

CLERK OF THE COURT

Electronically Filed
Oct 02 2015 10:30 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

NOAS

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*Attorneys for U. S. Bank, N.A., successor trustee to
Bank of America, N.A., Successor by Merger to
LaSalle Bank, N.A., as Trustee to the holders of the
Zuni Mortgage Loan Trust 2006-OA1, Mortgage
Loan Pass-Through Certificates Series 2006-OA1*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

5316 CLOVER BLOSSOM CT TRUST,

Plaintiff,

v.

U.S. BANK, N.A., SUCCESSOR TRUSTEE TO
BANK OF AMERICA, N.A. SUCCESSION BY
MERGER TO LASALLE BANK, N.A., AS
TRUSTEE TO THE HOLDERS OF THE ZUNI
MORTGAGE LOAN TRUST 2006-OA1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES SERIES 2006-OA1

Defendants.

Case No.: A-14-704412-C

Dept. : XXIV

U.S. BANK, N.A.'S NOTICE OF APPEAL

Notice is hereby given that U.S. Bank, N.A., solely as Successor Trustee to Bank of America, N.A., successor by merger to LaSalle Bank, N.A., as Trustee to the holders of the Zuni Mortgage Loan Trust 2006-OA1, Mortgage Loan Pass-Through Certificates Series 2006-OA1 (**U.S. Bank**), appeal to the Supreme Court of Nevada from this Court's order of September 10, 2015 granting

Plaintiff Clover Blossom Ct Trust’s Motion for Summary Judgment and Denying U.S. Bank’s
Counter-motion for Summary Judgment.

DATED this 28th day of September, 2015.

AKERMAN LLP

/s/ Matthew I. Knepper

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*Attorneys for U. S. Bank, N.A., successor trustee
to Bank of America, N.A., Successor by Merger
to LaSalle Bank, N.A., as Trustee to the holders
of the Zuni Mortgage Loan Trust 2006-OA1,
Mortgage Loan Pass-Through Certificates
Series 2006-OA1*

CERTIFICATE OF SERVICE

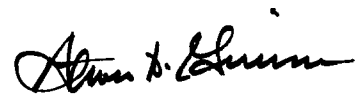
I HEREBY CERTIFY that on the 28th day of September, 2015 and pursuant to NRCP 5, I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **U.S. BANK, N.A.'S NOTICE OF APPEAL** on all parties and counsel as identified on the Court generated notice of electronic filing.

Michael F. Bohn, Esq.
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mbohn@bohnlawfirm.com
office@bohnlawfirm.com

Attorneys for Plaintiff

/s/ Lucille Chiusano

An employee of AKERMAN LLP



CLERK OF THE COURT

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13 *Attorneys for U. S. Bank, N.A., successor trustee to*
14 *Bank of America, N.A., Successor by Merger to*
15 *LaSalle Bank, N.A., as Trustee to the holders of the*
16 *Zuni Mortgage Loan Trust 2006-OA1, Mortgage*
17 *Loan Pass-Through Certificates Series 2006-OA1*

18 **EIGHTH JUDICIAL DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 **5316 CLOVER BLOSSOM CT TRUST,**

21 **Plaintiff,**

22 **v.**

23 **U.S. BANK, N.A., SUCCESSOR TRUSTEE TO**
24 **BANK OF AMERICA, N.A. SUCCESSOR BY**
25 **MERGER TO LASALLE BANK, N.A., AS**
26 **TRUSTEE TO THE HOLDERS OF THE ZUNI**
27 **MORTGAGE LOAN TRUST 2006-OA1,**
28 **MORTGAGE LOAN PASS-THROUGH**
CERTIFICATES SERIES 2006-OA1

Defendants.

Case No.: A-14-704412-C
Dept. No.: XXIV

**U.S. BANK, N.A.'S CASE APPEAL
STATEMENT**

U.S. Bank, N.A., solely as Successor Trustee to Bank of America, N.A., successor by merger to LaSalle Bank, N.A., as Trustee to the holders of the Zuni Mortgage Loan Trust 2006-OA1, Mortgage Loan Pass-Through Certificates Series 2006-OA1 (**U.S. Bank**), by and through its attorneys of record at Akerman LLP, submits its Case Appeal Statement pursuant to NRAP 3(f)(3).

1. The appellant filing this case appeal statement is U.S. Bank, as described above.
2. The order appealed is the order of September 10, 2015 granting Plaintiff 5316 Clover Blossom Ct Trust's Motion for Summary Judgment and denying U.S. Bank's Countermotion

- 1 for Summary Judgment and all interlocutory orders incorporated therein by the Honorable
2 Judge Jim Crockett.
- 3 3. Counsel for appellant U.S. Bank are Melanie D. Morgan, Esq. and Matthew I. Knepper, Esq.,
4 of Akerman LLP, 1160 N. Town Center Drive, Suite 330, Las Vegas, Nevada 89144.
- 5 4. Trial counsel for Respondent 5316 Clover Blossom Ct Trust is Michael F. Bohn, Esq., 376
6 East Warm Springs Road, Suite 140, Las Vegas, Nevada 89119. U.S. Bank is unaware of
7 whether trial counsel will also act as appellate counsel for Respondent.
- 8 5. Counsel for U.S. Bank are licensed to practice law in Nevada. Trial counsel for Respondent
9 is licensed to practice law in Nevada.
- 10 6. U.S. Bank was represented by retained counsel in the district court.
- 11 7. U.S. Bank is represented by retained counsel on appeal.
- 12 8. U.S. Bank was not granted leave to proceed in forma pauperis by the district court.
- 13 9. The date proceedings commenced in the district court was July 25, 2014.
- 14 10. In this action, Respondent alleges that it owns the property located at 5316 Clover Blossom
15 Ct., North Las Vegas, Nevada (**Property**) free and clear of all liens as a result of an HOA
16 foreclosure sale. Respondent filed a complaint for quiet title to have the court declare that
17 Respondent bought the Property free and clear of U.S. Bank's interests, including the deed of
18 trust held by U.S. Bank (the **Deed of Trust**). U.S. Bank alleges that the Deed of Trust was
19 not extinguished by the HOA foreclosure sale because its predecessor-in-interest's attempted
20 tender satisfied the tender rule, the foreclosure sale was not commercially reasonable,
21 Respondent failed to demonstrate good title, and NRS 116.3116 is unconstitutional. The
22 district court granted Respondent's motion for summary judgment over Appellants'
23 opposition and Rule 56(f) affidavit attesting that it required additional factual discovery to
24 develop its defenses and denied U.S. Bank's counter-motion for summary judgment. U.S.
25 Bank now appeals that order.
- 26 11. This case has not previously been the subject of an appeal to or original writ proceeding in
27 the Supreme Court.
- 28 12. This appeal does not involve child custody or visitation.

1 13. This appeal does not involve the possibility of settlement.
2

3 DATED this 28th day of September, 2015.
4

5 **AKERMAN LLP**

6 /s/ Matthew I. Knepper

7 MELANIE D. MORGAN, ESQ.

8 Nevada Bar No. 8215

9 MATTHEW I. KNEPPER, ESQ.

10 Nevada Bar No. 12796

11 1160 Town Center Drive, Suite 330

12 Las Vegas, Nevada 89144

13 *Attorneys for U. S. Bank, N.A., successor trustee*
14 *to Bank of America, N.A., Successor by Merger*
15 *to LaSalle Bank, N.A., as Trustee to the holders*
16 *of the Zuni Mortgage Loan Trust 2006-OA1,*
17 *Mortgage Loan Pass-Through Certificates*
18 *Series 2006-OA1*
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of September, 2015 and pursuant to NRCP 5, I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **U.S. BANK, N.A.'S CASE APPEAL STATEMENT** on all parties and counsel as identified on the Court generated notice of electronic filing.

Michael F. Bohn, Esq.
LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.
mbohn@bohnlawfirm.com
office@bohnlawfirm.com

Attorneys for Plaintiff

/s/ Lucille Chiusano

An employee of AKERMAN LLP

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-14-704412-C

5316 Clover Blossom CT Trust, Plaintiff(s)
vs.
U S Bank National Association, Defendant(s)

§
§
§
§
§

Location: **Department 24**
Judicial Officer: **Crockett, Jim**
Filed on: **07/25/2014**
Case Number History:
Cross-Reference Case Number: **A704412**

CASE INFORMATION

Statistical Closures
09/24/2015 Summary Judgment

Case Type: **Other Title to Property**
Case Flags: **Appealed to Supreme Court
Automatically Exempt from
Arbitration**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-14-704412-C
Court	Department 24
Date Assigned	01/05/2015
Judicial Officer	Crockett, Jim

PARTY INFORMATION

Plaintiff **5316 Clover Blossom CT Trust**

Lead Attorneys

Bohn, Michael F
Retained
702-642-3113(W)






Defendant **Clear Recon Corps**
U S Bank National Association

Morgan, Melanie D.
Retained
702-362-6666(W)

DATE





EVENTS & ORDERS OF THE COURT

INDEX

07/25/2014	 Complaint Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Complaint</i>
07/25/2014	Case Opened
08/13/2014	 Affidavit of Service Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Affidavit of Service</i>
08/13/2014	 Receipt of Copy Filed by: Plaintiff 5316 Clover Blossom CT Trust <i>Receipt of Copy</i>
08/26/2014	 Affidavit of Service Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Affidavit of Service for Clear Recon Corps</i>
09/25/2014	 Initial Appearance Fee Disclosure Filed By: Defendant U S Bank National Association

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-14-704412-C


Initial Appearance Fee Disclosure

09/25/2014	 Answer Filed By: Defendant U S Bank National Association <i>Defendant U.S. Bank, National Association, Successor by Merger to LaSalle Bank, N.A., as Trustee to the Holders of the Zuni Mortgage Loan Trust 2006-OA1, Mortgage Loan Pass-Through Certificates Series 2006-OA1</i>
09/30/2014	 Stipulation and Order Filed by: Defendant Clear Recon Corps <i>Stipulation and Order for Non-Monetary Judgment Between Clear Recon Corp and 5316 Clover Blossom Ct Trust</i>
10/02/2014	 Notice of Entry of Stipulation and Order Filed By: Defendant Clear Recon Corps <i>Notice of Entry of Stipulation and Order for Non Monetary Judgment Between Clear Recon Corp and 5316 Clover Blossom Ct Trust</i>
12/17/2014	 Joint Case Conference Report Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Joint Case Conference Report</i>
12/19/2014	 Scheduling Order <i>Scheduling Order</i>
01/05/2015	Case Reassigned to Department 24 <i>District Court Case Reassignment 2015</i>
01/14/2015	 Substitution of Attorney Filed by: Defendant U S Bank National Association <i>Substitution of Attorney</i>
01/14/2015	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial</i>
02/09/2015	 Motion to Amend Complaint Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Motion to Amend Complaint</i>
03/12/2015	 Motion to Amend Complaint (9:00 AM) (Judicial Officer: Crockett, Jim) <i>PLAINTIFF'S MOTION TO AMEND COMPLAINT</i>
04/23/2015	 Amended Complaint Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Amended Complaint</i>
04/30/2015	 Certificate of Service Filed by: Plaintiff 5316 Clover Blossom CT Trust <i>Certificate of Service</i>
05/06/2015	 Order Granting Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Order Granting Motion to amend Complaint</i>
05/07/2015	

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-14-704412-C

	 Notice of Entry Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Notice of Entry of Order</i>
05/18/2015	 Motion for Summary Judgment Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Motion for Summary Judgment</i>
05/22/2015	 Notice of Association of Counsel Filed By: Defendant U S Bank National Association <i>Notice of Appearance of Counsel on behalf of U.S. Bank National Association</i>
06/05/2015	 Substitution of Attorney Filed by: Defendant U S Bank National Association <i>Substitution of Counsel</i>
06/24/2015	 Stipulation and Order Filed by: Defendant U S Bank National Association <i>Stipulation And Order For Extension Of Time To Respond To Motion For Summary Judgment And Continue Hearing Date (First Request)</i>
06/29/2015	 Notice of Entry of Stipulation and Order Filed By: Defendant U S Bank National Association <i>Notice of Entry of Stipulation and Order for Extension of Time to Respond to Motion for Summary Judgment and Continue Hearing Date.</i>
07/21/2015	 Stipulation and Order Filed by: Defendant U S Bank National Association <i>Stipulation and Order Continuing Hearing on Plaintiff's Motion for Summary Judgment and Extending Time for U.S. Bank to Respond</i>
07/22/2015	 Opposition to Motion For Summary Judgment Filed By: Defendant U S Bank National Association <i>U.S. Bank, N.A.'s Opposition to Plaintiff's Motion for Summary Judgment and Countermotion for Summary Judgment Based on the Due Process Clause and Tender, or Alternatively, for Rule 56(f) Relief</i>
07/24/2015	 Initial Appearance Fee Disclosure Filed By: Defendant U S Bank National Association <i>Initial Appearance Fee Disclosure for Plaintiff's Motion for Summary Judgment and Countermotion for Summary Judgment Based on the Due Process Clause and Tender, Or Alternatively, for Rule 56(F) Relief</i>
07/28/2015	 Notice of Entry of Order Filed By: Defendant U S Bank National Association <i>Notice Of Entry Of Stipulation and Order Continuing Hearing On Plaintiff's Motion For Summary Judgment And Extending Time For U.S. Bank To Respond</i>
07/29/2015	 Reply to Opposition Filed by: Plaintiff 5316 Clover Blossom CT Trust <i>Reply in Support of Plaintiff's Motion for Summary Judgment and Opposition to Countermotion for Summary Judgment, or Alternatively, for Rule 56(F) Relief</i>
08/06/2015	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Crockett, Jim) 08/06/2015, 08/20/2015 <i>Plaintiff's Motion for Summary Judgment</i>

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-14-704412-C

08/06/2015	Opposition and Counter-motion (9:00 AM) (Judicial Officer: Crockett, Jim) 08/06/2015, 08/20/2015 <i>U.S. Bank, N.A.'s Opposition to Plaintiff's Motion for Summary Judgment and Counter-motion for Summary Judgment Based on the Due Process Clause and Tender, or Alternatively, for Rule 56(f) Relief</i>
08/06/2015	 All Pending Motions (9:00 AM) (Judicial Officer: Crockett, Jim)
08/13/2015	 Supplement Filed by: Plaintiff 5316 Clover Blossom CT Trust <i>Supplemental Points and Authorities in Support of Plaintiff's Motion for Summary Judgment and In Opposition to Defendant's Counter-motion for Summary Judgment</i>
08/13/2015	 Reply in Support Filed By: Defendant U S Bank National Association <i>U.S. Bank, N.A.'s Supplemental Briefing in Support of Its Counter-motion for Summary Judgment and Opposition to Plaintiff's Motion for Summary Judgment</i>
08/20/2015	 All Pending Motions (3:00 AM) (Judicial Officer: Crockett, Jim)
09/10/2015	 Notice of Entry of Judgment Filed By: Plaintiff 5316 Clover Blossom CT Trust <i>Notice of Entry of Judgment</i>
09/10/2015	 Status Check (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Status Check - Trial Readiness</i>
09/10/2015	 Findings of Fact, Conclusions of Law and Judgment Filed by: Plaintiff 5316 Clover Blossom CT Trust <i>Findings of Fact, Conclusions of law, and Judgment Granting Quiet Title</i>
09/10/2015	Summary Judgment (Judicial Officer: Crockett, Jim) Debtors: U S Bank National Association (Defendant) Creditors: 5316 Clover Blossom CT Trust (Plaintiff) Judgment: 09/10/2015, Docketed: 09/17/2015
09/23/2015	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
09/28/2015	 Notice Filed By: Defendant U S Bank National Association <i>Notice of Disassociation</i>
09/28/2015	 Case Appeal Statement Filed By: Defendant U S Bank National Association <i>U.S. Bank, N.A.'S Case Appeal Statement</i>
09/28/2015	 Notice of Appeal Filed By: Defendant U S Bank National Association <i>U.S. Bank, N.A.'s Notice of Appeal</i>
10/20/2015	CANCELED Pre Trial Conference (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - per Judge</i>

CASE SUMMARY

CASE NO. A-14-704412-C

11/12/2015	<i>CANCELED Calendar Call (9:30 AM) (Judicial Officer: Crockett, Jim)</i> <i>Vacated - per Judge</i>	
11/16/2015	<i>CANCELED Bench Trial (10:00 AM) (Judicial Officer: Crockett, Jim)</i> <i>Vacated - per Judge</i> <i>Civil Bench Trial</i>	

DATE**FINANCIAL INFORMATION****Defendant** U S Bank National Association

Total Charges

447.00

Total Payments and Credits

447.00

Balance Due as of 9/30/2015**0.00****Plaintiff** 5316 Clover Blossom CT Trust

Total Charges

470.00

Total Payments and Credits

470.00

Balance Due as of 9/30/2015**0.00**

DISTRICT COURT CIVIL COVER SHEET

A- 14- 704412- C XVI I I

County, Nevada

Case No. _____
(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): <p style="text-align: center;">5316 CLOVER BLOSSOM CT TRUST</p>	Defendant(s) (name/address/phone): U.S. BANK, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO LASALLE BANK, N.A., AS TRUSTEE TO THE HOLDERS OF THE ZUNI MORTGAGE LOAN TRUST 2006-OA1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES SERIES 2006-OA1; and CLEAR RECON CORPS
Attorney (name/address/phone): <p style="text-align: center;">MICHAEL F. BOHN, ESQ. 376 East warm Springs Road, Suite 140 Las Vegas, NV 89119 (702) 642-3113</p>	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

July 25, 2014

Date

/s/ Michael F. Bohn, Esq. /
Signature of initiating party or representative

See other side for family-related case filings.


CLERK OF THE COURT

JUDG
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Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

5316 CLOVER BLOSSOM CT TRUST

Plaintiff,

vs.

U.S. BANK, NATIONAL ASSOCIATION,
SUCCESSOR TRUSTEE TO BANK OF
AMERICA, N.A., SUCCESSOR BY MERGER
TO LASALLE BANK, N.A., AS TRUSTEE TO
THE HOLDERS OF THE ZUNI MORTGAGE
LOAN TRUST 2006-OA1, MORTGAGE
LOAN PASS-THROUGH CERTIFICATES
SERIES 2006-OA1; and CLEAR RECON
CORPS

Defendants.

CASE NO.: A704412
DEPT NO.: XXIV

Date of hearing: August 20, 2015
Time of hearing: 9:00 a.m.

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
JUDGMENT GRANTING QUIET TITLE

The motion of plaintiff 5316 Clover Blossom Ct Trust for summary judgment and defendant U.S. Bank's National Association's countermotion for summary judgment having come before the court on August 20, 2015, Michael F. Bohn, Esq. appearing on behalf of the plaintiff and Melanie Morgan, Esq. appearing on behalf of defendant U.S. Bank, and the court, having reviewed the motion and countermotion and the oppositions thereto, and having heard the arguments of counsel, the court makes its findings of fact, conclusion of law and judgment as follows.

FINDINGS OF FACT

1. The plaintiff acquired the property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada, at foreclosure sale conducted January 16, 2013, as evidenced by the foreclosure deed recorded on January 24, 2013.

2. Defendant U.S. Bank is the current beneficiary of a trust deed which was recorded as an encumbrance to the subject property on June 30, 2004.

3. Defendant U.S. Bank acquired it's interest in the deed of trust by assignment which was recorded on June 20, 2011.

4. Prior to the foreclosure sale, the foreclosure agent recorded the notice of delinquent assessment lien on February 22, 2012.

5. On April 20, 2012, the foreclosure agent recorded a notice of default and election to sell under homeowners association lien. The foreclosure agent also mailed the notice to U.S. Bank National Association.

6. On October 31, 2012, the foreclosure agent recorded a notice of trustee's sale. The foreclosure agent also mailed a copy of the notice of sale by certified mail to U.S. Bank National Association.

7. The foreclosure agent also posted the notice on the property and in three locations throughout the county.

8. The foreclosure agent also published the notice of sale in the Nevada Legal News.

9. The HOA foreclosure agent issued a deed upon sale which was recorded on January 24, 2013.

The deed contains the following recitals:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on January 16, 2013 at the place indicated on the Notice of Trustee's Sale.

11. Prior to the HOA foreclosure sale, the defendant tendered what it believed the super priority amount of the lien. The tender was rejected by the foreclosure agent, and the defendant failed to take any

1 additional steps to protect it's interest in the property.

2 12. Any findings of fact which should be considered to be a conclusion of law shall be treated
3 as such.

4 **CONCLUSIONS OF LAW**

5 1. Summary judgment is appropriate and "shall be rendered forthwith" when the pleadings and
6 other evidence on file demonstrate "no genuine issue as to any material fact [remains] and the moving
7 party is entitled to judgment as a matter of law. See NRCp 56(c); Wood v. Safeway, Inc., 121 Nev. 724,
8 729, 121 P.3d 1026 (2005).

9 2. To defeat a motion for summary judgment the non-moving party bears the burden to "do more
10 than simply show there is some metaphysical doubt: as to the operative facts. Wood, 121 Nev. at 732
11 (citing Matsushita Electric Industrial Co. v. Zenith Radio, 475 U.S. 574, 586 (1983)). Moreover, the non-
12 moving party must come forward with specific facts showing a genuine issue exists for trial. Matsushita,
13 475 U.S. at 587; Wood P.3d at 1130.

14 3. When ruling on a motion for summary judgment, the court may take judicial notice of the
15 public records attached to the motion. See Harlow v. MTC Financial, Inc., 865 F. Supp 2d 1095 (D. Nev.
16 2012). The recorded documents attached to the plaintiffs motion are referenced in the complaint and/or
17 are public records of which the Court may, and did take judicial notice. See NRS 47.150; Lemel v.
18 Smith, 64 Nev. 545 (1947) (Judicial Notice takes the place of proof and is of equal force.") "Documents
19 accompanied by a certificate of acknowledgment of a notary public or officer authorized by law to take
20 acknowledgments are presumed to be authentic." NRS 52.165.

21 4. The defendant did not object to the authenticity of any of the exhibits attached to the plaintiff's
22 motion for summary judgment.

23 5. Plaintiff's complaint alleges three claims for relief against defendant U.S. Bank, for
24 declaratory relief, injunctive relief, and quiet title. Summary judgment in favor of the plaintiff on all of
25 plaintiff's claims for relief are appropriate.

26 6. The HOA foreclosure sale complied with all requirements of law, including but not limited
27 to, recording and mailing of copies of Notice of Delinquent Assessment and Notice of Default, and the
28

1 recording, posting and publication of the Notice of Sale.

2 7. There is a public policy which favors a final and conclusive foreclosure sale as to the
3 purchaser. See 6 Angels, Inc. v. Stuart-Wright Mortgage, Inc., 85 Cal. App. 4th 1279, 102 Cal. Rptr. 2d
4 711 (2011); McNeill Family Trust v. Centura Bank, 60 P.3d 1277 (Wyo. 2003); In re Suchy, 786 F.2d
5 900 (9th Cir. 1985); and Miller & Starr, California Real Property 3d §10:210.

6 8. There is a common law presumption that a foreclosure sale was conducted validly. Fontenot
7 v. Wells Fargo Bank, 198 Cal. App. 4th 256, 129 Cal. Rptr. 3d 467 (2011); Moeller v. Lien 25 Cal. App.
8 4th 822, 30 Cal. Rptr. 2d 777 (1994); Burson v. Capps, 440 Md. 328, 102 A.3d 353 (2014); Timm v.
9 Dewsnup 86 P.3d 699 (Utah 2003); Deposit Insurance Bridge Bank, N.A. Dallas v. McQueen, 804 S.W.
10 2d 264 (Tex. App. 1991); Myles v. Cox, 217 So.2d 31 (Miss. 1968); American Bank and Trust Co v.
11 Price, 688 So.2d 536 (La. App. 1996); Meeker v. Eufaula Bank & Trust, 208 Ga. App. 702, 431 S.E. 2d
12 475 (Ga. App 1993).

13 9. Nevada has a disputable presumption that “the law has been obeyed.” See NRS 47.250(16).
14 This creates a disputable presumption that the foreclosure sale was conducted in compliance with the law.

15 10. The recitals in the foreclosure deed are sufficient and conclusive proof that the required
16 notices were mailed by the HOA. See NRS 116.31166 and NRS 47.240(6) which also provides that
17 conclusive presumptions include “[a]ny other presumption which, by statute, is expressly made
18 conclusive.” Because NRS 116.31166 contains such an expressly conclusive presumption, the recitals
19 in the foreclosure deed are “conclusive proof” that defendant bank was served with copies of the required
20 notices for the foreclosure sale.

21 11. The court also finds that commercial reasonableness is not an issue in an HOA foreclosure
22 sale. NRS Chapter 116 does not contain a commercial reasonableness requirement, and the court will
23 not read a requirement into a statute which is not expressly stated in the statute. Pro-Max Corp. v.
24 Feenstra, 117 Nev. 90, 16 P.3d 1074 (2001).

25 12. The defendants constitutional challenge to the foreclosure sale is also without merit. NRS
26 116.31168 specifically incorporates the notice requirements of NRS 107.090 into the foreclosure
27 procedure and requires that copies of both the notice of default and the notice of sale be mailed to holders
28

1 of subordinate interests.

2 13. NRS 116.31168(a) provides in part that the “provisions of NRS 107.090 apply to the
3 foreclosure of an association’s lien as if a deed of trust were being foreclosed.” Likewise NRS 107.090
4 provides in part:

5 **Request for notice of default and sale: Recording and contents; mailing of notice;**
6 **request by homeowners’ association; effect of request.**

7

8 3. The trustee or person authorized to record **the notice of default** shall, within 10 days
9 after the notice of default is recorded and mailed pursuant to NRS 107.080, cause to be
deposited in the United States mail an envelope, registered or certified, return receipt
requested and with postage prepaid, containing a copy of the notice, addressed to:

10 (a) Each person who has recorded a request for a copy of the notice; and

11 (b) Each other person with an interest whose interest or claimed interest is subordinate to
12 the deed of trust.

13 4. The trustee or person authorized to make the sale shall, at least 20 days before the date
14 of sale, cause to be deposited in the United States mail an envelope, registered or certified,
return receipt requested and with postage prepaid, containing a copy of the notice of time
and place of sale, addressed to each person described in subsection 3.

15 14. There is no issue of fact regarding whether the former owner was in default in payment of the
16 assessments as well as whether the lien and foreclosure notices were properly served and posted. The
17 recitals in the foreclosure deed are conclusive as to these issues. Furthermore, the plaintiff presented
18 proof, which was not controverted that the notices were mailed, published, and posted.

19 15. There is no issue regarding whether or not the association foreclosed on the “super-priority”
20 portion of it’s lien. As stated in the Nevada Supreme Court in the case of SFR Investments Pool 1, LLC
21 v. U.S. Bank, N.A., 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014) as to first deeds of trust, NRS
22 116.3116(2) splits an HOA lien into two pieces, a superpriority piece and a subpriority piece. Unless the
23 superpriority piece has been satisfied prior to the foreclosure sale, the HOA foreclosure sale on it’s
24 assessment lien would necessarily include both the superpriority piece and a subpriority piece of the lien.
25 The defendant failed to present any evidence that the superpriority portion of the lien was satisfied prior
26 to the foreclosure sale.

27 16. There is no requirement in NRS Chapter 116 that a purchaser be a bonafide purchaser.
28

1 17. The tender of the amount the defendant believed to be the super priority amount does not
2 affect the title received by the plaintiff because once the tender was rejected, the defendant failed to take
3 any further steps to protect it's interest.

4 18. Any conclusion of law which should be a finding of fact shall be considered as such.

5 **ORDER and JUDGMENT**

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff 5316 Clover Blossom
7 Ct Trust motion for summary judgment is granted.

8 IT IS FURTHER ORDERED that defendant U.S. Bank National Association counter motion for
9 summary judgment is denied.

10 IT IS FURTHER ORDERED that judgment is entered on behalf of plaintiff 5316 Clover
11 Blossom Ct Trust and against defendant U.S. Bank National Association .

12 IT IS FURTHER ORDERED that title to the real property commonly known 5316 Clover
13 Blossom Ct., North Las Vegas, Nevada and legally described as:

14 All that certain real property situated in the County of Clark, State of Nevada, described
15 as follows:

16 Parcel I:

17 Lot Ninety two (92) of the Plat of Arbor Gate as shown by map thereof on file in Book
18 91 of Plats, page 71, in the office of the County Recorder of Clark County, Nevada

19 Parcel II

20 A non-exclusive easement for ingress and egress and enjoyment in and to the Association
21 property as set forth in the Declaration of Covenants, Conditions and Restrictions for
22 Country Garden (Arbor Gate) a common interest community recorded February 25, 2000
in Book 200000225 as Document No. 00963, of Official Records of Clark County,
Nevada, as the same may from time to time be amended and/or supplemented, which
easement is appurtenant to Parcel One.

23 is hereby quieted in the name of plaintiff 5316 Clover Blossom Ct Trust

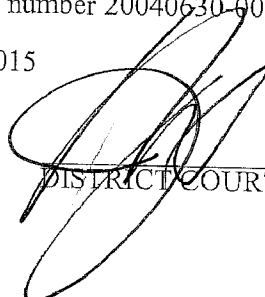
24 IT IS FURTHER ORDERED that as a result of the foreclosure sale conducted on January 16,
25 2013, and the foreclosure deed recorded on January 24, 2013 as instrument number 201301240002549,
26 the interests of defendant U.S. Bank National Association as well as it's heirs or assigns in the property
27 commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada are extinguished.

1 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
2 and assigns have no further right, title or claim to the real property commonly known as 5316 Clover
3 Blossom Ct., North Las Vegas, Nevada.

4 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
5 and assigns, or anyone acting on their behalf are forever enjoined from asserting any estate, right, title or
6 interest in the real property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada
7 as a result of the deed of trust recorded on June 30, 2004 as instrument number 20040630-0002408.

8 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
9 and assigns or anyone acting on it's behalf are forever barred from enforcing any rights against the real
10 property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada as a result of the deed
11 of trust recorded on June 30, 2004 as instrument number 20040630-0002408.

12 DATED this 10 day of September, 2015



DISTRICT COURT JUDGE

13
14
15 Respectfully submitted by:

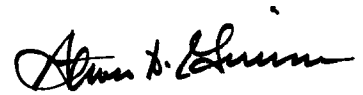
16 LAW OFFICES OF
17 MICHAEL F. BOHN, ESQ., LTD.

18 By: Michael Bohn
19 Michael F. Bohn, Esq.
20 376 East Warm Springs Road, Suite 140
21 Las Vegas, Nevada 89119
Attorney for plaintiff

22 Reviewed by:

23 AKERMAN LLP

24
25 By: Melanie Morgan
26 Melanie Morgan, Esq.
27 1160 Town Center Drive, Suite 330
28 Las Vegas, Nevada 89144
Attorney for U.S. Bank National Association



CLERK OF THE COURT

NJUD
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX

Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY NEVADA

5316 CLOVER BLOSSOM CT TRUST

Plaintiff,

vs.

U.S. BANK, NATIONAL ASSOCIATION,
SUCCESSOR TRUSTEE TO BANK OF AMERICA,
N.A., SUCCESSOR BY MERGER TO LASALLE
BANK, N.A., AS TRUSTEE TO THE HOLDERS OF
THE ZUNI MORTGAGE LOAN TRUST 2006-OA1,
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES SERIES 2006-OA1; and CLEAR
RECON CORPS

Defendants.

CASE NO.: A704412
DEPT NO.: XXIV

NOTICE OF ENTRY OF JUDGMENT

TO: Parties above-named; and

TO: Their Attorney of Record

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **FINDINGS OF FACT,**
CONCLUSIONS OF LAW, AND JUDGMENT GRANTING QUIET TITLE has been entered on

///

///

///

1 the 10th day of September, 2015, in the above captioned matter, a copy of which is attached hereto.

2 Dated this 10th day of September, 2015.

3 LAW OFFICES OF
4 MICHAEL F. BOHN, ESQ., LTD.

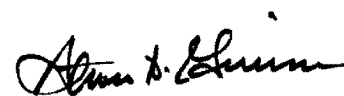
5 By: /s/ /Michael F. Bohn, Esq./
6 MICHAEL F. BOHN, ESQ.
7 376 E. Warm Springs Rd., Ste. 140
8 Las Vegas, NV 89119
9 Attorney for plaintiff

10 **CERTIFICATE OF SERVICE**

11 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW
12 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 10th day of September, 2015, an electronic
13 copy of the **NOTICE OF ENTRY OF JUDGMENT ORDER** was served on opposing counsel via the
14 Court's electronic service system to the following counsel of record:

15 Melanie Morgan, Esq.
16 AKERMAN LLP
17 1160 Town Center Drive, Suite 330
18 Las Vegas, Nevada 89144
19 Attorney for U.S. Bank National
20 Association

21 /s/ /Marc Sameroff/
22 An Employee of the LAW OFFICES OF
23 MICHAEL F. BOHN, ESQ., LTD.
24
25
26
27
28



CLERK OF THE COURT

1 **JUDG**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 LAW OFFICES OF

6 MICHAEL F. BOHN, ESQ., LTD.

7 376 East Warm Springs Road, Ste. 140

8 Las Vegas, Nevada 89119

9 (702) 642-3113/ (702) 642-9766 FAX

10 Attorney for plaintiff

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 5316 CLOVER BLOSSOM CT TRUST

14 Plaintiff,

15 vs.

16 U.S. BANK, NATIONAL ASSOCIATION,
17 SUCCESSOR TRUSTEE TO BANK OF
18 AMERICA, N.A., SUCCESSOR BY MERGER
19 TO LASALLE BANK, N.A., AS TRUSTEE TO
20 THE HOLDERS OF THE ZUNI MORTGAGE
21 LOAN TRUST 2006-OA1, MORTGAGE
22 LOAN PASS-THROUGH CERTIFICATES
23 SERIES 2006-OA1; and CLEAR RECON
24 CORPS

25 Defendants.

CASE NO.: A704412
DEPT NO.: XXIV

Date of hearing: August 20, 2015
Time of hearing: 9:00 a.m.

19 **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**
20 **JUDGMENT GRANTING QUIET TITLE**

21 The motion of plaintiff 5316 Clover Blossom Ct Trust for summary judgment and defendant U.S.
22 Bank's National Association's countermotion for summary judgment having come before the court on
23 August 20, 2015, Michael F. Bohn, Esq. appearing on behalf of the plaintiff and Melanie Morgan, Esq.
24 appearing on behalf of defendant U.S. Bank, and the court, having reviewed the motion and
25 countermotion and the oppositions thereto, and having heard the arguments of counsel, the court makes
26 its findings of fact, conclusion of law and judgment as follows.

FINDINGS OF FACT

1. The plaintiff acquired the property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada, at foreclosure sale conducted January 16, 2013, as evidenced by the foreclosure deed recorded on January 24, 2013.

2. Defendant U.S. Bank is the current beneficiary of a trust deed which was recorded as an encumbrance to the subject property on June 30, 2004.

3. Defendant U.S. Bank acquired it's interest in the deed of trust by assignment which was recorded on June 20, 2011.

4. Prior to the foreclosure sale, the foreclosure agent recorded the notice of delinquent assessment lien on February 22, 2012.

5. On April 20, 2012, the foreclosure agent recorded a notice of default and election to sell under homeowners association lien. The foreclosure agent also mailed the notice to U.S. Bank National Association.

6. On October 31, 2012, the foreclosure agent recorded a notice of trustee's sale. The foreclosure agent also mailed a copy of the notice of sale by certified mail to U.S. Bank National Association.

7. The foreclosure agent also posted the notice on the property and in three locations throughout the county.

8. The foreclosure agent also published the notice of sale in the Nevada Legal News.

9. The HOA foreclosure agent issued a deed upon sale which was recorded on January 24, 2013.

The deed contains the following recitals:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on January 16, 2013 at the place indicated on the Notice of Trustee's Sale.

11. Prior to the HOA foreclosure sale, the defendant tendered what it believed the super priority amount of the lien. The tender was rejected by the foreclosure agent, and the defendant failed to take any

1 additional steps to protect it's interest in the property.

2 12. Any findings of fact which should be considered to be a conclusion of law shall be treated
3 as such.

4 CONCLUSIONS OF LAW

5 1. Summary judgment is appropriate and "shall be rendered forthwith" when the pleadings and
6 other evidence on file demonstrate "no genuine issue as to any material fact [remains] and the moving
7 party is entitled to judgment as a matter of law. See NRCp 56(c); Wood v. Safeway, Inc., 121 Nev. 724,
8 729, 121 P.3d 1026 (2005).

9 2. To defeat a motion for summary judgment the non-moving party bears the burden to "do more
10 than simply show there is some metaphysical doubt: as to the operative facts. Wood, 121 Nev. at 732
11 (citing Matsushita Electric Industrial Co. v. Zenith Radio, 475 U.S. 574, 586 (1983)). Moreover, the non-
12 moving party must come forward with specific facts showing a genuine issue exists for trial. Matsushita,
13 475 U.S. at 587; Wood P.3d at 1130.

14 3. When ruling on a motion for summary judgment, the court may take judicial notice of the
15 public records attached to the motion. See Harlow v. MTC Financial, Inc., 865 F. Supp 2d 1095 (D. Nev.
16 2012). The recorded documents attached to the plaintiffs motion are referenced in the complaint and/or
17 are public records of which the Court may, and did take judicial notice. See NRS 47.150; Lemel v.
18 Smith, 64 Nev. 545 (1947) (Judicial Notice takes the place of proof and is of equal force.") "Documents
19 accompanied by a certificate of acknowledgment of a notary public or officer authorized by law to take
20 acknowledgments are presumed to be authentic." NRS 52.165.

21 4. The defendant did not object to the authenticity of any of the exhibits attached to the plaintiff's
22 motion for summary judgment.

23 5. Plaintiff's complaint alleges three claims for relief against defendant U.S. Bank, for
24 declaratory relief, injunctive relief, and quiet title. Summary judgment in favor of the plaintiff on all of
25 plaintiff's claims for relief are appropriate.

26 6. The HOA foreclosure sale complied with all requirements of law, including but not limited
27 to, recording and mailing of copies of Notice of Delinquent Assessment and Notice of Default, and the
28

1 recording, posting and publication of the Notice of Sale.

2 7. There is a public policy which favors a final and conclusive foreclosure sale as to the
3 purchaser. See 6 Angels, Inc. v. Stuart-Wright Mortgage, Inc., 85 Cal. App. 4th 1279, 102 Cal. Rptr. 2d
4 711 (2011); McNeill Family Trust v. Centura Bank, 60 P.3d 1277 (Wyo. 2003); In re Suchy, 786 F.2d
5 900 (9th Cir. 1985); and Miller & Starr, California Real Property 3d §10:210.

6 8. There is a common law presumption that a foreclosure sale was conducted validly. Fontenot
7 v. Wells Fargo Bank, 198 Cal. App. 4th 256, 129 Cal. Rptr. 3d 467 (2011); Moeller v. Lien 25 Cal. App.
8 4th 822, 30 Cal. Rptr. 2d 777 (1994); Burson v. Capps, 440 Md. 328, 102 A.3d 353 (2014); Timm v.
9 Dewsnup 86 P.3d 699 (Utah 2003); Deposit Insurance Bridge Bank, N.A. Dallas v. McQueen, 804 S.W.
10 2d 264 (Tex. App. 1991); Myles v. Cox, 217 So.2d 31 (Miss. 1968); American Bank and Trust Co v.
11 Price, 688 So.2d 536 (La. App. 1996); Meeker v. Eufaula Bank & Trust, 208 Ga. App. 702, 431 S.E. 2d
12 475 (Ga. App 1993).

13 9. Nevada has a disputable presumption that “the law has been obeyed.” See NRS 47.250(16).
14 This creates a disputable presumption that the foreclosure sale was conducted in compliance with the law.

15 10. The recitals in the foreclosure deed are sufficient and conclusive proof that the required
16 notices were mailed by the HOA. See NRS 116.31166 and NRS 47.240(6) which also provides that
17 conclusive presumptions include “[a]ny other presumption which, by statute, is expressly made
18 conclusive.” Because NRS 116.31166 contains such an expressly conclusive presumption, the recitals
19 in the foreclosure deed are “conclusive proof” that defendant bank was served with copies of the required
20 notices for the foreclosure sale.

21 11. The court also finds that commercial reasonableness is not an issue in an HOA foreclosure
22 sale. NRS Chapter 116 does not contain a commercial reasonableness requirement, and the court will
23 not read a requirement into a statute which is not expressly stated in the statute. Pro-Max Corp. v.
24 Feenstra, 117 Nev. 90, 16 P.3d 1074 (2001).

25 12. The defendants constitutional challenge to the foreclosure sale is also without merit. NRS
26 116.31168 specifically incorporates the notice requirements of NRS 107.090 into the foreclosure
27 procedure and requires that copies of both the notice of default and the notice of sale be mailed to holders
28

1 of subordinate interests.

2 13. NRS 116.31168(a) provides in part that the “provisions of NRS 107.090 apply to the
3 foreclosure of an association’s lien as if a deed of trust were being foreclosed.” Likewise NRS 107.090
4 provides in part:

5 **Request for notice of default and sale: Recording and contents; mailing of notice;**
6 **request by homeowners’ association; effect of request.**

7

8 3. The trustee or person authorized to record **the notice of default** shall, within 10 days
9 after the notice of default is recorded and mailed pursuant to NRS 107.080, cause to be
deposited in the United States mail an envelope, registered or certified, return receipt
requested and with postage prepaid, containing a copy of the notice, addressed to:

10 (a) Each person who has recorded a request for a copy of the notice; and

11 (b) Each other person with an interest whose interest or claimed interest is subordinate to
12 the deed of trust.

13 4. The trustee or person authorized to make the sale shall, at least 20 days before the date
14 of sale, cause to be deposited in the United States mail an envelope, registered or certified,
return receipt requested and with postage prepaid, containing a copy of the notice of time
and place of sale, addressed to each person described in subsection 3.

15 14. There is no issue of fact regarding whether the former owner was in default in payment of the
16 assessments as well as whether the lien and foreclosure notices were properly served and posted. The
17 recitals in the foreclosure deed are conclusive as to these issues. Furthermore, the plaintiff presented
18 proof, which was not controverted that the notices were mailed, published, and posted.

19 15. There is no issue regarding whether or not the association foreclosed on the “super-priority”
20 portion of it’s lien. As stated in the Nevada Supreme Court in the case of SFR Investments Pool 1, LLC
21 v. U.S. Bank, N.A., 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014) as to first deeds of trust, NRS
22 116.3116(2) splits an HOA lien into two pieces, a superpriority piece and a subpriority piece. Unless the
23 superpriority piece has been satisfied prior to the foreclosure sale, the HOA foreclosure sale on it’s
24 assessment lien would necessarily include both the superpriority piece and a subpriority piece of the lien.
25 The defendant failed to present any evidence that the superpriority portion of the lien was satisfied prior
26 to the foreclosure sale.

27 16. There is no requirement in NRS Chapter 116 that a purchaser be a bonafide purchaser.
28

1 17. The tender of the amount the defendant believed to be the super priority amount does not
2 affect the title received by the plaintiff because once the tender was rejected, the defendant failed to take
3 any further steps to protect it's interest.

4 18. Any conclusion of law which should be a finding of fact shall be considered as such.

5 **ORDER and JUDGMENT**

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that plaintiff 5316 Clover Blossom
7 Ct Trust motion for summary judgment is granted.

8 IT IS FURTHER ORDERED that defendant U.S. Bank National Association counter motion for
9 summary judgment is denied.

10 IT IS FURTHER ORDERED that judgment is entered on behalf of plaintiff 5316 Clover
11 Blossom Ct Trust and against defendant U.S. Bank National Association .

12 IT IS FURTHER ORDERED that title to the real property commonly known 5316 Clover
13 Blossom Ct., North Las Vegas, Nevada and legally described as:

14 All that certain real property situated in the County of Clark, State of Nevada, described
15 as follows:

16 Parcel I:

17 Lot Ninety two (92) of the Plat of Arbor Gate as shown by map thereof on file in Book
18 91 of Plats, page 71, in the office of the County Recorder of Clark County, Nevada

19 Parcel II

20 A non-exclusive easement for ingress and egress and enjoyment in and to the Association
21 property as set forth in the Declaration of Covenants, Conditions and Restrictions for
22 Country Garden (Arbor Gate) a common interest community recorded February 25, 2000
23 in Book 200000225 as Document No. 00963, of Official Records of Clark County,
24 Nevada, as the same may from time to time be amended and/or supplemented, which
25 easement is appurtenant to Parcel One.

26 is hereby quieted in the name of plaintiff 5316 Clover Blossom Ct Trust

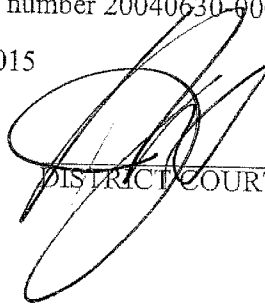
27 IT IS FURTHER ORDERED that as a result of the foreclosure sale conducted on January 16,
28 2013, and the foreclosure deed recorded on January 24, 2013 as instrument number 201301240002549,
the interests of defendant U.S. Bank National Association as well as it's heirs or assigns in the property
commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada are extinguished.

1 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
2 and assigns have no further right, title or claim to the real property commonly known as 5316 Clover
3 Blossom Ct., North Las Vegas, Nevada.

4 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
5 and assigns, or anyone acting on their behalf are forever enjoined from asserting any estate, right, title or
6 interest in the real property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada
7 as a result of the deed of trust recorded on June 30, 2004 as instrument number 20040630-0002408.


8 IT IS FURTHER ORDERED that defendant U.S. Bank National Association as well as it's heirs
9 and assigns or anyone acting on it's behalf are forever barred from enforcing any rights against the real
10 property commonly known as 5316 Clover Blossom Ct., North Las Vegas, Nevada as a result of the deed
11 of trust recorded on June 30, 2004 as instrument number 20040630-0002408.

12 DATED this 10 day of September, 2015


DISTRICT COURT JUDGE


13
14
15 Respectfully submitted by:

16 LAW OFFICES OF
17 MICHAEL F. BOHN, ESQ., LTD.

18 By: 
19 Michael F. Bohn, Esq.
20 376 East Warm Springs Road, Suite 140
21 Las Vegas, Nevada 89119
Attorney for plaintiff

22 Reviewed by:

23 AKERMAN LLP

24
25 By: 
26 Melanie Morgan, Esq.
27 1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorney for U.S. Bank National Association

28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

March 12, 2015

A-14-704412-C 5316 Clover Blossom CT Trust, Plaintiff(s)
vs.
U S Bank National Association, Defendant(s)

**March 12, 2015 9:00 AM Motion to Amend
Complaint**

HEARD BY: Crockett, Jim **COURTROOM:** Phoenix Building Courtroom -
11th Floor

COURT CLERK: Theresa Lee

RECORDER:

REPORTER:

PARTIES

PRESENT: Bohn, Michael F Attorney
Nitz, Dana Jonathon Attorney

JOURNAL ENTRIES

- Mr. Nitz stated that he has no opposition to Pltf's Motion to Amend Complaint. COURT ORDERED, motion GRANTED. Mr. Bohn to prepare the Order and circulate to Mr. Nitz to approve as to form and content. Pursuant to EDCR 7.21 the Order is to be submitted in 10 days.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

August 06, 2015

A-14-704412-C 5316 Clover Blossom CT Trust, Plaintiff(s)
vs.
U S Bank National Association, Defendant(s)

August 06, 2015

9:00 AM

All Pending Motions

HEARD BY: Crockett, Jim

COURTROOM: Phoenix Building Courtroom -
11th Floor

COURT CLERK: Theresa Lee

RECORDER:

REPORTER: Bill Nelson

PARTIES

PRESENT: Bohn, Michael F Attorney
 Brenner, Darren T. Attorney
 Morgan, Melanie D. Attorney

JOURNAL ENTRIES

- PLTF'S MOTION FOR SUMMARY JUDGMENT...U.S. BANK, N.A.'S OPPOSITION TO PLTF'S MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT BASED ON THE DUE PROCESS CLAUSE AND TENDER, OR ALTERNATIVELY, FOR RULE 56(f) RELIEF

The Court reviewed all of the papers and is inclined to Grant the Pltf's Motion for Summary Judgment and Deny Deft's Countermotion for Summary Judgment and Deny Deft's Request for 56(f) relief. It is the sale that took place at a permissible non judicial foreclosure, and the Bank had alternative choices and chose not to exercise options to save its First Trust Deed. The Trustees Deed is conclusive proof binding on everyone who may have interest in the property.

The Court opened the floor for arguments by counsel in addition to what is not contained in their briefs. Ms. Morgan requested an opportunity to file a Reply before the Court issues its Order, but would like to make her record today. COURT ORDERED, Ms. Morgan will have until 8/13/15 to file a Reply, and the matter is CONTINUED to the Chamber Calendar for Decision and no one needs to

make an appearance.

Colloquy between Court and counsel. Arguments by Mr. Brenner and Mr. Bohn with regard to a conclusive presumption. Ms. Morgan inquired as to the conclusive nature of the recital deeds. It is the Court's opinion that the Statute is constitutional in terms of its notice provisions and the reasons are articulated in the Statute NRS 47.250 and 47.240. Court stated it is conclusive as to all the recitals contained in the Trustees Deed. Mr. Brenner requested permission to brief that issue. The Trustees Deed and SFR is conclusive proof of all of the recitals contained therein and binding upon everyone. Court recited from the SFR Supreme Court opinion. Court further stated, the Statute is conclusive proof as opposed to conclusive presumption. Further argument by Mr. Brenner. The Court is not saying its mind cannot be changed, but we are talking about conclusive proof and not conclusive presumption, and counsel can include that in their supplemental briefs. All counsel can submit their supplement briefs in a blind brief and submit by 8/13/15 and the Court will decide in Chambers on 8/20/15.

8/20/15 @ 3:00 A.M. (Chamber Calendar) DECISION: PLTF'S MOTION FOR SUMMARY JUDGMENT...U.S. BANK, N.A.'S OPPOSITION TO PLTF'S MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT BASED ON THE DUE PROCESS CLAUSE AND TENDER, OR ALTERNATIVELY, FOR RULE 56(f) RELIEF

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

August 20, 2015

A-14-704412-C 5316 Clover Blossom CT Trust, Plaintiff(s)
vs.
U S Bank National Association, Defendant(s)

August 20, 2015

3:00 AM

All Pending Motions

HEARD BY: Crockett, Jim

COURTROOM: Phoenix Building Courtroom -
11th Floor

COURT CLERK: Theresa Lee

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- PLTF'S MOTION FOR SUMMARY JUDGMENT...U.S. BANK, N.A.'S OPPOSITION TO PLTF'S MOTION FOR SUMMARY JUDGMENT AND COUNTERMOTION FOR SUMMARY JUDGMENT BASED ON THE DUE PROCESS CLAUSE AND TENDER, OR ALTERNATIVELY, FOR RULE 56(f) RELIEF

The parties requested additional time to submit briefs at the 8/6/15 hearing, which the Court allowed and to be filed by 8/13/15. After reviewing the parties newest submissions, the Court is standing by its original inclination and that is as follows: COURT ORDERED, Pltf's Motion for Summary Judgment is GRANTED; Deft's Countermotion for Summary Judgment is DENIED and Deft's Countermotion for 56(f) relief is DENIED.

Pltf to prepare the Order and circulate to counsel to approve as to form and content and submit to this Court in 10 days pursuant to EDCR 7.21.

CLERK'S NOTE: A copy of this Minute Order was distributed to: Michael Bohn (mbohn@bohnlawfirm.com) Melanie Morgan (melanie.morgan@akerman.com)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

September 10, 2015

A-14-704412-C 5316 Clover Blossom CT Trust, Plaintiff(s)
vs.
U S Bank National Association, Defendant(s)

September 10, 2015 9:00 AM Status Check

HEARD BY: Crockett, Jim **COURTROOM:** Phoenix Building Courtroom -
11th Floor

COURT CLERK: Theresa Lee

RECORDER:

REPORTER:

PARTIES

PRESENT: Foster, Shirley J. Attorney
 Powers, Eric S. Attorney

JOURNAL ENTRIES

- Ms. Foster informed the Court that the Court Granted Summary Judgment on 8/20/15, and stated opposing counsel has signed the Order and approached the Bench with said Order. Record Reflect, the Court is signing the Order Granting Quiet Title along with Findings of Fact, Conclusions of Law and Judgment. Court noted opposing counsel has signed off on the Order approving same as to form and content. Thereafter, COURT ORDERED, trial date and all pending dates VACATED. CASE CLOSED.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

MELANIE D. MORGAN, ESQ.
1160 TOWN CENTER DR., SUITE 330
LAS VEGAS, NV 89144

DATE: September 30, 2015
CASE: A704412

RE CASE: 5316 CLOVER BLOSSOM CT TRUST vs. U.S. BANK, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO LASALLE BANK, N.A., AS TRUSTEE TO THE HOLDERS OF THE ZUNI MORTGAGE LOAN TRUST 2006-OA1, MORTGAGE LOAN PASS-THROUGH CERTIFICATES SERIES 2006-OA1; CLEAR RECON CORPS

NOTICE OF APPEAL FILED: September 28, 2015

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

U.S. BANK, N.A.'S NOTICE OF APPEAL; U.S. BANK, N.A.'S CASE
APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET;
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT GRANTING QUIET TITLE;
NOTICE OF ENTRY OF JUDGMENT; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

5316 CLOVER BLOSSOM CT TRUST,

Plaintiff(s),

vs.

U.S. BANK, NATIONAL ASSOCIATION,
SUCCESSOR TRUSTEE TO BANK OF
AMERICA, N.A., SUCCESSOR BY MERGER
TO LASALLE BANK, N.A., AS TRUSTEE TO
THE HOLDERS OF THE ZUNI MORTGAGE
LOAN TRUST 2006-OA1, MORTGAGE
LOAN PASS-THROUGH CERTIFICATES
SERIES 2006-OA1; CLEAR RECON CORPS,

Defendant(s),

Case No: A704412

Dept No: XXIV

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 30 day of September 2015.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk