistant to John W. Thomson, Esq.

LAW OFFICE OF JOHN W. THOMSON
2450 St. Rose Parkway, Suite 120

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system
13 to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 7/13/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

dscow@kochscow.com

21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

22 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

23 MELANIE MORGAN

melanie.morgan@akerman.com

24 JOSEPH HONG

yosuphonglaw@gmail.com

25 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

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JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

MELANIE MORGAN

MELANIE.MORGAN@AKERMAN.COM

STEVEN SCOW

sscow@kochscow.com

STEVEN SCOW

sscow@kochscow.com

John Thomson

johnwthomson@ymail.com

Vincenette Caruana

jwtlaw@ymail.com

Brittany Wood

bwood@mauricewood.com