

Ex. 1

APN # 177-35-610-137  
# N47664

Recorded On: 09/30/2010  
Book/Instr: 0002154 Book 20100930  
County Of: Clark

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on July 06, 2005, as instrument number 0003420 Book 20050706, of the official records of Clark County, Nevada, the Horizons at Seven Hills has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 950 Seven Hills Drive #1411 Henderson, NV 89052 and more particularly legally described as: Horizons At Seven Hills Ranch, Plat Book 125, Page 58, Unit 1411, Bldg 14 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Ikon Holdings LLC

Mailing address(es):  
209 S. Stephanie Ste B123, Henderson, NV 890112

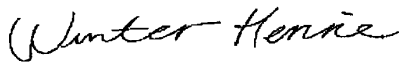
\*Total amount due through today's date is \$6,050.14.

This amount includes late fees, collection fees and interest in the amount of \$2,692.64.

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: September 28, 2010



By: Winter Henrie, of Nevada Association Services, Inc., as agent for Horizons at Seven Hills.

When Recorded Mail To:  
Nevada Association Services, Inc.  
TS #N47664  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-554



Ex. 2



Nevada Association Services  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885  
Fax: (702) 804-8887  
Toll Free: (888) 627-5544

October 18, 2010

Ikon Holdings LLC  
209 S. Stephanie Ste B123  
Henderson NV 890112

RE: 950 Seven Hills Drive #1411 / N47664  
Horizons at Seven Hills / Ikon Holdings LLC

Dear Sir/Madam:

Per your request the current balance for the above property is \$6287.94. If you wish to resolve this matter, please remit payment in full of \$6287.94 in the form of a cashier's check or money order on or before 10/28/10. This amount includes October's assessment. Enclosed is an itemized breakdown for your review. If you are unable to remit payment in full, you may wish to fill out and return the enclosed Request for a Payment Plan Form which will be forwarded to the Management Company for approval. If you choose not to reinstate the account, collection proceedings will continue as indicated in previous correspondence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Veronica Meraz".

Veronica Meraz  
Nevada Association Services, Inc.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.







Ex. 3

APN # 177-35-610-137  
NAS # N47664  
First American Title Nevada/NDTS # 4787654AJ  
PropertyAddress: 950 Seven Hills Drive #1411

Inst #: 201011180001634  
Fees: \$15.00  
N/C Fee: \$0.00  
11/18/2010 09:23:54 AM  
Receipt #: 682598  
Requestor:  
FIRST AMERICAN NATIONAL DEF  
Recorded By: BRT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER  
HOMEOWNERS ASSOCIATION LIEN**

**IMPORTANT NOTICE**

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT  
MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in  
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted  
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice  
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$7,349.50 as of November 16, 2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes)  
required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and  
Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the  
property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your  
Covenants Conditions and Restrictions, the Horizons at Seven Hills (the Association) may insist that you do so in  
order to reinstate your account in good standing. In addition, the Association may require as a condition to  
reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard  
insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You  
may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you  
must pay all amounts in default at the time payment is made. However, you and your Association may mutually  
agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the  
default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default;  
or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the  
obligation being foreclosed upon or a separate written agreement between you and your Association permits a  
longer period, you have only the legal right to stop the sale of your property by paying the entire amount  
demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Horizons at  
Seven Hills, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or  
toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of  
assessment on your property.

NAS # N47664

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT  
TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Ikon Holdings LLC, dated September 28, 2010, and recorded on September 30, 2010 as instrument number 0002154 Book 20100930 in the official records of Clark County, Nevada, executed by Horizons at Seven Hills, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on July 06, 2005, as instrument number 0003420 Book 20050706, as security has occurred in that the payments have not been made of homeowner's assessments due from and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

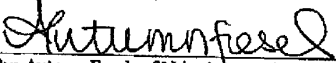
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: Horizons At Seven Hills Ranch, Plat Book 125, Page 58, Unit 1411, Bldg 14 in the County of Clark

Dated: November 16, 2010

  
By: Autumn Fesel, of Nevada Association Services, Inc.  
on behalf of Horizons at Seven Hills

When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

A-11-647850-B

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Business Court**

**COURT MINUTES**

**June 03, 2013**

A-11-647850-B

Ikon Holdings LLC, Plaintiff(s)

vs.

Horizons at Seven Hills Homeowners Association, Defendant(s)

**June 03, 2013**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Denton, Mark R.

**COURTROOM:** RJC Courtroom 12A

**COURT CLERK:** Sharon Chun; Teresa Slade/ts

**RECORDER:** Cynthia Georgilas

**REPORTER:**

**PARTIES**

**PRESENT:**

Adams, James R.

Attorney for Plaintiff

Bonds, Kurt

Attorney for Defendant

Premssirut, Puonyarat K.

Attorney for Plaintiff

Reilly, Patrick J

Attorney for Defendant

**JOURNAL ENTRIES**

- As to Plaintiff's Motion for Attorney Fees and Costs: Arguments by Counsel regarding who is the prevailing party. COURT ORDERED, matter UNDER ADVISEMENT.

As to Defendant's Motion to Retax to Costs: Following Arguments by Counsel COURT ORDERED, Motion DENIED as Court Finds costs are reasonable. Mr. Adams to prepare the Order.

**PRINT DATE:** 06/04/2013

**Page 1 of 1**

**Minutes Date:**

**June 03, 2013**

A-11-647850-B

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Business Court**

**COURT MINUTES**

**June 28, 2013**

---

A-11-647850-B      Ikon Holdings LLC, Plaintiff(s)  
vs.  
Horizons at Seven Hills Homeowners Association, Defendant(s)

---

June 28, 2013      3:04 PM      Minute Order      Minute Order: Decisions Re 6/3/13  
Motion: Pltf's Motion for Attorney Fees  
and Costs

HEARD BY: Denton, Mark R.

COURTROOM:

COURT CLERK: Sharon Chun

**JOURNAL ENTRIES**

THESE MATTERS having come before the Court on June 3, 2013 for hearing on Plaintiff s Motion for Attorney Fees and Costs and Defendant s Motion to Retax Costs, and the Court having denied Defendant s Motion from the bench and having taken Plaintiff s Motion under advisement for further consideration, HAS NOW ENTERED IT'S DECISION.

Please see Court's full written DECISION, FILED 6/28/13 at 4:17 P.M.

CLERK'S NOTE: The Department XIII Judicial Executive Assistant has distributed a copy of the Decision to the following parties:

ADAMS LAW GROUP - Attn: James R. Adams, Esq.

BROWN, BROWN & PREMSRIRUT - Attn: Puoy K. Premsrirut, Esq.

HOLLAND & HART - Attn: Patrick J. Reilly, Esq.

ALVERSON, TAYLOR, MORTENSEN & SANDERS - Attn: Kurt Bonds, Esq.

PRINT DATE: 07/01/2013

Page 1 of 1

Minutes Date: June 28, 2013

DISTRICT COURT  
CLARK COUNTY, NEVADA

*Ann L. Quinn*  
CLERK OF THE COURT

IKON HOLDINGS, LLC, a Nevada  
limited liability company,  
Plaintiff(s),  
vs.  
HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION,  
CASE NO. A647850-B  
DEPT. NO. XIII  
Date: June 3, 2013  
Time: 9:00 a.m.

DECISION

THIS MATTER having come before the Court on June 3, 2013 for hearing on Plaintiff's Motion for Attorney Fees and Costs and Defendant's Motion to Retax Costs, and the Court having denied Defendant's Motion from the bench and having taken Plaintiff's Motion under advisement for further consideration;

NOW, THEREFORE, the Court decides the submitted issues as follows:

Plaintiff seeks attorneys' fees in the sum of \$45,847.00 and costs in the sum of \$2,563.40 under various theories based upon Plaintiff's recovery in this case on its claim for Declaratory Relief.<sup>1</sup> The Court took the matter under advisement to review the record further so that it could make a determination of the identity of the prevailing party in the

<sup>1</sup>The Motion refers to costs as being set forth in the Memorandum of Costs and Disbursements as \$3,353.00, but the latter item, filed April 16, 2013, shows costs to be in the sum of \$2,563.40.

CLERK OF THE COURT

JUN 28 2013

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33

MARK R. DENTON  
DISTRICT JUDGE

DEPARTMENT THIRTEEN  
LAS VEGAS, NV 89155



1 case now that final judgment has been entered.

2 Several other claims pleaded by Plaintiff were  
3 summarily adjudicated in Defendant's favor. Thus, the Order  
4 entered April 16, 2012 contains the following language at page  
5 3, lines 23-28:  
6

7 In the instant case, Plaintiff's causes  
8 of action beyond those for Declaratory  
9 Relief and Injunctive Relief are not  
10 sustainable under the undisputed factual  
11 scenario involved in this case. It is  
12 undisputed that Plaintiff did not pay any of  
13 the SPL amount demanded and liened by  
14 Horizons, even the amounts it concedes it  
15 owes. As a result, Plaintiff has not  
16 suffered or incurred any damages that could  
17 be recovered under the First, Second, Third,  
18 Fourth and Fifth Causes of Action pleaded in  
19 Plaintiff's Complaint.  
20

21 Thus, any contention that the Declaratory Relief aspect of the  
22 action was clearly the entire substance of the action is placed  
23 in doubt by Plaintiff's pleading of multiple tort, contract, and  
24 statutory claims before pleading the Declaratory Relief claim in  
25 the Seventh Cause of Action of the Complaint. This does not  
26  
27

1 mean that the order in which claims are pleaded dictates the  
2 importance of the claims, but damages claims going well beyond  
3 simply seeking declaratory relief were pleaded; and a review of  
4 the record indicates that dealing with the claims found to be  
5 without merit took substantial time and attention independent of  
6 the concepts involved in the Seventh Cause of Action. To say  
7 that one is entitled to a declaration is one thing. To say that  
8 he is liable for money damages for breaching a contract or for  
9 making misrepresentations or for breaching fiduciary duties or  
10 for violating statutes or for breaching the implied covenant of  
11 good faith and fair dealing is quite another.

12  
13 At bottom, the Final Judgment entered in this case on  
14 May 1, 2013 recognizes at page 2, lines 5-7 that

15 ...the primary issue in this case was  
16 what was the amount of Defendant's  
17 'superpriority' lien against Plaintiff's  
18 property which survived the foreclosure of  
19 the property's first trust deed holder  
20 pursuant to NRS 116.3116(2) and Defendant's  
21 covenants, conditions and restrictions...

22  
23  
24 And, Plaintiff essentially prevailed on that "primary issue."

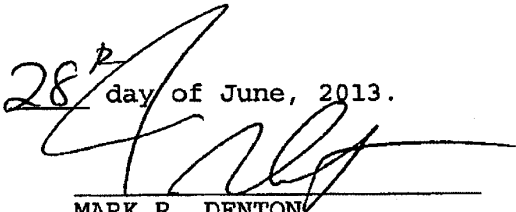
25 The Court agrees that NRS 116.3116(7) authorizes an  
26 award of "...reasonable attorney's fees for the prevailing  
27

1 party[,] and that Plaintiff did prevail on its claim for  
2 Declaratory Relief. However, the Court does not agree that the  
3 entirety of the fees sought would be considered "reasonable" for  
4 recovery under that sole claim where multiple other claims were  
5 pleaded and had to be dealt with. All things considered, the  
6 Court will award the sum of \$15,000.00 as attorneys' fees which  
7 it deems reasonable for purposes of the litigation of the  
8 Declaratory Relief claim, and Plaintiff's Motion is GRANTED to  
9 that extent, with the entirety of the costs claimed (\$2,563.40).  
10

11 Counsel for Plaintiff is directed to submit a proposed  
12 order consistent with the foregoing and which sets forth the  
13 underpinnings of the same in accordance herewith and with  
14 counsel's briefing and argument.

15 This Decision sets forth the Court's intended  
16 disposition on the subject, but it anticipates further order of  
17 the Court to make such disposition effective as an order or  
18 judgment.  
19

20 DATED this 28<sup>th</sup> day of June, 2013.

21   
22 MARK R. DENTON  
DISTRICT JUDGE

23 CERTIFICATE

24  
25 I hereby certify that on or about the date filed, this  
26 document was e-served or a copy of this document was placed in  
27

1 the attorney's folder in the Clerk's Office or mailed to:

2 ADAMS LAW GROUP

3 Attn: James R. Adams, Esq.

4 BROWN, BROWN & PREMSRIRUT

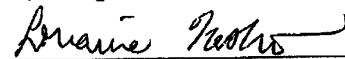
5 Attn: Puoy K. Premsrirut, Esq.

6 HOLLAND & HART

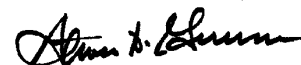
7 Attn: Patrick J. Reilly, Esq.

8 ALVERSON, TAYLOR, MORTENSEN & SANDERS

9 Attn: Kurt Bonds, Esq.

10   
11 LORRAINE TASHIRO  
12 Judicial Executive Assistant  
13 Dept. No. XIII  
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CLERK OF THE COURT

1 **NEO**  
2 **ADAMS LAW GROUP, LTD**  
3 **JAMS R. ADAMS, ESQ.**  
4 Nevada Bar No. 6874  
5 8010 W Sahara Avenue, Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838.7200  
8 (702) 838.3636 fax  
9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)

6 **PUOY K. PREMSRIRUT, ESQ., INC.**  
7 Puoy K, Premsrirut, Esq.  
8 Nevada Bar No. 7141  
9 520 S Fourth Street, 2<sup>nd</sup> Fl  
10 Las Vegas, NV 89101  
11 (702) 384-5563  
12 (702) 385-1752 Fax  
13 [pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
14 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 **IKON HOLDINGS, LLC, a Nevada limited liability**  
14 **company,**

15 **Plaintiff,**

16 **vs.**

17 **HORIZONS AT SEVEN HILLS HOMEOWNERS**  
18 **ASSOCIATION, and DOES 1 through 10 and ROE**  
19 **ENTITIES 1 through 10 inclusive,**

20 **Defendant.**

Case No: A-11-647850-B  
Dept: No. 13

**NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that an Order denying Defendant's Motion to Retax Costs was  
22 has been entered in the above captioned matter on July 3, 2013. A true and correct copy of the  
23 Order is attached hereto.

24 Dated this 19<sup>th</sup> day July, 2013.

25 /s/ James Adams  
26 **ADAMS LAW GROUP, LTD**  
27 **JAMS R. ADAMS, ESQ.**  
28 Nevada Bar No. 6874  
8010 W Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117  
(702) 838.7200  
(702) 838.3636 fax  
[james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I certify that I am an employee of the Adams Law Group, Ltd. and that on this date, I served the following **NOTICE OF ENTRY OF ORDER** on all parties to this action by:

X	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
	Hand Delivery
	Facsimile
	Overnight Delivery
	Certified Mail, Return Receipt Requested.

addressed as follows:

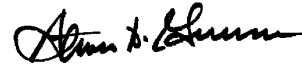
Patrick Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

Kurt Bonds, Esq.  
Alverson Taylor Mortensen and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

Dated the 19th day of July, 2013.

/s/ Brandon Dalby  
An employee of Adams Law Group, Ltd.

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CLERK OF THE COURT

1 **ORD**  
2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W. Sahara Ave. Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838-7200  
8 (702) 838-3636 Fax  
9 james@adamslawnevada.com  
10 Attorneys for Plaintiff

11 **PUOY K. PREMSRIRUT, ESQ., INC.**  
12 Puoy K. Premsrirut, Esq.  
13 Nevada Bar No. 7141  
14 520 S. Fourth Street, 2<sup>nd</sup> Floor  
15 Las Vegas, NV 89101  
16 (702) 384-5563  
17 (702)-385-1752 Fax  
18 ppremsrirut@brownlawlv.com

19 Attorneys for Plaintiff  
20 Ikon Holdings, LLC

21 **DISTRICT COURT**  
22 **CLARK COUNTY, NEVADA**

23 IKON HOLDINGS, LLC, a Nevada limited  
24 liability company,

25 Plaintiff,

26 vs.

27 HORIZONS AT SEVEN HILLS  
28 HOMEOWNERS ASSOCIATION, and DOES  
1 through 10 and ROE ENTITIES 1 through  
10 inclusive,

Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**ORDER DENYING MOTION TO RETAX  
COSTS**

This matter came before the Court upon Defendant's Motion to Retax Costs on June 3, 2013 at 9:00 a.m. James Adams, Esq. of Adams Law Group, Ltd., and Puoy K. Premsrirut of Puoy K. Premsrirut, Esq. Inc., were present on behalf of the Plaintiff. Patrick J. Reilly, Esq., of Holland & Hart, LLP and Kurt Bonds of Alverson Taylor was present on behalf of Defendant Horizon at Seven Hills Homeowners Association. No other counsel or parties were present. The Honorable Court,

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JUN 25 2013

DISTRICT COURT DEPT# 13


1 being fully apprised of all briefing on the Motion, the Verified Memorandum of Costs, having heard  
2 oral argument, and for good cause appearing, HEREBY ORDERS, ADJUDGES AND DECREES  
3 that the Motion to Retax is DENIED.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff Ikon Holdings,  
5 LLC is awarded the sum of \$ 2,563.40 in taxable costs against Defendant.

6 **IT IS SO ORDERED.**


7  6/25/13  
8 DISTRICT COURT JUDGE *RB*

9 Submitted by:

10   
11 JAMES R. ADAMS, ESQ.  
12 Nevada Bar No. 6874  
13 ASSLY SAYYAR, ESQ.  
14 Nevada Bar No. 9178  
15 ADAMS LAW GROUP, LTD.  
16 8010 W. Sahara Ave., Suite 260  
17 Las Vegas, Nevada 89117  
18 Tel: 702-838-7200  
19 Fax: 702-838-3600  
20 james@adamslawnevada.com  
21 assly@adamslawnevada.com  
22 Attorneys for Plaintiff


23 PUOY K. PREMSRIRUT, ESQ., INC.  
24 Puoy K. Premsrirut, Esq.  
25 Nevada Bar No. 7141  
26 520 S. Fourth Street, 2<sup>nd</sup> Floor  
27 Las Vegas, NV 89101  
28 (702) 384-5563  
(702)-385-1752 Fax  
ppremsrirut@brownlawlv.com  
Attorneys for Plaintiff

Approved:

24   
25 KURT BONDS, ESQ.  
26 Alverson Taylor Mortensen and Sanders  
27 7401 W. Charleston Blvd.  
28 Las Vegas, NV 89117-1401  
Office: 702.384.7000



1 Fax: 702.385.7000  
2 *Attorney for Defendant*

3   
4 PATRICK J. REILLY, ESQ.  
5 Holland & Hart  
6 9555 Hillwood Dr., Second Floor  
7 Las Vegas, NV 89134  
8 Fax: 702-669-4650  
9 *Attorney for Defendant*

10  
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CLERK OF THE COURT

1 **NEOJ**  
2 ADAMS LAW GROUP, LTD  
3 JAMS R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W Sahara Avenue, Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838.7200  
8 (702) 838.3636 fax  
9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)

6 PUOY K. PREMSRIRUT, ESQ., INC.  
7 Puoy K, Premsrirut, Esq.  
8 Nevada Bar No. 7141  
9 520 S Fourth Street, 2<sup>nd</sup> Fl  
10 Las Vegas, NV 89101  
11 (702) 384-5563  
12 (702) 385-1752 Fax  
13 [pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
14 *Attorneys for Plaintiff*

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

13 IKON HOLDINGS, LLC, a Nevada limited liability  
14 company,

15 Plaintiff,

16 vs.

17 HORIZONS AT SEVEN HILLS HOMEOWNERS  
18 ASSOCIATION, and DOES 1 through 10 and ROE  
19 ENTITIES 1 through 10 inclusive,

20 Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that an Order on Attorneys Fees and Costs was entered in the  
22 above captioned matter on July 23, 2013. A true and correct copy of the Order is attached hereto.

23 Dated this 25<sup>th</sup> day July, 2013.

24 /s/ James Adams  
25 ADAMS LAW GROUP, LTD  
26 JAMS R. ADAMS, ESQ.  
27 Nevada Bar No. 6874  
28 8010 W Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117  
(702) 838.7200  
(702) 838.3636 fax  
[james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I certify that I am an employee of the Adams Law Group, Ltd. and that on this date, I served the following **NOTICE OF ENTRY OF ORDER** on all parties to this action by:

X	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
	Hand Delivery
	Facsimile
	Overnight Delivery
	Certified Mail, Return Receipt Requested.

addressed as follows:

Patrick Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

Kurt Bonds, Esq.  
Alverson Taylor Mortensen and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

Dated the 25th day of July, 2013.

/s/ Brandon Dalby  
An employee of Adams Law Group, Ltd.

Electronically Filed  
07/23/2013 02:59:20 PM

  
CLERK OF THE COURT

1 **ORDR**  
2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W. Sahara Ave. Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838-7200  
8 (702) 838-3636 Fax  
9 james@adamslawnevada.com  
10 Attorneys for Plaintiff  
11  
12 PUOY K. PREMSRIRUT, ESQ., INC.  
13 Puoy K. Premsrirut, Esq.  
14 Nevada Bar No. 7141  
15 520 S. Fourth Street, 2<sup>nd</sup> Floor  
16 Las Vegas, NV 89101  
17 (702) 384-5563  
18 (702)-385-1752 Fax  
19 ppremsrirut@brownlawlv.com  
20 Attorneys for Plaintiff  
21 Ikon Holdings, LLC  
22  
23  
24

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

25 IKON HOLDINGS, LLC, a Nevada limited  
26 liability company,

Case No: A-11-647850-B  
Dept: No. 13

27 Plaintiff,

28 vs.

**ORDER**

29 HORIZONS AT SEVEN HILLS  
30 HOMEOWNERS ASSOCIATION, and DOES  
31 1 through 10 and ROE ENTITIES 1 through  
32 10 inclusive,

Defendant.

33  
34 This matter having come before the Court on June 3, 2013 for hearing on Plaintiff's Motion  
35 for Attorney Fees and Costs and Defendant's Motion to Retax Costs came before the Court upon  
36 Defendant's Motion to Retax Costs on June 3, 2013 at 9:00 a.m. James Adams, Esq. of Adams Law  
37 Group, Ltd., and Puoy K. Premsrirut of Puoy K. Premsrirut, Esq. Inc., were present on behalf of the  
38 Plaintiff. Patrick J. Reilly, Esq., of Holland & Hart, LLP and Kurt Bonds of Alverson Taylor was

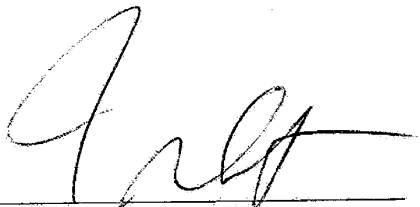
1 present on behalf of Defendant Horizon at Seven Hills Homeowners Association. No other counsel  
2 or parties were present.

3 The Honorable Court, being fully apprised of all briefing on the Motion, the Verified  
4 Memorandum of Costs, having heard oral argument, and for good cause appearing;  
5 reasonableness and necessity of all costs.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that in accordance with the  
7 Decision entered in this matter on June 28, 2013, and upon review, analysis, and application of the  
8 factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33  
9 (1969), the skill, qualifications of counsel, and time expended, Plaintiff Ikon Holdings, LLC is  
10 awarded the sum of \$15,000.00 for reasonable attorneys' fees, and in the sum of \$2,563.40 in taxable  
11 costs, for a total award in the amount of \$17,563.40 against Defendant.

12 **IT IS SO ORDERED.**

13 Dated: this 22<sup>nd</sup> day of July, 2013

14   
15  
16 DISTRICT COURT JUDGE PB

17 Submitted by:

18  
19 /s/ James Adams  
20 JAMES R. ADAMS, ESQ.  
21 Nevada Bar No. 6874  
22 ASSLY SAYYAR, ESQ.  
23 Nevada Bar No. 9178  
24 ADAMS LAW GROUP, LTD.  
25 8010 W. Sahara Ave., Suite 260  
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james@adamslawnevada.com  
assly@adamslawnevada.com  
Attorneys for Plaintiff

26 PUOY K. PREMSRIRUT, ESQ., INC.  
27 Puoy K. Premsrirut, Esq.  
28 Nevada Bar No. 7141  
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1 Las Vegas, NV 89101  
2 (702) 384-5563  
3 (702)-385-1752 Fax  
ppremsrut@brownlawlv.com  
Attorneys for Plaintiff

4

5 Approved:

6

7



KURT BONDS, ESQ.  
8 Alverson Taylor Mortensen and Sanders  
9 7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Office: 702.384.7000  
10 Fax: 702.385.7000  
Attorney for Defendant

11

12



13 PATRICK J. REILLY, ESQ.  
Holland & Hart  
14 9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
15 Fax: 702-669-4650  
Attorney for Defendant

16

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28

1 **NEOJ**

2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 ASSLY SAYYAR, ESQ.  
6 Nevada Bar No. 9178  
7 8330 W. Sahara Ave. Suite 290  
8 Las Vegas, Nevada 89117  
9 (702) 838-7200  
10 (702) 838-3636 Fax  
11 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
12 [assly@adamslawnevada.com](mailto:assly@adamslawnevada.com)  
13 Associate Counsel for Teresa Marasco

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CLERK OF THE COURT

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

11 IKON HOLDINGS, LLC, a Nevada limited  
12 liability company,

13 Plaintiff,

13 vs.

14 HORIZONS AT SEVEN HILLS  
15 HOMEOWNERS ASSOCIATION, and  
16 DOES 1 through 10 and ROE ENTITIES 1  
17 through 10 inclusive,

16 Defendant.

Case No.: A-11-647850-B

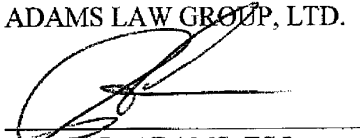
Dept. No.: 13

**NOTICE OF ENTRY OF JUDGMENT**

18  
19 PLEASE TAKE NOTICE that on the 18<sup>th</sup> day of August, 2013, the attached Judgment was  
20 entered in the above referenced matter.

21 Dated: this 20<sup>th</sup> day of August, 2013.

22 ADAMS LAW GROUP, LTD.

23   
24 JAMES R. ADAMS, ESQ.  
25 Nevada Bar No. 6874  
26 ADAMS LAW GROUP, LTD.  
27 8681 W. Sahara Ave., Suite 280  
28 Las Vegas, NV 89117  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

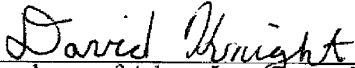
Pursuant to NRCP 5(b), I certify that I am an employee of Adams Law Group, Ltd., and that I served the forgoing **NOTICE OF ENTRY OF JUDGMENT** without hearing date on all parties to this action by:

<input checked="" type="checkbox"/>	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Facsimile
<input type="checkbox"/>	Overnight Delivery
<input type="checkbox"/>	Certified Mail, Return Receipt Requested.

Patrick Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

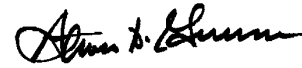
Kurt Bonds, Esq.  
Alverson Taylor Mortensen and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

Dated this 20<sup>th</sup> day of August, 2013.

  
An Employee of Adams Law Group, Ltd



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08/18/2013 09:08:14 AM

  
CLERK OF THE COURT

**JUDG**  
ADAMS LAW GROUP, LTD  
JAMS R. ADAMS, ESQ.  
Nevada Bar No. 6874  
8010 W Sahara Avenue, Suite 260  
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(702) 838.7200  
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PUOY K. PREMSRIRUT, ESQ., INC.  
Puoy K, Premsrirut, Esq.  
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(702) 384-5563  
(702) 385-1752 Fax  
[pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
*Attorneys for Plaintiff*

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

IKON HOLDINGS, LLC, a Nevada limited liability  
company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**JUDGMENT**

This matter having come before the Court on June 3, 2013, for hearing on Plaintiff's Motion for Attorney Fees and Costs, and Defendant's Motion to Retax Costs. James Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut, Esq., of Puoy K. Premsrirut, Esq. Inc. were present on behalf of the Plaintiff, IKON HOLDINGS, LLC. Patrick J. Reilly, Esq., of Holland & Hart, LLP and Kurt Bonds, Esq., of Alverson Taylor, et. al., were present on behalf of Defendant, HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION. The Court denied Defendant's Motion at the hearing, but took the Plaintiff's Motion under advisement.

///

<input type="checkbox"/> Voluntary Dis	<input type="checkbox"/> Sum Jdgmt
<input type="checkbox"/> Involuntary (stat) Dis	<input checked="" type="checkbox"/> Non-Jury Trial
<input type="checkbox"/> Jdgmt on Arb Award	<input type="checkbox"/> Jury Trial
<input type="checkbox"/> Min to Dis (by def)	
<input type="checkbox"/> Slip Dis	<input type="checkbox"/> Default Jdgmt
<input type="checkbox"/> Slip Jdgmt	<input type="checkbox"/> Transferred

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AUG 13 2013

DISTRICT COURT DEPT 13

1 On June 28, 2013, this Court entered a Decision that NRS 116.3116(7) authorizes an award  
2 of, "...reasonable attorney's fees for the prevailing party," and that Plaintiff did prevail on its claim  
3 for Declaratory Relief. Accordingly, the Court GRANTED Plaintiff's Motion in part. Plaintiff filed  
4 the Order granting its Motion for attorney's fees on July 23, 2013, and the Notice of Entry of Order  
5 was filed on July 25, 2013.

6 This Honorable Court, being fully apprised of all briefing on the Motion, oral arguments and  
7 for good appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that in accordance with the  
9 Decision entered in this matter on June 28, 2013, and the Order granting Plaintiff's Motion for  
10 Attorneys Fees entered on July 25, 2013, judgment is hereby entered against Defendant HORIZON  
11 AT SEVEN HILLS HOMEOWNER ASSOCIATION and in favor of Plaintiff IKON HOLDINGS,  
12 LLC., in the sum of \$15,000.00 for reasonable attorneys' fees, and in the sum of \$2,563.40 in costs,  
13 for a total judgment in the amount of **\$17,563.40** against Defendant.

14 **IT IS SO ENTERED.**

15 Dated: this 14<sup>th</sup> day of August, 2013

  
DISTRICT COURT JUDGE  
PB

17 Submitted by:

18 ADAMS LAW GROUP, LTD.

19 /s/ James Adams  
20 JAMES R. ADAMS, ESQ.  
21 Nevada Bar No. 6874  
22 8010 W. Sahara Ave., Suite 260  
23 Las Vegas, Nevada 89117  
24 Tel: 702-838-7200  
25 Fax: 702-838-3600  
26 james@adamslawnevada.com

27 PUOY K. PREMSRIRUT, ESQ., INC.  
28 Puoy K. Premsrirut, Esq.  
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(702) 384-5563  
(702)-385-1752 Fax  
ppremsrirut@brownlawlv.com  
*Attorneys for Plaintiff*

1 **NOAS**

2 Patrick J. Reilly, Esq.

3 Nevada Bar No. 6103

4 Nicole E. Lovelock, Esq.

5 Nevada Bar No. 11187

6 **HOLLAND & HART LLP**

7 9555 Hillwood Drive, Second Floor

8 Las Vegas, Nevada 89134

9 Tel: (702) 669-4600

10 Fax: (702) 669-4650

11 Email: [preilly@hollandhart.com](mailto:preilly@hollandhart.com)

12 [nelovelock@hollandhart.com](mailto:nelovelock@hollandhart.com)

13 *Attorneys for Defendants Horizons At*

14 *Seven Hills Homeowners Association*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **IKON HOLDINGS, LLC, a Nevada limited**  
18 **liability company,**

19 **Plaintiff,**

20 **vs.**

21 **HORIZONS AT SEVEN HILLS**  
22 **HOMEOWNERS ASSOCIATION; and**  
23 **DOES 1 through 10; and ROE ENTITIES 1**  
24 **through 10 inclusive,**

25 **Defendants.**

Case No. : A-11-647850-B

Dept. No.: XIII

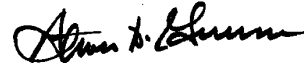
**DEFENDANTS' NOTICE OF APPEAL**  
**AND NOTICE OF RELATED CASE**

26 PLEASE TAKE NOTICE that Defendant Horizons At Seven Hills Homeowners  
27 Association hereby appeals to the Supreme Court of the State of Nevada from judgment entered  
28 in the above-entitled action, including the following:

- 29 1. Notice of Entry of Judgment for Order Denying Motion to Retax Costs (July 19,  
30 2013), a copy of which is attached hereto as **Exhibit "1"**;
- 31 2. Notice of Entry of Judgment for Order (July 25, 2013), a copy of which is  
32 attached hereto as **Exhibit "2"**; and
- 33 3. Notice of Entry of Judgment (August 18, 2013), a copy of which is attached  
34 hereto as **Exhibit "3"**.

35 This appeal is related to another appellate matter currently before the Nevada Supreme

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CLERK OF THE COURT

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

1 Court, Horizons At Seven Hills Homeowners Association v. Ikon Holdings, LLC, NSC Case No.  
2 63178.

3 DATED this 4th day of September, 2013.

4 HOLLAND & HART LLP

5  
6 By 

7 Patrick J. Reilly, Esq.  
8 Nicole E. Lovelock, Esq.  
9 9555 Hillwood Drive, Second Floor  
10 Las Vegas, Nevada 89134

11 *Attorneys for Defendants Horizons At Seven  
12 Hills Homeowners Association*

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Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

CERTIFICATE OF SERVICE 5th

Pursuant to Nev. R. Civ. P. 5(b), I hereby certify that on the 4th day of September, 2013, I served a true and correct copy of the foregoing **DEFENDANTS' NOTICE OF APPEAL AND NOTICE OF RELATED CASE** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Kurt Bonds, Esq.  
Eric W. Hinckley, Esq.  
Alverson Taylor Mortenson and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, Nevada 89117-1401  
*Attorneys for Defendant*

James R. Adams, Esq.  
Assly Sayyar, Esq.  
Adams Law Group, Ltd.  
8010 West Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117

Puoy K. Premsrirut, Esq.  
Puoy K. Premsrirut, Esq. Inc.  
520 S. Fourth Street, 2nd Floor  
Las Vegas, Nevada 89101

*Attorneys for Plaintiff*

  
An Employee of Holland & Hart LLP

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

# EXHIBIT 1

1 **NEO**  
2 ADAMS LAW GROUP, LTD  
3 JAMS R. ADAMS, ESQ.  
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5 8010 W Sahara Avenue, Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838.7200  
8 (702) 838.3636 fax  
9 james@adamslawnevada.com

6 PUOY K. PREMSRIRUT, ESQ., INC.  
7 Puoy K, Premsrirut, Esq.  
8 Nevada Bar No. 7141  
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10 Las Vegas, NV 89101  
11 (702) 384-5563  
12 (702) 385-1752 Fax  
13 pppremsrirut@brownlawlv.com  
14 (

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

13 IKON HOLDINGS, LLC, a Nevada limited liability  
14 company,

15 Plaintiff,

16 vs.

17 HORIZONS AT SEVEN HILLS HOMEOWNERS  
18 ASSOCIATION, and DOES 1 through 10 and ROE  
19 ENTITIES 1 through 10 inclusive,

20 Defendant.

Case No: A-11-647850-C  
Dept: No. 13

**NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that an Order denying Defendant's Motion to Retax Costs was  
22 has been entered in the above captioned matter on July 3, 2013. A true and correct copy of the  
23 Order is attached hereto.

24 Dated this 19<sup>th</sup> day July, 2013.

25 /s/ James Adams  
26 ADAMS LAW GROUP, LTD  
27 JAMS R. ADAMS, ESQ.  
28 Nevada Bar No. 6874  
8010 W Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117  
(702) 838.7200  
(702) 838.3636 fax  
james@adamslawnevada.com  
*Attorneys for Plaintiff*

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**CERTIFICATE OF SERVICE**

I certify that I am an employee of the Adams Law Group, Ltd. and that on this date, I served the following **NOTICE OF ENTRY OF ORDER** on all parties to this action by:

X	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
	Hand Delivery
	Facsimile
	Overnight Delivery
	Certified Mail, Return Receipt Requested.

addressed as follows:

Patrick Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

Kurt Bonds, Esq.  
Alverson Taylor Mortensen and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

Dated the 19th day of July, 2013.

/s/ Brandon Dalby  
An employee of Adams Law Group, Ltd.



*Alvin L. Levine*  
CLERK OF THE COURT

1 **ORD**  
2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W. Sahara Ave. Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838-7200  
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9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
10 Attorneys for Plaintiff  
11  
12 PUOY K. PREMSRIRUT, ESQ., INC.  
13 Puoy K. Premsrirut, Esq.  
14 Nevada Bar No. 7141  
15 520 S. Fourth Street, 2<sup>nd</sup> Floor  
16 Las Vegas, NV 89101  
17 (702) 384-5563  
18 (702)-385-1752 Fax  
19 [ppremsrirut@brownlawlv.com](mailto:ppremsrirut@brownlawlv.com)  
20 Attorneys for Plaintiff  
21 Ikon Holdings, LLC  
22

23 **DISTRICT COURT**  
24 **CLARK COUNTY, NEVADA**

25 IKON HOLDINGS, LLC, a Nevada limited  
26 liability company,

27 Plaintiff,

28 vs.

29 HORIZONS AT SEVEN HILLS  
30 HOMEOWNERS ASSOCIATION, and DOES  
31 1 through 10 and ROE ENTITIES 1 through  
32 10 inclusive,

33 Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**ORDER DENYING MOTION TO RETAX  
COSTS**

34  
35 This matter came before the Court upon Defendant's Motion to Retax Costs on June 3, 2013  
36 at 9:00 a.m. James Adams, Esq. of Adams Law Group, Ltd., and Puoy K. Premsrirut of Puoy K.  
37 Premsrirut, Esq. Inc., were present on behalf of the Plaintiff. Patrick J. Reilly, Esq., of Holland &  
38 Hart, LLP and Kurt Bonds of Alverson Taylor was present on behalf of Defendant Horizon at Seven  
Hills Homeowners Association. No other counsel or parties were present. The Honorable Court,

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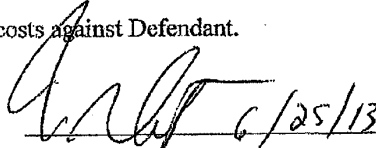
JUN 25 2013

DISTRICT COURT DEPT# 13

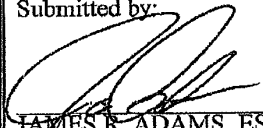
1 being fully apprised of all briefing on the Motion, the Verified Memorandum of Costs, having heard  
2 oral argument, and for good cause appearing, HEREBY ORDERS, ADJUDGES AND DECREES  
3 that the Motion to Retax is DENIED.

4 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff Ikon Holdings,  
5 LLC is awarded the sum of \$ 2,563.40 in taxable costs against Defendant.

6 IT IS SO ORDERED.


7  
8  6/25/13  
DISTRICT COURT JUDGE *PB*

9 Submitted by:

10   
11 JAMES R. ADAMS, ESQ.  
12 Nevada Bar No. 6874  
13 ASSLY SAYYAR, ESQ.  
14 Nevada Bar No. 9178  
15 ADAMS LAW GROUP, LTD.  
16 8010 W. Sahara Ave., Suite 260  
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18 Tel: 702-838-7200  
19 Fax: 702-838-3600  
20 james@adamslawnevada.com  
21 assly@adamslawnevada.com  
22 Attorneys for Plaintiff

18 PUOY K. PREMSRIRUT, ESQ., INC.  
19 Puoy K. Premsrirut, Esq.  
20 Nevada Bar No. 7141  
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22 Las Vegas, NV 89101  
23 (702) 384-5563  
24 (702)-385-1752 Fax  
25 ppremsrirut@brownlawlv.com  
26 Attorneys for Plaintiff

23 Approved:

24   
25 KURT BONDS, ESQ.  
26 Alverson Taylor Mortensen and Sanders  
27 7401 W. Charleston Blvd.  
28 Las Vegas, NV 89117-1401  
Office: 702.384.7000

1 Fax: 702.385.7000  
2 *Attorney for Defendant*

3   
4 PATRICK J. REILLY, ESQ.

5 Holland & Hart  
6 9555 Hillwood Dr., Second Floor  
7 Las Vegas, NV 89134  
8 Fax: 702-669-4650  
9 *Attorney for Defendant*

10

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## **EXHIBIT 2**

  
CLERK OF THE COURT

1 **NEOJ**  
2 ADAMS LAW GROUP, LTD  
3 JAMS R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W Sahara Avenue, Suite 260  
6 Las Vegas, Nevada 89117  
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8 (702) 838.3636 fax  
9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)

10 PUOY K. PREMSRIRUT, ESQ., INC.  
11 Puoy K, Premsrirut, Esq.  
12 Nevada Bar No. 7141  
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15 (702) 384-5563  
16 (702) 385-1752 Fax  
17 [pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
18 *Attorneys for Plaintiff*

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

13 IKON HOLDINGS, LLC, a Nevada limited liability  
14 company,

15 Plaintiff,

16 vs.

17 HORIZONS AT SEVEN HILLS HOMEOWNERS  
18 ASSOCIATION, and DOES 1 through 10 and ROE  
19 ENTITIES 1 through 10 inclusive,

20 Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that an Order on Attorneys Fees and Costs was entered in the  
22 above captioned matter on July 23, 2013. A true and correct copy of the Order is attached hereto.

23 Dated this 25<sup>th</sup> day July, 2013.

24 /s/ James Adams  
25 ADAMS LAW GROUP, LTD  
26 JAMS R. ADAMS, ESQ.  
27 Nevada Bar No. 6874  
28 8010 W Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117  
(702) 838.7200  
(702) 838.3636 fax  
[james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
*Attorneys for Plaintiff*

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the Adams Law Group, Ltd. and that on this date, I served  
3 the following **NOTICE OF ENTRY OF ORDER** on all parties to this action by:

4

5 X	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
6	Hand Delivery
7	Facsimile
7	Overnight Delivery
8	Certified Mail, Return Receipt Requested.

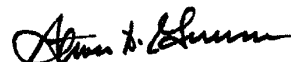
9 addressed as follows:

10 Patrick Reilly, Esq.  
11 Holland & Hart  
12 9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

13 Kurt Bonds, Esq.  
14 Alverson Taylor Mortensen and Sanders  
15 7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

16 Dated the 25th day of July, 2013.

17  
18 /s/ Brandon Dalby  
19 An employee of Adams Law Group, Ltd.  
20  
21  
22  
23  
24  
25  
26  
27  
28

  
CLERK OF THE COURT

1 **ORDER**  
2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W. Sahara Ave. Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838-7200  
8 (702) 838-3636 Fax  
9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
10 Attorneys for Plaintiff  
11  
12 PUOY K. PREMSRIRUT, ESQ., INC.  
13 Puoy K. Premsrirut, Esq.  
14 Nevada Bar No. 7141  
15 520 S. Fourth Street, 2<sup>nd</sup> Floor  
16 Las Vegas, NV 89101  
17 (702) 384-5563  
18 (702)-385-1752 Fax  
19 [ppremsrirut@brownlawlv.com](mailto:ppremsrirut@brownlawlv.com)  
20 Attorneys for Plaintiff  
21 Ikon Holdings, LLC  
22  
23  
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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

IKON HOLDINGS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS  
HOMEOWNERS ASSOCIATION, and DOES  
1 through 10 and ROE ENTITIES 1 through  
10 inclusive,

Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**ORDER**

This matter having come before the Court on June 3, 2013 for hearing on Plaintiff's Motion for Attorney Fees and Costs and Defendant's Motion to Retax Costs came before the Court upon Defendant's Motion to Retax Costs on June 3, 2013 at 9:00 a.m. James Adams, Esq. of Adams Law Group, Ltd., and Puoy K. Premsrirut of Puoy K. Premsrirut, Esq. Inc., were present on behalf of the Plaintiff. Patrick J. Reilly, Esq., of Holland & Hart, LLP and Kurt Bonds of Alverson Taylor was

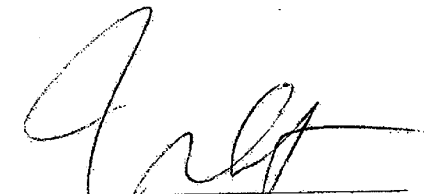
1 present on behalf of Defendant Horizon at Seven Hills Homeowners Association. No other counsel  
2 or parties were present.

3 The Honorable Court, being fully apprised of all briefing on the Motion, the Verified  
4 Memorandum of Costs, having heard oral argument, and for good cause appearing;  
5 reasonableness and necessity of all costs.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that in accordance with the  
7 Decision entered in this matter on June 28, 2013, and upon review, analysis, and application of the  
8 factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 349, 455 P.2d 31, 33  
9 (1969), the skill, qualifications of counsel, and time expended, Plaintiff Ikon Holdings, LLC is  
10 awarded the sum of \$15,000.00 for reasonable attorneys' fees, and in the sum of \$2,563.40 in taxable  
11 costs, for a total award in the amount of \$17,563.40 against Defendant.

12 **IT IS SO ORDERED.**

13 Dated: this 22<sup>nd</sup> day of July, 2013

14   
15  
16 DISTRICT COURT JUDGE PB

17 Submitted by:

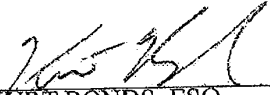
18  
19 /s/ James Adams  
20 JAMES R. ADAMS, ESQ.  
21 Nevada Bar No. 6874  
22 ASSLY SAYYAR, ESQ.  
23 Nevada Bar No. 9178  
24 ADAMS LAW GROUP, LTD.  
25 8010 W. Sahara Ave., Suite 260  
Las Vegas, Nevada 89117  
Tel: 702-838-7200  
Fax: 702-838-3600  
james@adamslawnevada.com  
assly@adamslawnevada.com  
Attorneys for Plaintiff

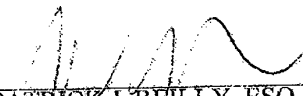
26 PUOY K. PREMSRIRUT, ESQ., INC.  
27 Puoy K. Premsrirut, Esq.  
28 Nevada Bar No. 7141  
520 S. Fourth Street, 2<sup>nd</sup> Floor



1 Las Vegas, NV 89101  
2 (702) 384-5563  
3 (702)-385-1752 Fax  
ppremstrut@brownlawlv.com  
4 Attorneys for Plaintiff

5 Approved:

6   
7 KURT BONDS, ESQ.  
8 Alverson Taylor Mortensen and Sanders  
9 7401 W. Charleston Blvd.  
10 Las Vegas, NV 89117-1401  
Office: 702.384.7000  
Fax: 702.385.7000  
Attorney for Defendant

11   
12 PATRICK J. REILLY, ESQ.  
13 Holland & Hart  
14 9555 Hillwood Dr., Second Floor  
15 Las Vegas, NV 89134  
16 Fax: 702-669-4650  
Attorney for Defendant

## EXHIBIT 3

1 **NEOJ**

2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 ASSLY SAYYAR, ESQ.  
6 Nevada Bar No. 9178  
7 8330 W. Sahara Ave. Suite 290  
8 Las Vegas, Nevada 89117  
9 (702) 838-7200  
10 (702) 838-3636 Fax  
11 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
12 [assly@adamslawnevada.com](mailto:assly@adamslawnevada.com)  
13 *Associate Counsel for Teresa Marasco*

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

11 IKON HOLDINGS, LLC, a Nevada limited  
12 liability company,

13 Plaintiff,

13 vs.

14 HORIZONS AT SEVEN HILLS  
15 HOMEOWNERS ASSOCIATION, and  
16 DOES 1 through 10 and ROE ENTITIES 1  
17 through 10 inclusive,

18 Defendant.

Case No.: A-11-647850-B

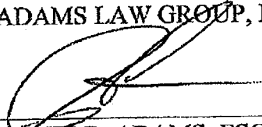
Dept. No.: 13

**NOTICE OF ENTRY OF JUDGMENT**

19 PLEASE TAKE NOTICE that on the 18<sup>th</sup> day of August, 2013, the attached Judgment was  
20 entered in the above referenced matter.

21 Dated: this 20<sup>th</sup> day of August, 2013.

22 ADAMS LAW GROUP, LTD.

23   
24 JAMES R. ADAMS, ESQ.  
25 Nevada Bar No. 6874  
26 ADAMS LAW GROUP, LTD.  
27 8681 W. Sahara Ave., Suite 280  
28 Las Vegas, NV 89117  
*Attorney for Plaintiff*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Adams Law Group, Ltd., and that I served the forgoing **NOTICE OF ENTRY OF JUDGMENT** without hearing date on all parties to this action by:

x	Placing an original or true copy thereof in a sealed enveloped place for collection and mailing in the United States Mail, at Las Vegas, Nevada, postage paid, following the ordinary business practices;
	Hand Delivery
	Facsimile
	Overnight Delivery
	Certified Mail, Return Receipt Requested.

Patrick Reilly, Esq.  
Holland & Hart  
9555 Hillwood Dr., Second Floor  
Las Vegas, NV 89134  
Attorney for Defendant

Kurt Bonds, Esq.  
Alverson Taylor Mortensen and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, NV 89117-1401  
Attorney for Defendant

Dated this 20<sup>th</sup> day of August, 2013.

  
An Employee of Adams Law Group, Ltd

*James R. Adams*  
CLERK OF THE COURT

**JUDG**  
ADAMS LAW GROUP, LTD  
JAMS R. ADAMS, ESQ.  
Nevada Bar No. 6874  
8010 W Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117  
(702) 838.7200  
(702) 838.3636 fax  
[james@adamslawnevada.com](mailto:james@adamslawnevada.com)

PUOY K. PREMSRIRUT, ESQ., INC.  
Puoy K. Premsrirut, Esq.  
Nevada Bar No. 7141  
520 S Fourth Street, 2<sup>nd</sup> Fl  
Las Vegas, NV 89101  
(702) 384-5563  
(702) 385-1752 Fax  
[pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
*Attorneys for Plaintiff*

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

Case No: A-11-647850-B  
Dept: No. 13

**JUDGMENT**

IKON HOLDINGS, LLC, a Nevada limited liability  
company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

This matter having come before the Court on June 3, 2013, for hearing on Plaintiff's Motion for Attorney Fees and Costs, and Defendant's Motion to Retax Costs. James Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut, Esq., of Puoy K. Premsrirut, Esq. Inc. were present on behalf of the Plaintiff, IKON HOLDINGS, LLC. Patrick J. Reilly, Esq., of Holland & Hart, LLP and Kurt Bonds, Esq., of Alverson Taylor, et. al., were present on behalf of Defendant, HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION. The Court denied Defendant's Motion at the hearing, but took the Plaintiff's Motion under advisement.

///

<input type="checkbox"/> Sum Jdgmt	<input checked="" type="checkbox"/> Non-Jury Trial
<input type="checkbox"/> Jury Trial	<input type="checkbox"/> Jury Trial
<input type="checkbox"/> Slip Dis	<input type="checkbox"/> Slip Jdgmt
<input type="checkbox"/> Default Jdgmt	<input type="checkbox"/> Transferred
<input type="checkbox"/> Voluntary Dis	<input type="checkbox"/> Involuntary (stat) Dis
<input type="checkbox"/> Jdgmt on Adv Award	<input type="checkbox"/> Min to Dis (by debt)

RECEIVED

AUG 13 2013

DISTRICT COURT DEPT# 13

1 On June 28, 2013, this Court entered a Decision that NRS 116.3116(7) authorizes an award  
2 of, "...reasonable attorney's fees for the prevailing party," and that Plaintiff did prevail on its claim  
3 for Declaratory Relief. Accordingly, the Court GRANTED Plaintiff's Motion in part. Plaintiff filed  
4 the Order granting its Motion for attorney's fees on July 23, 2013, and the Notice of Entry of Order  
5 was filed on July 25, 2013.

6 This Honorable Court, being fully apprised of all briefing on the Motion, oral arguments and  
7 for good appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that in accordance with the  
9 Decision entered in this matter on June 28, 2013, and the Order granting Plaintiff's Motion for  
10 Attorneys Fees entered on July 25, 2013, judgment is hereby entered against Defendant HORIZON  
11 AT SEVEN HILLS HOMEOWNER ASSOCIATION and in favor of Plaintiff IKON HOLDINGS,  
12 LLC., in the sum of \$15,000.00 for reasonable attorneys' fees, and in the sum of \$2,563.40 in costs,  
13 for a total judgment in the amount of **\$17,563.40** against Defendant.

14 **IT IS SO ENTERED.**

15 Dated: this 14<sup>th</sup> day of August, 2013

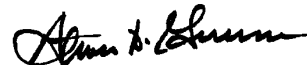
  
DISTRICT COURT JUDGE  
PB

16  
17 Submitted by:

18 ADAMS LAW GROUP, LTD.

19 /s/ James Adams  
20 JAMES R. ADAMS, ESQ.  
Nevada Bar No. 6874  
21 8010 W. Sahara Ave., Suite 260  
Las Vegas, Nevada 89117  
22 Tel: 702-838-7200  
Fax: 702-838-3600  
23 james@adamslawnevada.com

24 PUOY K. PREMSRIRUT, ESQ., INC.  
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25 Nevada Bar No. 7141  
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26 Las Vegas, NV 89101  
(702) 384-5563  
27 (702)-385-1752 Fax  
ppremsrirut@brownlawlv.com  
28 *Attorneys for Plaintiff*



CLERK OF THE COURT

1 **ASTA**  
2 Patrick J. Reilly, Esq.  
3 Nevada Bar No. 6103  
4 Nicole E. Lovelock, Esq.  
5 Nevada Bar No. 11187  
6 **HOLLAND & HART LLP**  
7 9555 Hillwood Drive, Second Floor  
8 Las Vegas, Nevada 89134  
9 Tel: (702) 669-4600  
10 Fax: (702) 669-4650  
11 Email: [preilly@hollandhart.com](mailto:preilly@hollandhart.com)  
12 [nelovelock@hollandhart.com](mailto:nelovelock@hollandhart.com)

13 *Attorneys for Defendants Horizons At*  
14 *Seven Hills Homeowners Association*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **IKON HOLDINGS, LLC, a Nevada limited**  
18 **liability company,**

19 **Plaintiff,**

20 **vs.**

21 **HORIZONS AT SEVEN HILLS**  
22 **HOMEOWNERS ASSOCIATION; and**  
23 **DOES 1 through 10; and ROE ENTITIES 1**  
24 **through 10 inclusive,**

25 **Defendants.**

Case No. : A-11-647850-B  
Dept. No.: XIII

**DEFENDANTS'**  
**STATEMENT**

**CASE**

**APPEAL**

26 **CASE APPEAL STATEMENT**

27 **1. Identify each appellant and the name and address of appellate counsel:**

28 Horizons at Seven Hills Homeowners Association ("Appellant") is represented by Patrick Reilly, Esq., Holland & Hart, LLP, 9555 Hillwood Drive, 2nd Floor, Las Vegas, Nevada 89134.

**2. Identify the judge issuing the decision, judgment, or order appealed from:**

Honorable Mark Denton, Department 13, Eighth Judicial District Court, State of Nevada.

**3. Identify each respondent and the name and address of appellate counsel, if known, for each respondent:**

Ikon Holdings, LLC is represented by James R. Adams, Esq., Adams Law Group, Ltd., 8010 W. Sahara Ave., Suite 260, Las Vegas, NV 89117 and Assly Sayyar, Esq., Puoy K. Premsrirut, Esq. Inc., 520 S. Fourth Street, 2nd Floor, Las Vegas, Nevada 89101.

1 **4. Identify any attorney that is not licensed to practice law in Nevada and, if so,**  
2 **whether the district court granted that attorney permission to appear under SCR 42:**

3 All attorneys are licensed in the State of Nevada.

4 **5. Indicate whether appellant was represented by appointed or retained counsel in the**  
5 **district court:**

6 Appellant was represented by counsel identified in Section 1 in the district court.  
7 Appellant was additionally represented in the district court by Kurt R. Bonds, Esq. and Eric W.  
8 Hinckley, Esq., Alverson, Taylor, Mortensen & Sanders, 7401 W. Charleston Blvd., Las  
9 Vegas, Nevada 89117.

10 **6. Indicate whether appellant was granted leave to proceed in forma pauperis, and**  
11 **the date of entry of the district court order granting such leave:**

12 Appellant is not proceeding in forma pauperis.

13 **7. Indicate the date the proceedings commenced in the district court (e.g., date**  
14 **complaint, indictment, information, or petition was filed):**

15 The complaint was filed on September 6, 2011.

16 **8. Provide a brief description of the nature of the action and result in the district**  
17 **court, including the type of judgment or order being appealed and the relief**  
18 **granted by the district court:**

19 Following Appellant's appeal, Horizons At Seven Hills Homeowners Association v. Ikon  
20 Holdings, LLC, Case No. 63178. The Court awarded Respondent attorneys' fees and costs,  
21 which resulted in a final judgment that included said fees and costs.

22 **9. Indicate whether the case has previously been the subject of an appeal to or**  
23 **original writ proceeding in the Supreme Court and, if so, the caption and Supreme**  
24 **Court docket number of the prior proceeding:**

25 Yes, this case is currently before the Nevada Supreme Court and identified as Horizons  
26 At Seven Hills Homeowners Association v. Ikon Holdings, LLC, Case No. 63178.

27 **10. Indicate whether this appeal involves child custody or visitation:**

28 No.

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///



Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

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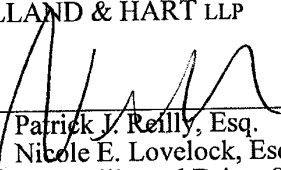
11. If this is a civil case, indicate whether this appeal involves the possibility of settlement:

No.

DATED this 4th day of September, 2013.

HOLLAND & HART LLP

By

  
Patrick J. Reilly, Esq.  
Nicole E. Lovelock, Esq.  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Defendants Horizons At Seven  
Hills Homeowners Association*

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

CERTIFICATE OF SERVICE


Pursuant to Nev. R. Civ. P. 5(b), I hereby certify that on the <sup>5th</sup>~~4th~~ day of September, 2013,  
I served a true and correct copy of the foregoing **DEFENDANTS' CASE APPEAL**  
**STATEMENT** by depositing same in the United States mail, first class postage fully prepaid to  
the persons and addresses listed below:

Kurt Bonds, Esq.  
Eric W. Hinckley, Esq.  
Alverson Taylor Mortenson and Sanders  
7401 W. Charleston Blvd.  
Las Vegas, Nevada 89117-1401  
*Attorneys for Defendant*

James R. Adams, Esq.  
Assly Sayyar, Esq.  
Adams Law Group, Ltd.  
8010 West Sahara Avenue, Suite 260  
Las Vegas, Nevada 89117

Puoy K. Premsrirut, Esq.  
Puoy K. Premsrirut, Esq. Inc.  
520 S. Fourth Street, 2nd Floor  
Las Vegas, Nevada 89101

*Attorneys for Plaintiff*

  
An Employee of Holland & Hart LLP

1 **ORDER**

2 Patrick J. Reilly, Esq.  
3 Nevada Bar No. 6103  
4 Nicole E. Lovelock, Esq.  
5 Nevada Bar No. 11187  
6 HOLLAND & HART LLP  
7 9555 Hillwood Drive, Second Floor  
8 Las Vegas, Nevada 89134  
9 Tel: (702) 669-4600  
10 Fax: (702) 669-4650  
11 Email: [preilly@hollandhart.com](mailto:preilly@hollandhart.com)  
12 [nelovelock@hollandhart.com](mailto:nelovelock@hollandhart.com)

13 *Attorneys for Defendants*  
14 *Horizons At Seven Hills Homeowners Association*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 IKON HOLDINGS, LLC, a Nevada limited  
18 liability company,

19 Plaintiff,

20 vs.

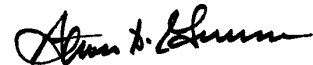
21 HORIZONS AT SEVEN HILLS  
22 HOMEOWNERS ASSOCIATION; and DOES  
23 1 through 10; and ROE ENTITIES 1 through  
24 10 inclusive,

25 Defendants.

Case No. : A-11-647850-B  
Dept. No.: XIII

**ORDER FOR RETURN OF MONIES ON  
DEPOSIT**

Electronically Filed  
09/09/2013 12:37:24 PM



CLERK OF THE COURT

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 • Fax: (702) 669-4650

26  
27 **RECEIVED**  
28

SEP 04 2013

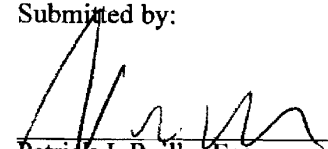
DISTRICT COURT DEPT# 13

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Clerk of Court  
2 shall hereby return to HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION the  
3 bond of \$500.00 placed as a deposit in the above-referenced matter, as this case is officially  
4 closed.

5 DATED this 6<sup>th</sup> day of September, 2013.

6  
7  
8 DISTRICT JUDGE  RA

9 Submitted by:

10  
11   
12 Patrick J. Reilly, Esq.  
13 Nicole E. Lovelock, Esq.  
14 Holland & Hart  
15 9555 Hillwood Drive, 2nd Floor  
16 Las Vegas, Nevada 89134

17 *Attorneys for Defendants*  
18 *Horizons At Seven Hills Homeowners Association*  
19  
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Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 • Fax: (702) 669-4650

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

2   **HORIZONS AT SEVEN HILLS**  
3   **HOMEOWNERS ASSOCIATION,**

4                   Appellant,

5   v.

6   **IKON HOLDINGS, LLC, a Nevada**  
7   **limited liability company,**

8                   Respondent.

Supreme Court No. 63178

District Court Case No. A-11-647850-B

Electronically Filed  
Nov 21 2013 10:35 a.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

9  
10  
11                   **APPELLANT'S APPENDIX**

12                   **VOLUME 11 OF 11**

13                   Patrick J. Reilly, Esq.  
14                   Nevada Bar No. 6103  
15                   Nicole E. Lovelock, Esq.  
16                   Nevada Bar No. 11187  
17                   HOLLAND & HART LLP  
18                   9555 Hillwood Drive, Second Floor  
19                   Las Vegas, Nevada 89134  
20                   (702) 669-4600

21                   Kurt R. Bonds, Esq.  
22                   Nevada Bar No. 6228  
23                   ALVERSON, TAYLOR, MORTENSEN & SANDERS  
24                   7401 West Charleston Boulevard  
25                   Las Vegas, Nevada 89117  
26                   (702) 384-7000

27                   *Attorneys for Appellant*  
28                   *Horizons at Seven Hills Homeowners Association*

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

Ex.	Pleading	Date	Vol.	Pages
2	Answer to Complaint	11/3/2011	I	0099-0105
16	Appendix of Exhibits to Defendant's Motion for Clarification or, in the alternative, for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	2/6/2012	V	1002-1172
7	Business Court Order	12/8/2011	IV	0781-0785
1	Complaint	9/6/2011	I	0001-0098
49	Correspondence dated 3/28/13 re: Proposed Final Judgment	4/10/2013	X	2114-2140
10	Court Minutes: Decision re: Plaintiff's Motion for Partial Summary Judgment & Defendant's Countermotion	12/16/2011	IV	0833-0834
9	Court Minutes: All Pending Motions	12/12/2011	IV	0831-0832
27	Court Minutes: All Pending Motions	3/12/2012	VII	1538-1539
34	Court Minutes: All Pending Motions	5/7/2012	VIII	1755
38	Court Minutes: All Pending Motions	6/11/2012	IX	1888
63	Court Minutes: All Pending Motions	6/3/2013	XI	2464
48	Court Minutes: Bench Trial	3/12/2013	X	2112-2113
46	Court Minutes: Calendar Call	2/19/2013	IX	2101
30	Court Minutes: Decision	3/28/2012	VII	1550
40	Court Minutes: Decision	6/22/2012	IX	1893
11	Court Minutes: Mandatory Rule 16 Conference	1/9/2012	IV	0835-0836
25	Court Minutes: Minute Order	3/7/2012	VII	1511-1512
64	Court Minutes: Minute Order – Decisions re: 6/3/13 Motion for Attorney Fees and Costs	6/28/2013	XI	2465
43	Court Minutes: Motion for Reconsideration	7/12/2012	IX	2081-2082
60	Court Minutes: Motion to Retax	5/28/2013	XI	2427
29	Decision	3/28/2012	VII	1547-

				1549
39	Decision	6/22/2012	IX	1889-1892
65	Decision	6/28/2013	XI	2466-2470
56	Defendant's Case Appeal Statement	5/8/2013	X	2328-2331
70	Defendant's Case Appeal Statement	9/5/2013	XI	2505-2508
15	Defendant's Motion for Clarification or, in the alternative, for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	2/6/2012	V	0975-1001
37	Defendant's Motion for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	6/8/2012	VIII-IX	1774-1887
52	Defendant's Motion to Retax Costs	4/25/2013	X	2173-2186
69	Defendant's Notice of Appeal and Notice of Related Case	9/5/2013	XI	2485-2504
55	Defendant's Notice of Appeal and Notice of Related Cases	5/8/2013	X	2253-2327
57	Defendant's Notice of Filing Cost Bond on Appeal	5/10/2013	X	2332-2337
59	Defendant's Opposition to Motion for Attorney's Fees and Costs	5/24/2013	XI	2377-2426
5	Defendant's Opposition to Plaintiff's Motion for Partial Summary Judgment and Counter-Motion for Summary Judgment	11/30/2011	III-IV	0544-0756
18	Defendant's Opposition to Plaintiff's Motion for Summary Judgment and Counter-Motion for Summary Judgment	2/14/2012	VI-VII	1181-1433
33	Defendant's Opposition to Plaintiff's Third Motion for Summary Judgment / Countermotion for Summary Judgment	4/25/2012	VIII	1668-1754
23	Defendant's Reply In Support of Motion for Clarification or, in the alternative, Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	3/6/2012	VII	1486-1507

42	Defendant's Reply in Support of Motion for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	7/9/2012	IX	1952-2080
36	Defendant's Reply Memorandum in Support of Countermotion for Summary Judgment	6/4/2012	VIII	1766-1773
22	Defendant's Reply to Plaintiff's Opposition to Defendant's Counter-Motion for Summary Judgment	3/6/2012	VII	1477-1485
50	Final Judgment	4/11/2013	X	2141-2168
53	Final Judgment	5/1/2013	X	2187-2212
17	Joint Case Conference Report	2/10/2012	VI	1173-1180
47	Joint Pre-Trial Memorandum	3/11/2013	IX	2102-2111
68	Judgment	8/18/2013	XI	2481-2484
54	Motion for Attorney Fees and Costs	5/2/2013	X	2213-2252
66	Order Denying Motion to Retax Costs	7/3/2013	XI	2471-2475
32	Order Denying Plaintiff's Motion for Summary Judgment/Order Granting Defendant's Countermotion for Summary Judgment	4/16/2012	VIII	1661-1667
71	Order for Return of Monies on Deposit	9/9/2013	XI	2509-2510
28	Order re: Defendant's Motion for Clarification	3/16/2012	VII	1540-1546
45	Order re: Defendant's Motion for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief	7/24/2012	IX	2095-2100
67	Order re: Plaintiff's Motion for Attorney Fees and Costs and Defendant's Motion to Retax Costs	7/23/2013	XI	2476-2480
14	Order re: Plaintiff's Motion for Summary Judgment on Claim of Declaratory Relief	1/19/2012	V	0967-0974



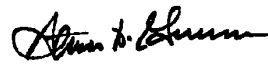
	and Defendant's Counter Motion for Summary Judgment on Claim of Declaratory Relief			
44	Order re: Plaintiff's Motion for Summary Judgment on Declaratory Relief and Defendant's Counter-Motion for Summary Judgment	7/20/2012	IX	2083-2094
13	Order re: Rule 16 Conference	1/18/2012	V	0964-0966
24	Order Setting Civil Non-Jury Trial and Calendar Call	3/6/2012	VII	1508-1510
51	Plaintiff's Memorandum of Costs and Disbursements	4/16/2013	X	2169-2172
4	Plaintiff's Motion for Partial Summary Judgment on Issue of Declaratory Relief	11/7/2011	I-III	0108-0543
12	Plaintiff's Motion for Summary Judgment	1/16/2012	IV-V	0837-0963
31	Plaintiff's Motion for Summary Judgment on Issue of Declaratory Relief	3/30/2012	VII-VIII	1551-1660
19	Plaintiff's Opposition to Motion for Clarification or in the alternative for Reconsideration of Order Granting Summary Judgment	2/27/2012	VII	1434-1472
41	Plaintiff's Opposition to Motion for Reconsider [sic] of Order Granting Summary Judgment on Claim of Declaratory Relief	6/27/2012	IX	1894-1951
58	Plaintiff's Opposition to Motion to Retax Costs	5/23/2013	X-XI	2338-2376
62	Plaintiff's Reply to Opposition to Motion for Attorney Fees and Costs	5/29/2013	XI	2444-2463
35	Plaintiff's Reply to Opposition to Motion for Partial Summary Judgment on Issue of Declaratory Relief & Opposition to Counter Motion for Summary Judgment	5/18/2012	VIII	1756-1765
3	Plaintiff's Request to Transfer to Business Court	11/4/2011	I	0106-0107
61	Plaintiff's Supplement to Memorandum of Costs and Disbursements	5/29/2013	XI	2428-2443
26	Recorder's Transcript of Proceedings: Plaintiff's Motion for Summary	3/12/2012	VII	1513-1537

	Judgment/Defendant's Opposition to Plaintiff's Motion for Summary Judgment and Countermotion for Summary Judgment			
6	Reply to Opposition to Motion for Partial Summary Judgment on Issue of Declaratory Relief & Opposition to Counter Motion for Summary Judgment	12/7/2011	III-IV	0757-0780
21	Scheduling Memo	2/28/2012	VII	1476
20	Scheduling Order	2/28/2012	VII	1473-1475
8	Transcript of Proceedings: Motions	12/12/2011	IV	0786-0830

EXHIBIT “1”

EXHIBIT “1”

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CLERK OF THE COURT

1 **ORD**  
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22 Attorneys for Plaintiff

23 **DISTRICT COURT**  
24 **CLARK COUNTY, NEVADA**

25 IKON HOLDINGS, LLC, a Nevada limited liability  
26 company,

27 Plaintiff,

28 vs.

29 HORIZONS AT SEVEN HILLS HOMEOWNERS  
30 ASSOCIATION, and DOES 1 through 10 and ROE  
31 ENTITIES 1 through 10 inclusive,

32 Defendant.

Case No: A-11-647850-C  
Dept: No. 13

ORDER

33 This matter came before the Court on December 12, 2011 at 9:00 a.m., upon the Plaintiff's  
34 Motion for Summary Judgment on Claim of Declaratory Relief and Defendant's Counter Motion for  
35 Summary Judgment on Claim of Declaratory Relief. James R. Adams, Esq., of Adams Law Group,  
36 Ltd., and Puoy K. Premsrirut, Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the  
37 Plaintiff. Eric Hinckley, Esq., of Alverson, Taylor, Mortensen & Sanders appeared on behalf of the  
38 Defendant. The Honorable Court, having read the briefs on file and having heard oral argument, and  
for good cause appearing hereby rules:

1 WHEREAS, the Court has determined that a justiciable controversy exists in this matter as  
2 Plaintiff has asserted a claim of right under NRS §116.3116 (the "Super Priority Lien" statute)  
3 against Defendant and Defendant has an interest in contesting said claim, the present controversy  
4 is between persons or entities whose interests are adverse, both parties seeking declaratory relief  
5 have a legal interest in the controversy (i.e., a legally protectible interest), and the issue involved in  
6 the controversy (the meaning of NRS 116.3116) is ripe for judicial determination as between the  
7 parties. *Kress v. Corey* 65 Nev. 1, 189 P.2d 352 (1948); and

8 WHEREAS Plaintiff and Defendant, the contesting parties hereto, are clearly adverse and  
9 hold different views regarding the meaning and applicability of NRS §116.3116 (including whether  
10 Defendant demanded from Plaintiff amounts in excess of that which is permitted under the NRS  
11 §116.3116); and

12 WHEREAS Plaintiff has a legal interest in the controversy as it was Plaintiff's money which  
13 had been demanded by Defendant and it was Plaintiff's property that had been the subject of a  
14 homeowners' association statutory lien by Defendant; and

15 WHEREAS the issue of the meaning, application and interpretation of NRS §116.3116 is  
16 ripe for determination in this case as the present controversy is real, it exists now, and it affects the  
17 parties hereto; and

18 WHEREAS, therefore, the Court finds that issuing a declaratory judgment relating to the  
19 meaning and interpretation of NRS §116.3116 would terminate some of the uncertainty and  
20 controversy giving rise to the present proceeding; and

21 WHEREAS, pursuant to NRS §30.040 Plaintiff and Defendant are parties whose rights,  
22 status or other legal relations are affected by NRS §116.3116 and they may, therefore, have  
23 determined by this Court any question of construction or validity arising under NRS §116.3116 and  
24 obtain a declaration of rights, status or other legal relations thereunder; and

25 WHEREAS, the Court is persuaded that Plaintiff's position is correct relative to the  
26 components of the Super Priority Lien (exterior repair costs and 9 months of regular assessments)  
27 and the cap relative to the regular assessments, but it is not persuaded relative to Plaintiff's position  
28

1 concerning the need for a civil action to trigger a homeowners' association's entitlement to the Super  
2 Priority Lien.

3 THE COURT, THEREFORE, DECLARES, ORDERS, ADJUDGES AND DECREES as  
4 follows:

- 5 1. Plaintiff's Motion for Partial Summary Judgment on Declaratory Relief is granted in  
6 part and Defendant's Motion for Summary Judgment on Declaratory Relief is granted  
7 in part.
- 8 2. NRS §116.3116 is a statute which creates for the benefit of Nevada homeowners'  
9 associations a general statutory lien against a homeowner's unit for (a) any  
10 construction penalty that is imposed against the unit's owner pursuant to NRS  
11 §116.310305, (b) any assessment levied against that unit, and (c) any fines imposed  
12 against the unit's owner from the time the construction penalty, assessment or fine  
13 becomes due (the "General Statutory Lien"). The homeowners' associations'  
14 General Statutory Lien is noticed and perfected by the recording of the associations'  
15 declaration and, pursuant to NRS §116.3116(4), no further recordation of any claim  
16 of lien for assessment is required.
- 17 3. Pursuant to NRS §116.3116(2), the homeowners' association's General Statutory  
18 Lien is junior to a first security interest on the unit recorded before the date on which  
19 the assessment sought to be enforced became delinquent ("First Security Interest")  
20 except for a portion of the homeowners' association's General Statutory Lien which  
21 remains superior to the First Security Interest (the "Super Priority Lien").
- 22 4. Unless an association's declaration otherwise provides, any penalties, fees, charges,  
23 late charges, fines and interest charged pursuant to NRS 116.3102(1)(j) to (n),  
24 inclusive, are enforceable in the same manner as assessments are enforceable under  
25 NRS §116.3116. Thus, while such penalties, fees, charges, late charges, fines and  
26 interest are not actual "assessments," they may be enforced in the same manner as  
27  
28

assessments are enforced, i.e., by inclusion in the association's General Statutory Lien against the unit.

5. Homeowners' associations, therefore, have a Super Priority Lien which has priority over the First Security Interest on a homeowners' unit. However, the Super Priority Lien amount is not without limits and NRS §116.3116 is clear that the amount of the Super Priority Lien (which is that portion of a homeowners' associations' General Statutory Lien which retains priority status over the First Security Interest) is limited "to the extent" of those assessments for common expenses based upon the association's adopted periodic budget that would have become due in the 9 month period immediately preceding an association's institution of an action to enforce its General Statutory Lien (which is 9 months of regular assessments) and "to the extent of" external repair costs pursuant to NRS §116.310312.
6. The base assessment figure used in the calculation of the Super Priority Lien is the unit's un-accelerated, monthly assessment figure for association common expenses which is wholly determined by the homeowners association's "periodic budget," as adopted by the association, and not determined by any other document or statute. Thus, the phrase contained in NRS §116.3116(2) which states, "... to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien..." means a maximum figure equaling 9 times the association's regular, monthly (not annual) assessments. If assessments are paid quarterly, then 3 quarters of assessments (i.e., 9 months) would equal the Super Priority Lien, plus external repair costs pursuant to NRS §116.310312.
7. The words "to the extent of" contained in NRS §116.3116(2) mean "no more than," which clearly indicates a maximum figure or a cap on the Super Priority Lien which cannot be exceeded.

8. Thus, while assessments, penalties, fees, charges, late charges, fines and interest may be included within the Super Priority Lien, in no event can the total amount of the Super Priority Lien exceed an amount equaling 9 times the homeowners' association's regular monthly assessment amount to unit owners for common expenses based on the periodic budget which would have become due immediately preceding the association's institution of an action to enforce the lien, plus external repair costs pursuant to NRS 116.310312.

9. Further, if regulations adopted by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association require a shorter period of priority for the lien (i.e., shorter than 9 months of regular assessments,) the shorter period shall be used in the calculation of the Super Priority Lien, except that notwithstanding the provisions of the regulations, that shorter period used in the calculation of the Super Priority Lien must not be less than the 6 months immediately preceding institution of an action to enforce the lien.

10. Moreover, <sup>the need for the institution of an actual civil action</sup> the Super Priority Lien can exist only if an "action" is instituted by the association to enforce its General Statutory Lien. The term "action" as used in NRS §116.3116(2) (as opposed the term "action" as contained in NRS §116.3116(1)), does not mean a "civil action" as that phrase is defined in NRCP 2 and NRCP 3 (i.e., "action" as used in NRS §116.3116(2) does not mean the filing of a complaint with the court).

IT IS SO ORDERED.

DISTRICT COURT JUDGE

Date

Submitted by

JAMES R. ADAMS, ESQ.  
Nevada Bar No. 6874  
ASSLY SAYYAR, ESQ.



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11 Approved:

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28

EXHIBIT “2”

EXHIBIT “2”

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Attorneys for Plaintiff

DISTRICT COURT  
CLARK COUNTY, NEVADA

IKON HOLDINGS, LLC, a Nevada limited liability  
company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

Case No: A-11-647850-C  
Dept: No. 13

FINAL JUDGMENT

This matter came before the Court for trial on March 12, 2013 at 9:00 a.m. James R. Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut, Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the Plaintiff. Eric Hinckley, Esq., and Kurt Bonds, Esq., of Alverson, Taylor, Mortensen & Sanders, and Patrick Reilly, Esq., of Holland & Hart, LLP appeared on behalf of the Defendant. The Honorable Court, having considered the matter, for good cause appearing hereby enters judgment and finds as follows:

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MAR 27 2013

DISTRICT COURT DEPT# 13

1 WHEREAS, Plaintiff purchased certain real estate in a common interest community as an  
2 investment property at the nonjudicial foreclosure auction of the property's first trust deed holder,  
3 said property being located within Defendant Horizon at Seven Hills Homeowners' Association;  
4 and

5 WHEREAS, the primary issue in this case was what was the amount of Defendant's "super  
6 priority" lien against Plaintiff's property which survived the foreclosure of the property's first trust  
7 deed holder pursuant to NRS 116.3116(2) and Defendant's covenants, conditions and restrictions  
8 ("CC&RS"); and

9 WHEREAS, it was the position of Plaintiff that the amount of such lien which survived the  
10 foreclosure of the property's first trust deed holder did not exceed a figure equaling 6 months of  
11 Defendant's monthly assessments based upon its periodic budget and as provided in Section 7.8 and  
12 7.9 of Defendant's CC&RS; and

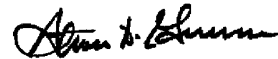
13 WHEREAS, it was the also the position of Plaintiff that regardless of the CC&RS, the  
14 amount of Defendant's lien that survived the foreclosure of the property's first trust deed holder did  
15 not exceed a figure equaling 9 months of Defendant's monthly assessments based upon its periodic  
16 budget as provided in NRS 116.3116(2); and

17 WHEREAS, it was the position of the Defendant that the amount of Defendant's lien that  
18 survived the foreclosure of the property's first trust deed holder was not limited to a figure equaling  
19 6 or 9 months of assessments; *Defendant maintaining that the portion of the lien given*

20 WHEREAS, the Court has already determined findings of fact and conclusions of law as *Superiority Status is defined with regard to a particular time*  
*period, there being no mention in the statute of any*  
*numerical limitation or mathematical calculation; and*  
21 a result of 3 prior summary judgment orders entered by the Court which are attached hereto and  
22 incorporated and restated herein (Ex. 1, "1/19/2012 Order") (Ex. 2, "4/16/2012 Order") (Ex. 3,  
23 "7/20/2012 Order"); and

24 WHEREAS, it has been stipulated by all counsel that \$1,140.00 (a figure equaling 6 months  
25 of assessments) has been tendered by Plaintiff and received by Defendant as that is the amount  
26 Plaintiff alleges was due and owing under provisions contained in Defendant's CC&RS, said  
27 amount being in conformance with this Court's 7/20/2012 Order (the "Payment"); and  
28

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CLERK OF THE COURT

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

IKON HOLDINGS, LLC, a Nevada limited liability  
company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

Case No: A-11-647850-C

Dept: No. 13

**FINAL JUDGMENT**

This matter came before the Court for trial on March 12, 2013 at 9:00 a.m. James R. Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut, Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the Plaintiff. Eric Hinckley, Esq., and Kurt Bonds, Esq., of Alverson, Taylor, Mortensen & Sanders, and Patrick Reilly, Esq., of Holland & Hart, LLP appeared on behalf of the Defendant. The Honorable Court, having considered the matter, for good cause appearing hereby enters judgment and finds as follows:

**RECEIVED**

**MAR 27 2013**

DISTRICT COURT DEPT# 13

1 WHEREAS, Plaintiff purchased certain real estate in a common interest community as an  
2 investment property at the nonjudicial foreclosure auction of the property's first trust deed holder,  
3 said property being located within Defendant Horizon at Seven Hills Homeowners' Association;  
4 and

5 WHEREAS, the primary issue in this case was what was the amount of Defendant's "super  
6 priority" lien against Plaintiff's property which survived the foreclosure of the property's first trust  
7 deed holder pursuant to NRS 116.3116(2) and Defendant's covenants, conditions and restrictions  
8 ("CC&RS"); and

9 WHEREAS, it was the position of Plaintiff that the amount of such lien which survived the  
10 foreclosure of the property's first trust deed holder did not exceed a figure equaling 6 months of  
11 Defendant's monthly assessments based upon its periodic budget and as provided in Section 7.8 and  
12 7.9 of Defendant's CC&RS; and

13 WHEREAS, it was the also the position of Plaintiff that regardless of the CC&RS, the  
14 amount of Defendant's lien that survived the foreclosure of the property's first trust deed holder did  
15 not exceed a figure equaling 9 months of Defendant's monthly assessments based upon its periodic  
16 budget as provided in NRS 116.3116(2); and

17 WHEREAS, it was the position of the Defendant that the amount of Defendant's lien that  
18 survived the foreclosure of the property's first trust deed holder was not limited to a figure equaling  
19 6 or 9 months of assessments; *Defendant maintaining that the portion of the HOA lien given*

20 WHEREAS, the Court has already determined findings of fact and conclusions of law as *superior status is defined with regard to a particular time*  
*period only, there being no mention in the statute of any*  
*numerical limitation or mathematical calculation, and*  
21 a result of 3 prior summary judgment orders entered by the Court which are attached hereto and  
22 incorporated and restated herein (Ex. 1, "1/19/2012 Order") (Ex. 2, "4/16/2012 Order") (Ex. 3,  
23 "7/20/2012 Order"); and

24 WHEREAS, it has been stipulated by all counsel that \$1,140.00 (a figure equaling 6 months  
25 of assessments) has been tendered by Plaintiff and received by Defendant as that is the amount  
26 Plaintiff alleges was due and owing under provisions contained in Defendant's CC&RS, said  
27 amount being in conformance with this Court's 7/20/2012 Order (the "Payment"); and  
28

1 WHEREAS, Defendant has stipulated<sup>1</sup> to record a "Release of Notice of Delinquent  
2 Assessment Lien" which now renders moot Plaintiff's sole remaining cause of action for injunctive  
3 relief;

4 THE COURT, THEREFORE, DECLARES, ORDERS, ADJUDGES AND DECREES as  
5 follows:

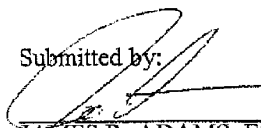
6 All claims and issues in this matter have now been fully adjudicated as evidenced by the  
7 above findings, and by the findings and conclusions contained in the 1/19/2012 Order, the  
8 4/16/2012 Order and the 7/20/2012 Order, and by the Payment, said amount being in conformance  
9 with this Court's 7/20/2012 Order. Final judgment is hereby entered in this matter pursuant to the  
10 findings stated above, and pursuant to the findings of fact and conclusions of law contained in the  
11 1/19/2012 Order, the 4/16/2012 Order and the 7/20/2012 Order which are hereby incorporated and  
12 restated herein.

13 IT IS SO ADJUDGED.

14   
DISTRICT COURT JUDGE

4/5/13  
Date  
PB

15  
16  
17 Submitted by:

18   
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25

26 <sup>1</sup>Defendant stipulated to record the "Release of Notice of Delinquent Assessment Lien"  
27 solely to eliminate the need for this Court to issue a permanent injunction. Defendant advised at  
28 trial that it fully intends to appeal this Court's summary judgment orders upon the entry of this  
final judgment. Accordingly, its recordation of said Release does not constitute any kind of  
waiver of its substantive arguments for appellate purposes.

1 WHEREAS, Defendant has stipulated<sup>1</sup> to record a "Release of Notice of Delinquent  
2 Assessment Lien" which now renders moot Plaintiff's sole remaining cause of action for injunctive  
3 relief;

4 THE COURT, THEREFORE, DECLARES, ORDERS, ADJUDGES AND DECREES as  
5 follows:

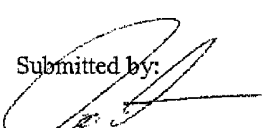
6 All claims and issues in this matter have now been fully adjudicated as evidenced by the  
7 above findings, and by the findings and conclusions contained in the 1/19/2012 Order, the  
8 4/16/2012 Order and the 7/20/2012 Order, and by the Payment, said amount being in conformance  
9 with this Court's 7/20/2012 Order. Final judgment is hereby entered in this matter pursuant to the  
10 findings stated above, and pursuant to the findings of fact and conclusions of law contained in the  
11 1/19/2012 Order, the 4/16/2012 Order and the 7/20/2012 Order which are hereby incorporated and  
12 restated herein.

13 IT IS SO ADJUDGED.

14   
DISTRICT COURT JUDGE

4/5/13  
Date  
PB

16  
17 Submitted by:

18   
JAMES R. ADAMS, ESQ.  
19 Nevada Bar No. 6874  
ASSLY SAYYAR, ESQ.  
20 Nevada Bar No. 9178  
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24 Attorneys for Plaintiff  
25

26 <sup>1</sup>Defendant stipulated to record the "Release of Notice of Delinquent Assessment Lien"  
27 solely to eliminate the need for this Court to issue a permanent injunction. Defendant advised at  
28 trial that it fully intends to appeal this Court's summary judgment orders upon the entry of this  
final judgment. Accordingly, its recordation of said Release does not constitute any kind of  
waiver of its substantive arguments for appellate purposes.



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6 Approved:

7 Not Approved

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15 Attorneys for Defendant

13 Approved:

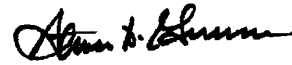
14 Not Approved

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22 Attorneys for Defendant

EXHIBIT “3”

EXHIBIT “3”

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CLERK OF THE COURT

1 **ORD**  
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16 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 IKON HOLDINGS, LLC, a Nevada limited liability  
16 company,

17 Plaintiff,

18 vs.

18 HORIZONS AT SEVEN HILLS HOMEOWNERS  
19 ASSOCIATION, and DOES 1 through 10 and ROE  
20 ENTITIES 1 through 10 inclusive,

21 Defendant.

Case No: A-11-647850-C  
Dept: No. 13

ORDER

22 THIS MATTER having come before the Court on June 11, 2012, for hearing on Plaintiff's  
23 Motion for Summary Judgment on Declaratory Relief and on Defendant's Counter-Motion for  
24 Summary Judgment. James R. Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut,  
25 Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the Plaintiff. Eric Hinckley, Esq., of  
26 Alverson, Taylor, Mortensen & Sanders and Patrick Reilly, Esq., of Holland & Hart appeared on  
27 behalf of the Defendant. The Court, having considered the papers submitted in connection with such  
28 item(s) and heard the arguments made on behalf of the parties and then taken the matter under  
advisement for further consideration, and for good cause appearing hereby rules:

RECEIVED  
JUL 12 2012

DISTRICT COURT DEPT#13 9412

1 **ORD**  
2 ADAMS LAW GROUP, LTD.  
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22 Attorneys for Plaintiff

13 **DISTRICT COURT**  
14 **CLARK COUNTY, NEVADA**

15 IKON HOLDINGS, LLC, a Nevada limited liability  
16 company,

17 Plaintiff,

18 vs.

19 HORIZONS AT SEVEN HILLS HOMEOWNERS  
20 ASSOCIATION, and DOES 1 through 10 and ROE  
21 ENTITIES 1 through 10 inclusive,

22 Defendant.

Case No: A-11-647850-C  
Dept: No. 13

ORDER

23 THIS MATTER having come before the Court on June 11, 2012, for hearing on Plaintiff's  
24 Motion for Summary Judgment on Declaratory Relief and on Defendant's Counter-Motion for  
25 Summary Judgment. James R. Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut,  
26 Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the Plaintiff. Eric Hinckley, Esq., of  
27 Alverson, Taylor, Mortensen & Sanders and Patrick Reilly, Esq., of Holland & Hart appeared on  
28 behalf of the Defendant. The Court, having considered the papers submitted in connection with such  
item(s) and heard the arguments made on behalf of the parties and then taken the matter under  
advisement for further consideration, and for good cause appearing hereby rules:

RECEIVED

JUL 12 2012

DISTRICT COURT DEPT#13 9412

1 WHEREAS, on 7/6/2005, Defendant, a Nevada homeowners' association, recorded in the  
2 Clark County, Nevada, Recorder's Office, the Declaration of Covenants Conditions & Restrictions  
3 and Reservations of Easements for Horizon at Seven Hills Homeowners Association ("CC&RS");  
4 and

5 WHEREAS, on 6/28/2010, Scott M. Ludwig purchased APN 177-35-610-137 (the "Unit")  
6 at a foreclosure auction of the prior owner's first mortgage lender ("6/28/2010 Foreclosure  
7 Auction"); and

8 WHEREAS, the Unit is located with Defendant homeowners' association; and

9 WHEREAS, on 7/14/2010, Scott M. Ludwig transferred the Unit by quit claim deed to  
10 Plaintiff ("Ikon Deed"); and

11 WHEREAS, on 9/30/2010 Defendant filed a Notice of Delinquent Assessment Lien against  
12 Plaintiff and the Unit for \$6,050.14 ("Notice of Delinquent Assessment Lien"); and

13 WHEREAS, on 10/18/2010 Defendant sent Plaintiff a letter stating, "Per your request, the  
14 current balance for the above property is \$6,287.94." (the "10/18/10 Collection Letter"); and

15 WHEREAS, pursuant to the spreadsheet of fees and costs attached to the 10/18/10 Collection  
16 Letter, Defendant's monthly assessments were \$190.00; and

17 WHEREAS, the Unit, being located within Defendant homeowners' association, is subject  
18 to NRS 116 (Common Interest Ownership Uniform Act) and the CC&RS; and

19 WHEREAS, the Court has determined that a justiciable controversy exists in this matter as  
20 Plaintiff has asserted a claim of right against Defendant under NRS §116.3116 and Sections 7.8 and  
21 7.9 of the Defendant's CC&RS and Defendant has an interest in contesting said claim, the present  
22 controversy is between persons or entities whose interests are adverse, both parties seeking  
23 declaratory relief have a legal interest in the controversy (i.e., a legally protectible interest), and the  
24 issue involved in the controversy (the meaning and application of NRS 116.3116 and of Sections 7.8  
25 and 7.9 of the CC&RS) is ripe for judicial determination as between the parties. *Kress v. Corey* 65  
26 *Nev. 1, 189 P.2d 352 (1948)*; and

1 WHEREAS, Plaintiff and Defendant, the contesting parties hereto, are clearly adverse and  
2 hold different views regarding the meaning and applicability of Sections 7.8 and 7.9 of the CC&RS  
3 in that Plaintiff maintains that Sections 7.8 and 7.9 of the CC&RS call for a limit on Defendant's  
4 prioritized portion of its homeowners' association lien on Plaintiff's Unit to the extent of an amount  
5 equal to 6 months of assessments (i.e., "The lien of the assessments, including interest and costs,  
6 shall be subordinate to the lien of any First Mortgage upon the Unit (except to the extent of Annual  
7 Assessments which would have become due in the absence of acceleration during the six (6) months  
8 immediately preceding institution of an action to enforce the lien)") and further maintains that  
9 Sections 7.8 and 7.9 of the CC&RS do not violate the statutory lien limit as noted in NRS  
10 116.3116(2) as the CC&RS call for a lesser amount for the prioritized portion of the lien than does  
11 NRS 116.3116(2). Conversely, Defendant maintains there are either two prioritized liens (one  
12 contractual and one statutory) and/or that Sections 7.8 and 7.9 of Defendant's CC&RS violate NRS  
13 116.3116(2) in that Sections 7.8 and 7.9 call for a lesser amount for the prioritized portion of the lien  
14 than does NRS 116.3116(2) and, therefore, the prioritized portion of Defendant's lien must equal  
15 the greater amount as noted in NRS 116.3116(2); and

16 WHEREAS, Plaintiff has a legal interest in the controversy as it was Plaintiff's money which  
17 had been demanded by Defendant and it was Plaintiff's Unit that had been the subject of a  
18 homeowners' association assessment lien by Defendant; and

19 WHEREAS the issue of the meaning, application and interpretation of Sections 7.8 and 7.9  
20 of the CC&RS in conjunction with NRS §116.3116 is ripe for determination in this case as the  
21 present controversy is real, it exists now, and it affects the parties hereto; and

22 WHEREAS, therefore, the Court finds that issuing a declaratory judgment relating to the  
23 meaning and interpretation of Sections 7.8 and 7.9 of the CC&RS in conjunction with NRS  
24 §116.3116 would terminate some of the uncertainty and controversy giving rise to the present  
25 proceeding; and

26 WHEREAS, pursuant to NRS §30.040 Plaintiff and Defendant are parties whose rights,  
27 status or other legal relations are affected by Sections 7.8 and 7.9 of the CC&RS and they may,  
28

1 therefore, have determined by this Court any question of construction or validity arising under said  
2 Sections and obtain a declaration of rights, status or other legal relations thereunder; and

3 WHEREAS, regarding priority of homeowner association assessment liens, Section 7.8 and  
4 7.9 of the CC&RS state the following:

5 Section 7.8 Mortgagee Protection. Notwithstanding all other  
6 provisions hereof, no lien created under this Article 7, nor the  
7 enforcement of any provision of this Declaration shall defeat or  
8 render invalid the rights of the Beneficiary under any Recorded First  
9 Deed of Trust encumbering a Unit, made in good faith and for value;  
10 provided that after such Beneficiary or some other Person obtains title  
11 to such Unit by judicial foreclosure, other foreclosure, or exercise of  
12 power of sale, such Unit shall remain subject to this Declaration and  
13 the payment of all installments of assessments accruing subsequent  
14 to the date such Beneficiary or other Person obtains title, subject to  
15 the following. **The lien of the assessments, including interest and  
16 costs, shall be subordinate to the lien of any First Mortgage upon  
17 the Unit (except to the extent of Annual Assessments which would  
18 have become due in the absence of acceleration during the six (6)  
19 months immediately preceding institution of an action to enforce  
20 the lien).** The release or discharge of any lien for unpaid assessments  
21 by reason of the foreclosure or exercise of power of sale by the First  
22 Mortgagee shall not relieve the prior Owner of his personal obligation  
23 for the payment of such unpaid assessments.

24 Section 7.9 Priority of Assessment Lien. Recording of the  
25 Declaration constitutes Record notice and perfection of a lien for  
26 assessments. **A lien for assessments, including interest, costs, and  
27 attorneys' fees, as provided for herein, shall be prior to all other  
28 liens and encumbrances on a Unit, except for: (a) liens and  
encumbrances Recorded before the Declaration was Recorded; (b) a  
first Mortgage Recorded before the delinquency of the  
assessment sought to be enforced (except to the extent of Annual  
Assessments which would have become due in the absence of  
acceleration during the six (6) months immediately preceding  
institution of an action to enforce the lien), and (c) liens for real  
estate taxes and other governmental charges, and is otherwise subject  
to NRS § 116.3116. The sale or transfer of any Unit shall not affect  
an assessment lien. However, subject to foregoing provision of this  
Section 7.9, the sale or transfer of any Unit pursuant to judicial or  
non-judicial foreclosure of a First Mortgage shall extinguish the lien  
of such assessment as to payments which became due prior to such  
sale or transfer. No sale or transfer shall relieve such Unit from lien  
rights for any assessments which thereafter become due. **Where the  
Beneficiary of a First Mortgage of Record or other purchaser of  
a Unit obtains title pursuant to a judicial or nonjudicial  
foreclosure or "deed in lieu thereof," the Person who obtains title  
and his or her successors and assigns shall not be liable for the  
share of the Common Expenses or assessments by the Association  
chargeable to such Unit which became due prior to the****

acquisition of title to such Unit by such Person (except to the extent of Annual Assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien). Such unpaid share of Common Expenses and assessments shall be deemed to become expenses collectible from all of the Units, including the Unit belonging to such Person and his or her successors and assigns.

WHEREAS, the Court is persuaded that Plaintiff's position is correct relative to the component and ceiling issues contained in its Motion relating to Sections 7.8 and 7.9 of the CC&RS in that pursuant to said Sections, Defendant's prioritized portion of its lien may include assessments and "... interest, costs, and attorneys' fees..." but, pursuant to Sections 7.8 and 7.9 of the CC&RS, is only prior to the first mortgage holder, "... to the extent of Annual Assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien...."

THE COURT, THEREFORE, DECLARES, ORDERS, ADJUDGES AND DECREES as follows:

1. Defendant's Counter-Motion for Summary Judgment is DENIED and Plaintiff's Motion for Partial Summary Judgment on Declaratory Relief is GRANTED IN PART to the extent that it seeks the following declarations:

Defendant, in contravention of Nevada Revised Statutes §116.3116, has unlawfully demanded from Plaintiff amounts in excess of the Super Priority Lien to which it has no legal entitlement.

Pursuant to Sections 7.8 and 7.9 of the Defendant's CC&RS, Defendant's lien was junior to the first security interest of the Unit's first mortgage lender except for a certain, limited and specified portion of the lien as defined in Sections 7.8 and 7.9 of the CC&RS (i.e., an amount equal to 6 months of assessments,) and

Defendant, in contravention of Sections 7.8 and 7.9 of the Defendant's CC&RS has improperly demanded monies from Plaintiff in order to satisfy Defendant's claimed liens or demands which exceeded a figure equaling 6 months of assessments, thereby violating the CC&RS.

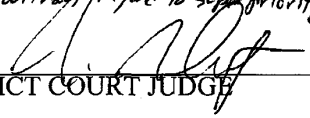
2. NRS 116.3116(1) states what can be the subject of a homeowners' association's general assessment lien on a unit and NRS 116.3116(2) states what the statutory limits are to the prioritized portion of the assessment lien, i.e., that portion of a homeowners' association's



- 1 lien which, after the foreclosure of a unit's first trust deed holder, is superior to the first trust  
2 deed as a matter of law (See Order entered January 19, 2012).
- 3 3. A homeowners' association's lien against a unit located within its association is contractually  
4 created, perfected and noticed by the recording of the CC&RS (See NRS 116.3116(4)).
- 5 4. To the extent that provisions of CC&RS call for a lesser amount for the prioritized portion  
6 of the assessment lien than does NRS 116.3116(2), the lesser amount shall be utilized as the  
7 prioritized portion of the lien.
- 8 5. NRS 116.1206 states:
- 9 NRS 116.1206 Provisions of governing documents in violation of  
10 chapter deemed to conform with chapter by operation of law;  
11 procedure for certain amendments to governing documents.
- 12 1. Any provision contained in a declaration, bylaw or other  
13 governing document of a common-interest community that violates  
14 the provisions of this chapter:
- 15 (a) Shall be deemed to conform with those provisions by  
16 operation of law, and any such declaration, bylaw or other governing  
17 document is not required to be amended to conform to those  
18 provisions.
- 19 (b) Is superseded by the provisions of this chapter, regardless of  
20 whether the provision contained in the declaration, bylaw or other  
21 governing document became effective before the enactment of the  
22 provision of this chapter that is being violated.
- 23 6. Defendant maintains that NRS 116.3116(2) and Sections 7.8 and 7.9 are conceptually  
24 separate and, in effect, create two separate liens. The Court disagrees. There is but a single  
25 lien which is created, perfected and noticed by the recording of the CC&RS (See NRS  
26 116.3116(4)).
- 27 7. The Court further disagrees with Defendant's position that the provisions of NRS 116.1206  
28 are to the effect that lesser amounts for the prioritized portion of the Defendant's lien which  
is called for by the CC&RS (Sections 7.8 and 7.9) are automatically elevated to the limits  
provided for by NRS 116.3116(2) if such lesser amounts are inconsistent with what is  
permitted by NRS 116.3116(2). The Court disagrees because the language of subsection (1)  
of NRS 116.1206 refers to any provision in the CC&RS that " ... violates the provisions of

1 this chapter ...." The Court determines that the language in Defendant's CC&RS (Section  
2 7.8 and 7.9) which calls for a lesser amount for the prioritized portion of the lien than does  
3 NRS 116.3116(2) does not "violate" the statutory prioritized lien limit as provided for in  
4 NRS 116.3116(2) because the amounts called for in the CC&RS do not exceed the limit  
5 called for by NRS 116.3116(2), but in fact are within the limit. Thus, the amount of the  
6 prioritized portion of a homeowners' association's lien as called for in CC&RS does not need  
7 to rise to the maximum level as noted in NRS 116.3116(2), as a lesser amount as called for  
8 in the CC&RS does not "violate" NRS 116.3116(2).

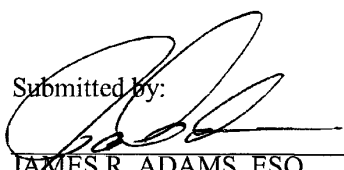
9 8. While the Court has ruled that interest, costs and other fees may be included in the prioritized  
10 portion of the lien as long as the prioritized portion of the lien does not exceed an amount  
11 equal to 6 months of assessments as noted in Section 7.8 and 7.9 of the CC&RS, at this time;  
12 however, the Court is not extending its declaratory relief ruling to the specific monetary  
13 amounts referenced in Plaintiff's Motion for Summary Judgment at pages 9 and 10. *Now*  
14 *is the Court at this time addressing issues of attorney's fees and costs pursuant to NRS 18.010(2),*  
*IT IS SO ORDERED.* *2*

15   
DISTRICT COURT JUDGE

7/19/12  
Date

*pm*

17  
18 Submitted by:

19   
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28

EXHIBIT “4”

EXHIBIT “4”

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*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

IKON HOLDINGS, LLC, a Nevada limited liability  
company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

Case No: A-11-647850-C  
Dept: No. 13

**OFFER OF JUDGMENT**

TO: HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION, Defendant;

TO: KURT BONDS, ESQ; its Counsel

TO: PATRICK REILLY, ESQ, its Counsel

Pursuant to NRCP 68 and NRS 17.115, Plaintiff, IKON HOLDINGS, LLC, (hereinafter the  
"Plaintiff"), hereby offers to allow judgment to be taken in this action against HORIZONS AT  
SEVEN HILLS HOMEOWNERS ASSOCIATION, in favor of the Plaintiff in the above-entitled

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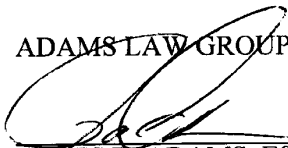
1 case, in the total sum of Seventeen Thousand Dollars and 00/100 (\$17,000.00), in the above-entitled  
2 case, which is inclusive of all claims and counterclaims, and third-party claims for damages, costs,  
3 and attorneys' fees and any future claims that may arise in this matter.

4 Defendant shall release any and all liens against the property subject to this action upon  
5 payment to Plaintiff.

6 This Offer of Judgment is made for the purpose specified in N.R.C.P. 68 and NRS 17.115,  
7 and is not to be used for any other purpose. If not accepted within ten (10) days from service hereof,  
8 this Offer of Judgment shall be deemed withdrawn. Defendant may elect to vacate the judgment upon  
9 payment to Plaintiff and satisfaction of the terms herein.

10 DATED this 8 day of February, 2012.

11  
12 ADAMS LAW GROUP, LTD.

13  
14   
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of February, 2012, a copy of the OFFER OF JUDGMENT was served on the following party by mailing a copy thereof, first class mail, postage prepaid, to:

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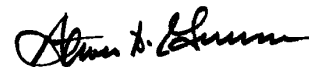
**OPPN**

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*Attorneys for Defendant Horizons at  
Seven Hills Homeowners Association*

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CLERK OF THE COURT

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

IKON HOLDINGS, LLC, a Nevada limited  
liability company,

Plaintiff,

vs.

HORIZONS AT SEVEN HILLS  
HOMEOWNERS ASSOCIATION; and  
DOES 1 through 10; and ROE ENTITIES 1  
through 10 inclusive,

Defendants.

Case No. : A-11-647850-B  
Dept. No.: XIII

**OPPOSITION TO MOTION FOR  
ATTORNEY'S FEES AND COSTS**

Hearing Date: June 3, 2013

Hearing Time: 9:00 a.m.

///

///

///

///



Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Phone: (702) 669-4600 ♦ Fax: (702) 669-4650

1 Defendant Horizons At Seven Hills Homeowners Association ("Horizons") hereby  
2 opposes the Motion for Attorney's Fees and Costs filed by Plaintiff Ikon Holdings, LLC  
3 ("Plaintiff") in the above-entitled action. This Opposition is based on the attached Memorandum  
4 of Points and Authorities and supporting documentation, the papers and pleadings on file in this  
5 action, and any oral argument this Court may allow.

6 DATED May 24, 2013.

7 HOLLAND & HART LLP

8  
9 By

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*Attorneys for Defendant Horizons At Seven  
Hills Homeowners Association*

1                   **MEMORANDUM OF POINTS AND AUTHORITIES**  
2                   **IN SUPPORT OF OPPOSITION TO**  
3                   **MOTION FOR ATTORNEY'S FEES AND COSTS**

4                   **I.**

5                   **INTRODUCTION**<sup>1</sup>

6                   Very simply, Plaintiff distorts this Court's rulings in an attempt to obtain attorneys' fees.  
7                   However, it cannot be disputed that Plaintiff was *only* successful on *one* cause of action—  
8                   declaratory relief. This Court ruled against Plaintiff on the five other causes of action and the  
9                   parties stipulated to dismiss the remaining cause of action for a permanent injunction. *See*  
10                  Motion at 10. Despite the clear rulings of this Court, Plaintiff's Motion seeks fees based upon  
11                  the claims on which it lost. Yet, the law is clear, without a statute or contract authorizing such an  
12                  award, attorneys' fees cannot be recovered. *Davis v. Beling*, 128 Nev. Adv. Op. 28, 278 P.3d  
13                  501, 515 (2012).

14                  As discussed *infra*, while Plaintiff desperately twists and distorts the meaning and  
15                  purpose of NRS Chapter 116, the governing documents, and other various rules, there is simply  
16                  no contract or statute that allows fees to be awarded to Plaintiff. Accordingly, Horizons requests  
17                  that the instant Motion be denied in its entirety.

18                  **II.**

19                  **OVERVIEW OF CLAIMS**

20                  Understandably, the Court may be confused as to the rulings in this matter since  
21                  throughout the Motion Plaintiff continuously cited to different parts of the Order that granted  
22                  summary judgment on Plaintiff's declaratory relief action as if the Order also granted other relief  
23                  to Plaintiff. *See* Motion. This is simply not true. Instead, Plaintiff *only* received a judgment in  
24                  its favor on the declaratory relief action. Horizons prevailed on all other issues. For the ease of  
25                  the Court, please see the chart below.

26                  ///

27                  ///

28                  ///

<sup>1</sup> Horizons has a Motion to Retax Costs set for hearing on May 28, 2013.

	Cause of Action <sup>2</sup>	Outcome	Order
First	Breach of Contract	Summarily Adjudicated <i>Against</i> Plaintiff	Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012 <sup>3</sup>
Second	Breach of the Implied Covenant of Good Faith and Fair Dealing	Summarily Adjudicated <i>Against</i> Plaintiff	Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012
Third	Violation of NRS 116	Summarily Adjudicated <i>Against</i> Plaintiff	Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012
Fourth	Negligent Misrepresentation	Summarily Adjudicated <i>Against</i> Plaintiff	Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012
Fifth	Breach of Fiduciary Duty	Summarily Adjudicated <i>Against</i> Plaintiff	Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012
Sixth	Injunctive Relief	Dismissed	stipulation among parties
Seventh	Declaratory Relief	Summarily Adjudicated in <i>Favor</i> of Plaintiff	Order Granting Plaintiff's Motion for Summary Judgment and Order Denying Defendant's Countermotion for Summary Judgment entered on July 25, 2012 <sup>4</sup>

### III.

#### LEGAL ARGUMENT

#### A. Plaintiff Did Not Obtain a Judgment More Favorable Than Its Offer of Judgment.

Plaintiff inexplicably asserts a right of recovery of attorney's fees and costs under NRCP

<sup>2</sup> A true and correct copy of the Complaint, with exhibits omitted, is attached hereto as Exhibit A.

<sup>3</sup> A true and correct copy of the Order Denying Plaintiff's Motion for Summary Judgment and Order Granting Defendant's Countermotion for Summary Judgment entered on April 16, 2012 is attached hereto as Exhibit B.

<sup>4</sup> A true and correct copy of the Order Granting Plaintiff's Motion for Summary Judgment and Order Denying Defendant's Countermotion for Summary Judgment entered on July 25, 2012 is attached hereto as Exhibit C.

1 68 and NRS 17.115. Both rules, in general, provide a right of recovery for attorney's fees in the  
2 event that an offeree rejects an offer of judgment and fails to obtain a more favorable judgment.  
3 *See* NRCP 68; *see also* NRS 17.115.

4 In this case, Plaintiff made an offer of judgment on February 8, 2012, with the following  
5 terms and conditions:

- 6 • Payment by Horizons to Plaintiff in the amount of \$17,000.00; and
- 7 • Release of "any and all liens against the property subject to this action upon  
8 payment to Plaintiff."

9 Motion, Exhibit 3 at p.2. Neither of these conditions was satisfied. As this Court is well aware,  
10 it dismissed all of Plaintiff's claims for money damages on April 16, 2012. *See* Exhibit B.  
11 There is no doubt that Horizons obtained a better result than the offer that Horizons rejected.  
12 Thus, there is no right for recovery under either statute.

13 It is bizarre that Plaintiff is claiming that the attorneys' fees are warranted based upon the  
14 offer of judgment, when not only did Horizons not make any payment to Plaintiff, but Plaintiff  
15 was forced to pay Horizons. Per a stipulation of the parties, Plaintiff was forced to pay Horizons  
16 the sum of \$1,140.00 in outstanding assessments to have its lien removed—not the other way  
17 around. *See* a true and correct copy of the Court Minutes (Mar. 12, 2013) attached hereto as  
18 **Exhibit D.**

19 As such, Plaintiff's contention that NRCP 68 and NRS 17.115 allow for an award of  
20 attorney's fees and costs is simply inexplicable given these facts. Horizons easily obtained a  
21 better judgment than Plaintiff's offer of judgment.

22 **B. The Court Never Found A Breach Under the CC&Rs**

23 Plaintiff also seeks an award of fees and costs pursuant to the Declaration of Covenants,  
24 Conditions & Restrictions and Reservation of Easements for Horizons at Seven Hills ("Horizons'  
25 CC&Rs"), which it does not even bother to attach as an exhibit to its Motion. Rather, Plaintiff  
26 rests his contractual request for attorneys' fees and costs on the unsupported arguments of  
27 counsel. Needless to say, arguments of counsel are not evidence. *Randolph v. State*, 117 Nev.  
28 970, 984, 36 P.3d 424, 433 (2001); *Flanagan v. State*, 112 Nev. 1409, 1420, 930 P.2d 691, 698

1 (1996) (highlighting the jury instruction that “[s]tatements, arguments and opinions of counsel  
2 are not evidence in the case” (alteration in original)). Plaintiff has simply failed to provide the  
3 basic evidence on which he seeks a contractual award of fees.

4 Setting that aside, Section 17.4 of Horizons’ CC&Rs requires that an award of fees be  
5 predicated on a judgment for “breach” of the CC&Rs. Section 17.4 states, in relevant part:

6 (b) **Breach of any of the provisions contained in this Declaration or the**  
7 **Bylaws of the continuation of any such breach may be enjoined, abated or**  
8 **remedied by appropriate legal or equitable proceedings instituted, in**  
9 **compliance with applicable Nevada law, by an Owner, including Declarant so**  
10 **long as Declarant owns a Unit, by the Association, or by the successor in interest**  
11 **of the Association. Any judgment rendered in any action or proceeding**  
12 **pursuant hereto shall include a sum for attorneys’ fees in such amount as the**  
13 **court may deem reasonable, in favor of the prevailing party, as well as the amount**  
14 **of any delinquent payment, interest thereon, costs of collection and court costs....**

15 A true and correct copy of the pertinent section of the Horizons’ CC&Rs is attached hereto as  
16 **Exhibit E** (emphasis added). Thus, to recover attorneys’ fees, there must be a “judgment” that  
17 finds that there was a “breach” of Horizons’ CC&Rs. When a contract is clear, unambiguous,  
18 and complete, its terms must be given their plain meaning and the contract must be enforced as  
19 written. *Ringle v. Bruton*, 120 Nev. 82, 93, 86 P.3d 1032, 1039 (2004). There is no judgment  
20 that Horizons breached the contract; thus, the attorneys’ fee provision is not applicable. Indeed,  
21 as this Court held, because there were no damages to Plaintiff, there could be no breach under  
22 the Horizon’s CC&Rs. *See* Exhibit B. As such, the judgment finds that Horizons **did not breach**  
23 the Horizons’ CC&Rs. *Id.*

24 Rather, this was a governing document dispute, in which Plaintiff sought an interpretation  
25 of the meaning of the CC&Rs. Indeed, Nevada law draws a firm line between alleged  
26 “violations” or “breaches” of CC&Rs in NRS Chapter 116 and mere “governing document  
27 disputes” in which the parties merely disagree over the interpretation of CC&Rs. As stated by  
28 the Nevada Attorney General:

The Commission has jurisdiction, through NRS 116.750, to  
take appropriate action against a person who commits a  
“violation.” ... The process through which a matter  
proceeds through the Real Estate Division to a hearing  
before the Commission is specifically limited, at each level,  
to include only “violations” as defined in NRS 116.745.

1 Governing document disputes arise from differences of  
2 opinion concerning the interpretation, application, or  
3 enforcement of a common interest community's governing  
4 documents.... Chapter 116 does not give the Commission  
or its Administrative Law Judges jurisdiction to consider or  
render decisions concerning such disputes.

5 Nev. Atty. Gen. Opinion (May 5, 2008), a copy of which is attached hereto as **Exhibit F**. In this  
6 2008 opinion, the Attorney General concluded that the Ombudsman for Owners in Common-  
7 Interest Communities and Condominium Hotels (the "Ombudsman") had no jurisdiction to  
8 investigate a specific governing document dispute involving a single HOA. *Id.* Indeed, it is  
9 significant that this matter was never investigated by the Ombudsman nor heard by the  
10 Commission on Common Interest Communities (the "Commission") in accordance with NRS  
11 116.750. Rather, this was a "governing document dispute" heard by a NRED arbitrator, not a  
12 "violation" of the CC&Rs heard by the Commission.

13 Indeed, this matter was originally heard by a NRED arbitrator in accordance with NRS  
14 38.310 and Hamm v. Arrowcreek Homeowners Ass'n, 124 Nev. 290, 201, 183 P.3d 895, 903  
15 (2008). Section 38.310 specifically concerns the "interpretation, application, and enforcement"  
16 of the Horizon's CC&Rs—a governing document dispute. There are no "violations" or "breach"  
17 of the governing document when one party interprets a contract one way, and one party interprets  
18 it another way.

19 Accordingly, there is no contractual basis for an award of attorney's fees pursuant to the  
20 Horizons' CC&Rs.

21 **C. Plaintiff Did Not Prevail On Its "NRS Chapter 116" Claim.**

22 Again, in another attempt to be awarded fees, Plaintiff twists the Courts ruling to claim  
23 that it somehow prevailed on a claim under NRS 116.3116. This is not true. *See* Exhibit B.  
24 Rather, the Court granted summary judgment *against* Plaintiff on the alleged "violation" of NRS  
25 116.3116 by Horizons. While Plaintiff may have prevailed on his claim for declaratory relief  
26 under NRS 33.010, it did **not** prevail on its Third Cause of Action (Violation of NRS 116). *See*  
27 Exhibit B.

28 ///

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1 The statute is strictly limited to a fee and cost award to a prevailing party for a claim  
2 "brought under this section." NRS 116.3116(7). NRS 116.3116(7) states:

3 A judgment or decree in any action brought under this  
4 section must include costs and reasonable attorney's fees  
for the prevailing party.

5 NRS 116.3116(7). Plaintiff *lost* the claim "*brought*" under NRS 116.3116. The statute must be  
6 given its plain meaning. When a statute's language is plain and unambiguous, the Court must  
7 give that language its ordinary meaning. *Consipio Holding*, 128 Nev. at —, 282 P.3d at 756.  
8 Thus, given the strict limitations of NRS 116.3116(7), Plaintiff cannot be awarded fees under  
9 this section. Rather, Plaintiff was only successful on the claim "brought" under NRS 33.010.  
10 See Exhibit C.

11 Accordingly, there is no statutory basis for an award of attorney's fees pursuant to the  
12 Horizons' CC&Rs.

13 IV.

14 CONCLUSION

15 Plaintiff has wholly failed to establish that it is entitled to an award of attorneys' fees  
16 pursuant to contract, rule, or statute. Instead, Plaintiff distorts a simply declaratory relief victory  
17 into much, much more. Yet, no contortion act by Plaintiff can provide legal authority when it  
18 simply does not exist.

19 DATED May 24, 2013.

20 HOLLAND & HART LLP

21 By

22 Patrick J. Reilly, Esq.  
23 Nicole E. Lovelock, Esq.  
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CERTIFICATE OF SERVICE

Pursuant to Nev. R. Civ. P. 5(b), I hereby certify that on May 24, 2013, I served a true and correct copy of the foregoing **OPPOSITION TO MOTION FOR ATTORNEY'S FEES AND COSTS** by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

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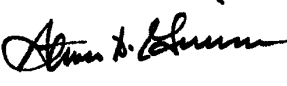
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*Attorneys for Plaintiff*

  
An Employee of Holland & Hart LLP



# **EXHIBIT A**

  
CLERK OF THE COURT

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22 Attorneys for Plaintiff

23 **DISTRICT COURT**

24 **CLARK COUNTY, NEVADA**

25 IKON HOLDINGS, LLC, a Nevada limited liability  
26 company,

27 Plaintiff,

28 vs.

HORIZONS AT SEVEN HILLS HOMEOWNERS  
ASSOCIATION,, and DOES 1 through 10 and ROE  
ENTITIES 1 through 10 inclusive,

Defendant.

Case No: A - 11 - 647850 - C

Dept: No. XXVIII

Arbitration Exempt:

Declaratory Relief

**COMPLAINT**

Comes now, Plaintiff, by its undersigned counsel JAMES R. ADAMS, ESQ., of ADAMS  
LAW GROUP, LTD., and PUOY K. PREMSRIRUT, ESQ., OF PUOY K. PREMSRIRUT, ESQ.,  
INC., as and for its Complaint against Defendant in this action, aver as follows, with knowledge of its  
own actions and conduct and events occurring in its presence, and upon information and belief as to  
all other matters:

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8330 W. SAHARA AVENUE, SUITE 290  
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**THE PARTIES**

1. At all times material hereto, Defendant was a Nevada common interest community association and unit owners' association as defined in NRS §116.011, also commonly known as homeowners' associations ("**Defendant**" or "**Association**").

2. Defendant is a corporation organized and existing under the laws of the State of Nevada, has its principal place of business and transacts business in the State of Nevada.

3. Defendant is bound by the provisions of NRS §116, is bound by its recorded CC&R's ("CC&Rs"), and is bound by the provisions of that chapter of the Nevada Revised Statutes under which it is incorporated.

4. The true names and capacities, whether individual, corporate, or otherwise, of Defendants herein designated as DOES 1 through 10 and ROE ENTITIES 1 through 10 inclusive, are unknown to the Plaintiff at this time, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges that each of said Defendants is responsible in some manner for the events and happenings alleged herein and proximately caused the injuries and damages herein alleged. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities as they are ascertained.

5. Plaintiff, IKON HOLDINGS, INC., a Nevada corporation ("**Plaintiff**"), is an owner or former owner of residential real property located within Defendant homeowners' association.

**FACTUAL ALLEGATIONS**

6. On or about July 6, 2006, Defendant recorded in the Clark County, Nevada, Recorder's Office, the Declaration of Covenants Conditions & Restrictions and Reservations of Easements for Horizon at Seven Hills Homeowners Association (Ex. 1, "**CC&RS**").

7. At a foreclosure auction held by the first mortgage holder, on June 28, 2010, Scott M. Ludwig purchased property located at 950 Seven Hills Drive, Suite 1411, Henderson Nevada 89052 APN 177-35-610-137 (Ex. 2) (the "**Unit**").

8. The Unit was located in Defendant homeowners' association and is subject to the CC&RS and is also subject to NRS 116 (Common Interest Ownership Uniform Act).

- 1 9. Pursuant to NRS 116.3116, a homeowners' association, such as Defendant, has a lien on any  
2 unit within the association for any assessment levied against that unit or any fines imposed  
3 against the unit's owner from the time the assessment or fine becomes due.
- 4 10. As the aforementioned Unit had been foreclosed upon by the Unit's first mortgage lender (said  
5 Unit having been financed by the first mortgage lender prior to any delinquency in the payment  
6 of assessments,) any existing Defendant homeowners' assessment liens were extinguished as  
7 against the Unit pursuant to NRS 116.3116 and the CC&RS, but for a limited portion of the  
8 assessment lien as permitted by NRS 116.3116 and the CC&RS.
- 9 11. Nevada Revised Statutes §116.3116 governs liens against properties located within  
10 homeowners' associations, such as the Unit, and generally states as follows:
- 11 a. Defendant has a statutory lien on any unit of real property located with its  
12 association for any assessment imposed against a unit or fine imposed against  
13 the unit's owner from the time the assessment or fine became due;
- 14 b. However, Defendant's lien is junior to the first security interest of the unit's  
15 first mortgage lender except for a certain, limited and specified portion of the  
16 lien as defined in Nevada Revised Statutes §116.3116 which remains senior to  
17 the first security interest of the unit's first mortgage lender, provided that  
18 Defendant had instituted an "action" to enforce their liens.
- 19 12. On and after October 1, 2009, the statutory formula for calculating the Super Priority Lien was  
20 as follows: the lien is prior to the first security interest on the unit to the extent of any charges  
21 incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the  
22 assessments for common expenses based on the periodic budget adopted by the association  
23 pursuant to NRS 116.3115 which would have become due in the absence of acceleration during  
24 the 9 months immediately preceding institution of an action to enforce the lien unless federal  
25 regulations adopted by the Federal Home Loan Mortgage Corporation or the Federal National  
26 Mortgage Association require a shorter period of priority for the lien (the "Super Priority  
27 Lien").

1 13. Regarding priority of assessment liens, Section 7.9 of the CC&RS state the following:

2 A lien for assessments, including interest, costs, and attorneys' fees, as  
3 provided for herein, shall be prior to all other liens and encumbrances  
4 on a Unit, except for... (b) a first Mortgage Recorded before the  
5 delinquency of the assessment sought to be enforced (except to the  
6 extent of Annual Assessments which would have become due in the  
7 absence of acceleration during the six (6) months immediately  
8 preceding institution of an action to enforce the lien)... subject to  
9 foregoing provision of this Section 7.9, the sale or transfer of any Unit  
10 pursuant to judicial or non-judicial foreclosure of a First Mortgage shall  
11 extinguish the lien of such assessment as to payments which became  
12 due prior to such sale or transfer... the Person who obtains title and his  
13 or her successors and assigns shall not be liable for the share of the  
14 Common Expenses or assessments by the Association chargeable to such  
15 Unit which became due prior to the acquisition of title to such Unit by  
16 such Person (except to the extent of Annual Assessments which would  
17 have become due in the absence of acceleration during the six (6)  
18 months immediately preceding institution of an action to enforce the  
19 lien).

20 14. Therefore, provided Defendant had instituted an action to enforce an assessment lien against  
21 the Unit, pursuant to NRS 116.3116 the maximum amount of the Super Priority Lien against  
22 the Unit was limited to 9 times the Defendant's monthly assessments (which, at \$190.00 per  
23 month equaled \$1,710.00).

24 15. However, pursuant to the CC&RS, the maximum amount of any assessment lien which could  
25 survive extinguishment by the foreclosure of the Unit was limited to only 6 times the  
26 Defendant's monthly assessment (which equaled \$1,140.00).

27 16. On July 14, 2010, Scott M. Ludwig transferred the Unit by quit claim deed to Plaintiff (Ex.  
28 3).

1 On August 25, 2010, on behalf of Defendant, a debt collection agent ("Collection Agent")  
2 working for Defendant sent a letter to Plaintiff demanding \$5,651.14 from Plaintiff and warned  
3 that a Notice of Delinquent Assessment Lien would be recorded "pursuant to Nevada Revised  
4 Statute" unless payment is made in 10 days (Ex. 4).

5 18. The letter stated that "As of today's date, records show a balance due on your account of  
6 \$5,651.14."

- 1 19. However, these were false statements. Plaintiff did not owe said amount to the Defendant  
2 because the assessment lien upon which the demand amount was based was extinguished by  
3 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.
- 4 20. Further, there is no Nevada Revised Statute which permits the recording of a "Notice of  
5 Delinquent Assessment Lien."
- 6 21. Additionally, despite the Collection Agent's letter of August 25, 2010, stating that it would  
7 record a "Notice of Delinquent Assessment Lien" if \$5,651.14 were not paid, one week earlier,  
8 on August 17, 2010, the Collection Agent had already filed the "Notice of Delinquent  
9 Assessment Lien" against Plaintiff and the Unit which stated that the "Total amount due  
10 through today's date is \$5,850.14." (Ex. 5).
- 11 22. However, this was a false statement. Plaintiff did not owe said amount to the Defendant  
12 because the assessment lien upon which the demand amount was based was extinguished by  
13 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.
- 14 23. Additionally, on September 20, 2010, on behalf of Defendant, the Collection Agent sent a  
15 letter to Plaintiff again demanding \$5,651.14 from Plaintiff. (Ex. 6).
- 16 24. The letter stated "Please be advised that you took this property subject to the existing lien that  
17 was recorded on the property. Therefore you are responsible for the additional fees that have  
18 incurred."
- 19 25. However, this was a false statement. Plaintiff did not take the Unit subject to the existing  
20 assessment lien, because the existing assessment lien was extinguished by the foreclosure  
21 auction pursuant to NRS 116.3116 and the CC&RS.
- 22 26. Further, on September 30, 2010, the Collection Agent filed another "Notice of Delinquent  
23 Assessment Lien" against Plaintiff and the Unit, this time stating, "Total amount due through  
24 today's date is \$6,050.14." (Ex. 7).
- 25 27. However, this was a false statement. Plaintiff did not owe said amount to the Defendant  
26 because the assessment lien upon which the demand amount was based was extinguished by  
27 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.

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- 1 28. Further, on October 14, 2010, the Collection Agent sent Plaintiff another letter stating, "As of  
2 the date the lien was prepared, the total amount due, including collection fees and costs is  
3 \$6,050.14 (also called the balance due or debt.")(Ex. 8).
- 4 29. However, this was a false statement. Plaintiff did not owe said amount to the Defendant  
5 because the assessment lien upon which the demand amount was based was extinguished by  
6 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.
- 7 30. Further, on October 18, 2010, the Collection Agent sent Plaintiff another letter stating, "Per  
8 your request, the current balance for the above property is \$6287.94." (Ex. 9).
- 9 31. However, this was a false statement. Plaintiff did not owe said amount to the Defendant  
10 because the assessment lien upon which the demand amount was based was extinguished by  
11 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.
- 12 32. On November 18, 2010, Defendant caused to be filed with the Clark County, Nevada,  
13 Recorder's Office, a Notice of Default against Plaintiff and the Unit. (Ex. 10).
- 14 33. The Notice of Default stated that \$7,349.50 was due and owing by Plaintiff for delinquent  
15 assessments.
- 16 34. However, this was a false statement. Plaintiff did not owe said amount to the Defendant  
17 because the assessment lien upon which the demand amount was based was extinguished by  
18 the foreclosure auction pursuant to NRS 116.3116 and the CC&RS.
- 19 35. In short, Defendant and/or the agents of Defendant have been, and are demanding and  
20 collecting amounts of monies from Plaintiff that pursuant to NRS §116.3116 and the CC&RS  
21 have been legally extinguished by the trustee's sale of the first mortgage lender ("Unlawful  
22 Lien Amounts,") leaving only the Super Priority Lien, if any, as the lawful amount to be  
23 demanded and collected by Defendant from Plaintiff.
- 24 36. Through the demanding and/or collecting of the Unlawful Lien Amounts from Plaintiff, and  
25 maintaining a lien for an incorrect amount on the Unit, Defendant currently is in violation of  
26 NRS §116 and the common laws of the State of Nevada.
- 27  
28

- 1 37. Further, Plaintiff has purchased a unit within Defendant association whereby Plaintiff and the  
2 Defendant became bound by the provisions of the Defendant's CC&RS.
- 3 38. Defendant's CC&R's contain provisions ("Mortgagee Protection Provisions") whereby the  
4 Defendant's assessment lien is subordinate to the first mortgage lender and is extinguished by  
5 the foreclosure of a first mortgage lender but for an amount equaling 6 times the Defendant's  
6 monthly assessment amount (provided an action to collect the lien had been instituted by  
7 Defendant).
- 8 39. Defendant has demanded and/or collected amounts of money from Plaintiff that pursuant to  
9 the CC&RS' Mortgagee Protection Provisions have been extinguished by the trustee's sale of  
10 the first mortgage lender ("Excessive CC&R Amounts").
- 11 40. Instead of informing Plaintiff that only a limited number of monthly assessments were due  
12 pursuant to the Mortgagee Protection Provisions of the CC&RS, the Defendant or the agents of  
13 Defendant issued inaccurate written or oral demands to Plaintiff for hundreds or thousands of  
14 dollars in excess of any amount permitted under the CC&RS.
- 15 41. Defendant or the agents of Defendant misrepresented to Plaintiff that Defendant had the legal  
16 right to demand, collect and receive from Plaintiff the Excessive CC&R Amounts when,  
17 pursuant to the Mortgagee Protection Provisions of the CC&RS, Defendant did not.
- 18 42. The Excessive CC&R Amounts were extinguished as against Plaintiff pursuant to the  
19 Mortgagee Protection Provisions of the CC&RS at foreclosure and were not due and owing  
20 from Plaintiff.
- 21 43. Under unlawful threat of the continuing liens and clouds on his title and/or issuance of  
22 inaccurate demands and/or institution of wrongful foreclosure proceedings by Defendant or the  
23 agents of Defendant, Plaintiff is being forced to pay the Excessive CC&R Amounts to the  
24 Defendant or the agents of Defendant.
- 25 44. Defendant's demand and collection of Excessive CC&R Amounts violate the Defendant's  
26 CC&RS and the common laws of the State of Nevada.



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1 45. Defendant's and Defendant's agent's misrepresentations that amounts are owed in excess of  
2 what is permitted by the CC&RS violate the CC&RS, NRS §116, NRS §598 and the common  
3 laws of the State of Nevada.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract**

6 46. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein  
7 by this reference.

8 47. Defendant and Plaintiff are bound by the provisions of the CC&RS.

9 48. Defendant's or Defendant's agent's acts of demanding and/or collecting the Excessive CC&R  
10 Amounts and other acts as described herein, constitute a breach of the CC&RS by Defendant.  
11 49. Defendant's or Defendant's agent's acts of filing and maintaining liens and other recorded  
12 notices for the Excessive CC&R Amounts on the Unit constitutes a breach of the CC&RS by  
13 Defendant.

14 50. As a result of Defendant's actions as herein described, Plaintiff has suffered damages.

15 51. As a result of Defendant's actions as herein described, Plaintiff has been forced to incur costs  
16 and fees in the prosecution of this action and has been required to hire an attorney and incur  
17 attorney fees and costs to which Plaintiff hereby makes claim and to which Plaintiff is entitled.

18 **SECOND CAUSE OF ACTION**

19 **Breach of Implied Covenant of Good Faith and Fair Dealing**

20 52. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein  
21 by this reference.

22 53. A covenant of good faith and fair dealing is implied in the CC&RS.

23 54. Defendant, through its actions and omissions as above described, frustrated Plaintiff's  
24 reasonable and justified expectations with respect to the Unit and the CC&RS.

25 55. Defendant breached the covenant of good faith and fair dealing contained in the CC&RS by  
26 performing in a manner that was unfaithful to the purpose of the CC&RS as above described.

27

28

1 56. As a result of Defendant's or Defendant's agents' actions as herein described, Plaintiff has  
2 suffered damages.

3 57. As a result of Defendant's actions as herein described, Plaintiff has been forced to incur costs  
4 and fees in the prosecution of this action and has been required to hire an attorney and incur  
5 attorney fees and costs to which Plaintiff hereby makes claim and to which Plaintiff is entitled.

6 **THIRD CAUSE OF ACTION**

7 **Violation of NRS 116**

8 58. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein  
9 by this reference.

10 59. Defendant's demand for the Unlawful Lien Amounts and the maintaining of a lien in excess  
11 of the Super Priority Lien constitutes a breach of Nevada Revised Statutes §116.3116.

12 60. Pursuant to Nevada Revised Statutes §116.4117, Plaintiff has a civil action for damages  
13 against Defendant which includes punitive damages for Defendant's willful and material failure  
14 to comply with Nevada Revised Statutes §116.3116.

15 61. As described above, Defendant, by itself or through its agents, willfully and materially failed  
16 to comply with Nevada Revised Statutes §116.3116.

17 62. As a result of Defendant's or Defendant's agents' actions as herein described, Plaintiff has  
18 suffered damages.

19 63. As a result of Defendant's actions as herein described, Plaintiff has been forced to incur costs  
20 and fees in the prosecution of this action and has been required to hire an attorney and incur  
21 attorney fees and costs to which Plaintiff hereby makes claim and to which Plaintiff is entitled.

22 **FOURTH CAUSE OF ACTION**

23 **Negligent Misrepresentation**

24 64. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein  
25 by this reference.

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65. Defendant claimed a pecuniary interest in the Excessive CC&R Amounts and the Unlawful Lien Amounts upon which demands against the Unit were maintained through liens, collection demands, and various publicly recorded documents.

66. Defendant demanded, claimed and/or collected monies from Plaintiff pursuant to the Unlawful Lien Amounts and Excessive CC&R Amounts in the course of Defendant's business as a Nevada homeowners' association by representing that Plaintiff owed such amounts to Defendant and that Defendant had the legal or contractual right to collect, claim, demand and receive such amounts.

67. Defendant's representations and demands of the Excessive CC&R Amounts and Unlawful Lien Amounts were wholly inaccurate statements of the true amounts, if any, owed by Plaintiff.

68. Through Defendant's or Defendant's agent's multiple, repeated and improper demands upon Plaintiff to satisfy the Excessive CC&R Amounts and Unlawful Lien Amounts, Defendants supplied false information to Plaintiffs.

69. Defendant failed to exercise reasonable care or competence in the obtaining and communicating said information.

70. As a result of Defendant's or Defendant's agent's actions as herein described, Plaintiff has suffered damages.

71. As a result of Defendant's actions as herein described, Plaintiff has been forced to incur costs and fees in the prosecution of this action and has been required to hire an attorney and incur attorney fees and costs to which Plaintiff hereby makes claim and to which Plaintiff is entitled.

#### **FIFTH CAUSE OF ACTION**

##### **Breach of Fiduciary Duty**

72. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein by this reference.

73. In its capacity as a statutory homeowners' association with all the rights, duties and obligations imposed upon it by law and contract, Defendant owed a fiduciary duty to Plaintiff as an owner of a unit located within the common interest community of the association, and as a member

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1 of said association. Thus, Plaintiff had the right to expect trust and confidence in the integrity  
2 and fidelity of Defendant, such that Defendant owed to Plaintiff a fiduciary duty.

3 74. Defendant's or Defendant's agent's actions as described above, including but not limited to  
4 their multiple, repeated, inaccurate and improper demanding of Plaintiff to satisfy the  
5 Excessive CC&R Amounts and Unlawful Lien Amounts, and/or Defendant's or Defendant's  
6 agent's receipt and retention of said amounts, and/or Defendant's or Defendant's agent's  
7 clouding of Plaintiff's title to the Unit via inaccurate liens, and the hiring and retention of the  
8 Collection Agent which regularly violated NRS 116, NRS 649, and NRS 598 in the collection  
9 of such amounts constitute of breach of the fiduciary duty which Defendant owed to Plaintiff.

10 75. As a result of Defendant's or Defendant's agent's actions as herein described, Plaintiff has  
11 suffered damages.

12 76. As a result of Defendant's actions as herein described, Plaintiff has been forced to incur costs  
13 and fees in the prosecution of this action and has been required to hire an attorney and incur  
14 attorney fees and costs to which Plaintiff hereby makes claim and to which Plaintiff is entitled.

### 15 SIXTH CAUSE OF ACTION

#### 16 Injunctive Relief

17 77. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein  
18 by this reference.

19 78. Plaintiff seeks injunctive relief against Defendant to enjoin it from filing, claiming, or asserting  
20 any demands for Excessive CC&R Amounts or Unlawful Lien Amounts or any unlawful or  
21 improper amounts related thereto, or from filing, claiming, or asserting liens, encumbrances  
22 or other notices against the Unit for such amounts or any unlawful or improper amounts related  
23 thereto, or from instituting or assisting in the instituting of any process in furtherance of the  
24 foreclosure of liens based in whole or in part on such amounts against the Unit, or from  
25 unlawfully or improperly interfering with or obstructing the business of Plaintiff, or from  
26 violating any laws relating to the collection of such amounts or maintaining any liens related  
27 to such amounts.

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## SEVENTH CAUSE OF ACTION

### **Declaratory Relief**

79. The allegations of all previous paragraphs above are hereby re-alleged and incorporated herein by this reference.

80. Nevada has adopted the Uniform Declaratory Judgments Act (the "Act").

81. The Act permits persons whose rights, status or other legal relations affected by a statute or municipal ordinance to have determined by a court of competent jurisdiction any question of construction or validity arising under the statute or ordinance and obtain a declaration of rights, status or other legal relations thereunder.

82. Plaintiff's and Defendant's rights, status and legal relations are affected by Nevada Revised Statutes §116.3116.

83. Therefore, Plaintiff seeks a declaration of rights from this Court which declares that:

- a. Pursuant to Nevada Revised Statutes §116.3116, Defendant had a lien for any assessment or fine levied against a delinquent homeowner's unit within the Defendant association from the time the delinquent homeowner's assessment or fine became due; and
- b. Defendant's lien was junior to the first security interest of the delinquent homeowner's unit's first mortgage lender except for a certain, limited and specified portion of the lien as defined in Nevada Revised Statutes §116.3116 which remained senior to the first security interest of the delinquent homeowner's unit's first mortgage lender, provided that Defendant had instituted an "action" to enforce its lien (the "**Super Priority Lien**"); and
- c. On and after October 1, 2009, the statutory formula for calculating the Super Priority Lien was as follows: the lien is prior to the first security interest on the unit only to the extent of any charges incurred by the Association on the unit pursuant to NRS 116.310312 and only to the extent of the assessments for common expenses which are based on the periodic budget adopted by the

Associations pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien unless federal regulations adopted by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association require a shorter period of priority for the lien; and

- d. Defendant, in contravention of Nevada Revised Statutes §116.3116, has unlawfully demanded from Plaintiff amounts in excess of the Super Priority Lien to which it has no legal entitlement.

84. The Act permits persons interested under a deed, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

85. Plaintiff's and Defendant's rights, status and legal relations are affected by Defendant's CC&RS.

86. Therefore, Plaintiff seeks a declaration of rights from this Arbitrator which declares that:

- a. Pursuant to Mortgagee Protection Provisions of the Defendant's CC&RS, Defendant's assessment lien was junior to the first security interest of the delinquent homeowner's unit's first mortgage lender except for a certain, limited and specified portion of the lien as defined in the Mortgagee Protection Provisions of the Defendant's CC&RS (6 months of assessments,) and
- b. Defendant, in contravention of the Mortgagee Protection Provisions of the Defendant's CC&R's has demanded monies from Plaintiff in order to satisfy Defendant's claimed liens or demands, said monies constituting the Excess CC&R Amounts and, therefore, said monies have been improperly demanded by Defendant in breach of the CC&RS.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff expressly reserving his right to amend this pleading at the time of,  
3 or prior to trial or arbitration, pray for judgment against Defendant as follows:

- 4 A. For general damages;  
5 B. For declaratory relief and injunctive relief as set forth herein;  
6 C. For reasonable attorneys' fees and costs of suit of litigation thereof as damages and  
7 under applicable statutes and/or as special damages;  
8 D. For pre and post judgement interest at the statutory rate as may be applicable;  
9 E. For punitive and trebled damages;  
10 F. For an accounting of monies improperly taken or demanded from Plaintiff; and  
11 G. For any further legal and equitable relief that this Arbitrator may deem just and  
12 equitable.

13 Dated this 10 day of September, 2011.

14 ADAMS LAW GROUP, LTD.



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Attorneys for Plaintiff

## **EXHIBIT B**



  
CLERK OF THE COURT

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21 [nelovelock@hollandhart.com](mailto:nelovelock@hollandhart.com)

22 *Attorneys for Defendants Horizons At Seven Hills*  
23 *Homeowners Association*

24 **DISTRICT COURT**

25 **CLARK COUNTY, NEVADA**

26 IKON HOLDINGS, LLC, a Nevada limited  
27 liability company,

28 Plaintiff,

29 vs.

30 HORIZONS AT SEVEN HILLS  
31 HOMEOWNERS ASSOCIATION; and DOES  
32 1 through 10; and ROE ENTITIES 1 through  
33 10 inclusive,

34 Defendants.

Case No. : A-11-647850-B  
Dept. No.: XIII

**ORDER DENYING PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

**ORDER GRANTING DEFENDANT'S  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

Hearing Date: March 12, 2012

Hearing Time: 9:00 a.m.

35 This matter came before the Court on March 12, 2012, for hearing on Plaintiff's Motion  
36 for Summary Judgment and on Defendant's Countermotion for Summary Judgment. James R.  
37 Adams, Esq. of the Adams Law Group and Puoy Premsrirut, Esq. of the law firm of Brown,  
38 Brown & Premsrirut appeared on behalf of Plaintiff Ikon Holdings, LLC ("Ikon"). Patrick J.

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DISTRICT COURT DEPT# 13

1 Reilly, Esq. of the law firm of Holland & Hart LLP and Eric W. Hinckley, Esq. of the law firm  
2 of Alverson, Taylor, Mortensen, and Sanders appeared on behalf of Defendant Horizons at Seven  
3 Hills Homeowners Association ("Horizons"). After carefully considering the briefs and  
4 arguments of counsel, this Court makes the following findings of fact and conclusions of law:

5 I.

6 FINDINGS OF FACT

7 1. On or around June 28, 2010, Scott Ludwig purchased certain real property located  
8 at 950 Seven Hills Drive, Suite 1411, Henderson, Nevada 89052 (the "Property") at a foreclosure  
9 sale conducted by the holder of a first deed of trust against the Property.

10 2. The Property is located within Horizons.

11 3. Horizons had previously recorded a Notice of Delinquent Assessment Lien on  
12 June 17, 2009 and a Notice of Default and Election to Sell Under Homeowners Association Lien  
13 on August 4, 2009. Both of these recordings occurred prior to the foreclosure sale, in the amount  
14 of \$4,289.50, with the amount of the lien to increase until the amount became current.

15 4. Shortly after the foreclosure sale, on July 14, 2010, Mr. Ludwig transferred title  
16 of the Property to Ikon. .

17 5. On or around September 30, 2010, Horizons recorded another Notice of  
18 Delinquent Assessment Lien ("Lien") against the Property.

19 6. Ikon disputed and did not pay any of the amounts demanded by Horizons.

20 7. Ikon did not begin making payments to Horizons until May 2011 when it began  
21 making regular monthly assessments to the Property.

22 8. It is undisputed that, as of the date of the hearing, Ikon had not paid any amount  
23 owed.

24 II.

25 CONCLUSIONS OF LAW

26 The Nevada Rules of Civil Procedure provide, in pertinent part, as follows:

27 A party against whom a claim . . . is sought may, at any  
28 time, move with or without supporting affidavits for a  
summary judgment in the party's favor as to all or any part

thereof . . . the judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

NRCP 56. Summary judgment must be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” NRCP 56(c). In *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005), the Nevada Supreme Court embraced the summary judgment standard set forth in seminal United States Supreme Court cases such as *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986), *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986), and *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986). Under this standard, summary judgment is designed to secure the just, speedy, and inexpensive determination of every action where appropriate. *Celotex*, 477 U.S. at 327.

Once the moving party demonstrates the absence of a genuine issue of material fact, the nonmoving party must show the existence of a genuine issue of material fact to avoid summary judgment. *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 172 P.3d 131, 134 (2007). Nevada law no longer allows the nonmoving party to merely raise the “slightest doubt” about the facts. *Wood*, 121 Nev. at 731, 121 P.3d at 1031. Thus, the nonmoving party cannot merely “build a case on the gossamer threads of whimsy, speculation, and conjecture.” *Id.* at 732, 121 P.3d at 1031 (quotation omitted). The nonmoving party must present *genuine* issues of *material* fact to avoid summary judgment. *Id.*, 121 P.3d at 1031.

In the instant case, Plaintiff’s causes of action beyond those for Declaratory Relief and Injunctive Relief are not sustainable under the undisputed factual scenario involved in this case. It is undisputed that Plaintiff did not pay any of the SPL amount demanded and liened by Horizons, even the amounts it concedes it owes. As a result, Plaintiff has not suffered or incurred any damages that could be recovered under the First, Second, Third, Fourth and Fifth Causes of Action pleaded in Plaintiff’s Complaint. In sum, this is not a case seeking attorney’s fees and

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1 costs for a slander of title. *See Horgan v. Felton*, 123 Nev. 577, 583-86, 170 P.3d 982 (2007).  
2 Further, the Court does not consider that the theories pleaded by Plaintiff have been shown to  
3 involve genuine issues of material fact as to damages that are otherwise recoverable under those  
4 causes of action.

5 \* \* \*

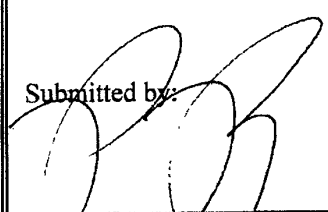
6 Accordingly, this Court hereby DENIES Plaintiff's Motion for Summary Judgment and  
7 GRANTS Defendant's Countermotion for Summary Judgment in its entirety. This Order is  
8 without prejudice to Plaintiff's effort to seek attorney's fees and costs based upon whatever  
9 statutory or contractual premise that may or may not be applicable.

10 IT IS SO ORDERED.

11 DATED this 13<sup>th</sup> day of April, 2012.

12  
13   
DISTRICT COURT JUDGE PM

14  
15 Submitted by:

16   
17  
18 Patrick J. Reilly, Esq.  
19 Nicole E. Lovelock, Esq.  
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21 Attorneys for Defendants Horizons At Seven Hills  
22 Homeowners Association  
23  
24  
25  
26  
27  
28

# **EXHIBIT C**

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1 **ORD**  
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22 Attorneys for Plaintiff

23 **DISTRICT COURT**  
24 **CLARK COUNTY, NEVADA**

25 **IKON HOLDINGS, LLC, a Nevada limited liability**  
26 **company,**

27 Plaintiff,

28 vs.

**HORIZONS AT SEVEN HILLS HOMEOWNERS**  
**ASSOCIATION, and DOES 1 through 10 and ROE**  
**ENTITIES 1 through 10 inclusive,**

Defendant.

Case No: A-11-647850-C  
Dept: No. 13

**ORDER**

21  
22 THIS MATTER having come before the Court on June 11, 2012, for hearing on Plaintiff's  
23 Motion for Summary Judgment on Declaratory Relief and on Defendant's Counter-Motion for  
24 Summary Judgment. James R. Adams, Esq., of Adams Law Group, Ltd., and Puoy K. Premsrirut,  
25 Esq., of Puoy K. Premsrirut, Esq., Inc., appeared on behalf of the Plaintiff. Eric Hinckley, Esq., of  
26 Alverson, Taylor, Mortensen & Sanders and Patrick Reilly, Esq., of Holland & Hart appeared on  
27 behalf of the Defendant. The Court, having considered the papers submitted in connection with such  
28 item(s) and heard the arguments made on behalf of the parties and then taken the matter under  
advisement for further consideration, and for good cause appearing hereby rules:

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DISTRICT COURT DEPT#13 9412

1 WHEREAS, on 7/6/2005, Defendant, a Nevada homeowners' association, recorded in the  
2 Clark County, Nevada, Recorder's Office, the Declaration of Covenants Conditions & Restrictions  
3 and Reservations of Easements for Horizon at Seven Hills Homeowners Association ("CC&RS");  
4 and

5 WHEREAS, on 6/28/2010, Scott M. Ludwig purchased APN 177-35-610-137 (the "Unit")  
6 at a foreclosure auction of the prior owner's first mortgage lender ("6/28/2010 Foreclosure  
7 Auction"); and

8 WHEREAS, the Unit is located with Defendant homeowners' association; and

9 WHEREAS, on 7/14/2010, Scott M. Ludwig transferred the Unit by quit claim deed to  
10 Plaintiff ("Ikon Deed"); and

11 ~~WHEREAS, on 9/30/2010 Defendant filed a Notice of Delinquent Assessment Lien against~~  
12 Plaintiff and the Unit for \$6,050.14 ("Notice of Delinquent Assessment Lien"); and

13 WHEREAS, on 10/18/2010 Defendant sent Plaintiff a letter stating, "Per your request, the  
14 current balance for the above property is \$6,287.94." (the "10/18/10 Collection Letter"); and

15 WHEREAS, pursuant to the spreadsheet of fees and costs attached to the 10/18/10 Collection  
16 Letter, Defendant's monthly assessments were \$190.00; and

17 WHEREAS, the Unit, being located within Defendant homeowners' association, is subject  
18 to NRS 116 (Common Interest Ownership Uniform Act) and the CC&RS; and

19 WHEREAS, the Court has determined that a justiciable controversy exists in this matter as  
20 Plaintiff has asserted a claim of right against Defendant under NRS §116.3116 and Sections 7.8 and  
21 7.9 of the Defendant's CC&RS and Defendant has an interest in contesting said claim, the present  
22 controversy is between persons or entities whose interests are adverse, both parties seeking  
23 declaratory relief have a legal interest in the controversy (i.e., a legally protectible interest), and the  
24 issue involved in the controversy (the meaning and application of NRS 116.3116 and of Sections 7.8  
25 and 7.9 of the CC&RS) is ripe for judicial determination as between the parties. *Kress v. Corey* 65  
26 *Nev. 1, 189 P.2d 352 (1948)*; and

1       WHEREAS, Plaintiff and Defendant, the contesting parties hereto, are clearly adverse and  
2 hold different views regarding the meaning and applicability of Sections 7.8 and 7.9 of the CC&RS  
3 in that Plaintiff maintains that Sections 7.8 and 7.9 of the CC&RS call for a limit on Defendant's  
4 prioritized portion of its homeowners' association lien on Plaintiff's Unit to the extent of an amount  
5 equal to 6 months of assessments (i.e., "The lien of the assessments, including interest and costs,  
6 shall be subordinate to the lien of any First Mortgage upon the Unit (except to the extent of Annual  
7 Assessments which would have become due in the absence of acceleration during the six (6) months  
8 immediately preceding institution of an action to enforce the lien)") and further maintains that  
9 Sections 7.8 and 7.9 of the CC&RS do not violate the statutory lien limit as noted in NRS  
10 116.3116(2) as the CC&RS call for a lesser amount for the prioritized portion of the lien than does  
~~11 NRS 116.3116(2). Conversely, Defendant maintains there are either two prioritized liens (one~~  
12 contractual and one statutory) and/or that Sections 7.8 and 7.9 of Defendant's CC&RS violate NRS  
13 116.3116(2) in that Sections 7.8 and 7.9 call for a lesser amount for the prioritized portion of the lien  
14 than does NRS 116.3116(2) and, therefore, the prioritized portion of Defendant's lien must equal  
15 the greater amount as noted in NRS 116.3116(2); and

16       WHEREAS, Plaintiff has a legal interest in the controversy as it was Plaintiff's money which  
17 had been demanded by Defendant and it was Plaintiff's Unit that had been the subject of a  
18 homeowners' association assessment lien by Defendant; and

19       WHEREAS the issue of the meaning, application and interpretation of Sections 7.8 and 7.9  
20 of the CC&RS in conjunction with NRS §116.3116 is ripe for determination in this case as the  
21 present controversy is real, it exists now, and it affects the parties hereto; and

22       WHEREAS, therefore, the Court finds that issuing a declaratory judgment relating to the  
23 meaning and interpretation of Sections 7.8 and 7.9 of the CC&RS in conjunction with NRS  
24 §116.3116 would terminate some of the uncertainty and controversy giving rise to the present  
25 proceeding; and

26       WHEREAS, pursuant to NRS §30.040 Plaintiff and Defendant are parties whose rights,  
27 status or other legal relations are affected by Sections 7.8 and 7.9 of the CC&RS and they may,  
28



1 therefore, have determined by this Court any question of construction or validity arising under said  
2 Sections and obtain a declaration of rights, status or other legal relations thereunder; and

3 WHEREAS, regarding priority of homeowner association assessment liens, Section 7.8 and  
4 7.9 of the CC&RS state the following:

5 Section 7.8 Mortgagee Protection. Notwithstanding all other  
6 provisions hereof, no lien created under this Article 7, nor the  
7 enforcement of any provision of this Declaration shall defeat or  
8 render invalid the rights of the Beneficiary under any Recorded First  
9 Deed of Trust encumbering a Unit, made in good faith and for value;  
10 provided that after such Beneficiary or some other Person obtains title  
11 to such Unit by judicial foreclosure, other foreclosure, or exercise of  
12 power of sale, such Unit shall remain subject to this Declaration and  
13 the payment of all installments of assessments accruing subsequent  
14 to the date such Beneficiary or other Person obtains title, subject to  
15 the following. The lien of the assessments, including interest and  
16 costs, shall be subordinate to the lien of any First Mortgage upon  
17 the Unit (except to the extent of Annual Assessments which would  
18 have become due in the absence of acceleration during the six (6)  
19 months immediately preceding institution of an action to enforce  
20 the lien). The release or discharge of any lien for unpaid assessments  
21 by reason of the foreclosure or exercise of power of sale by the First  
22 Mortgagee shall not relieve the prior Owner of his personal obligation  
23 for the payment of such unpaid assessments.

24 Section 7.9 Priority of Assessment Lien. Recording of the  
25 Declaration constitutes Record notice and perfection of a lien for  
26 assessments. A lien for assessments, including interest, costs, and  
27 attorneys' fees, as provided for herein, shall be prior to all other  
28 liens and encumbrances on a Unit, except for: (a) liens and  
encumbrances Recorded before the Declaration was Recorded; (b) a  
first Mortgage Recorded before the delinquency of the  
assessment sought to be enforced (except to the extent of Annual  
Assessments which would have become due in the absence of  
acceleration during the six (6) months immediately preceding  
institution of an action to enforce the lien), and (c) liens for real  
estate taxes and other governmental charges, and is otherwise subject  
to NRS § 116.3116. The sale or transfer of any Unit shall not affect  
an assessment lien. However, subject to foregoing provision of this  
Section 7.9, the sale or transfer of any Unit pursuant to judicial or  
non-judicial foreclosure of a First Mortgage shall extinguish the lien  
of such assessment as to payments which became due prior to such  
sale or transfer. No sale or transfer shall relieve such Unit from lien  
rights for any assessments which thereafter become due. Where the  
Beneficiary of a First Mortgage of Record or other purchaser of  
a Unit obtains title pursuant to a judicial or nonjudicial  
foreclosure or "deed in lieu thereof," the Person who obtains title  
and his or her successors and assigns shall not be liable for the  
share of the Common Expenses or assessments by the Association  
chargeable to such Unit which became due prior to the

1 acquisition of title to such Unit by such Person (except to the  
2 extent of Annual Assessments which would have become due in  
3 the absence of acceleration during the six (6) months immediately  
4 preceding institution of an action to enforce the lien). Such  
5 unpaid share of Common Expenses and assessments shall be  
6 deemed to become expenses collectible from all of the Units,  
7 including the Unit belonging to such Person and his or her  
8 successors and assigns.

9 WHEREAS, the Court is persuaded that Plaintiff's position is correct relative to the  
10 component and ceiling issues contained in its Motion relating to Sections 7.8 and 7.9 of the CC&RS  
11 in that pursuant to said Sections, Defendant's prioritized portion of its lien may include assessments  
12 and "... interest, costs, and attorneys' fees..." but, pursuant to Sections 7.8 and 7.9 of the CC&RS,  
13 is only prior to the first mortgage holder, "... to the extent of Annual Assessments which would have  
14 become due in the absence of acceleration during the six (6) months immediately preceding  
15 institution of an action to enforce the lien...."

16 THE COURT, THEREFORE, DECLARES, ORDERS, ADJUDGES AND DECREES as  
17 follows:

- 18 1. Defendant's Counter-Motion for Summary Judgment is DENIED and Plaintiff's Motion for  
19 Partial Summary Judgment on Declaratory Relief is GRANTED IN PART to the extent that  
20 it seeks the following declarations:

21 Defendant, in contravention of Nevada Revised Statutes §116.3116,  
22 has unlawfully demanded from Plaintiff amounts in excess of the  
23 Super Priority Lien to which it has no legal entitlement.

24 Pursuant to Sections 7.8 and 7.9 of the Defendant's CC&RS,  
25 Defendant's lien was junior to the first security interest of the Unit's  
26 first mortgage lender except for a certain, limited and specified  
27 portion of the lien as defined in Sections 7.8 and 7.9 of the CC&RS  
28 (i.e., an amount equal to 6 months of assessments,) and

Defendant, in contravention of Sections 7.8 and 7.9 of the  
Defendant's CC&RS has improperly demanded monies from Plaintiff  
in order to satisfy Defendant's claimed liens or demands which  
exceeded a figure equaling 6 months of assessments, thereby  
violating the CC&RS.

2. NRS 116.3116(1) states what can be the subject of a homeowners' association's general  
assessment lien on a unit and NRS 116.3116(2) states what the statutory limits are to the  
prioritized portion of the assessment lien, i.e., that portion of a homeowners' association's

1 lien which, after the foreclosure of a unit's first trust deed holder, is superior to the first trust  
2 deed as a matter of law (See Order entered January 19, 2012).

3 3. A homeowners' association's lien against a unit located within its association is contractually  
4 created, perfected and noticed by the recording of the CC&RS (See NRS 116.3116(4)).

5 4. To the extent that provisions of CC&RS call for a lesser amount for the prioritized portion  
6 of the assessment lien than does NRS 116.3116(2), the lesser amount shall be utilized as the  
7 prioritized portion of the lien.

8 5. NRS 116.1206 states:

9 NRS 116.1206 Provisions of governing documents in violation of  
10 chapter deemed to conform with chapter by operation of law;  
procedure for certain amendments to governing documents.

11 ~~1. Any provision contained in a declaration, bylaw or other~~  
12 governing document of a common-interest community that violates  
the provisions of this chapter:

13 (a) Shall be deemed to conform with those provisions by  
14 operation of law, and any such declaration, bylaw or other governing  
document is not required to be amended to conform to those  
15 provisions.

16 (b) Is superseded by the provisions of this chapter, regardless of  
17 whether the provision contained in the declaration, bylaw or other  
governing document became effective before the enactment of the  
provision of this chapter that is being violated.

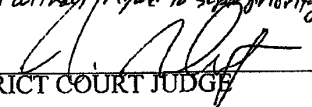
18 6. Defendant maintains that NRS 116.3116(2) and Sections 7.8 and 7.9 are conceptually  
19 separate and, in effect, create two separate liens. The Court disagrees. There is but a single  
20 lien which is created, perfected and noticed by the recording of the CC&RS (See NRS  
21 116.3116(4)).

22 7. The Court further disagrees with Defendant's position that the provisions of NRS 116.1206  
23 are to the effect that lesser amounts for the prioritized portion of the Defendant's lien which  
24 is called for by the CC&RS (Sections 7.8 and 7.9) are automatically elevated to the limits  
25 provided for by NRS 116.3116(2) if such lesser amounts are inconsistent with what is  
26 permitted by NRS 116.3116(2). The Court disagrees because the language of subsection (1)  
27 of NRS 116.1206 refers to any provision in the CC&RS that " ... violates the provisions of  
28

1 this chapter ...." The Court determines that the language in Defendant's CC&RS (Section  
2 7.8 and 7.9) which calls for a lesser amount for the prioritized portion of the lien than does  
3 NRS 116.3116(2) does not "violate" the statutory prioritized lien limit as provided for in  
4 NRS 116.3116(2) because the amounts called for in the CC&RS do not exceed the limit  
5 called for by NRS 116.3116(2), but in fact are within the limit. Thus, the amount of the  
6 prioritized portion of a homeowners' association's lien as called for in CC&RS does not need  
7 to rise to the maximum level as noted in NRS 116.3116(2), as a lesser amount as called for  
8 in the CC&RS does not "violate" NRS 116.3116(2).

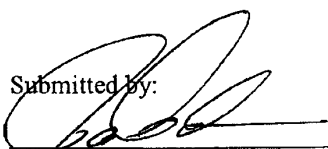
- 9 8. While the Court has ruled that interest, costs and other fees may be included in the prioritized  
10 portion of the lien as long as the prioritized portion of the lien does not exceed an amount  
11 ~~equal to 6 months of assessments as noted in Section 7.8 and 7.9 of the CC&RS at this time;~~

12 however, the Court is not extending its declaratory relief ruling to the specific monetary  
13 amounts referenced in Plaintiff's Motion for Summary Judgment at pages 9 and 10. *Now*  
14 *is the Court at this time addressing issues of attorney's fees and costs pursuant to NRS 18.010(2),*  
*NRS 18.010(2), or NRS 116.3116(7) without regard to superpriority? 2*  
IT IS SO ORDERED.

15   
DISTRICT COURT JUDGE

16 Date 7/19/12 pm

17 Submitted by:

18   
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3

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## **EXHIBIT D**

**REGISTER OF ACTIONS**  
**CASE NO. A-11-647850-B**

**Ikon Holdings LLC, Plaintiff(s) vs. Horizons at Seven Hills Homeowners Association, Defendant(s)**

Case Type: **Business Court**  
Date Filed: **09/06/2011**  
Location: **Department 13**  
Conversion Case Number: **A647850**  
Supreme Court No.: **63178**

## PARTY INFORMATION

**Defendant Horizons at Seven Hills Homeowners Association**

**Lead Attorneys**  
**Kurt Bonds**  
*Retained*  
7023847000(W)

**Plaintiff      Ikon Holdings LLC**

**James R. Adams**  
*Retained*  
7028387200(W)

## EVENTS & ORDERS OF THE COURT

03/12/2013	Bench Trial (9:00 AM) (Judicial Officer Denton, Mark R.)
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## Minutes

02/26/2013 9:00 AM

03/12/2013 9:00 AM

- At request of Court Counsel met with the Court in Chambers prior to trial start. They advised that they have stipulated to several matters and will place it on record without calling witnesses. ON THE RECORD at 9:10 A.M.

- All counsel stipulated that pursuant to the Court's prior decisions the only remaining issue is for Injunctive Relief. Mr. Bond and Mr. Reilly noted that although the HOA is not stipulating to the amount of the pre-acquisition foreclosure amount, but, will abide by the Court's decision of a \$190.00 monthly assessment for a period of six (6) months, Totaling \$1,140.00 to be paid by Plaintiff Ikon Holdings LLC. Mr. Reilly reiterated that the lien will now be released and will prevent the necessity for the Preliminary Injunction, now rendered moot. Counsel confirmed that the \$1,140.00 has been paid and the Court can now enter that amount as final judgment. Mr. Reilly noted they will be filing an Appeal pursuant to NRS 116. COURT NOTED the resolution of parties. It was also noted that the issue of attorney fees is one for post-judgment relief and is not before the Court today. Counsel stipulated to the admission of Joint Exhibits 1-45, lodged with the Clerk. Mr. Adams confirmed he will prepare a proposed Judgment with the Final Order and present it to opposing counsel prior to submission to the Court.

**EXHIBITS LODGED WITH THE CLERK'S OFFICE  
(JOINT 1-45)**

Parties Present  
Return to Register of Actions

## **EXHIBIT E**



BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY, WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES AND AWARD DAMAGES, EACH CLAIMANT, BY ACCEPTANCE OF A DEED TO A UNIT HEREBY WAIVES AND COVENANTS NOT TO ASSERT ANY CONSTITUTIONAL RIGHT TO TRIAL BY JURY OR ANY DISPUTE, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATING TO DESIGN AND CONSTRUCTION DEFECTS NOT COVERED UNDER THE EXPRESS LIMITED WARRANTY, AND MISREPRESENTATION FOR FAILURE TO DISCLOSE MATERIAL FACTS, EACH CLAIMANT, BY ACCEPTANCE OF A DEED TO A UNIT, COVENANTS AND AGREES THAT THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON EACH CLAIMANT'S AND DECLARANT'S RESPECTIVE SUCCESSORS AND ASSIGNS AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF SUCH PERSON(S) OR THEIR SUCCESSORS AND ASSIGNS.

#### ARTICLE 17 ADDITIONAL PROVISIONS

Section 17.1 **Term.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successive Owners and assigns, until terminated in accordance with NRS § 116.2116.

Section 17.2 **Effect of Provisions of Declaration.** Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration (i) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Properties or in any Unit is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in the Properties or in any Unit by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of the Association and with and for the benefit of any other Owner; (iii) shall be deemed a real covenant by Declarant for itself, its successors and assigns and also an equitable servitude, running, in each case, as a burden with and upon the title to the Properties and each Unit for the benefit of the Properties and each Unit; and (iv) shall be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Properties and each Unit in favor of the Association.

Section 17.3 **Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Properties hereby consents and agrees, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Properties, or any portion thereof.

Section 17.4 **Enforcement.** Subject to Sections 5.2 and 5.3 above, and 17.16 through 15.18 inclusive, below, the Governing Documents may be enforced by the Association as follows:

(a) Enforcement shall be subject to the overall "good neighbor" policy underlying and controlling this Declaration and this Community (in which the Owners seek to enjoy a quality lifestyle), and the fundamental governing policy of courtesy and reasonability.

(b) Breach of any of the provisions contained in this Declaration or the Bylaws or the continuation of any such breach may be enjoined, abated or remedied by appropriate legal or equitable proceedings instituted, in compliance with applicable Nevada law, by any Owner, including Declarant so long as Declarant owns a Unit, by the Association, or by the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in such amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. Each Owner shall have a right of action against the Association for any material, unreasonable and continuing failure by the Association to comply with material and substantial provisions of this Declaration, or of the Bylaws or Articles.

(c) The Association shall have the right to enforce the obligations of any Owner under any material provision of this Declaration, by assessing a reasonable fine as a Specific Assessment against such Owner or Resident, and/or suspending the right of such Owner to vote at meetings of the Association and/or the right of the Owner or Resident to use Common Elements, (other than ingress and egress over Private Streets, by the most reasonably direct route, to the Unit), subject to the following:

(i) the person alleged to have violated the material provision of the Declaration must have had written notice (either actual or constructive, by inclusion in a Recorded document) of the provision and the alleged violation for at least thirty (30) days before the alleged violation; and

(ii) such use and/or voting suspension may not be imposed for a period longer than thirty (30) days per violation, provided that if any such violation continues for a period of ten (10) days or more after actual notice of such violation has been given to such Owner or Resident, each such continuing violation shall be deemed to be a new violation and shall be subject to the imposition of new penalties;

(iii) notwithstanding the foregoing, each Owner shall have an unrestricted right of ingress and egress to his or her Unit by the most reasonably direct route over and across the relevant streets;

(iv) no fine imposed under this Section may exceed the maximum amount(s) permitted from time to time by applicable provision of Nevada law for each failure to comply. No fine may be imposed until the Owner or Resident has been afforded the right to be heard. In person, by submission of a written statement, or through a representative, at a regularly noticed hearing (unless the violation is of a type that substantially and imminently threatens the health, safety and/or welfare of the Owners and Community, in which case, the Board may take expedited action, as the Board may deem reasonable and appropriate under the circumstances, subject to the limitations set forth in Section 5.2, 5.3, and/or 5.8 above);

(v) if any such Specific Assessment imposed by the Association on an Owner or Resident by the Association is not paid or reasonably disputed in writing delivered to the Board by such Owner or Resident (in which case, the dispute shall be subject to reasonable attempts at resolution through mutual discussions and mediation) within thirty (30) days after

written notice of the imposition thereof, then such Specific Assessment shall be enforceable pursuant to Articles 6 and 7 above; and

(vi) subject to Section 5.3 above and Section 17.18 below, and to applicable Nevada law (which may first require mediation or arbitration), the Association may also take judicial action against any Owner or Resident to enforce compliance with provisions of the Governing Documents, or other obligations, or to obtain damages for noncompliance, all to the fullest extent permitted by law.

(d) **Responsibility for Violations.** Should any Resident violate any material provision of the Declaration, or should any Resident's act, omission or neglect cause damage to the Common Elements, then such violation, act, omission or neglect shall also be considered and treated as a violation, act, omission or neglect of the Owner of the Unit in which the Resident resides. Likewise, should any guest of an Owner or Resident commit any such violation or cause such damage to Common Elements, such violation, act, omission or neglect shall also be considered and treated as a violation, act, omission or neglect of the Owner or Resident. Reasonable efforts first shall be made to resolve any alleged material violation, or any dispute, by friendly discussion in a "good neighbor" manner, followed (if the dispute continues) by informal mediation by the ARC or Board (and/or mutually agreeable or statutorily authorized third party mediator). Fines or suspension of voting privileges shall be utilized only as a "last resort"; after all reasonable efforts to resolve the issue by friendly discussion or informal mediation have failed.

(e) The result of every act or omission whereby any of the provisions contained in this Declaration or the Bylaws are materially violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

(f) The remedies herein provided for breach of the provisions contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(g) The failure of the Association to enforce any of the provisions contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

(h) If any Owner, his or her Family, guest, licensee, lessee or invitee violates any such provisions, the Board may impose a reasonable Specific Assessment upon such Owner for each violation and, if any such Specific Assessment is not paid or reasonably disputed in writing to the Board (in which case, the dispute shall be referred to mediation and then to resolution through mutual discussion and mediation within thirty (30) days after written notice of the imposition thereof is given), and if such assessment is not paid or reasonably disputed in writing, the Board may suspend the voting privileges of such Owner. Such Specific Assessment shall be collectible in the manner provided hereunder, but the Board shall give such Owner appropriate Notice and Hearing before invoking any such Specific Assessment or suspension.

Section 17.5 Amendment. Except as otherwise provided in this Declaration, and except in cases of amendments that may be executed by a Declarant or by the Association or by certain Owners (as enumerated in NRS §116.2117), this Declaration, including the Plat, may only be amended by both: (a) the affirmative vote and/or written consent of Owners constituting at least two-thirds (2/3) of the total voting power of the Association, and (b) the written consent of at least

a majority of the total voting power of the Board. Notwithstanding the foregoing, termination of this Declaration and any of the following amendments, to be effective, must be approved in writing by at least sixty-seven percent (67%) of the Eligible Holders at the time of such amendment or termination, based upon one (1) vote for each first Mortgage owned:

(a) Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Beneficiaries, insurers and guarantors of first Mortgages as provided in Articles 7, 10, 11, and 12 hereof.

(b) Any amendment which would necessitate a Mortgagee, after it has acquired a Unit through foreclosure, to pay more than its proportionate share of any unpaid Assessment or Assessments accruing after such foreclosure.

(c) Any amendment which would or could result in a Mortgage being canceled by forfeiture, or in a Unit not being separately assessed for tax purposes.

(d) Any amendment relating to the insurance provisions as set out in Article 11 hereof, or to the application of insurance proceeds as set out in Article 11 hereof, or to the disposition of any money received in any taking under condemnation proceedings.

(e) Any amendment which would or could result in termination or abandonment of the Properties or subdivision of a Unit, in any manner inconsistent with the provisions of this Declaration.

(f) Any amendment which would subject any Owner to a right of first refusal or other such restriction if such Unit is proposed to be sold, transferred or otherwise conveyed.

(g) Any amendment materially and substantially affecting: (i) voting rights; (ii) rights to use the Common Elements; (iii) reserves and responsibility for maintenance, repair and replacement of the Common Elements; (iv) leasing of Units; (v) establishment of self-management by the Association where professional management has been required by any Beneficiary, insurer or guarantor of a first Mortgage; (vi) boundaries of any Unit; and (vii) Assessments, Assessment liens, or the subordination of such liens.

Notwithstanding the foregoing, if a first Mortgagee who receives a written request from the Board to approve a proposed termination, amendment or amendments to the Declaration does not deliver a negative response to the Board within thirty (30) days of the mailing of such request by the Board, such first Mortgagee shall be deemed to have approved the proposed termination, amendment or amendments. Notwithstanding anything contained in this Declaration to the contrary, nothing contained herein shall operate to allow any Mortgagee to: (a) deny or delegate control of the general administrative affairs of the Association to the Members or the Board; (b) prevent the Association or the Board from commencing, intervening in or settling any litigation or proceeding; or (c) prevent any trustee or the Association from receiving and distributing any proceeds of insurance, except pursuant to NRS §116.31133 and §116.31135.

A copy of each amendment shall be certified by at least two (2) Officers, and the amendment shall be effective when a Certificate of Amendment is Recorded. The Certificate, signed and sworn to by at least two (2) Officers, that the requisite number of Owners have either voted for or consented in writing to any termination or amendment adopted as provided above, when Recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. The certificate

reflecting any termination or amendment which requires the written consent of any of the Eligible Holders of first Mortgages shall include a certification that the requisite approval of such Eligible Holders has been obtained. Until the first Close of Escrow for the sale of a Unit, Declarant shall have the right to terminate or modify this Declaration by Recordation of a supplement hereto setting forth such termination or modification.

Notwithstanding all of the foregoing, for so long as Declarant owns a Unit, Declarant shall have the power from time to time to unilaterally amend this Declaration to correct any scrivener's errors, to clarify any ambiguous provision, to modify or supplement the Exhibit hereto, to make, and to process through appropriate governmental authority, minor revisions to the Plat, and otherwise to ensure that the Declaration conforms with the requirements of applicable law. Additionally, by acceptance of a deed from Declarant conveying any real property located in the Community, whether or not so expressed in such deed, the grantee thereof covenants that Declarant shall be fully empowered and entitled (but not obligated) at any time thereafter, and appoints Declarant as attorney in fact, in accordance with NRS §§ 111.450 and 111.460, of such grantee and his or her successors and assigns, to unilaterally execute and Record, and to make, and to process through appropriate governmental authority, any and all minor revisions to the Plat deemed appropriate by Declarant in its reasonable discretion.

If any change is made to the Governing Documents, the Secretary (or other designated Officer) shall, within 30 days after the change is made, prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner, a copy of the change made.

Section 17.6. **Non-Avoidance.** No Owner through non-use or abandonment of his or her Unit may avoid the burdens imposed on such Owner by this Declaration.

Section 17.7. **No Public Right of Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Properties to the public, or for any public use.

Section 17.8. **Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Properties does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

Section 17.9. **Protection of Encumbrances.** Notwithstanding any other provision hereof, no amendment, violation, breach of, or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any Mortgage, deed of trust or other lien on any Unit taken in good faith and for value and recorded prior to the time of Recording of notice of such amendment, violation, breach or failure to comply. Any subsequent Owner of such Unit shall, however, take subject to this Declaration, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

Section 17.10. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Common Elements. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular

shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

Section 17.11. **Severability.** Invalidation of any portion or provision of this Declaration by judgment or court order shall in no way affect any other portions and provisions, which shall remain in full force and effect to the maximum extent possible.

Section 17.12. **Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three (3) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 17.13. **Priorities and Inconsistencies.** Subject to Section 5.8 above, and Section 17.16 below: (a) the Governing Documents shall be construed to be consistent with one another to the extent reasonably possible; (b) if there exist any irreconcilable conflicts or inconsistencies among the Governing Documents, the terms and provisions of this Declaration shall prevail (unless and to the extent only that a term or provision of this Declaration fails to comply with provision of NRS Chapter 116 applicable hereto); (c) in the event of any inconsistency between the Articles and Bylaws, the Articles shall prevail; and (d) in the event of any inconsistency between the Rules and Regulations and any other Governing Document, the other Governing Document shall prevail.

Section 17.14. **Limited Liability.** Except to the extent, if any, expressly prohibited by applicable Nevada law, neither Declarant nor Association, and/or none of their respective directors, officers, any committee representatives, employees, or agents, shall be liable to any Owner or any other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was reasonable or in good faith. The Association shall indemnify every present and former Officer and Director and every present and former Association committee representative against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

Section 17.15. **Business of Declarant.** Except to the extent expressly provided herein or as required by applicable provision of NRS Chapter 116, no provision of this Declaration shall be applicable to limit or prohibit any act of Declarant, or its agents or representatives, in connection with or incidental to Declarant's sale of Units in the Properties, so long as any Unit therein owned by Declarant remains unsold.

Section 17.16. **Compliance with Applicable Law.** Notwithstanding any other provision set forth herein, it is the intent of Declarant that this Declaration and the other Governing Documents shall be enforceable pursuant to their respective terms, to the maximum extent permissible under the Act or other applicable law. Without limiting the foregoing, in the event any provision of this Declaration or other Governing Document is found to irreconcilably violate any applicable provision of the Act, or other applicable law, or any section respectively thereof, such violating provision of the relevant Governing Document shall be deemed automatically modified (or deleted, if necessary) to the minimum extent necessary to conform to the Act and/or other applicable law.

Section 17.17. **Declarant's Right to Repair.** Whether or not so stated in the deed, each Owner, by acquiring title to a Unit, and the Association, by acquiring title to any Common Element, shall conclusively be deemed to have agreed: (a) to promptly provide Declarant with specific written notice from time to time of any improvement requiring correction or repair(s) for which Declarant

is or may be responsible, and (b) following delivery of such written notice, to reasonably permit Declarant (and/or Declarant's contractors and agents) to inspect the relevant improvement, and to take reasonable steps, if necessary or appropriate, to undertake and to perform corrective or repair work, and (c) to reasonably permit entry by Declarant (and Declarant's contractors and agents) upon the Unit or Common Element (as applicable) from time to time in connection therewith and/or to undertake and to perform such inspection and such work; and (d) that Declarant shall unequivocally be entitled (i) to specific prior written notice of any such corrective or repair work requested (and shall not be held responsible for any corrective or repair work in the absence of such written notice), (ii) to inspect the relevant improvement, and (iii) to take reasonable steps in Declarant's reasonable judgment, to undertake and to perform any and all necessary or appropriate corrective or repair work. The foregoing portion of this Section 17.17 shall not be deemed to modify or toll any applicable statute of limitation or repose, or any contractual or other limitation pertaining to such work.

**Section 17.18 Arbitration.** Any dispute that may arise between the Association, subject to the procedural requirements set forth in Section 6.3, above, and/or Owner of a Unit, and Declarant or any person or entity who was involved in the construction of any Common Element or any Unit shall be resolved by submitting such dispute to arbitration before a mutually acceptable arbitrator who will render a decision binding on the parties which can be entered as a judgment in court pursuant to NRS 38.000 et. seq. The arbitration shall be conducted according to the provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. If the parties to the dispute fail to agree upon an arbitrator within forty-five (45) days after an arbitrator is first proposed by the party initiating arbitration, either party may petition the American Arbitration Association for the appointment of an arbitrator. Declarant has the right to assert claims against any contractor, subcontractor, person or entity, who may be responsible for any matter raised in the arbitration and to name said contractor, subcontractor, person, or entity as an additional party to the arbitration. Upon selection or appointment of the arbitrator, the parties shall confer with the arbitrator who shall establish a discovery schedule which shall not extend beyond ninety (90) days from the date the arbitrator is selected or appointed unless for good cause shown such period is extended by the arbitrator or such period is extended by the consent of the parties. If Declarant assents a claim against a contractor, subcontractor, person, or entity, the discovery period may be extended, at the discretion of the arbitrator, for a period not to exceed one hundred twenty (120) days. The arbitration of a dispute between or among the Declarant, the Association, or any Owner of a Unit shall not be consolidated with any other proceeding unless Declarant chooses to consolidate the same with another similar proceeding brought by the Association or any Owner of a Unit. The arbitrator shall convene the arbitration hearing within one hundred twenty days (120) from the time the arbitrator is selected or appointed. Upon completion of the arbitration hearing, the arbitrator shall render a decision within ten (10) days. The date for convening the hearing may be adjusted by the arbitrator to accommodate extensions of discovery and the addition of parties or by consent of the parties. However, unless extraordinary circumstances exist, the hearing shall be convened no later than one hundred eighty (180) days from the date the arbitrator is appointed. To the extent practicable, any hearing convened pursuant to this provision shall continue, until completed, on a daily basis. The prevailing party shall be entitled to recover its attorney's fees and costs. The costs of the arbitration shall be borne equally by the parties thereto.

**Section 17.19 No Waiver.** Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

**Section 17.20 Further Assurances.** The Association and each Owner hereby agree to do such further acts and execute and deliver such further instruments as may reasonably be required to effectuate the intent of this Declaration.

## ARTICLE 18 ARCHITECTURAL CONTROL

**Section 18.1 ARC.** The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC," shall consist of three (3) committee members; provided, however, that such number may be increased or decreased from time to time by resolution of the Board. Notwithstanding the foregoing, Declarant shall have the sole right and power to appoint and/or remove all of the members to the ARC until the end of the Declarant Rights Period; provided that Declarant, in its sole discretion, by written instrument, may at any earlier time turn over to the Board the power to appoint the members to the ARC; thereafter, the Board shall appoint all members of the ARC. A member of the ARC may be removed at any time, without cause, by the Person who appointed such member. Unless changed by resolution of the Board, the address of the ARC for all purposes, including the submission of plans for approval, shall be at the principal office of the Association as designated by the Board.

**Section 18.2 Review of Plans and Specifications.** The ARC shall consider and act upon any and all proposals, plans and specifications, drawings, and other information or other items (collectively in this Article 18, "plans and specifications") submitted, or required to be submitted, for ARC approval under this Declaration and shall perform such other duties as from time to time may be assigned to the ARC by the Board, including the right to inspection of construction in progress to assure conformance with plans and specifications approved by the ARC.

(a) With the exception of any such activity of Declarant, no construction, alteration, grading, addition, excavation, relocation, exterior repainting, installation, modification, or reconstruction of any improvement, shall be commenced or maintained by any Owner, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted by an Owner ("Applicant") to, and approved in writing by, the ARC. No design or construction activity of Declarant shall be subject to ARC approval. The ARC shall approve plans and specifications submitted for its approval only if the ARC deems, in its business judgment, that: (1) the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole; (2) the appearance of any structure affected thereby will be in harmony with other structures in the vicinity; (3) the construction will not detract from the beauty, wholesomeness and attractiveness of the Common Elements or the enjoyment thereof by the Members; and (4) the upkeep and maintenance will not become a burden on the Association; and (5) the plans and specifications are subject to and comply with the noise abatement provisions set forth in this Declaration.

(b) The ARC may condition its review and/or approval of plans and specifications for any improvement upon any one or more of all of the following conditions: (1) such changes therein as the ARC deems appropriate; (2) agreement by the Applicant to grant appropriate easements to the Association for the maintenance of the improvement; (3) agreement of the Applicant to reimburse the Association for the costs of maintenance; (4) agreement of the Applicant to submit "as-built" record drawings certified by a licensed architect or engineer which describe the improvements in detail as actually constructed upon completion of the improvement; (5) payment or reimbursement, by Applicant, of the ARC and/or its members for their actual costs incurred in considering the plans and specifications; and/or (6) agreement by the Applicant to furnish to the ARC a cash deposit or other security acceptable to the ARC in an amount reasonably sufficient to

# **EXHIBIT F**



STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO  
*Attorney General*

KEITH G. MUNRO  
*Assistant Attorney General*

JIM SPENCER  
*Chief of Staff*

May 5, 2008

Mendy K. Elliott  
Director  
Department of Business and Industry  
901 South Stewart Street, Suite 1003  
Carson City, Nevada 89701-5453

Dear Ms. Elliott:

You have requested an Attorney General's opinion concerning whether the Commission for Common Interest Communities and Hotel Condominiums and its Administrative Law Judges (elsewhere referred to as "hearing panels") have jurisdiction over issues and/or disputes, concerning or arising out of a common interest community's governing documents, which are not alleged violations of NRS Chapter 116 ("governing document disputes").

QUESTION

Does the Commission for Common Interest Communities and Hotel Condominiums (Commission) or a hearing panel appointed by the Commission have jurisdiction to determine whether a violation of the governing documents of a common interest community has occurred, to decide how the governing documents will be interpreted or applied and/or to direct that any action be taken, or discipline imposed as a result?

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...

Mendy K. Elliott  
May 5, 2008  
Page 2

### ANALYSIS

Pursuant to NRS 116.049, the "governing documents" consist of the following:

1. The declaration for the common interest community;
2. The articles of incorporation, articles of association, articles of organization, certificate of registration, certificate of limited partnership, certificate of trust or other documents that are used to organize the association for the common interest community;
3. The bylaws and rules of the association; and
4. Any other documents that govern the operation of the common interest community or the association.

NRS 116.665 (1) requires the Commission to conduct such hearings and proceedings as are required by the provisions of NRS Chapter 116. The Commission is authorized by NRS 116.675 to delegate its power to conduct hearings, determine violations, and impose fines, penalties or other discipline, to a hearing panel or hearing panels. Thus a hearing panel has the same jurisdiction as the Commission to the extent it has delegated those powers. The procedure for hearing complaints is set forth in NRS 116.770.

The Commission has jurisdiction, through NRS 116.750, to take appropriate action against a person who commits a "violation." "Violation" as used in NRS 116.745-116.795, inclusive, is defined, specifically in NRS 116.745, as follows: "unless the context otherwise requires, 'violation' means a violation of any provision of this chapter [116], any regulation adopted pursuant thereto or any order of the Commission or a hearing panel."

The process through which a matter proceeds through the Real Estate Division to a hearing before the Commission is specifically limited, at each level, to include only "violations" as defined in NRS 116.745. Governing document disputes arise from differences of opinion concerning the interpretation, application or enforcement of a common interest community's governing documents. Chapter 116 does not give the Commission or its Administrative Law Judges jurisdiction to consider or render decisions concerning such disputes.

The consistent use of the narrow definition for "violation" throughout the pertinent provisions of NRS 116 reinforces the clear intent that governing document disputes be excluded from the Commission's jurisdiction. It is well established that, where a statute is clear and unambiguous on its face, a court may not look beyond the language of the statute to determine the legislature's intent. *Westpark Owners' Association v. Eighth Jud. Dist. Ct.*, 123 Nev. \_\_\_, 167 P.3d 421, 427 (Adv. Op. 37, Sept. 20, 2007); *Sheriff v. Witzenburg*, 122 Nev. 1056, 145 P.3d 1002, 1005 (2006); *McKay v. Board of Supervisors*, 102 Nev. 644, 730 P.2d 438, 441 (1986). The provisions of NRS 116 discussed above are unambiguous and therefore should be interpreted in accordance with the plain meaning of the words and phrases utilized.

Mendy K. Elliott  
May 5, 2008  
Page 3

The process through which a violation proceeds to the Commission is described in NRS 116.745 et. seq. The process begins with the filing of an affidavit by a person aggrieved "by an alleged violation." NRS 116.760. Upon receipt of an affidavit which complies with NRS 116.760, the affidavit is referred to the Ombudsman who "... shall give such guidance to the parties as the Ombudsman deems necessary to assist the parties to resolve the alleged violation." NRS 116.765(1). If the parties are unable to resolve the violation with the Ombudsman's assistance, the matter is referred to the Division for investigation of the alleged violation. NRS 116.765(3)(4). Based upon the outcome of the investigation, a matter may move forward to a hearing before the Commission or a hearing panel. To initiate a hearing before the Commission, the Administrator for the Division must file a formal complaint. A complaint filed with the Commission must allege violations of NRS 116, for purposes of NRS 116.765(5) and 116.770.

NRS 116.1206 provides that any provision contained in a governing document of a common interest community which violates Chapter 116 shall be deemed to conform with the chapter by operation of law, obviating any need for a common interest community to amend its governing documents to bring them into compliance with current law. Therefore, the contents of a common interest community's governing documents, in and of themselves, are not an appropriate basis for alleging a violation of Chapter 116, and hence, are not subject to the Commission's jurisdiction.

Further support for our opinion that there is no intent for the Commission to be involved with governing document disputes is found in NRS 116.755(3), which provides, "In carrying out the provisions of NRS 116.745 to 116.795, inclusive, the Commission or a hearing panel shall not intervene in any internal activities of an association *except to the extent necessary to prevent or remedy a violation.*" [Emphasis added]

The Commission, therefore, does not have jurisdiction over the interpretation, application, or enforcement of the provisions of a common interest community's governing documents, except to the extent that violations of Chapter 116 have occurred. A hearing panel has no broader jurisdiction than the Commission, and governing document issues are equally beyond the jurisdiction of a hearing panel. An Administrative Law Judge (ALJ) is a hearing panel as defined in NRS 116.675(1).

#### CONCLUSION

The jurisdiction of the Commission and its appointed Administrative Law Judges, is limited to "violations" as defined in NRS 116.745. Neither the Commission nor its Administrative Law Judges have jurisdiction to consider or take any action concerning

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Mendy K. Elliott  
May 5, 2008  
Page 4

the interpretation, application, or enforcement of a common interest community's governing documents, where there is not a violation of the provisions of NRS Chapter 116 or an order of the Commission.

Sincerely,

CATHERINE CORTEZ MASTO  
Attorney General

By: 

NANCY D. SAVAGE  
Senior Deputy Attorney General  
(702) 486-3192

NDS: efb

A-11-647850-B

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Business Court**

**COURT MINUTES**

**May 28, 2013**

A-11-647850-B

Ikon Holdings LLC, Plaintiff(s)

vs.

Horizons at Seven Hills Homeowners Association, Defendant(s)

May 28, 2013

9:00 AM

Motion to Retax

HEARD BY: Denton, Mark R.

COURTROOM: RJC Courtroom 12A

COURT CLERK: Roshonda Mayfield

RECORDER: Cynthia Georgilas

REPORTER:

PARTIES

PRESENT:

**JOURNAL ENTRIES**

- Court advised a stipulation to continue this matter was received in chambers. Therefore, COURT ORDERED, matter OFF CALENDAR.

PRINT DATE: 05/29/2013

Page 1 of 1

Minutes Date:

May 28, 2013

1 SUPP

2 ADAMS LAW GROUP, LTD  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W Sahara Avenue, Suite 260  
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9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
10 Attorneys for Plaintiff

11 PUOY K. PREMSRIRUT, ESQ., INC.  
12 Puoy K, Premsrirut, Esq.  
13 Nevada Bar No. 7141  
14 520 S Fourth Street, 2<sup>nd</sup> Fl  
15 Las Vegas, NV 89101  
16 (702) 384-5563  
17 (702) 385-1752 Fax  
18 [pppremsrirut@brownlawlv.com](mailto:pppremsrirut@brownlawlv.com)  
19 Attorneys for Plaintiff

20 **DISTRICT COURT**  
21 **CLARK COUNTY, NEVADA**

22 IKON HOLDINGS, LLC, a Nevada limited liability  
23 company,

24 Plaintiff,

25 vs.

26 HORIZONS AT SEVEN HILLS HOMEOWNERS  
27 ASSOCIATION, and DOES 1 through 10 and ROE  
28 ENTITIES 1 through 10 inclusive,

29 Defendant.

Case No: A-11-647850-B  
Dept: No. 13

30 **SUPPLEMENT TO MEMORANDUM OF COSTS AND DISBURSEMENTS**

31 Attached are documents supporting Plaintiff's Cost Memo. The Court Clerk's Office  
32 maintains records of costs expended in any particular Eighth Judicial District Court litigation.  
33 Attached is the docket printout which includes costs paid to the Court by both Plaintiff and  
34 Defendant. Following is a summary of Plaintiff's court costs (filing fees) as listed on the attached  
35 Ex. 1.

36 **Plaintiff Ikon Holdings LLC - Filing Fees**

37 09/06/2011	Wiznet Receipt # 2011-99399-CCCLK	Ikon Holdings LLC	270.00
38 11/03/2011	Wiznet Receipt # 2011-125050-CCCLK	Ikon Holdings LLC	1,260.00
11/08/2011	Wiznet Receipt # 2011-126806-CCCLK	Ikon Holdings LLC	200.00

1 01/17/2012 Wiznet Receipt # 2012-06084-CCCLK Ikon Holdings LLC 200.00  
2 02/09/2012 Wiznet Receipt # 2012-19326-CCCLK Ikon Holdings LLC 3.50  
3 03/02/2012 Wiznet Receipt # 2012-28399-CCCLK Ikon Holdings LLC 3.50  
4 03/30/2012 Wiznet Receipt # 2012-41477-CCCLK Ikon Holdings LLC 200.00  
5 **Ex. 2 contains other related costs in this matter:**  
6 12/29/2010 Nevada Real Estate Division \$50.00  
7 1/13/2011 Southern Nevada Process Service \$45.00  
8 4/14/2011 Arbitration and Mediation Solutions \$350.00  
9 7/7/2011 Arbitration and Mediation Solutions \$200.00  
10 9/16/2011 Southern Nevada Process Service \$45.00

11  
12  
13 By:



14 JAMES R. ADAMS, ESQ.  
15 Nevada Bar No. 6874  
16 8010 W Sahara Avenue, Suite 260  
17 Las Vegas, Nevada 89117  
18 (702) 838.7200  
19 (702) 838.3636 fax  
20 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
21 Attorneys for Plaintiff  
22  
23  
24  
25  
26  
27  
28

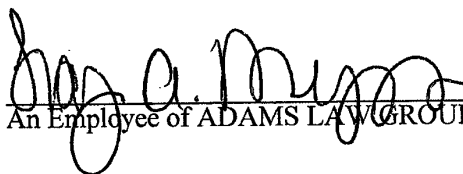
1  
2 **CERTIFICATE OF SERVICE**

3 Pursuant to NRCP 5(b), I certify that I am an employee of ADAMS LAW GROUP,  
4 LTD., and that on this 29<sup>th</sup> day of May, 2013, I caused the above and foregoing document titled:  
5 SUPPLEMENT TO MEMORANDUM OF COSTS AND DISBURSEMENTS to be served as  
6 follows:

- 7 ☒ by placing same to be deposited for mailing in the United States Mail, in a sealed  
8 envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or  
9 ☐ by facsimile or email transmission pursuant to EDCR 7.26, to the facsimile number(s)  
10 and/or email address shown below and in the confirmation sheet herewith. Consent to  
11 service under NRCP 5(b)(2)(D) shall be assumed unless an objection to service by  
12 facsimile transmission is made in writing and sent to the sender via facsimile within 24  
13 hours of receipt of this Certificate of Service; and/or  
14 ☐ to be hand-delivered; to the attorneys listed below at the address and/or facsimile number  
15 indicated below:

16 Patrick Reilly, Esq.  
17 Holland & Hart  
18 9555 Hillwood Dr., Second Floor  
19 Las Vegas, NV 89134  
20 Attorney for Defendant

21 Kurt Bonds, Esq.  
22 Alverson Taylor Mortensen and Sanders  
23 7401 W. Charleston Blvd.  
24 Las Vegas, NV 89117-1401  
25 Attorney for Defendant

26  
27  
28  
  
An Employee of ADAMS LAW GROUP, LTD.

Ex. 1

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location : District Court Civil/Criminal [Help](#)

**REGISTER OF ACTIONS**

CASE No. A-11-647850-B

Ikon Holdings LLC, Plaintiff(s) vs. Horizons at Seven Hills Homeowners Association, Defendant(s)

§  
§  
§  
§  
§  
§  
§

Case Type: **Business Court**  
Date Filed: **09/06/2011**  
Location: **Department 13**  
Conversion Case Number: **A647850**  
Supreme Court No.: **63178**

**PARTY INFORMATION**

Defendant	Horizons at Seven Hills Homeowners Association	Lead Attorneys <b>Kurt Bonds</b> <i>Retained</i> 7023847000(W)
Plaintiff	Ikon Holdings LLC	James R. Adams <i>Retained</i> 7028387200(W)

**EVENTS & ORDERS OF THE COURT**

**DISPOSITIONS**

04/11/2013 **Judgment** (Judicial Officer: Denton, Mark R.)  
Debtors: Ikon Holdings LLC (Plaintiff)  
Creditors: Horizons at Seven Hills Homeowners Association (Defendant)  
Judgment: 04/11/2013, Docketed: 04/18/2013  
Total Judgment: 1,140.00

**OTHER EVENTS AND HEARINGS**

09/06/2011 **Case Opened**

09/06/2011 **Complaint**  
*Complaint*

09/08/2011 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

09/23/2011 **Affidavit of Service**  
*Affidavit of Service of Horizons at Seven Hills Homeowners Association*

11/03/2011 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

11/03/2011 **Initial Appearance Fee Disclosure**  
*Initial Appearance Fee Disclosure*

11/03/2011 **Answer**  
*Answer to Complaint*

11/04/2011 **Request to Transfer to Business Court**  
*Request to Transfer to Business Court*

11/07/2011 **Motion for Partial Summary Judgment**  
*Motion for Partial Summary Judgment on Issue of Declaratory Relief*

11/08/2011 **Certificate of Service**  
*Certificate of Service re: Motion for Partial Summary Judgment on Issue of Declaratory Relief*

11/30/2011 **Countermotion For Summary Judgment**  
*Defendant Horizons at Seven Hills Homeowners' Association's Opposition to Plaintiff's Motion for Partial Summary Judgment and Countermotion For Summary Judgment*

12/07/2011 **Reply**  
*Reply to Opposition to Motion for Partial Summary Judgment and Opposition to Counter Motion for Summary Judgment*

12/08/2011 **Business Court Order**  
*Business Court Order*

12/12/2011 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)  
*Motion for Partial Summary Judgment on Issue of Declaratory Relief*  
Result: Granted in Part

12/12/2011 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Denton, Mark R.)  
*Defendant Horizons at Seven Hills Homeowners' Association's Opposition to Plaintiff's Motion for Partial Summary Judgment and Countermotion For Summary Judgment*  
Result: Under Advisement

12/12/2011 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)  
*Minutes*  
Result: Matter Heard

12/16/2011 **Decision** (11:20 AM) (Judicial Officer Denton, Mark R.)  
*Decision - Plaintiff's Motion for Partial Summary Judgment and Defendant's Countermotion - 12-12-11*  
*Minutes*  
Result: Granted in Part

01/09/2012 **Mandatory Rule 16 Conference** (2:45 PM) (Judicial Officer Denton, Mark R.)  
*Minutes*  
Result: Matter Heard

01/16/2012 **Motion for Summary Judgment**  
*Motion for Summary Judgment*

01/18/2012 **Certificate of Service**  
*Certificate of Service*

01/18/2012 **Order**  
*Order Re Rule 16 Conference*

01/19/2012 **Order**  
*Order*

01/20/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*

01/30/2012 **Notice of Early Case Conference**  
*Notice of Early Case Conference*

02/06/2012 **Notice of Association of Counsel**  
*Notice of Association of Counsel*

02/06/2012 **Motion for Clarification**  
*Motion For Clarification Or, In The Alternative, For Reconsideration Of Order Granting Summary Judgment On Claim Of Declaratory Relief*

02/06/2012 **Appendix**  
*Appendix of Exhibits To Motion For Clarification Or, In The Alternative, For Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief*

02/08/2012 **Amended Notice**  
*Amended Notice of Early Case Conference*

02/09/2012 **Change of Address**  
*Notice of Change of Firm Address*

02/09/2012 **Notice of Hearing**  
*Notice of Hearing*

02/10/2012 **Joint Case Conference Report**  
*Joint Case Conference Report*

02/14/2012 **Counter-motion For Summary Judgment**  
*Defendant Horizons at Seven Hills Homeowners' Association's Opposition to Plaintiff's Motion for Summary Judgment and Counter-motion For Summary Judgment*

02/16/2012 **CANCELED Status Check: Compliance (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Vacated - per Secretary*  
*Joint Case Conference Report filed 2/10/12*

02/17/2012 **Stipulation and Order**  
*Stipulation & Order to Continue Hearing*

02/23/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*

02/27/2012 **Opposition**  
*Opposition to Motion for Reconsideration*

02/27/2012 **Stipulation and Order**  
*Stipulation & Order to Continue Hearing*

02/28/2012 **Scheduling Order**  
*Scheduling Order*

03/01/2012 **Certificate of Service**  
*Certificate of Service re: Stipulation and Order to Continue Hearing Date*

03/01/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*

03/02/2012 **Stipulation and Order**  
*Stipulation and Order to Continue Hearing on Plaintiff's Motion for Summary Judgment and Defendants' Counter-motion for Summary Judgment*

03/02/2012 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order*

03/06/2012 **Reply in Support**  
*Reply in Support of Motion For Clarification Or, In the Alternative, For Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief*

03/06/2012 **Order Setting Civil Non-Jury Trial**  
*Order Setting Civil Non-Jury Trial And Calendar Call*

03/06/2012 **Reply to Opposition**  
*Reply to Plaintiff's Opposition to Defendant's Counter-Motion for Summary Judgment*

03/07/2012 **Minute Order (3:00 AM)** (Judicial Officer Denton, Mark R.)  
*Minute Order Re Defendant's Motion for Clarification Or, In the alternative, For Reconsideration of Order Granting Summary Judgment*  
*Minutes*

03/12/2012 **Result: Minute Order - No Hearing Held**  
**Motion for Summary Judgment (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Plaintiff's Motion for Summary Judgment*  
*02/21/2012 Reset by Court to 02/27/2012*  
*02/27/2012 Reset by Court to 03/05/2012*  
*03/05/2012 Reset by Court to 03/12/2012*

03/12/2012 **Result: Motion Denied**  
**CANCELED Motion to Clarify (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Vacated - per Judge*  
*Denied Per Minute Order 3/7/2012 Defendant's Motion For Clarification Or, In The Alternative, For Reconsideration Of Order Granting Summary Judgment On Claim Of Declaratory Relief*

03/12/2012 **Opposition and Counter-motion (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Defendant Horizons at Seven Hills Homeowners' Association's Opposition to Plaintiff's Motion for Summary Judgment and Counter-motion For Summary Judgment*  
*02/21/2012 Reset by Court to 02/27/2012*  
*02/27/2012 Reset by Court to 03/05/2012*  
*03/05/2012 Reset by Court to 03/12/2012*

03/12/2012 **Result: Motion Granted**  
**All Pending Motions (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Minutes*



03/16/2012 **Result: Matter Heard**  
**Order**  
*Order*  
 03/20/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*  
 03/27/2012 **Reporters Transcript**  
*Recorder's Transcript of Proceedings Plaintiff's Motion for Summary Judgment/Defendant Horizons at Seven Hills Homeowners Association's Opposition to Plaintiff's Motion for Summary Judgment and Countermotion for Summary Judgment March 12, 2012*  
 03/28/2012 **Decision**  
*Decision*  
 03/28/2012 **Decision** (4:08 PM) (Judicial Officer Denton, Mark R.)  
*Decision on Defendant's Countermotion for Summary Judgment*  
**Minutes**  
**Result: Motion Granted**  
 03/30/2012 **Motion for Summary Judgment**  
*Motion for Summary Judgment on Declaratory Relief*  
 04/16/2012 **Order Denying Motion**  
*Order Denying Plaintiff's Motion For Summary Judgment and Order Granting Defendant's Countermotion For Summary Judgment*  
 04/17/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*  
 04/18/2012 **Stipulation and Order**  
*Stipulation and Order To Continue Hearing and Reset Briefing Schedule*  
 04/19/2012 **Transcript of Proceedings**  
*Transcript Of Proceedings Motions December 12, 2011*  
 04/19/2012 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation and Order*  
 04/25/2012 **Countermotion For Summary Judgment**  
*Opposition To Plaintiff's Third Motion For Summary Judgment and Countermotion For Summary Judgment*  
 05/07/2012 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer Denton, Mark R.)  
**05/07/2012, 06/11/2012**  
*Plaintiff's Motion for Summary Judgment on Declaratory Relief*  
*04/30/2012 Reset by Court to 05/07/2012*  
*05/24/2012 Reset by Court to 05/29/2012*  
*05/29/2012 Reset by Court to 06/11/2012*  
**Result: Matter Continued**  
 05/07/2012 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Denton, Mark R.)  
**05/07/2012, 06/11/2012**  
*Defendant's Opposition To Plaintiff's Third Motion For Summary Judgment and Countermotion For Summary Judgment*  
*05/24/2012 Reset by Court to 05/29/2012*  
*05/29/2012 Reset by Court to 06/11/2012*  
**Result: Matter Continued**  
 05/07/2012 **Stipulation and Order**  
*Stipulation and Order to Continue Hearing*  
 05/07/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)  
**Minutes**  
**Result: Matter Heard**  
 05/09/2012 **Notice of Entry of Stipulation and Order**  
*Notice of Entry Order re Stipulation and Order to Continue Hearing*  
 05/15/2012 **Certificate of Service**  
*Certificate of Service re Efiled Notice of Entry of Order*  
 05/17/2012 **Stipulation and Order**  
*Stipulation and Order to Continue Hearing*  
 05/18/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*  
 05/18/2012 **Reply to Opposition**  
*Reply to Opposition to Motion for Partial Summary Judgment on Issue of Declaratory Relief & Opposition to Counter Motion for Summary Judgment*  
 05/25/2012 **Stipulation and Order**  
*Stipulation and Order To Continue Hearing*  
 05/29/2012 **Notice of Entry of Stipulation and Order**  
*Notice of Entry of Stipulation And Order To Continue Hearing*  
 06/04/2012 **Reply in Support**  
*Reply Memorandum in Support of Countermotion for Summary Judgment*  
 06/08/2012 **Motion to Reconsider**  
*Motion For Reconsideration Of Order Granting Summary Judgment on Claim of Declaratory Relief*  
 06/11/2012 **All Pending Motions** (9:00 AM) (Judicial Officer Denton, Mark R.)  
**Minutes**  
**Result: Matter Heard**  
 06/22/2012 **Decision**  
*Decision*  
 06/22/2012 **Decision** (12:36 PM) (Judicial Officer Denton, Mark R.)  
*Decision on Plt's Motion for Summary Judgment; Deft's Countermotion for Summary Judgment*  
**Minutes**  
**Result: Decision Made**  
 06/27/2012 **Opposition to Motion For Summary Judgment**  
*Opposition to Motion for Reconsider of Order Granting Summary Judgment on Claim of Declaratory Relief*  
 07/05/2012 **Stipulation and Order**  
*Stipulation and Order to Continue Hearing*  
 07/09/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*

07/09/2012 **Reply in Support**  
*Reply in Support of Motion for Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief*

07/12/2012 **Motion For Reconsideration (3:00 AM)** (Judicial Officer Denton, Mark R.)  
*Defendant's Motion For Reconsideration Of Order Granting Summary Judgment on Claim of Declaratory Relief*  
Minutes  
07/09/2012 *Reset by Court to 07/16/2012*  
07/16/2012 *Reset by Court to 07/12/2012*  
Result: Motion Denied

07/20/2012 **Order**  
*Order*

07/24/2012 **Order**  
*Order*

07/25/2012 **Notice of Entry of Order**  
*Notice of Entry of Order*

07/27/2012 **Notice of Entry of Order**  
*Notice of Entry Order*

10/11/2012 **Notice of Taking Deposition**  
*Notice of Taking Deposition*

10/31/2012 **Amended Notice of Taking Deposition**  
*Amended Notice of Taking Deposition*

10/31/2012 **Amended Notice of Taking Deposition**  
*Amended Notice of Taking Deposition of PMK of Ikon Holding, LLC*

10/31/2012 **Amended Notice of Taking Deposition**  
*Second Amended Notice of Taking Deposition of PMK of Ikon Holdings, LLC*

11/01/2012 **Amended Notice of Taking Deposition**  
*Third Amended Notice of Taking Deposition of PMK of Ikon Holdings, LLC*

11/06/2012 **Notice to Vacate Deposition**  
*Notice to Vacate Deposition*

12/11/2012 **Affidavit of Non-Service**  
*Affidavit of Non-Service*

12/11/2012 **Affidavit of Non-Service**  
*Affidavit of Non-Service*

12/11/2012 **Affidavit of Non-Service**  
*Affidavit of Non-Service*

12/11/2012 **Subpoena**  
*Subpoena*

12/11/2012 **Subpoena**  
*Subpoena*

12/11/2012 **Subpoena**  
*Subpoena*

02/19/2013 **Calendar Call (2:00 PM)** (Judicial Officer Denton, Mark R.)  
Parties Present  
Minutes  
Result: Matter Heard

03/11/2013 **Joint Pre-Trial Memorandum**  
*Joint Pre-Trial Memorandum*

03/12/2013 **Bench Trial (9:00 AM)** (Judicial Officer Denton, Mark R.)  
Parties Present  
Minutes  
02/26/2013 *Reset by Court to 03/12/2013*  
Result: Case Settled

04/11/2013 **Judgment**  
*Final Judgment*

04/12/2013 **Notice of Entry of Judgment**

04/16/2013 **Memorandum of Costs and Disbursements**  
*Memo of Costs and Disbursements*

04/25/2013 **Motion to Retax**  
*Motion to Retax to Costs*

05/01/2013 **Judgment**  
*Final Judgment*

05/02/2013 **Motion for Attorney Fees and Costs**  
*Motion for Attorney Fees and Costs*

05/07/2013 **Notice of Entry of Judgment**  
*Notice of Entry of Final Judgment*

05/08/2013 **Certificate of Service**  
*Certificate of Mailing*

05/08/2013 **Notice of Appeal**  
*Notice of Appeal And Notice of Related Cases*

05/08/2013 **Case Appeal Statement**  
*Case Appeal Statement*

05/10/2013 **Notice of Filing Cost Bond**  
*Notice of Filing Cost Bond On Appeal*

05/23/2013 **Opposition to Motion**  
*Opposition to Motion to Retax Costs*

05/24/2013 **Opposition**  
*Opposition to Motion for Attorney's Fees and Costs*

05/28/2013 **Motion to Retax (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Defendant's Motion to Retax to Costs*

06/03/2013 **Motion for Attorney Fees and Costs (9:00 AM)** (Judicial Officer Denton, Mark R.)  
*Plaintiff's Motion for Attorney Fees and Costs*

06/24/2013 Opposition (9:00 AM) (Judicial Officer Denton, Mark R.)  
 Opposition to Motion to Retax Costs

## FINANCIAL INFORMATION

<b>Defendant Horizons at Seven Hills Homeowners Association</b>				1,006.00
Total Financial Assessment				1,006.00
Total Payments and Credits				0.00
<b>Balance Due as of 05/29/2013</b>				
11/03/2011	Transaction Assessment			3.50
11/03/2011	Wiznet	Receipt # 2011-125091-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
11/03/2011	Transaction Assessment			226.50
11/03/2011	Wiznet	Receipt # 2011-125094-CCCLK	Horizon at Seven Hills Homeowners Association	(223.00)
11/03/2011	Wiznet	Receipt # 2011-125095-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/01/2011	Transaction Assessment			203.50
12/01/2011	Wiznet	Receipt # 2011-136891-CCCLK	Horizon at Seven Hills Homeowners Association	(200.00)
12/01/2011	Wiznet	Receipt # 2011-136892-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
02/07/2012	Transaction Assessment			3.50
02/07/2012	Wiznet	Receipt # 2012-17172-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
02/07/2012	Transaction Assessment			3.50
02/07/2012	Wiznet	Receipt # 2012-17198-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
02/07/2012	Transaction Assessment			3.50
02/07/2012	Wiznet	Receipt # 2012-17201-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
02/15/2012	Transaction Assessment			205.50
02/15/2012	Wiznet	Receipt # 2012-21410-CCCLK	Horizon at Seven Hills Homeowners Association	(200.00)
02/15/2012	Wiznet	Receipt # 2012-21411-CCCLK	Horizon at Seven Hills Homeowners Association	(5.00)
03/02/2012	Transaction Assessment			3.50
03/02/2012	Wiznet	Receipt # 2012-28301-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
03/06/2012	Transaction Assessment			3.50
03/06/2012	Wiznet	Receipt # 2012-29611-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
03/07/2012	Transaction Assessment			3.50
03/07/2012	Wiznet	Receipt # 2012-30141-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/16/2012	Transaction Assessment			3.50
04/16/2012	Wiznet	Receipt # 2012-48733-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/17/2012	Transaction Assessment			3.50
04/17/2012	Wiznet	Receipt # 2012-49225-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/18/2012	Transaction Assessment			3.50
04/18/2012	Wiznet	Receipt # 2012-50487-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/20/2012	Transaction Assessment			3.50
04/20/2012	Wiznet	Receipt # 2012-51194-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/25/2012	Transaction Assessment			203.50
04/25/2012	Wiznet	Receipt # 2012-53853-CCCLK	Horizon at Seven Hills Homeowners Association	(200.00)
04/25/2012	Wiznet	Receipt # 2012-53854-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/18/2012	Transaction Assessment			3.50
05/18/2012	Wiznet	Receipt # 2012-63921-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/18/2012	Transaction Assessment			3.50
05/18/2012	Wiznet	Receipt # 2012-64405-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/29/2012	Transaction Assessment			3.50
05/29/2012	Wiznet	Receipt # 2012-67496-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/29/2012	Transaction Assessment			3.50
05/29/2012	Wiznet	Receipt # 2012-67833-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
06/05/2012	Transaction Assessment			3.50
06/05/2012	Wiznet	Receipt # 2012-70359-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
06/08/2012	Transaction Assessment			3.50
06/08/2012	Wiznet	Receipt # 2012-72817-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
07/06/2012	Transaction Assessment			3.50
07/06/2012	Wiznet	Receipt # 2012-85184-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
07/10/2012	Transaction Assessment			3.50
07/10/2012	Wiznet	Receipt # 2012-86153-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
07/10/2012	Transaction Assessment			3.50
07/10/2012	Wiznet	Receipt # 2012-86449-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
10/12/2012	Transaction Assessment			3.50
10/12/2012	Wiznet	Receipt # 2012-127648-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
10/31/2012	Transaction Assessment			5.50
10/31/2012	Wiznet	Receipt # 2012-134921-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
10/31/2012	Transaction Assessment			5.50
10/31/2012	Wiznet	Receipt # 2012-134923-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
10/31/2012	Transaction Assessment			5.50
10/31/2012	Wiznet	Receipt # 2012-135171-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
11/01/2012	Transaction Assessment			3.50
11/01/2012	Wiznet	Receipt # 2012-135990-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
11/07/2012	Transaction Assessment			5.50
11/07/2012	Wiznet	Receipt # 2012-137844-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
12/11/2012	Transaction Assessment			3.50
12/11/2012	Wiznet	Receipt # 2012-151446-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/11/2012	Transaction Assessment			3.50
12/11/2012	Wiznet	Receipt # 2012-151448-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/11/2012	Transaction Assessment			3.50
12/11/2012	Wiznet	Receipt # 2012-151450-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/11/2012	Transaction Assessment			3.50

12/11/2012	Wiznet	Receipt # 2012-151468-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/11/2012	Transaction Assessment			3.50
12/11/2012	Wiznet	Receipt # 2012-151471-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
12/11/2012	Transaction Assessment			3.50
12/11/2012	Wiznet	Receipt # 2012-151475-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
04/25/2013	Transaction Assessment			3.50
04/25/2013	Wiznet	Receipt # 2013-51339-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/08/2013	Transaction Assessment			5.50
05/08/2013	Wiznet	Receipt # 2013-56363-CCCLK	Horizon at Seven Hills Homeowners Association	(5.50)
05/08/2013	Transaction Assessment			27.50
05/08/2013	Wiznet	Receipt # 2013-56526-CCCLK	Horizon at Seven Hills Homeowners Association	(24.00)
05/08/2013	Wiznet	Receipt # 2013-56527-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/08/2013	Transaction Assessment			3.50
05/08/2013	Wiznet	Receipt # 2013-56540-CCCLK	Horizon at Seven Hills Homeowners Association	(3.50)
05/10/2013	Transaction Assessment			3.50
05/10/2013	Wiznet	Receipt # 2013-57828-CCCLK	Horizons at Seven Hills Homeowners Association	(3.50)
05/24/2013	Transaction Assessment			3.50
05/24/2013	Wiznet	Receipt # 2013-64031-CCCLK	Horizons at Seven Hills Homeowners Association	(3.50)
<b>Plaintiff Ikon Holdings LLC</b>				
	Total Financial Assessment			2,137.00
	Total Payments and Credits			2,137.00
	<b>Balance Due as of 05/29/2013</b>			<b>0.00</b>
09/06/2011	Transaction Assessment			270.00
09/06/2011	Wiznet	Receipt # 2011-99399-CCCLK	Ikon Holdings LLC	(270.00)
11/03/2011	Wiznet	Receipt # 2011-125050-CCCLK	Ikon Holdings LLC	(1,260.00)
11/04/2011	Transaction Assessment			1,260.00
11/08/2011	Transaction Assessment			200.00
11/08/2011	Wiznet	Receipt # 2011-126806-CCCLK	Ikon Holdings LLC	(200.00)
01/17/2012	Transaction Assessment			200.00
01/17/2012	Wiznet	Receipt # 2012-06084-CCCLK	Ikon Holdings LLC	(200.00)
02/09/2012	Transaction Assessment			3.50
02/09/2012	Wiznet	Receipt # 2012-19326-CCCLK	Ikon Holdings LLC	(3.50)
03/02/2012	Transaction Assessment			3.50
03/02/2012	Wiznet	Receipt # 2012-28399-CCCLK	Ikon Holdings LLC	(3.50)
03/30/2012	Transaction Assessment			200.00
03/30/2012	Wiznet	Receipt # 2012-41477-CCCLK	Ikon Holdings LLC	(200.00)

Ex. 2

**VOID VOID VOID**  
Adams Law Group, Ltd.  
8661 W. Sahara Ave., Suite 280  
Las Vegas, NV 89117  
Ph: 702-838-7200 Fax: 702-838-3636

PAY TO THE ORDER OF

NRD

Fifty & No/100 Dollars

**VOID VOID VOID**  
US Bank  
8555 W. Sahara Ave.  
Las Vegas, NV 89117  
41691212

12/29/2010

2506

\$ 50.00

DOLLARS

MEMO

SECURITY FEATURES INCLUDED. DETAILS ON BACK

AUTHORIZED SIGNATURE

⑈002506⑈ ⑆121201694⑆ 1537531916⑈

Adams Law Group, Ltd.

12/29/2010 NRED

Invoice Date Invoice No.

12/29/2010

Description

Filing Fee - Ikon Holdings LLC

Matter ID

2142-001

Amount

50.00

2506

ikon

ADAMS LAW GROUP LTD  
8681 W SAHARA AVE STE 280  
LAS VEGAS, NV 89117-5885  
(702) 838-7200

*Ikon Holdings*  
USBANK  
94-169-1212

5121

4/14/2011

AY TO THE Arbitration & Mediation Solutions, Inc.  
ORDER OF

350.00

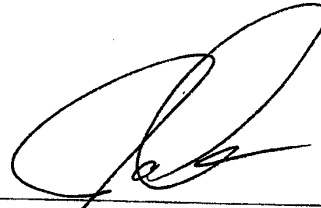
\$

Three Hundred Fifty & No/100 Dollars

DOLLARS

Arbitration & Mediation Solutions, Inc.

MEMO



⑈005121⑈ ⑈121201694⑈ ⑈53753194916⑈

ADAMS LAW GROUP LTD

5121

4/14/2011 Arbitration & Mediation Solutions, Inc.

Invoice Date	Invoice No.	Description	Matter ID	Amount
4/14/2011		Arbitrator Fees Ikon Holdings	2142-001	350.00

ADAMS LAW GROUP LTD

5121

4/14/2011 Arbitration & Mediation Solutions, Inc.

Invoice Date	Invoice No.	Description	Matter ID	Amount
4/14/2011		Arbitrator Fees - Ikon Holdings	2142-001	350.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

**Adams Law Group, Ltd.**

8330 W. Sahara Ave., Suite 290  
Las Vegas, NV 89117  
Ph: 702-838-7200 Fax: 702-838-3636  
adamslawnevada.com

US Bank  
4-169/1212

5285

7/7/2011

PAY  
TO THE  
ORDER OF

Arbitration & Mediation Solutions, Inc.

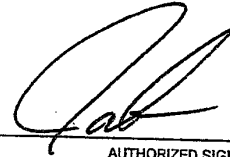
\$200.00

Two Hundred & No/100 Dollars

DOLLARS

Arbitration & Mediation Solutions, Inc.  
5546 Camino Al Norte Ste 2-449  
N. Las Vegas, NV 89031

MEMO



AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈005285⑈ ⑆121201694⑆ 153753194916⑈

Adams Law Group, Ltd.

5285

7/7/2011 Arbitration & Mediation Solutions, Inc.

Invoice Date	Invoice No.	Description	Matter ID	Amount
7/6/2011		Ikon Holdings Arbitration #11-40	2142-001	200.00



## SOUTHERN NEVADA PROCESS SERVICE

1000 Ecos Rd Ste 4170  
 Henderson, NV 89074  
 Phone (702) 319-5300 Fax 319-5301  
 Nevada License Number 662  
 john@southernnevadaprocess.net

## Invoice

46779	
9/16/2011	
Job Number	352-1111
Fed Tax ID # 93-1002109	
Rep	JBE

<b>Bill To</b> ADAMS LAW GROUP, LTD. 8330 W SAHARA AVE STE 290 LAS VEGAS, NEVADA 89117
---

Attorney:	ASSLY SAYYAR, ESQ., NSB ...
Attention:	TONI
Customer Phone	702-838-7200
Customer Fax	702-838-3636

File #	IKON HOLDINGS, LLC	Case #	A-11-647850-C
Date/Time Served	SEPTEMBER 15, 2011, 10:07 A.M.		
Entity	HORIZONS AT SEVEN HILLS HOA		
Served To	APRIL PARSONS		
Served At	601 WHITNEY RANCH DR STE B10		
City, St	HENDERSON, NEVADA 89014		
Description			Amount
HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION, by serving the Registered Agent: EXCELLENCE COMMUNITY MANAGEMENT			0.00
09/14/2011, Date Received DOCUMENTS: SUMMONS; COMPLAINT; CIVIL COVER SHEET Service Fee			45.00
All Invoices are Due On Receipt, Thank you for using Southern Nevada Process Service			<b>Total</b> \$45.00
Payments/Credits		\$0.00	<b>Balance Due</b> \$45.00

*Scanned*

## SOUTHERN NEVADA PROCESS SERVICE

Phone 4170

9074

319-5300 Fax 319-5301

Case Number 662

vadaprocess.net

## Invoice

44166

1/13/2011

Job Number

352-1083

Fed Tax ID # 93-1002109

Rep

JBE

LAW GROUP, LTD.  
SAHARA AVE, STE 280  
LEGAS, NEVADA 89117

Attorney:

ASSLY SAYYAR, ESQ., NSB ...

Attention:

Customer Phone

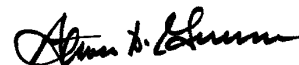
702-838-7200

Customer Fax

702-838-3636

File #	IKON HOLDINGS	Case #	11-40
Date/Time Served	JANUARY 12, 2011, 11:37 A.M.		
Entity	HORIZON AT SEVEN HILLS HOA		
Served To	APRIL PARSONS		
Served At	601 WHITNEY RANCH DR STE B10		
City, St	HENDERSON, NEVADA 89014		
Description		Amount	
HORIZON AT SEVEN HILLS HOMEOWNERS ASSOCIATION, by serving the Registered Agent for HORIZONS AT SEVEN HILLS HOMEOWNERS ASSOCIATION: EXCELLENCE COMMUNITY MANAGEMENT		0.00	
01/07/2011, Date Received DOCUMENTS: SUMMONS; ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAM OVERVIEW; ALTERNATIVE DISPUTE RESOLUTION (ADR) RESPONDENT FORM (blank); ALTERNATIVE DISPUTE RESOLUTION (ADR) CLAIM FORM; ALTERNATIVE DISPUTE RESOLUTION COMPLAINT Service Fee		45.00	
All Invoices are Due On Receipt, Thank you for using Southern Nevada Process Service		<b>Total</b> \$45.00	
<b>Payments/Credits</b> \$0.00		<b>Balance Due</b> \$45.00	

Electronically Filed  
05/29/2013 02:42:17 PM



CLERK OF THE COURT

1 **RPLY**  
2 ADAMS LAW GROUP, LTD.  
3 JAMES R. ADAMS, ESQ.  
4 Nevada Bar No. 6874  
5 8010 W. Sahara Ave. Suite 260  
6 Las Vegas, Nevada 89117  
7 (702) 838-7200  
8 (702) 838-3636 Fax  
9 [james@adamslawnevada.com](mailto:james@adamslawnevada.com)  
10 Attorneys for Plaintiff

11 PUOY K. PREMSRIRUT, ESQ., INC.  
12 Puoy K. Premsrirut, Esq.  
13 Nevada Bar No. 7141  
14 520 S. Fourth Street, 2<sup>nd</sup> Floor  
15 Las Vegas, NV 89101  
16 (702) 384-5563  
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19 Attorneys for Plaintiff

20 **DISTRICT COURT**  
21 **CLARK COUNTY, NEVADA**

22 IKON HOLDINGS, LLC, a Nevada limited  
23 liability company,

24 Plaintiff,

25 vs.

26 HORIZONS AT SEVEN HILLS  
27 HOMEOWNERS ASSOCIATION, and DOES  
28 1 through 10 and ROE ENTITIES 1 through  
10 inclusive,

Defendant.

Case No: A-11-647850-B  
Dept: No. 13

**REPLY TO OPPOSITION TO MOTION  
FOR ATTORNEY FEES AND COSTS**

Plaintiff, IKONS HOLDINGS, LLC, a Nevada limited liability company, by and through its  
counsel of record, JAMES R. ADAMS, ESQ., and PUOY K. PREMSRIRUT, ESQ., hereby files this  
Reply to Opposition to Motion for Attorney Fees and Costs against Defendant, HORIZONS AT  
SEVEN HILLS HOMEOWNERS ASSOCIATION.

///

///

1 This Reply is made and based upon the attached Memorandum of Points and Authorities, the  
2 pleadings and papers on file herein, and any argument of counsel the Court may consider at the  
3 hearing of this Motion.

4 DATED this 28<sup>th</sup> day of May, 2013.

5 ADAMS LAW GROUP, LTD.

6  
7 /s/ James R. Adams  
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16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **I.**

18 **INTRODUCTION**

19 The essence of this case was simple. Defendant placed a lien on Plaintiff's property for more  
20 money than the law or the CC&RS allowed. Defendant also sent demands to Plaintiff for more  
21 money that the law or the CC&RS allowed. Plaintiff objected to the excessive lien and sued  
22 Defendant in order that Plaintiff pay only what the law (9 months of assessments) or the CC&RS (6  
23 months of assessments) authorized for the "super priority lien." Defendant took the position that its  
24 excessive lien and demands were proper and refused to release the lien. Plaintiff took the position  
25 that the lien and demands were unlawful, violative of the CC&RS and demanded the lien be  
26 released. Plaintiff prevailed. Indeed, the Court ruled in conformity with Plaintiff's position and  
27 declared that the amount of Defendant's prioritized lien was only 6 months of assessments pursuant  
28 to the CC&RS. The Court also ruled in favor of Plaintiff regarding the statutory amount of the super  
priority lien.

In its 7/20/2012 Order, the Court considered Plaintiff's claim that Defendant violated  
Sections 7.8 and 7.9 of the CC&RS and contravened NRS 116.3116 by demanding more than a figure

1 equaling either 6 months or 9 months of assessments respectively for the prioritized lien. The Court  
2 ruled:

3 Defendant, in contravention of Nevada Revised Statutes §116.3116,  
4 has unlawfully demanded from Plaintiff amounts in excess of the  
5 Super Priority Lien to which it has no legal entitlement.

6 Pursuant to Sections 7.8 and 7.9 of the Defendant's CC&RS,  
7 Defendant's lien was junior to the first security interest of the Unit's  
8 first mortgage lender except for a certain, limited and specified  
9 portion of the lien as defined in Sections 7.8 and 7.9 of the CC&RS  
10 (i.e., an amount equal to 6 months of assessments,) and

11 Defendant, in contravention of Sections 7.8 and 7.9 of the  
12 Defendant's CC&RS has improperly demanded monies from Plaintiff  
13 in order to satisfy Defendant's claimed liens or demands which  
14 exceeded a figure equaling 6 months of assessments, thereby  
15 violating the CC&RS.

16 In so prevailing, Plaintiff got what it wanted from the litigation, i.e., to pay only what the law (9  
17 months of assessments) or the CC&RS authorized (6 months of assessments) for the super priority  
18 lien. Once the Court ruled in Plaintiff's favor, Plaintiff was able to pay the 6 months of assessments  
19 and the unlawful lien was released.

20 Amusingly, Defendant actually argues that Plaintiff was "forced" to pay the 6 month figure  
21 (\$1,140.00,) as if it were Defendant's position all along that only 6 months of assessments equaled  
22 the super priority lien amount. It should not be lost on this Court that Defendant filed a lien against  
23 Plaintiff's property for \$2,692.64 (Ex. 1). Defendant then made demand upon Plaintiff for \$6,287.94  
24 (Ex. 2). Defendant then filed a notice of default against Plaintiff for \$7,349.50 (Ex. 4). All the while  
25 it was Plaintiff's position that only \$1,140.00 was due for the super priority lien amount. Indeed,  
26 in prevailing on its declaratory relief claim, it was Defendant that was "forced" to take the lesser  
27 amount and release the lien.

28 Surprisingly, despite Plaintiff obtaining the exact result that it wanted, and despite Defendant  
having been ruled against on the fundamental issue in this case and being forced to accept a figure  
of 6 months of assessments as the proper super priority lien amount (when it demanded much more,) Defendant takes the position that it prevailed and Plaintiff did not. Indeed, the only reason why this Court dismissed the various ancillary claims was because the Court concluded that since Plaintiff

1 had not paid any portion of the lien (opting instead to seek a declaration from the Court of the proper  
2 amount of \$1,140.00) Plaintiff had incurred no damages. Thus, Plaintiff got what it came to court  
3 for. Plaintiff never had to pay anything more than 6 months of assessments for the prioritized  
4 portion of Defendant's lien, and Defendant was forced to release its lien and clear title to Plaintiff's  
5 property. Because Defendant released its lien, there was no need for Plaintiff to maintain its  
6 injunctive relief claim. In the present case, attorney's fees be awarded pursuant to NRS 116.3116(7),  
7 NRS 30.100, Section 17.4(b) of the CC&RS, NRS 116.4117(6) and NRS 17.115 and NRCPC 68.

8 II.

9 LEGAL ARGUMENT

10 It should first be noted that unless the Court awards attorney's fees in the instant matter,  
11 Plaintiff will have paid his attorneys in excess of \$45,000.00 to get Defendant's unlawful lien  
12 released. If attorney's fees are not awarded, no person aggrieved by the common practice of the  
13 over-billing and unlawful filing of liens by homeowners' associations will ever seek justice. HOAS  
14 and collection agencies will be able to unlawfully lien properties at will and extort all the money they  
15 wish from investors, banks, loan servicing companies, governmental agencies and consumers with  
16 impunity. Aggrieved parties will just have to pay the unlawful amounts rather than seek justice,  
17 because it is cheaper to do so. It simply contravenes sound public policy to reward wrongdoers  
18 merely because the cost of seeking justice is too high.... especially in this instance where the cost of  
19 litigation could have been largely avoided by Defendant accepting Plaintiff's offer of judgment.

20 A. NRS 116.3116(7) CLEARLY AUTHORIZES AN AWARD OF ATTORNEY'S FEES. ATTORNEY'S  
21 FEES MAY ALSO BE AWARDED PURSUANT TO NRS 30.100

22 The Court determined that:

23 Defendant, in contravention of Nevada Revised  
24 Statutes §116.3116, has unlawfully demanded from  
25 Plaintiff amounts in excess of the Super Priority Lien  
to which it has no legal entitlement. (See 7/20/2012  
Order).

26 In short, the Court ruled that Defendant contravened NRS 116.3116. Pursuant to NRS 116.3116(7),  
27 "A judgment or decree in any action brought under this section must include costs and reasonable  
28

1 attorney's fees for the prevailing party." Plaintiff clearly obtained a judgment brought pursuant to  
2 NRS 116.3116 because it was that statute over which Plaintiff sought the declaratory ruling. The  
3 Court ruled that Defendant had no legal entitlement to amounts in excess of 9 months of assessments  
4 for its super priority lien, i.e., the very remedy that was sought by Plaintiff. Thus, there is clearly a  
5 statutory right to attorney's fees in this case.

6 Moreover, pursuant to Nevada's Uniform Declaratory Relief Act, "Further relief based on  
7 a declaratory judgment or decree may be granted whenever necessary or proper." Nev. Rev. Stat.  
8 Ann. § 30.100 (West). As indicted in its Motion, Plaintiff is entitled to recover its attorney's fees.  
9 This is so because awarding attorney's fees is discretionary in a declaratory judgment action under  
10 the "further relief" provision of NRS 30.100. See, e.g., *Trustees of Indiana University v. Buxbaum*,  
11 69 P. 3d. 663, 671-73 (Mont. 2003).

12 Various jurisdictions have interpreted their respective supplemental relief provisions to  
13 authorize attorney fee awards in declaratory judgment actions. See, e.g., *Security Ins. Co. of New*  
14 *Haven v. White* (10th Cir.1956), 236 F.2d 215, 220 (providing that the grant of power contained in  
15 the supplemental relief provision authorizes a court to award attorney fees where it is necessary or  
16 proper to effectuate relief); *Advertiser Co. v. Auburn University* (Ala.Civ.App.1991), 579 So.2d 645,  
17 647 (awarding of attorney fees is discretionary in declaratory judgment actions under the "further  
18 relief" provision); *Elliott v. Donahue* (1992), 169 Wis.2d 310, 485 N.W.2d 403, 409 ("[T]he  
19 supplemental relief under [the UDJA] may include a recovery of attorney fees incurred by the  
20 insured in successfully establishing coverage under an insurance policy."); *State Farm Fire and Cas.*  
21 *Co. v. Sigman* (N.D.1993), 508 N.W.2d 323, 326 (stating that the supplemental relief provision  
22 provides an independent ground for the award of attorney fees).

23 Further, the Ohio Supreme Court analyzed the award of attorney fees within the context of  
24 the supplemental relief provision of Ohio's Declaratory Judgments Act. That provision, R.C.  
25 2721.09, is virtually identical to Nevada's. The Ohio Supreme Court ruled:

26 R.C. 2721.09 plainly permits a trial court, following a binding  
27 judicial interpretation of an insurance policy based upon a declaratory  
28 judgment action, to provide relief which the court deems "necessary  
or proper."

By its clear terms, the intent of R.C. 2721.09, affording further relief in declaratory judgment actions, is to provide a trial court with the authority to enforce its declaration of right.... Nowhere in R.C. Chapter 2721 is there any provision which narrows the broad authority conferred by R.C. 2721.09. Moreover, R.C. 2721.09 does not place any legal significance on the insurer's conduct nor is the operation of the section conditioned on which party actually prevails in the underlying action. Rather, the only limitation placed on the trial court is that the relief must be "necessary or proper." Hence, this court should not create a blanket limitation precluding an award of attorney fees based upon conduct of a party and/or who wins or who loses....

Accordingly, we hold that a trial court has the authority under R.C. 2721.09 to assess attorney fees based on a declaratory judgment issued by the court. The trial court's determination to grant or deny a request for fees will not be disturbed, absent an abuse of discretion. *Motorists Mut. Ins. Co. v. Brandenburg*, 1995-Ohio-281, 72 Ohio St. 3d 157, 160, 648 N.E.2d 488, 490 (1995)

In short, not only can the Court award attorney's fees under NRS 116.3116(7), but it is within the discretion of the Court to grant post-judgment relief as "further relief" based on a declaratory judgment. "Once the court has exercised its discretion, it may grant further relief based upon a declaratory judgment in the form of damages, an injunction, an accounting, interest, *attorney's fees*...." 10 Fed. Proc., L. Ed. § 23:66.

**B. ATTORNEYS FEES SHOULD BE AWARDED PURSUANT TO THE CC&RS AND PURSUANT TO NRS 116.4117**

In its 7/20/2012 Order the Court plainly ruled that Defendant both *contravened and violated* its own CC&RS by improperly demanding monies from Defendant for the prioritized lien which exceeded amounts permitted in the CC&RS.<sup>1</sup> However, Defendant theorizes that the "contravention" and "violation" of its own CC&RS do not constitute a "breach." Defendant's argument is brazen and one upon which Professor Black would disagree. Black's Law Dictionary defines a breach as "The breaking **or violating** of a law, right, obligation, engagement, or duty, either by commission or omission. Exists where one party to contract fails to carry out term, promise, or

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<sup>1</sup> "Defendant, in contravention of Sections 7.8 and 7.9 of the Defendant's CC&RS has improperly demanded monies from Plaintiff in order to satisfy Defendant's claimed liens or demands which exceeded a figure equaling 6 months of assessments, thereby violating the CC&RS."



condition of the contract.” Black’s Law Dictionary, 6<sup>th</sup> ed. The violation or failure to carry out a term of Defendant’s CC&RS clearly constitutes a breach. A breach, by definition, is a violation of a contractual provision. One wonders if the shoe were on the other foot, would Defendant argue that Plaintiff’s violation of the CC&RS does not constitute a breach? As noted in the Motion, Section 17.4 (b) of Defendant’s CC&RS clearly provides for a contractual basis for an award of attorney’s fees.

Moreover, pursuant to NRS 116.4117, a violation of CC&RS or of NRS 116 provide another statutory basis to award attorney’s fees. Subsection 2 and 6 of NRS 116.4117 state the following:

2. Subject to the requirements set forth in NRS 38.310 and except as otherwise provided in NRS 116.3111, a civil action for damages or other appropriate relief for a failure or refusal to comply with any provision of this chapter or the governing documents of an association may be brought...

(b) By a unit's owner against:

(1) The association....

**6. The court may award reasonable attorney's fees to the prevailing party.** Nev. Rev. Stat. Ann. § 116.4117 (West)

Defendant refused to comply with NRS 116.3116 and Section 7.8 and 7.9 of its CC&RS (governing documents). Thus, the fundamental “appropriate relief” sought by Plaintiff in the present action against Defendant was a declaratory relief judgment interpreting and enforcing the statutory and contractual cap on the super priority lien. Not only may attorney’s fees be awarded pursuant to NRS 116.3116(7), NRS 30.100, Section 17.4(b) of the CC&RS, but they may also be awarded pursuant to NRS 116.4117(6).

**B. ATTORNEYS FEES ARE WARRANTED TO PLAINTIFF PURSUANT TO NRS 17.115 AND NRCP 68**

On February 8, 2012, Plaintiff tendered an Offer of Judgment to Defendant “... *inclusive of... costs and attorneys’ fees...*” The Offer of Judgment amount was \$17,000.00 *inclusive of attorneys’ fees and costs* (see Ex. 3 of Plaintiff’s Motion). Plaintiff’s attorney’s fees and costs now exceed \$45,000.00 (see Ex. 1 and 2 of Plaintiff’s Motion and the Affidavit of Puoy K. Premsrirut, Esq.). In addition, the Offer of Judgment stated, “Defendant shall release any and all liens against the

property subject to this action..." Defendant has done so only after the Court ruled in Plaintiff's favor for the correct super priority lien amount of \$1,140.00. Had Defendant accepted Plaintiff's Offer, the matter could have been resolved for far less than what is requested in the attorney fees Motion filed by Plaintiff. Indeed, neither the Plaintiff's time nor the Court's time would have been taken up by this matter. The purpose of the offer of settlement statute and rule is to save time and money for the court system, the parties, and the taxpayers by rewarding a party who makes a reasonable offer and punishing the party who refuses to accept such an offer. *Dillard Dept. Stores, Inc. v. Beckwith*, 1999, 989 P.2d 882, 115 Nev. 372, rehearing denied, certiorari denied 120 S.Ct. 2744, 530 U.S. 1276, 147 L.Ed.2d 1008. The purpose of the offer of judgment statute is to place the risk of loss on the offeree who fails to accept the offer, thus encouraging both offers and acceptance of offers. *Trustees of Plumbers and Pipefitters Union Local 525 Health and Welfare Trust Plan v. Developers Sur. and Indem. Co.*, 2004, 84 P.3d 59, 120 Nev. 56.

A significant amount of additional work was required in this case because Defendant did not accept Plaintiff's Offer of Judgment. For example, the parties engaged in the following motion practice, expending large amounts of attorney time:

1. Defendant Horizons at Seven Hills Homeowners' Association's Opposition to Plaintiff's Motion for Summary Judgment and Countermotion For Summary Judgment
2. Opposition to Defendant's Motion for Reconsideration
3. Reply in Support of Motion For Clarification Or, In the Alternative, For Reconsideration of Order Granting Summary Judgment on Claim of Declaratory Relief
4. Reply to Plaintiff's Opposition to Defendant's Counter-Motion for Summary Judgment
5. Hearings on Motion for Summary Judgment and Opposition and Counter-motion
6. Third Motion for Summary Judgment on Declaratory Relief

- 1 7. Opposition To Plaintiff's Third Motion For Summary Judgment and Counter-motion
- 2 For Summary Judgment
- 3 8. Reply to Opposition to Motion for Partial Summary Judgment on Issue of
- 4 Declaratory Relief & Opposition to Counter Motion for Summary Judgment
- 5 9. Reply Memorandum in Support of Counter-motion for Summary Judgment
- 6 10. Hearings on Motions and Counter-motions
- 7 11. Motion For Reconsideration Of Order Granting Summary Judgment on Claim of
- 8 Declaratory Relief
- 9 12. Opposition to Motion for Reconsider of Order Granting Summary Judgment on
- 10 Claim of Declaratory Relief
- 11 13. Reply in Support of Motion for Reconsideration of Order Granting Summary
- 12 Judgment on Claim of Declaratory Relief
- 13 14. Hearing on Motion for Reconsideration
- 14 15. Deposition of Plaintiff
- 15 16. Calendar Call
- 16 17 Joint Pre-Trial Memorandum
- 17 18. Bench Trial
- 18 19. Final Judgment
- 19 20. Memorandum of Costs
- 20 21. Motion for Attorney's Fees
- 21 22. Motion to Retax Costs
- 22 23. Opposition to Motion for Attorney's Fees
- 23 24. Opposition to Motion to Retax Costs
- 24
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1           25.     Reply to Opposition to Motion for Attorney's Fees

2     In short, none of the above additional time of the attorneys and the Court would have been necessary  
3     had Defendant accepted Plaintiff's \$17,000.00 Offer of Judgment (inclusive of attorney's fees). As  
4     previously noted, attorney's fees and costs now exceed \$45,000.00.

5  
6                                 III.

7                                 CONCLUSION

8           Based on the foregoing, Plaintiff IKON HOLDINGS, LLC respectfully requests this Court  
9     to grant Plaintiff's Motion for Attorneys' Fees. Attorney's fees be awarded pursuant to NRS  
10    116.3116(7), NRS 30.100, Section 17.4(b) of the CC&RS, NRS 116.4117(6) and NRS 17.115 and  
11    NRCPP 68.

12           DATED this 29<sup>th</sup> day of May, 2013.

13  
14  
15                                 ADAMS LAW GROUP, LTD.

16  
17                                 /s/ James Adams  
18                                 JAMES R. ADAMS, ESQ.  
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26                                 Attorneys for Plaintiff  
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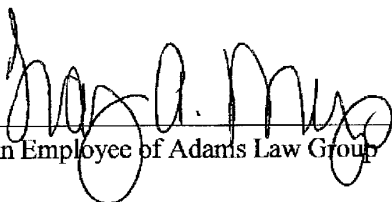
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**CERTIFICATE OF MAILING**

I HEREBY CERTIFY that on the 29<sup>th</sup> day of May, 2013, I mailed a true and correct copy of the foregoing REPLY TO OPPOSITION TO MOTION FOR ATTORNEY FEES AND COSTS in an envelope, postage fully paid, addressed as follows:

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