

IN THE SUPREME COURT OF THE STATE OF NEVADA

PROPERTY PLUS INVESTMENTS, LLC, a
Nevada Limited Liability Corporation

S .C. No.: 69072
D.C. No.: A692200

Appellants,

vs.

BANK OF AMERICA, N.A., a Nevada Association,
MORTGAGE ELECTRONIC REGISTRATION
SYSTEM; an Illinois Corporation; ARLINGTON
RANCH NORTH MASTER ASSOCIATION; a
Nevada Non-Profit Corporation; ARLINGTON
RANCH LANDSCAPE MAINTENANCE
ASSOCIATION; a Nevada Non-Profit Corporation;
DOES 1 Through 25 inclusive; and ROE
CORPORATIONS, I through X, inclusive.

Respondents.

JOINT APPENDIX

**APPEAL FROM EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA**

The Honorable Linda Bell

KANG & ASSOCIATES, PLLC

PATRICK W. KANG, ESQ.

Nevada Bar No.: 10381

ERICA D. LOYD, ESQ.

Nevada Bar No.: 10922

6480 W Spring Mountain Road

Suite 1

Las Vegas, Nevada 89146

P: 702.333.4223

Attorneys for Appellant

WRIGHT, FINLEY & ZAK, LLP.

CHELSEA A. CROWTON, ESQ.

Nevada Bar No.: 11547

7785 W Sahara Ave.

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Las Vegas, Nevada 89117

P: 702.475.7964

Attorneys for Respondents

Volume 16

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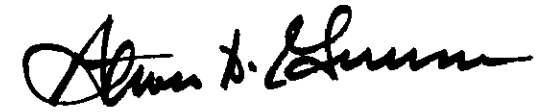
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CLERK OF THE COURT

1 **SUPP**

2 **WRIGHT, FINLAY & ZAK, LLP**

3 Dana Jonathon Nitz, Esq.

4 Nevada Bar No. 0050

5 Chelsea A. Crowton, Esq.

6 Nevada Bar No. 11547

7 7785 W. Sahara Avenue, Suite 200

8 Las Vegas, Nevada 89117

9 (702) 475-7964; Fax: (702) 946-1345

10 dnitz@wrightlegal.net

11 ccrowton@wrightlegal.net

12 *Attorneys for Defendants, Mortgage Electronic Registration Systems, Inc.*

13 *and Christiana Trust, a division of Wilmington Savings Fund Society, FSB, not in its individual*

14 *capacity but as Trustee of ARLP Trust 3, In c/o Altisource Asset Management Corporation*

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

17 **PROPERTY PLUS INVESTMENTS, LLC, a**
18 **Nevada Limited Liability Company,**

19 **Plaintiff,**

20 **vs.**

21 **BANK OF AMERICA, N.A., a Nevada**
22 **Association; MORTGAGE ELECTRONIC**
23 **REGISTRATION SYSTEM, an Illinois**
24 **Corporation; ARLINGTON NORTH MASTER**
25 **ASSOCIATION, a Nevada Non-Profit**
26 **Corporation; ARLINGTON RANCH**
27 **LANDSCAPE MAINTENANCE**
28 **ASSOCIATION, a Nevada Non-Profit**
Corporation; DOES 1 through 25 inclusive; and
ROE CORPORATIONS I through X, inclusive;

Defendants.

Case No.: A-13-692200-C

Dept. No.: VII

DEFENDANTS MORTGAGE
ELECTRONIC REGISTRATION
SYSTEM AND CHRISTIANA TRUST'S
SUPPLEMENTAL STATEMENT OF
FACTS

COMES NOW, Defendants, Mortgage Electronic Registration System (hereinafter
"MERS") and Christiana Trust, a division of Wilmington Savings Fund Society, FSB, not in its
individual capacity but as Trustee of ARLP Trust 3, In c/o Altisource Asset Management
Corporation (hereinafter "Christiana Trust") (hereinafter collectively "Defendants"), by and
through its attorneys of record, Dana Jonathon Nitz, Esq. and Chelsea A. Crowton, Esq. of the

1 law firm of Wright, Finlay & Zak, LLP, hereby submit their Supplemental Statement of Facts
2 to clarify any unanswered questions that were brought up at the hearing that took place on July
3 2, 2015.

4 DATED this 7th day of July, 2015.

5 WRIGHT, FINLAY & ZAK, LLP

6 /s/ Chelsea A. Crowton, Esq.

7 Chelsea A. Crowton, Esq.

8 Nevada Bar No. 11547

9 7785 W. Sahara Avenue, Suite 200

10 Las Vegas, Nevada 89117

11 *Attorney for Defendants, Mortgage Electronic*
12 *Registration Systems, Inc. and Christiana Trust, a*
13 *division of Wilmington Savings Fund Society, FSB,*
14 *not in its individual capacity but as Trustee of*
15 *ARLP Trust 3, In c/o Altisource Asset Management*
16 *Corporation*

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I. STATEMENT OF UNDISPUTED FACTS

1. On April 27, 2007, Megan R. Sullivan (hereinafter "Sullivan") purchased the Property.¹
High Noon at Arlington Ranch Homeowners Association Lien (HOA Lien that Resulted in TDUS to Plaintiff)

2. On April 8, 2010, a Notice of Delinquent Assessment Lien was recorded by Alessi & Koenig on behalf of High Noon at Arlington Ranch Homeowners Association as Book and Instrument Number 20100408-0004587.

3. On July 1, 2010, a Notice of Default and Election to Sell under Notice of Delinquent Assessment Lien was recorded by Alessi & Koenig on behalf of High Noon at Arlington Ranch Homeowners Association as Book and Instrument Number 20100701-0000205.

4. On or about August 10, 2010, Bank of America, N.A. retained the law firm Miles, Bergstrom & Winters, LLP f/k/a Miles, Bauer, Bergstrom & Winters, LLP (hereinafter

¹ A true and correct copy of the Grant, Bargain, Sale Deed recorded as Book and Instrument Number 20070430-0006327 is attached hereto as **Exhibit A**.

1 "MBW") to tender payment to the homeowners associations covering the Property and/or
2 its agents for any super-priority lien that was being claimed on the Property.²

- 3 5. On September 23, 2010, MBW sent a letter to High Noon at Arlington Ranch
4 Homeowners Association c/o Alessi & Koenig with an enclosed check for \$522.00 to
5 satisfy the maximum nine months of common assessments that could be claimed as a
6 super-priority lien by Alessi & Koenig or the HOA.³
- 7 6. Plaintiff admits that the tender was accepted by High Noon at Arlington Ranch
8 Homeowners Association (the HOA that eventually foreclosed on the Property on July
9 17, 2013), resulting in a release of the lien recorded in August 2011. (See Plaintiff's
10 Opposition at pg. 7, ll. 20-25).
- 11 7. On August 11, 2011, High Noon at Arlington Ranch Homeowners Association recorded a
12 Release of Lien as Book and Instrument Number 20110811-0003249.
- 13 8. On July 20, 2012, a Notice of Delinquent Assessment Lien was recorded by Alessi &
14 Koenig on behalf of by High Noon at Arlington Ranch Homeowners Association.⁴
- 15 9. On October 31, 2012, a Notice of Default and Election to Sell under Homeowners
16 Association Lien was recorded by Alessi & Koenig on behalf of High Noon at Arlington
17 Ranch Homeowners Association.⁵
- 18 10. On December 19, 2012, Sullivan filed a Chapter 7 Bankruptcy Petition in the U.S.
19 Bankruptcy Court as Case No. 12-23742-bam, and the petition lists Arlington Ranch
20 North Master, Arlington Ranch LMA and High Noon at Arlington Ranch HOA as
21 creditors.
- 22 11. On March 20, 2013, Sullivan received a Chapter 7 Bankruptcy Discharge.

23
24
25 ² A true and correct copy of Affidavit of Declaration of Adam Kendis is attached hereto as
Exhibit B.

26 ³ Id.

27 ⁴ A true and correct copy of the Notice of Lien (HOA) recorded as Book and Instrument Number
20120720-0003175 is attached hereto as **Exhibit C.**

28 ⁵ A true and correct copy of the Notice of Default (HOA) recorded as Book and Instrument
Number 20121031-0000600 is attached to hereto as **Exhibit D.**

1 12. On June 21, 2013, a Notice of Trustee's Sale was recorded by Alessi & Koenig on behalf
2 of High Noon at Arlington Ranch Homeowners Association.⁶

3 13. On July 17, 2013, the non-judicial sale was held on the lien by High Noon at Arlington
4 Ranch Homeowners Association.

5 14. On July 30, 2013, a Trustee's Deed Upon Sale was recorded, where Plaintiff was stated
6 as the Grantee and paid \$7,500.00 at the HOA Sale held by High Noon at Arlington
7 Ranch Homeowners Association.⁷

8 **Arlington Ranch North Master Association**

9 15. On May 18, 2010, a Notice of Delinquent Assessment Lien was recorded on behalf of
10 Arlington Ranch North Master Association as Book and Instrument Number 20100518-
11 0002841.

12 16. On November 8, 2010, MBW sent a letter to Nevada Association Services, Inc. for
13 Arlington Ranch North Master Association in response to the Notice of Default advising
14 of its intent to satisfy the Arlington Ranch North Master Association super-priority
15 portion of the lien and requesting aa status of the foreclosure sale.⁸

16 17. On January 28, 2011, MBW sent a letter to Nevada Association Services, Inc. with a
17 check for \$236.25 enclosed to satisfy the maximum nine months of common assessments
18 that could be claimed as a super-priority lien.⁹

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 _____
26 ⁶ A true and correct copy of the Notice of Sale (HOA) recorded as Book and Instrument Number
27 20130621-0001581 is attached hereto as **Exhibit E**.

28 ⁷ A true and correct copy of the TDUS recorded as Book and Instrument Number 20130730-
0000805 is attached hereto as **Exhibit F**.

⁸ Id.

⁹ Id.

- 1 18. On or about January 28, 2011, the check for \$236.25 was rejected by “Carly” at Nevada
2 Association Services, Inc. and returned to MBW without further correspondence or
3 explanation of any amount necessary to cure any super-priority lien.¹⁰
- 4 19. On March 21, 2011, a Release of Lien and a Notice of Rescission were recorded on
5 behalf of Arlington Ranch North Master Association and Book and Instrument Numbers
6 20110321-001390 and 20110321-0001391.
- 7 20. On September 2, 2011, a Notice of Delinquent Assessment Lien was recorded by Silver
8 State Trustee Services, LLC on behalf of Arlington Ranch North Master Association.¹¹
- 9 21. On October 20, 2011, a Notice of Default and Election to Sell under Notice of Delinquent
10 Assessment was recorded by was recorded by Silver State Trustee Services, LLC on
11 behalf of Arlington Ranch North Master Association.¹²
- 12 22. On July 19, 2012, a Notice of Sale was recorded by Silver State Trustee Services, LLC
13 on behalf of Arlington Ranch North Master Association.¹³
- 14 23. On December 19, 2012, Sullivan filed a Chapter 7 Bankruptcy Petition in the U.S.
15 Bankruptcy Court as Case No. 12-23742-bam, and the petition lists Arlington Ranch
16 North Master, Arlington Ranch LMA and High Noon at Arlington Ranch HOA as
17 creditors.

18 ///

19 ///

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24 _____
25 ¹⁰ Id.

26 ¹¹ A true and correct copy of the Notice of Lien (HOA) recorded as Book and Instrument
27 Number 20110902-0001737 is attached hereto as **Exhibit G**.

28 ¹² A true and correct copy of the Notice of Default (HOA) recorded as Book and Instrument
29 Number 20111020-0001455 is attached hereto as **Exhibit H**.

30 ¹³ A true and correct copy of the Notice of Sale (HOA) recorded as Book and Instrument
31 Number 20120719-0001022 is attached hereto as **Exhibit I**.

24. On March 20, 2013, Sullivan received a Chapter 7 Bankruptcy Discharge.
DATED this 7th day of July, 2015.

WRIGHT, FINLAY & ZAK, LLP

/s/ Chelsea A. Crowton, Esq.

Chelsea A. Crowton, Esq.

Nevada Bar No. 11547

7785 W. Sahara Avenue, Suite 200

Las Vegas, Nevada 89117

*Attorney for Defendants, Mortgage Electronic
Registration Systems, Inc. and Christiana Trust, a
division of Wilmington Savings Fund Society, FSB,
not in its individual capacity but as Trustee of
ARLP Trust 3, In c/o Altisource Asset Management
Corporation*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 1 day of July, 2015, I did cause a true copy of **DEFENDANTS MORTGAGE ELECTRONIC REGISTRATION SYSTEM AND CHRISTIANA TRUST'S SUPPLEMENTAL STATEMENT OF FACTS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9.

Akerman LLP		
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Akerman Las Vegas Office		akermanlas@akerman.com
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Steven G. Shevorski, Esq.		steven.shevorski@akerman.com
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Ryan Hastings		rhastings@leachjohnson.com


An Employee of WRIGHT, FINLAY & ZAK, LLP

EXHIBIT A

EXHIBIT A

EXHIBIT A

①-2

20070430-0006327

Fee: \$17.00 RPTT: \$1,096.50
N/C Fee: \$0.00

04/30/2007 15:46:29
T20070073480

Requestor:
EQUITY TITLE OF NEVADA

Debbie Conway LEX
Clark County Recorder Pgs: 6

APN: 176-20-714-331

Recording Requested By:
1215 S. Fort Apache, #220
Las Vegas, NV 89117

10

Grant Bargain Sale Deed
(Title of Document)

Please complete the cover page, check one of the following and sign below.

☒ I the undersigned hereby affirm that this document submitted for recording
does not contain a social security number.

OR

☐ I the undersigned hereby affirm that this document submitted for recording
contains a social security number of a person as required by law:

(law).

Patricia Miller Kathy Deachen E.O.
Signature Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fees applies)
This cover page must be typed or printed.

RECORDING REQUESTED BY:
EQUITY TITLE OF NEVADA
AND WHEN RECORDED MAIL TO:

Megan R. Sullivan
8787 Tom Noon Avenue Unit 101
Las Vegas, NV 89178

AND WHEN RECORDED MAIL
TAX STATEMENTS TO:
SAME AS ABOVE

APN NO. 176-20-714-331
Affix RPTT: \$1,096.50
ESCROW NO.: 07130510

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

Christina E. Limberis, an unmarried woman

in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, do hereby Grant, Bargain Sell and convey to

Megan R. Sullivan, an unmarried woman

all that real property situated in the County of Clark, State of Nevada, described as follows:


See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging to in anywise appertaining.

SUBJECT TO:

1. General and special taxes for the current fiscal year.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.

SELLER:


Christina E. Limberis

STATE OF NEVADA
COUNTY OF CLARK


} SS:

On 04/27/07

Personally appeared before me, a Notary Public

Christina E. Limberis

who acknowledged that he/she/they executed the above
instrument.


Notary Public

My commission expires: 01/23/2010

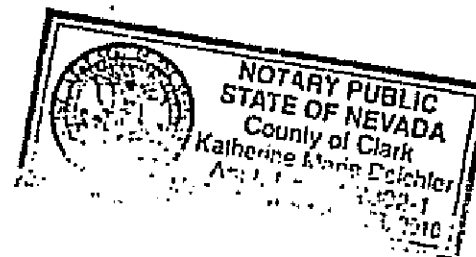


Exhibit A

Parcel One (1):

Unit One Hundred One (101) in Building One Hundred One (111) of the Plat of **HIGH NOON AT ARLINGTON RANCH**, a Common Interest Community as shown by map thereof on file in Book 115 of Plats, Page 21, and amended by that certain Certificate of Amendment recorded May 18, 2004 in Book 20040518 as Document No. 03429 in the Office of the County Recorder of Clark County, Nevada.

Together with associated Garage Unit, as set forth in that Certain Declaration of Covenants, Conditions, & Restrictions and Reservation of Easements for High Noon at Arlington Ranch Recorded March 25, 2004 in Book 20040325 as Document No. 00427, Official Records.

Parcel Two (2):

The exclusive right of use, possession and occupancy of those portions of above referenced plat as designated as exclusive use areas and limited common elements, including, but not limited to Yard Component, as defined in and subject to the Declaration, which are appurtenant to Parcel 1, described above.

Parcel Three (3):

A non-exclusive easement of ingress, egress and enjoyment in, to and over the Association Property, including, but not limited to "Two (2) main entry gates", "Private Streets" and "Common Elements" subject to and as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for ARLINGTON RANCH NORTH, (a Nevada Master Residential Common-Interest Planned Community) Recorded March 25, 2004 in Book 20040325 as Document No. 00423, Official Records.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 176-20-714-331

b)

c)

d)

2. Type of Property:

a) ☐ Vacant Land

c) ☐ Condo/Twnhse

e) ☐ Apt. Bldg

g) ☐ Agricultural

☐ Other _____

b) ☒ Single Fam. Res.

d) ☐ 2-4 Plex

f) ☐ Comm'l/Ind'l

h) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes:

3. Total Value/Sales Price of Property

\$215,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$215,000.00

Real Property Transfer Tax Due

\$1,096.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein.

Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Buyer

Signature: _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Christina E. Limberis

Address: 2111 S. Durham Ave

City: Las Vegas

State: NV Zip: 89117

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Megan Sullivan

Address: 9107 TDM Noon Ave #101

City: Las Vegas

State: NV Zip: 89117

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Equity Title of Nevada

Escrow #: 07130510

Address: 1215 S. Fort Apache, #220

City, State & Zip: Las Vegas, NV 89117

**AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION
OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004**

6327

STATE OF NEVADA DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 176-20-714-331

b)

c)

d)

2. Type of Property:

a) ☐ Vacant Land

c) ☐ Condo/Townhse

e) ☐ Apt. Bldg

g) ☐ Agricultural

☐ Other _____

b) ☒ Single Fam. Res.

d) ☐ 2-4 Plex

f) ☐ Comm'l/Ind'l

h) ☐ Mobile Home

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

\$215,000.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$215,000.00

Real Property Transfer Tax Due

\$1,096.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

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

Signature

[Signature]

Capacity

Seller

Signature

Capacity

SELLER (GRANTOR) INFORMATION **(REQUIRED)**

Print Name: Christina E. Limberis

Address: 571 Curtin Ct.

City: LV

State: NV

Zip: 89123

BUYER (GRANTEE) INFORMATION **(REQUIRED)**

Print Name: Megan Sullivan

Address: [Signature]

City: [Signature]

State: [Signature]

Zip: [Signature]

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Equity Title Of Nevada

Escrow #: 07130510

Address: 1215 S. Fort Apache, #220

City, State & Zip: Las Vegas, NV 89117

AN ADDITIONAL RECORDING FEE OF \$1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

1327

EXHIBIT B

EXHIBIT B

EXHIBIT B

MILES BAUER AFFIDAVIT

State of California }
 } ss.
Orange County }

Affiant being first duly sworn, deposes and says:

1. I am a paralegal with the law firm of Miles, Bauer, Bergstrom & Winters, LLP (Miles Bauer) in Costa Mesa, California. I am authorized to submit this affidavit on behalf of Miles Bauer.

2. I am over 18 years of age, of sound mind, and capable of making this affidavit.

3. The information in this affidavit is taken from Miles Bauer's business records. I have personal knowledge of Miles Bauer's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Miles Bauer's regularly conducted business activities; and (c) it is the regular practice of Miles Bauer to make such records. I have personal knowledge of Miles Bauer's procedures for creating and maintaining these business records. I personally confirmed that the information in this affidavit is accurate by reading the affidavit and attachments, and checking that the information in this affidavit matches Miles Bauer's records available to me.

4. Bank of America, N.A. (BANA) retained Miles Bauer to tender payments to homeowners associations (HOA) to satisfy super-priority liens in connection with the following loan:

Loan Number: 0680

Borrower(s): Megan Sulliban

Property Address: 8787 Tom Noon Avenue #101, Las Vegas, Nevada 89178

5. Miles Bauer maintains records for the loan in connection with tender payments to HOA. As part of my job responsibilities for Miles Bauer, I am familiar with the type of records maintained by Miles Bauer in connection with the loan.

6. Based on Miles Bauer's business records, attached as Exhibit 1 is a copy of the Microsoft Word version of a letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to High Noon at Arlington Ranch Homeowners Association, care of The Alessi & Koenig, LLC. Although the attached letter is incorrectly dated March 13, 2015 due to the "Automatic Date Change" function in Microsoft Word and date of reprinting of that letter, Miles Bauer's case management system includes a specific note evidencing the letter was sent to Alessi & Koenig, LLC on or about August 16, 2010. A copy of a screenshot of the relevant case management note[s] confirming the letter was sent is attached as Exhibit 2.

7. Based on Miles Bauer's business records, attached as Exhibit 3 is a copy of a Statement of Account from Alessi & Koenig, LLC dated August 26, 2010 and received by Miles Bauer in response to the August 16, 2010 letter identified above.

8. Based on Miles Bauer's business records, attached as Exhibit 4 is a copy of a September 23, 2010 letter from Mr. Jung to Alessi & Koenig, LLC enclosing a check for \$522.00.

///

///

///

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9. Based on Miles Bauer's business records, Nevada Association Services, Inc. returned the \$522.00 to Miles Bauer. A copy of the voided check from Miles Bauer's business records is attached as Exhibit 5. A copy of a screenshot containing the relevant case management note confirming the check was returned is attached as Exhibit 2.

FURTHER DECLARANT SAYETH NOT.

Date: 3/13/15

[Signature]

Declarant Adam Kendis

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

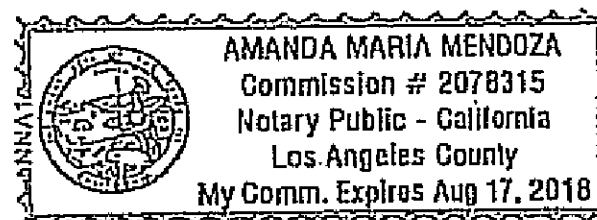
County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th day of March, 2015,

by Adam Kendis, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature [Signature] (Seal)
(Signature of Notary Public)



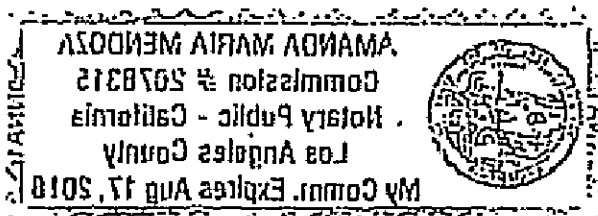


EXHIBIT 1

DOUGLAS E. MILES *
Also Admitted in Nevada and Illinois
RICHARD J. BAUER, JR.*
JEREMY T. BERGSTROM
Also Admitted in Arizona
FRED TIMOTHY WINTERS*
KEENAN E. McCLENAHAN*
MARK T. DOMEYER*
Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY*
L. BRYANT JAQUEZ *
DANIEL L. CARTER *
GINA M. CORENA
WAYNE A. RASH *
ROCK K. JUNG
VY T. PHAM *
KRISTA J. NIELSON
MARK S. BRAUN
Also Admitted in Iowa & Missouri
HADI R. SEYED-ALI *
ROSEMARY NGUYEN *
JORY C. GARABEDIAN
THOMAS M. MORLAN
Admitted in California
KRISTIN S. WEBB *
BRIAN H. TRAN *
ANNA A. GHAJAR *



MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Parkway, Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 369-4955

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

March 13, 2015

High Noon at Arlington Ranch Homeowners Association
c/o THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, NV 89147

SENT VIA FIRST CLASS MAIL

Re: Property Address: 8787 Tom Noon Avenue #101, Las Vegas, NV 89178
MBBW File No. 10-H1530

Dear Sirs:

This letter is in response to your Notice of Default with regard to the HOA assessments purportedly owed on the above described real property. This firm represents the interests of MERS as nominee for BAC Home Loans Servicing, LP aka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to these issues. BAC is the beneficiary/servicer of the first deed of trust loan secured by the property.

As you know, NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...
any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...
The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

OCWEN600

JA0583

Subsection 2b of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

Based on Section 2(b), a portion of your HOA lien is arguably senior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated June 28, 2010. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BAC should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

Please let me know what the status of any HOA lien foreclosure sale is, if any. My client does not want these issues to become further exacerbated by a wrongful HOA sale and it is my client's goal and intent to have these issues resolved as soon as possible. Please refrain from taking further action to enforce this HOA lien until my client and the HOA have had an opportunity to speak to attempt to fully resolve all issues.

Thank you for your time and assistance with this matter. I may be reached by phone directly at (702) 942-0412. Please fax the breakdown of the HOA arrears to my attention at (702) 942-0411. I will be in touch as soon as I've reviewed the same with BAC.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP

Rock K. Jung, Esq.

EXHIBIT 2

OCWEN602

JA0585

File Edit View Help									
Matter ID: [REDACTED]									
Client Sort: BANK OF AMERICA, N.A. (CWF)									
Desc: Sullivan, Megan R. BAC v. Sullivan HQ's									
General Notes Billing Contacts Matters Events Inquiry Settlement Bankruptcy Civil Contract Info Custom Deed Info EP New Invoice									
1/1/2010 7/28/2015 ...									
8/11/2010: RCVD REFERRAL: OPENED 08/11/10									
8/11/2010: EMF AWB re: New Referral									
8/16/2010: 8/16 EMT CLIENT WITH INITIAL LETTERS ATTACHED;									
8/16/2010: Initial letters re 10-H1530 870970680 8787 Tom Noon Ave									
9/7/2010: 9/7 EMT CLIENT NOA UPDATE WITH PO ATTACHED; FU									
9/7/2010: Status Update re 10-H1530 (1st) Sullivan, meg									
9/24/2010: EMF PKJ re: Payoff funds, 10-H1530, 8787 Tom Noon Ave, 1101									
9/24/2010: 9/24 CHECK SENT TO HOA; FU 10/19 SEE IF CHECK WAS									
10/19/2010: 10/19 CHECK RETURNED; FU 6/17 MONITOR EX PARTE									
10/21/2010: EMF PKJ re: Status of Payoff funds (Rejected), 10-H1530, 8787 Tom Noon									
1/31/2011: EMT CLT RE INVS									
8/17/2011: LIEN HAS BEEN RELEASED: F/U 8/24 COPY OF LIEN									
8/25/2011: EMF PKJ re: closing file									
8/28/2011: EMT CLNT re: sent invoice									

EXHIBIT 3

OCWEN604

JA0587

DAVID ALESSI*

THOMAS HAYARD*

ROBERT KOENIG**

RYAN KIRKOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 100

Las Vegas, Nevada 89147

Telephone: 702-222-4033

Facsimile: 702-222-4043

www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

To:	Alex Bham	Re:	8787 TOM NOON AVE #101/HO #22321
From:	Aileen Ruiz	Date:	Thursday, August 26, 2010
Fax No.:		Pages:	1, including cover
		HO #:	22321

Dear Alex Bham:

This cover will serve as an amended demand on behalf of High Noon @ Arlington Ranch Homeowner's Association for the above referenced escrow: property located at 8787 TOM NOON AVE #101, LAS VEGAS, NV. The total amount due through September, 30, 2010 is \$2,481.65. The breakdown of fees, interest and costs is as follows:

Notice of Default	\$400.00
8/26/2010 Demand Fee	\$100.00
8/26/2010 Capital Contribution	\$200.00
Total	\$700.00
1. Attorney and/or Trustees fees:	\$700.00
2. Costs (Notary, Recording, Copies, Mailings, Publication and Posting)	\$150.00
3. Assessments Through September 30, 2010	\$909.65
4. Late Fees Through August 26, 2010	\$10.00
5. Fines Through August 26, 2010	\$0.00
6. Interest Through August 26, 2010	\$2.00
7. RPIR-GI Report	\$85.00
8. Title Research (10-Day Mailings per NRS 116.31163)	\$275.00
9. Management Document Processing & Transfer Fee	\$350.00
10. Progress Payments:	\$0.00
Sub-Total:	\$2,481.65
Less Payments Received:	\$0.00
Total Amount Due:	\$2,481.65

Please have a check in the amount of \$2,481.65 made payable to the Alessi & Koenig, LLC and mailed to the below listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

OCWEN605

JA0588



The Management Trust

High Noon @ Arlington Ranch HOA

5575 S Durango Ave #106

Las Vegas, NV 89113

Ms Megan R Sullivan (A)

8787 Tom Noon Ave #101

Las Vegas, NV 89178

Property Address: 8787 Tom Noon Ave #101

Account #: 505417

Code	Date	Amount	Balance	Check#	Memo
Payment	10/30/2007	-58.00	-58.00		TMS103007.LBX
Assessment	11/1/2007	58.00	0.00		Assessment
Payment	11/12/2007	-58.00	-58.00		TSM111207.LBX
Assessment	12/1/2007	58.00	0.00		Assessment
Assessment	1/1/2008	58.00	58.00		Assessment
Payment	1/15/2008	-58.00	0.00		TMS0115082.LBX
Assessment	2/1/2008	58.00	58.00		Assessment
Payment	2/27/2008	-58.00	0.00		TMS022708.LBX
Assessment	3/1/2008	58.00	58.00		Assessment
Payment	3/27/2008	-58.00	0.00		TMS032708.LBX
Assessment	4/1/2008	58.00	58.00		Assessment
Payment	4/30/2008	-58.00	0.00		TMS0430082.LBX
Assessment	5/1/2008	58.00	58.00		Assessment
Payment	5/29/2008	-116.00	-58.00		TMS052908.LBX
Assessment	6/1/2008	58.00	0.00		Assessment
Assessment	7/1/2008	58.00	58.00		Assessment
Payment	7/15/2008	-58.00	0.00		TMS071508.LBX
Assessment	8/1/2008	58.00	58.00		Assessment
Late Fee	8/30/2008	10.00	68.00		Late Fee Processed
Assessment	9/1/2008	58.00	126.00		Assessment
Payment	9/15/2008	-58.00	68.00		TMS0915082.LBX

The Management Trust Las Vegas | 5575 S Durango Ave #106 | Las Vegas, NV 89113 | (702) 835-6904

Make check payable to: High Noon @ Arlington Ranch HOA

8/26/2010

OCWEN606

JA0589



The Management Trust

High Noon @ Arlington Ranch HOA

5575 S Durango Ave #106

Las Vegas, NV 89113

Assessment	10/1/2008	58.00	126.00	Assessment
Payment	10/15/2008	-58.00	68.00	TMS1015002.LBX
Assessment	11/1/2008	58.00	126.00	Assessment
Assessment	12/1/2008	58.00	184.00	Assessment
Assessment	1/1/2009	58.00	242.00	Assessment
Assessment	2/1/2009	58.00	300.00	Assessment
Payment	2/2/2009	-242.00	58.00	TMS0130092.LBX
Assessment	3/1/2009	58.00	116.00	Assessment
Assessment	4/1/2009	58.00	174.00	Assessment
Payment	4/10/2009	-58.00	116.00	TMS0410092.LBX
Late Fee	4/30/2009	10.00	126.00	Late Fee Processed
Assessment	5/1/2009	58.00	184.00	Assessment
Payment	5/30/2009	-174.00	10.00	TMS053009.LBX
Assessment	6/1/2009	58.00	68.00	Assessment
Payment	6/10/2009	-68.00	0.00	TMS061009.LBX
Assessment	7/1/2009	58.00	58.00	Assessment
Payment	7/15/2009	-58.00	0.00	TMS0715092.lbx
Assessment	8/1/2009	58.00	58.00	Assessment
Late Fee	8/30/2009	10.00	68.00	Late Fee Processed
Assessment	9/1/2009	58.00	126.00	Assessment
Payment	9/21/2009	-58.00	68.00	TMS092109.lbx
Late Fee	9/30/2009	10.00	78.00	Late Fee Processed
Assessment	10/1/2009	58.00	136.00	Assessment
Collection Costs	10/30/2009	125.00	261.00	Prelien
Late Fee	10/30/2009	10.00	271.00	Late Fee Processed
Assessment	11/1/2009	58.00	329.00	Assessment
Late Fee	11/30/2009	10.00	339.00	Late Fee Processed
Assessment	12/1/2009	58.00	397.00	Assessment
Payment	12/15/2009	-204.00	193.00	TMS121509.lbx
Assessment	1/1/2010	58.00	251.00	Assessment
Payment	1/6/2010	-58.00	193.00	TMS010610.lbx
Assessment	2/1/2010	58.00	251.00	Assessment
Late Fee	2/28/2010	10.00	261.00	Late Fee Processed

The Management Trust Las Vegas | 5575 S Durango Ave #106 | Las Vegas, NV 89113 | (702) 835-6904

Make check payable to: High Noon @ Arlington Ranch HOA

8/26/2010

OCWEN607

JA0590



The Management Trust

High Noon @ Arlington Ranch HOA

5575 S Durango Ave #106

Las Vegas, NV 89113

Assessment	3/1/2010	58.00	319.00	Assessment	
Late Fee	3/30/2010	10.00	329.00	Late Fee Processed	
Assessment	4/1/2010	58.00	387.00	Assessment	
Lien Fees	4/13/2010	185.00	572.00	Lien Fee 4/5	
Late Fee	4/30/2010	10.00	582.00		
Interest-Delinquency	4/30/2010	2.02	584.02		
Assessment	5/1/2010	58.00	642.02	Assessment	
Late Fee	5/30/2010	10.00	652.02	Late Fee	
Interest-Delinquency	5/30/2010	2.60	654.62	Interest	
Assessment	6/1/2010	58.00	712.62	Assessment	
Late Fee	6/30/2010	10.00	722.62	Late Fee	
Interest-Delinquency	6/30/2010	1.39	724.01	Interest	
Assessment	7/1/2010	58.00	782.01	Assessment	
Late Fee	7/30/2010	10.00	792.01	Late Fee	
Interest-Delinquency	7/30/2010	1.64	793.65	Interest	
Assessment	8/1/2010	58.00	851.65	Assessment	
Assessment	9/1/2010	58.00	909.65	Assessment	
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	909.65
127.64	69.39	70.60	642.02		

The Management Trust Las Vegas | 5575 S Durango Ave #106 | Las Vegas, NV 89113 | (702) 835-6904

Make check payable to: High Noon @ Arlington Ranch HOA

8/26/2010

OCWEN608

JA0591

EXHIBIT 4

OCWEN609

JA0592

DOUGLAS E. MILES -

Also Admitted in Nevada and Illinois

RICHARD J. BAUER, JR. -

JEREMY T. BERGSTROM

Also Admitted in Arizona

FRED TIMOTHY WINTERS -

KEENAN E. MCLENNAN -

MARK T. DOMEYER -

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KRISTIN S. WEBB -

BRIAN H. TRAN -

ANNA A. GHAJAR -



MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

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Fax: (702) 369-4955

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

September 23, 2010

ALESSI & KOENIG, LLC
9500 W. FLAMINGO ROAD, SUITE 100
LAS VEGAS, NV 89147

Re: *Property Address:* 8787 Tom Noon Ave. #101
HO #: 22321
LOAN #: 870970680
MBBW File No. 10-H1530

Dear Sir/Madame:

As you may recall, this firm represents the interests of BAC Home Loans Servicing, LP fka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by in regards to the above-referenced address shows a full payoff amount of \$2,481.65. BAC is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...

any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

OCWEN610

JA0593

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

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

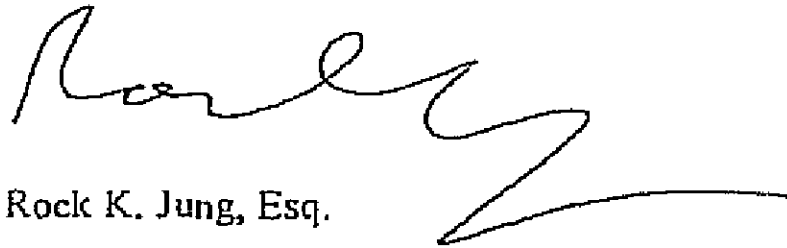
Based on Section 2(b), a portion of your HOA lien is arguably prior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$522.00 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Alessi & Koenig, LLC in the sum of \$522.00, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BAC's financial obligations towards the HOA in regards to the real property located at 8787 Tom Noon Ave. #101 have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0412.

Sincerely,

MILES. BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
Payee: Alessi & Koenig, LLC
10-H1530
Check #: 5084
Date: 9/22/2010
Amount: 522.00
Initials: TLC

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
9/22/2010	22321	To Cure HOA Deficiency	522.00			

Miles, Bauer, Bergstrom & Winters, LLP
Trust Account
1231 E. Dyer Road, #100
Santa Ana, CA 92705
Phone: (714) 481-9100

Bank of America
1100 N. Green Valley Parkway
Henderson, NV 89074
15-66/1220
1020
10-H1530
Loan # 0680

5084
Date: 9/22/2010
Amount \$**** 522.00
Check Void After 90 Days

Pay \$*****Five Hundred Twenty-Two & No/100 Dollars
to the order of
Alessi & Koenig, LLC

⑈ 5084 ⑈ 12322400724⑈ 501006676973⑈

EXHIBIT 5

OCWEN613

JA0596

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
 Payee: Alessi & Koenig, LLC
 10-H1530
 Check #: 5084
 Date: 9/22/2010
 Amount: 522.00
 Initials: TLC

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
9/22/2010	22321	To Cure HIOA Deficiency	522.00			
VOID						

Miles, Bauer, Bergstrom & Winters, LLP
 Trust Account
 1231 E. Dyer Road, #100
 Santa Ana, CA 92705
 Phone: (714) 481-9100

Bank of America
 1100 N. Green Valley Parkway
 Henderson, NV 89074
 16-06/1220
 1020
 10-H1530
 Loan # 0680

5084
 Date: 9/22/2010
 Amount \$**** 522.00

Pay \$*****Five Hundred Twenty-Two & No/100 Dollars
 to the order of
 Alessi & Koenig, LLC

ENCLOSURE

OCT 29 2010

ACCOUNT STATEMENT

VOID

⑈ 5084⑈ ⑈ 122400724⑈ 501006878973⑈

MILES BAUER AFFIDAVIT

State of California }
 }ss.
Orange County }

Affiant being first duly sworn, deposes and says:

1. I am a paralegal with the law firm of Miles, Bauer, Bergstrom & Winters, LLP (Miles Bauer) in Costa Mesa, California. I am authorized to submit this affidavit on behalf of Miles Bauer.

2. I am over 18 years of age, of sound mind, and capable of making this affidavit.

3. The information in this affidavit is taken from Miles Bauer's business records. I have personal knowledge of Miles Bauer's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Miles Bauer's regularly conducted business activities; and (c) it is the regular practice of Miles Bauer to make such records. I have personal knowledge of Miles Bauer's procedures for creating and maintaining these business records. I personally confirmed that the information in this affidavit is accurate by reading the affidavit and attachments, and checking that the information in this affidavit matches Miles Bauer's records available to me.

4. Bank of America, N.A. (BANA) retained Miles Bauer to tender payments to homeowners associations (HOA) to satisfy super-priority liens in connection with the following loan:

Loan Number: J680

Borrower(s): Megan Sullivan

Property Address: 8787 Tom Noon Avenue #101, Las Vegas, Nevada 89178

5. Miles Bauer maintains records for the loan in connection with tender payments to HOA. As part of my job responsibilities for Miles Bauer, I am familiar with the type of records maintained by Miles Bauer in connection with the loan.

6. Based on Miles Bauer's business records, attached as Exhibit 1 is a copy of the Microsoft Word version of a letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Arlington Ranch North Master, care of Nevada Association Services, Inc. Although the attached letter is incorrectly dated March 13, 2015 due to the "Automatic Date Change" function in Microsoft Word and date of reprinting of that letter, Miles Bauer's case management system includes a specific note evidencing the letter was sent to Nevada Association Services, Inc. on or about November 8, 2010. A copy of a screenshot of the relevant case management note[s] confirming the letter was sent is attached as Exhibit 2.

7. Based on Miles Bauer's business records, attached as Exhibit 3 is a copy of a Statement of Account from Nevada Association Services, Inc. received by Miles Bauer in response to the November 8, 2010 letter identified above.

8. Based on Miles Bauer's business records, attached as Exhibit 4 is a copy of a January 28, 2011 letter from Mr. Jung to Nevada Association Services, Inc. enclosing a check for \$236.25.

///

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///

9. Based on Miles Bauer's business records, on January 28, 2011, Nevada Association Services, Inc. refused delivery of the January 28, 2011 letter and the \$236.25 check. A copy of the delivery receipt from Miles Bauer's business records is attached as Exhibit 5. A copy of a screenshot containing the relevant case management note confirming the check was returned is attached as Exhibit 2.

FURTHER DECLARANT SAYETH NOT.

Date: 3/13/15

[Signature]

Declarant Adam Kendis

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

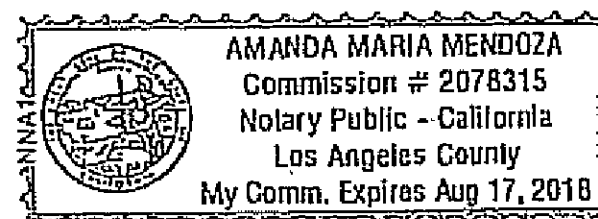
County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th day of March, 2015,

by Adam Kendis, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature Aisha Mari Moh (Seal)
(Signature of Notary Public)



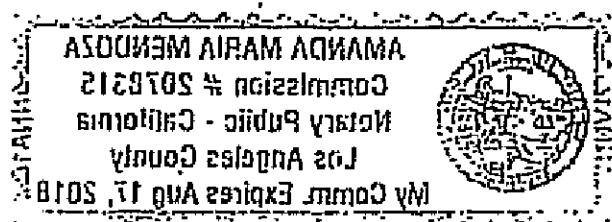


EXHIBIT 1

OCWEN619

JA0602

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM

Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENAHAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia

TAMI S. CROSBY *

L. BRYANT JAQUEZ *

DANIEL L. CARTER *

GINA M. CORENA

WAYNE A. RASH *

ROCK K. JUNG

VY T. PHAM *

KRISTA J. NIELSON

HADI R. SEYED-ALI *

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JORY C. GARABEDIAN

THOMAS M. MORLAN

Admitted in California

KRISTIN S. WEBB *

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CORI B. JONES *

MARY L. SEEBACH *



MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Parkway, Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 369-4955

* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

March 13, 2015

Arlington Ranch North Master
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 8787 Tom Noon Avenue #101, Las Vegas, NV 89178*
MBBW File No. 10-H2156

Dear Sirs:

This letter is in response to your Notice of Default with regard to the HOA assessments purportedly owed on the above described real property. This firm represents the interests of MERS as nominee for BAC Home Loans Servicing, LP aka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to these issues. BAC is the beneficiary/servicer of the first deed of trust loan secured by the property.

As you know, NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...

any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
 - (b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

Subsection 2b of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

Based on Section 2(b), a portion of your HOA lien is arguably senior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated September 22, 2010. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BAC should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

Please let me know what the status of any HOA lien foreclosure sale is, if any. My client does not want these issues to become further exacerbated by a wrongful HOA sale and it is my client's goal and intent to have these issues resolved as soon as possible. Please refrain from taking further action to enforce this HOA lien until my client and the HOA have had an opportunity to speak to attempt to fully resolve all issues.

Thank you for your time and assistance with this matter. I may be reached by phone directly at (702) 942-0412. Please fax the breakdown of the HOA arrears to my attention at (702) 942-0411. I will be in touch as soon as I've reviewed the same with BAC.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP

Rock K. Jung, Esq.

EXHIBIT 2

OCWEN622

JA0605

JA0606

EXHIBIT 3

Sullivan, Megan R.

8787 Tom Noon Avenue 101

Arlington Ranch North Master

Account No.:

24551

NAS# N 58600

Attorneys Fees & Collection Costs Dates of Delinquency: 07/09-12/10	Amount Present rate	Amount Reserve	Amount Prior rate	Amount Prior rate	Amount Prior rate
Balance forward	4.90	0.00	0.00	0.00	0.00
No. of Months Subject to Interest	0	0	0	0	0
Interest due on Balance Forward	0.00	0.00	0.00	0.00	0.00
Monthly Assessment Amount	26.25	0.00	0.00	0.00	0.00
No. of Months Delinquent	18	0	0	0	0
No. of Months Subject to Interest	0	0	0	0	0
Total Monthly Assessments due	472.50	0.00	0.00	0.00	0.00
Late fee amount	10.00	0.00	0.00	0.00	0.00
No. of Months Late Fees Incurred	17	0	0	0	0
Total Late Fees due	170.00	0.00	0.00	0.00	0.00
Interest Rate	0.12	0.12	0.12	0.12	0.12
Interest due	53.85	0.00	0.00	0.00	0.00
Special Assessment Due	0.00	0.00	0.00	0.00	0.00
Special Assessment Late Fee	0.00	0.00	0.00	0.00	0.00
Special Assessment Months Late	0	0	0	0	0
Special Assessment Interest Due	0.00	0.00	0.00	0.00	0.00
Misc.	50.00	0.00	0.00	0.00	0.00
Mgmt. Co. Intent to Lien	75.00	0.00	0.00	0.00	0.00
Return check charge	0.00	0.00	0.00	0.00	0.00
Management Co. Fee	0.00	0.00	0.00	0.00	0.00
Demand Letter	135.00	0.00	0.00	0.00	0.00
Lien Fees	325.00	0.00	0.00	0.00	0.00
Prepare Lien Release	30.00	0.00	0.00	0.00	0.00
Certified Mailing	48.00	0.00	0.00	0.00	0.00
Recording Costs	57.00	0.00	0.00	0.00	0.00
Pre NOD Ltr	75.00	0.00	0.00	0.00	0.00
Payment Plan Fee	0.00	0.00	0.00	0.00	0.00
Breach letters	0.00	0.00	0.00	0.00	0.00
Personal check returns	0.00	0.00	0.00	0.00	0.00
Escrow demand fee	0.00	0.00	0.00	0.00	0.00
Collection Costs on Violations	0.00	0.00	0.00	0.00	0.00
Subtotals	\$1,496.25	\$0.00	\$0.00	\$0.00	\$0.00
<u>Credit</u>	<u>Date</u>				
Payment to HOA (NAS)	(124.98)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
	(0.00)				
NAS Fees & Costs	(534.00)				
HOA TOTAL	\$1,637.27				

"Nevada Association Services Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained
Printed: 11/30/2010 will be used for that purpose." Page 1

Foreclosure Fees & Costs

Amount

Attorneys Cre.

Date

(0.00)

Foreclosure Fee

400.00

(0.00)

Title Report

400.00

Collection Cre

Date

Posting/Publication

0.00

(0.00)

Courier

0.00

(0.00)

Postponement of Sale

0.00

(0.00)

Conduct Sale

0.00

(0.00)

Prepare/Record Deed

0,00

(0.00)

(other)

0.00

(0.00)

(other)

0.00

(0.00)

(other)

0.00

(0.00)

SUBTOTAL

\$800.00

(0.00)

(0.00)

(0.00)

\$1.637.27

FORECLOSURE TOTAL

Collection Credits SubTotal

\$0.00

EXHIBIT 4

OCWEN627

JA0610

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *

JEREMY T. BERGSTROM

Also Admitted in Arizona

FRED TIMOTHY WINTERS*

KEENAN E. McCLENAHAN*

MARK T. DOMEYER*

Also Admitted in District of
Columbia & Virginia

TAMI S. CROSBY*

L. BRYANT JAQUEZ *

DANIEL L. CARTER *

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KRISTIN S. WEBB *

BRIAN H. TRAN *

ANNA A. GHAJAR *

CORI H. JONES *

STEVEN E. STERN

Admitted in Arizona & Illinois

ANDREW H. PASTWICK

Also Admitted in Arizona and
California



MILES, BAUER, BERGSTROM & WINTERS, LLP
ATTORNEYS AT LAW SINCE 1985

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* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

January 28, 2011

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

Re: *Property Address:* 8787 Tom Noon Avenue #101
ACCT NO.: 24551
LOAN #: 870970680
MBBW File No. 10-H2156

Dear Sir/Madame:

As you may recall, this firm represents the interests of BAC Home Loans Servicing, LP fka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$1,637.27. BAC is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...

any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (l), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees

OCWEN628

JA0611

and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

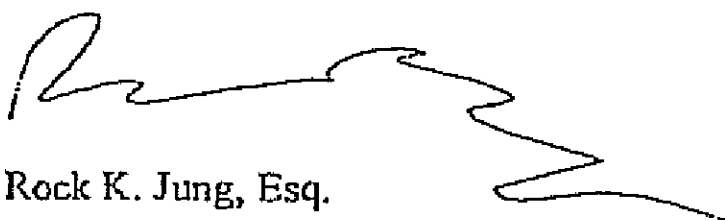
Based on Section 2(b), a portion of your HOA lien is arguably prior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n).

Our client has authorized us to make payment to you in the amount of \$236.25 to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to NEVADA ASSOCIATION SERVICES in the sum of \$236.25, which represents the maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BAC's financial obligations towards the HOA in regards to the real property located at 8787 Tom Noon Avenue #101 have now been "paid in full".

Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0412.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct
 Payee: NEVADA ASSOCIATION SERVICES, Check #: 7198 Date: 1/24/2011 Amount: 236.25 Initials: TLC

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
1/24/2011	24551	To Cure HOA Deficiency	236.25			

Miles, Bauer, Bergstrom & Winters, LLP Bank of America
 Trust Account 1100 N. Green Valley Parkway
 1231 E. Dyer Road, #100 Henderson, NV 89074
 Santa Ana, CA 92705 36-661220
 Phone: (714) 481-9100 1020

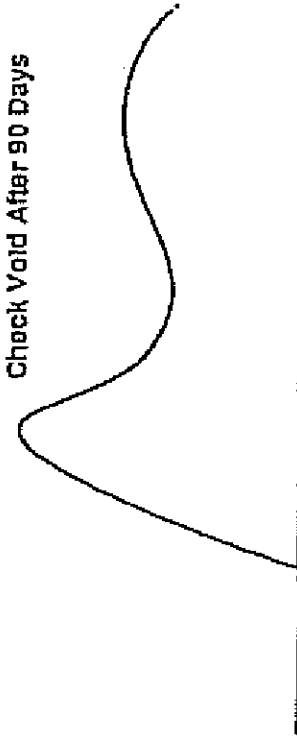
7198
 Date: 1/24/2011
 Amount \$*** 236.25

Loan #: 70680

Pay \$****Two Hundred Thirty-Six & 25/100 Dollars
 to the order of

NEVADA ASSOCIATION SERVICES, INC.
 6224 W. Desert Inn Rd., Ste. A
 Las Vegas, NV 89146

Check Valid After 90 Days



11 7 198 12 24007241 50100887697311

EXHIBIT 5

OCWEN631

JA0614

On this day, January 28, 2011, Nevada Association Services, Inc. received: (1) letters accompanying each of the checks listed below that address the purpose of the tender and the effect of accepting said checks and (2) the following checks for the following addresses:

Amount	Address	Ref#	MBBW#
540.00	2521 Chateau Clermont St.	23661	10-H2343
236.25	8787 Tom Noon Ave. #101	24551	10-H2156 -
535.50	8933 Square Knot Ave.	8933SK	10-H2361
297.00	10570 Longoria Garden St.	22605	10-H2504
369.00	9129 Spoonbill Ridge Place	9129SP	10-H2427
508.50	4825 Sequoia Tree Ave.	24872	10-H2371
1,080.00	2725 S. Nellis Blvd. #1133	1133	10-H2366
1,386.00	858 Jensen Dr.	858	10-H2351
1,755.00	6650 W. Warm Springs Rd. #1120	10005126	10-H2493

By signing below you acknowledge and confirm receipt of said checks.

Signature: _____
An Employee of Nevada Association Services, Inc.

Date: _____

Print: _____
An Employee of Nevada Association Services, Inc.

Date: _____

<input type="checkbox"/> NEXT DAY <input type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL (4 HRS) <input type="checkbox"/> EXPEDITED (2 HRS)		<input type="checkbox"/> JUDGE <input type="checkbox"/> INDEX <input type="checkbox"/> JUSTICE <input type="checkbox"/> CIVIL <input type="checkbox"/> EVICT <input type="checkbox"/> CRIM <input type="checkbox"/> S.C. <input type="checkbox"/> TRAF <input type="checkbox"/> D.A. <input type="checkbox"/> MUNICI <input type="checkbox"/> RECORDER <input type="checkbox"/> CONSTABLE <input type="checkbox"/> SHERIFF <input type="checkbox"/> FEDERAL <input type="checkbox"/> BANKRUPTCY <input type="checkbox"/> SECY OF STATE <input type="checkbox"/> HEARINGS OFFICER <input type="checkbox"/> APPEALS OFFICER
Received by: _____ Date: _____ Time: _____		
NOT COMPLETE DUE TO <i>Refused by Party</i> <i>(2011)</i>		

OCWEN632

JA0615

MILES BAUER BORROWER LETTER AFFIDAVIT

State of California }
 } ss.
Orange County }

Affiant being first duly sworn, deposes and says:

1. I am a paralegal with the law firm of Miles, Bauer, Bergstrom & Winters, LLP (Miles Bauer) in Costa Mesa, California. I am authorized to submit this affidavit on behalf of Miles Bauer.

2. I am over 18 years of age, of sound mind, and capable of making this affidavit.

3. The information in this affidavit is taken from Miles Bauer's business records. I have personal knowledge of Miles Bauer's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Miles Bauer's regularly conducted business activities; and (c) it is the regular practice of Miles Bauer to make such records. I have personal knowledge of Miles Bauer's procedures for creating and maintaining these business records. I personally confirmed that the information in this affidavit is accurate by reading the affidavit and attachments, and checking that the information in this affidavit matches Miles Bauer's records available to me.

4. Bank of America, N.A. (BANA) retained Miles Bauer to tender payments to homeowners associations (HOA) to satisfy super-priority liens in connection with the following loan:

Loan Number: /0680

Borrower(s): Megan Sulliban

Property Address: 8787 Tom Noon Avenue #101, Las Vegas, Nevada 89178

5. Miles Bauer maintains records for the loan in connection with tender payments to HOA. As part of my job responsibilities for Miles Bauer, I am familiar with the type of records maintained by Miles Bauer in connection with the loan.

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6. Based on Miles Bauer's business records, attached as Exhibit 1 is a copy of the Microsoft Word version of a letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Megan Sullivan. Although the attached letter is incorrectly dated March 13, 2015 due to the "Automatic Date Change" function in Microsoft Word and date of reprinting of that letter, Miles Bauer's case management system includes a specific note evidencing the letter was sent to Megan Sullivan on or about November 8, 2010. A copy of a screenshot of the relevant case management note[s] confirming the letter was sent is attached as Exhibit 2.

FURTHER DECLARANT SAYETH NOT.

Date: 3/13/15

[Signature]

Declarant Adam Kendis

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 13th day of March, 2015,

by Adam Kendis, proved to me on the basis of satisfactory evidence to be
(Name of Signer)

the person who appeared before me.

Signature Amanda Maria Mendoza (Seal)
(Signature of Notary Public)



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Handwritten text in the upper middle section, mostly illegible.

Handwritten signature or initials.

Handwritten text, possibly a date or number.

Handwritten text.

Handwritten text in the middle section, mostly illegible.

Handwritten text.

Handwritten text.

Handwritten text.

Handwritten text.

AMANDA MARIA MENDOZA
Commission # 5078315
Notary Public - California
Los Angeles County
My Comm. Expires Aug 17, 2018



Handwritten signature or text.

EXHIBIT 1

OCWEN590

JA0620

DOUGLAS E. MILES *
Also Admitted in California and
Illinois

RICHARD J. BAUER, JR. *
JEREMY T. BERGSTROM

Also Admitted in Arizona
FRED TIMOTHY WINTERS *
KEENAN E. McCLENNAN *
MARK T. DOMEYER *

Also Admitted in District of
Columbia & Virginia
TAMI S. CROSBY *

L. BRYANT JAQUEZ *
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MILES, BAUER, BERGSTROM & WINTERS, LLP
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* CALIFORNIA OFFICE
1231 E. DYER ROAD
SUITE 100
SANTA ANA, CA 92705
PHONE (714) 481-9100
FACSIMILE (714) 481-9141

March 13, 2015

Megan Sullivan
8787 Tom Noon Avenue #101
Las Vegas, NV 89178

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 8787 Tom Noon Avenue #101, Las Vegas, NV 89178*
MBBW File No. 10-H2156

Ms. Sullivan:

This letter is written in response to the attached Notice of Default your HOA caused to be issued and recorded as a result of you allegedly neglecting to timely pay your required HOA assessments on the above described real property. This firm represents the interests of MERS as nominee for BAC Home Loans Servicing, LP aka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to these issues. As you know, BAC is the beneficiary/servicer of the first deed of trust loan secured by the property.

NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

...

any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
 - (b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

Subsection 2b. of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

Please be advised that, in the event you do not immediately bring your HOA account current by paying all sums past due, BAC *may* advance the sums necessary to protect *its lien interest* on the property. If BAC does in fact advance said sums, those sums may be added on to the balance you owe on the first position note and deed in trust you executed. BAC may do this per Nevada law and per the express terms of the note and deed of trust you executed. Further, BAC may add the attorney's fees and costs that are being incurred as a result of this matter to your loan. BAC may also do this per Nevada law and per the express terms of the note and deed of trust you executed. Please note that the HOA foreclosure sale may still occur despite any advancement of sums made by BAC in order to protect its lien interest on the property. Thus, we strongly advise that you contact your HOA and/or Nevada Association Services immediately and make the necessary arrangements to bring your HOA account current. If you have already brought your HOA account current or are currently working with Nevada Association Services to do so, then please disregard this letter.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP

Rock K. Jung, Esq.

EXHIBIT 2

OCWEN593

JA0623

File Edit View Help			
Matter ID: 10-H2156		Desc: Sullivan, Megan	
Client Sort: BAC HOME LOANS SERVICING, LP (DMF)		BAC v. Sullivan HOA	
General	Notes	Billing	Contracts
Events	Inquiry	Settlement	Bankruptcy
Contract Info	Custom	Deed Info	EP
New Invoice			
1/1/2010	1/28/2010	Date	File
<p>11/4/2010: RCVD REFERRAL; OPENED 11/04/10</p> <p>11/4/2010: EMF AVB re: How Referral</p> <p>11/8/2010: 11/8 EMT CLIENT WITH INITIAL LETTERS ATTACHED;</p> <p>11/8/2010: Initial letters re 10-H2156 Sullivan msg</p> <p>12/1/2010: 12/1 EMT CLIENT HOA UPDATE WITH PO ATTACHED; FU</p> <p>12/1/2010: Status Update re 10-H2156 (1st) Sullivan msg</p> <p>12/2/2010: EMF Cmt re: wire submitted for 235.25 on 12/2</p> <p>12/8/2010: rcvd phone call from h/o, will try to set up plan with NAS, will fax o</p> <p>12/27/2010: H/O TRYING TO SET UP PAYMENT PLAN WITH NAS; FU</p> <p>1/13/2011: EMT Trustee re: asking if h/o is on payment plan</p> <p>1/13/2011: EMF Trustee re: h/o not on payment plan</p> <p>1/24/2011: TRUSTEE STATES H/O NOT ON PAYMENT PLAN.</p> <p>1/28/2011: 1/28 CHECK SENT TO HOA; FU 2/14 SEE IF CHECK WAS</p> <p>1/28/2011: EMF RCL re: Payoff funds, 10-H2156, 8787 Tom Moon Ave. #101</p> <p>2/14/2011: 2/14 CHECK RETURNED; FU 4/15 MONITOR EX PARTE</p> <p>2/15/2011: EMF RCL re: Status of Payoff funds, (Rejected), 10-H2156, 8787 Tom Moo</p> <p>2/31/2011: LIEN HAS BEEN RELEASED; FU 4/6 COPY OF LIEN</p> <p>4/8/2011: EMF RCL re: closing file</p> <p>4/8/2011: EMT Cmt re: sept invoice</p> <p>7/28/2011: EMT C Robert Conley and Linda Spears, regarding payment of Invoices.</p> <p>8/31/2011: EMT NAIRA RE: HOA INVOICES</p> <p>9/2/2011: EMT NAIRA RE: HOA INVOICES-1</p> <p>9/2/2011: EMT NAIRA RE: HOA INVOICES-2</p> <p>9/2/2011: EMT NAIRA RE: HOA INVOICES-3</p>			

EXHIBIT C

EXHIBIT C

EXHIBIT C

Inst #: 201207200003175

Fees: \$17.00

N/C Fee: \$0.00

07/20/2012 03:43:54 PM

Receipt #: 1242118

Requestor:

ALESSI & KOENIG LLC

Recorded By: SAO Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded return to:

176-20-714-331

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 176-20-714-331

Trustee Sale # 31123-8787-101

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of Clark County, Nevada, **High Noon at Arlington Ranch Homeowner's Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **8787 Tom Noon Ave., #101, Las Vegas, NV 89178** and more particularly legally described as: **HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111 Book 115 Page 21** in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are): **Megan Sullivan**

The mailing address(es) is: **8787 Tom Noon Ave., #101, Las Vegas, NV 89178**

The total amount due through today's date is: **\$1,887.01**. Of this total amount **\$1,812.01** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$75.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **July 3, 2012**

By: 

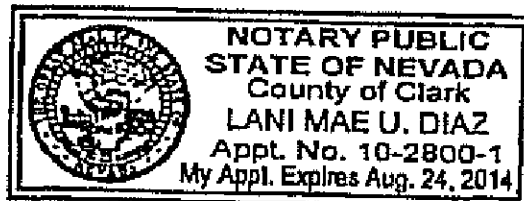
Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **High Noon at Arlington Ranch Homeowner's Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me July ¹²~~3~~, 2012

(Seal)



(Signature)


NOTARY PUBLIC

EXHIBIT D

EXHIBIT D

EXHIBIT D

Inst #: 201210310000600

Fees: \$17.00

N/C Fee: \$0.00

10/31/2012 08:04:08 AM

Receipt #: 1364059

Requestor:

ALESSI & KOENIG LLC

Recorded By: MAT Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 205
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 176-20-714-331


Trustee Sale No. 31123-8787-101

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$3,190.45 as of October 5, 2012 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: High Noon at Arlington Ranch Homeowner's Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 205, Las Vegas, NV 89147, (702)222-4033.

THIS NOTICE pursuant to that certain Notice of Delinquent Assessment Lien, recorded on July 20, 2012 as document number 0003175, of Official Records in the County of Clark, State of Nevada. Owner(s): Megan Sullivan, of HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111, as per map recorded in Book 115, Pages 21, as shown on the Plan and Subdivision map recorded in the Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 8787 Tom Noon Ave., #101, Las Vegas, NV 89178. If you have any questions, you should contact an attorney. 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 Alessi & Koenig, LLC is appointed trustee agent under the above referenced lien, dated July 20, 2012, on behalf of High Noon at Arlington Ranch Homeowner's Association to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: October 5, 2012



Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of High Noon at Arlington Ranch Homeowner's Association

EXHIBIT E

EXHIBIT E

EXHIBIT E

Inst #: 201306210001581

Fees: \$17.00

N/C Fee: \$0.00

06/21/2013 12:30:06 PM

Receipt #: 1664643

Requestor:

ALESSI & KOENIG LLC

Recorded By: ANI Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 176-20-714-331

TSN 31123-8787-101

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALESSI & KOENIG AT 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On July 17, 2013, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on July 20, 2012, as instrument number 0003175, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2nd Floor)

The street address and other common designation, if any, of the real property described above is purported to be: 8787 Tom Noon Ave., #101, Las Vegas, NV 89178. The owner of the real property is purported to be: Megan Sullivan

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,019.80. Payment must be in made in the form of certified funds.

Date:

JUN 09 2013

By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of High Noon at Arlington Ranch Homeowner's Association

EXHIBIT F

EXHIBIT F

EXHIBIT F

Inet #: 201307300000805

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$372.30 Ex: #

07/30/2013 08:44:26 AM

Receipt #: 1712712

Requestor:

ALESSI & KOENIG LLC

Recorded By: RNS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

(2) 1

When recorded mail to and
Mail Tax Statements to:
Properties Plus Investments, LLC
1785 E. Sahara Ave. #490-939
Las Vegas, NV 89104

A.P.N. No.176-20-714-331

TS No. 31123-8787-101

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: Properties Plus Investments, LLC
The Foreclosing Beneficiary herein was: High Noon at Arlington Ranch Homeowner's Association
The amount of unpaid debt together with costs: \$5,979.89
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$7,500.00
The Documentary Transfer Tax: \$372.30
Property address: 8787 TOM NOON AVE #101, LAS VEGAS, NV 89178-7792
Said property is in [] unincorporated area: City of LAS VEGAS
Trustor (Former Owner that was foreclosed on): MEGAN R SULLIBAN

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded July 20, 2012 as instrument number 0003175, in Clark County, does hereby grant, without warranty expressed or implied to: Properties Plus Investments, LLC (Grantee), all its right, title and interest in the property legally described as: HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111, as per map recorded in Book 115, Pages 21 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

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 July 17, 2013 at the place indicated on the Notice of Trustee's Sale.

Huong Lam, Esq.

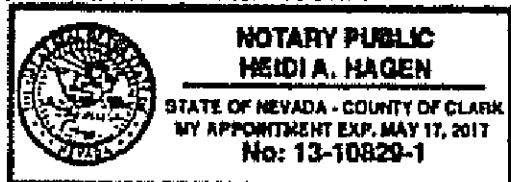
Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC.

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me JUL 22 2013 by Huong Lam

WITNESS my hand and official seal.

(Seal)



Heidi A. Hagen
(Signature)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 176-20-714-331

b. _____

c. _____

d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 7,500.00

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value:

\$ 72,526.00

d. Real Property Transfer Tax Due

\$ 372.30

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature  Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alessi & Koenig, LLCAddress: 9500 W. Flamingo Rd., Ste. 205City: Las VegasState: NVZip: 89147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Properties Plus InvestmentsAddress: 1785 E. Sahara Ave. #490-939City: Las VegasState: NVZip: 89104

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi & Koenig, LLCAddress: 9500 W. Flamingo Rd., Ste. 205City: Las VegasEscrow # N/A ForeclosureState: NVZip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT G

EXHIBIT G

EXHIBIT G

Inst #: 201109020001737
Fees: \$15.00
N/C Fee: \$0.00
09/02/2011 09:35:06 AM
Receipt #: 901762
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: KXC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:
Silver State Trustee Services, LLC
In affiliation with
Robert J. Walsh, Esq.
1424 South Jones Blvd.
Las Vegas, NV 89146-1231

APN#: 176-20-714-331
TS#: 103338

Accommodation**NOTICE OF DELINQUENT ASSESSMENT LIEN**

Notice is hereby given pursuant to NRS 116.3116, Arlington Ranch North Master Association, having a declaration of Covenants, Conditions and Restrictions recorded 3/25/2004, Instrument No. 0000423, Book # 20040325, claims a lien upon real property, building, improvements and structures thereon, described below.

The amount of assessments, interest costs and penalties in arrears is \$398.94 together with collection and lien costs of \$395.00 the total amount due is \$793.94. Due by 10/1/2011. If not cured within thirty (30) days, a Notice of Default Election to Sell Real Property under Assessment Claim & Lien may be recorded against the property.

Property Address: 8787 Tom Noon Ave., #101
Las Vegas, NV 89178

Legal Description: Plat Book 115, Page 21; Unit 101 Building 111
High Noon at Arlington Ranch

Owner(s) of Record: Sullivan, Megan R.

Mailing Address(es): 8787 Tom Noon Ave., #101, Las Vegas, NV 89178

The amount owed to cure this lien increases at the rate of monthly assessments, late fees, interest and special assessments as well as all additional fees of the Agent for the Association and/or Management body.

SILVER STATE TRUSTEE SERVICES, LLC
1424 SOUTH JONES BLVD.
LAS VEGAS, NV 89146-1231
PHONE: (702) 221-8848

Authorized Agent for Arlington Ranch North Master Association



Monique Washington

Dated the 31st day of August, 2011.

State of Nevada)
County of Clark)

Monique Washington, being first duly sworn, deposes and says: That I am the authorized representative of Arlington Ranch North Master Association in the above entitled action: That I have read the foregoing Notice of Delinquent Assessment Lien and know the contents thereof, and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.



Monique Washington

On the 31st day of August, 2011, personally appeared before me, a notary public, Monique Washington, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument.



Notary Public

M. D. BIRMONS NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 5-10-2014 Certificate No: 94-3822-1
--

EXHIBIT H

EXHIBIT H

EXHIBIT H

(2)

When recorded return to:
Silver State Trustee Services, LLC
In affiliation with
Robert J. Walsh, Esq.
1424 South Jones Blvd.
Las Vegas, NV 89146-1231

Inst #: 201110200001455
Fees: \$15.00
N/C Fee: \$0.00
10/20/2011 09:29:18 AM
Receipt #: 052610
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: CYV Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 176-20-714-331

TS#: 103338

34679

**NOTICE OF DEFAULT ELECTION TO SELL UNDER
NOTICE OF DELINQUENT ASSESSMENT**

NOTICE IS HEREBY GIVEN, that Arlington Ranch North Master Association is the lien holder and beneficiary under a Notice of Delinquent Assessment executed by Silver State Trustee Services, LLC., agent for Arlington Ranch North Master Association, recorded 9/2/2011, Book No. 20110902, as Instrument No. 0001737 of the official records in the Office of Recorder of Clark County Nevada, describing the land therein as:

Unit 101 Building 111; High Noon at Arlington Ranch
as shown by map on file in Plat Book 115, Page 21
in the records of the County Recorder of Clark County, Nevada,
and more commonly known as:
8787 Tom Noon Ave., #101, Las Vegas, NV 89178

to secure certain financial obligations of: Sullivan, Megan R.

reputed owner(s) of the property. Said financial obligations total \$1,873.37 as of 10/18/2011, including the amount of the original lien of \$793.94, plus accruing assessments, interest, costs and fees of the agent since that time.

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

The beneficial interest under such Assessment Lien and the obligations secured thereby are presently held by the undersigned: that a breach of, and default in, the obligations for which such assessment Lien is security, has occurred in that payment has not been made in the above-referenced amounts: that by reason thereof, present beneficiary under such Assessment Lien has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the property to be sold to satisfy secured thereby.

Pursuant to Nevada Revised Statutes 116.31116, a sale will be held if this obligation is not completely satisfied and paid within ninety (90) days from the recording date of the Notice, on real property described hereinabove.

SILVER STATE TRUSTEE SERVICES, LLC
1424 SOUTH JONES BLVD.
LAS VEGAS, NV 89146-1231
PHONE: (702) 221-8848

As Agent for Arlington Ranch North Master Association



Monique Washington

Dated the 18th day of October, 2011

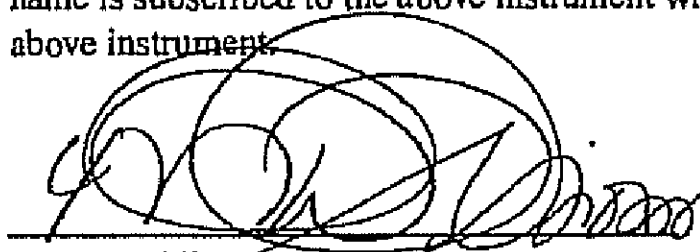
State of Nevada)
County of Clark)

Monique Washington, being first duly sworn, deposes and says: That I am the authorized representative of Arlington Ranch North Master Association in the above entitled action: That I have read the foregoing Notice of Default And Election to Sell and know the contents thereof, and that the same is true of my own knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.



Monique Washington

On the 18th day of October, 2011, personally appeared before me, a notary public, Monique Washington, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument.



Notary Public

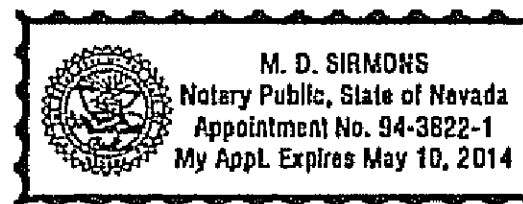


EXHIBIT I

EXHIBIT I

EXHIBIT I

When recorded return to:
Silver State Trustee Services, LLC
1424 South Jones Blvd.
Las Vegas, NV 89146-1231

APN# 176-20-714-331
TS# 103338

Inet #: 201207190001022
Fees: \$18.00
N/C Fee: \$0.00
07/19/2012 09:30:32 AM
Receipt #: 1239950
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

NOTICE OF SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL SILVER STATE TRUSTEE SERVICES, LLC AT (702) 221-8848. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (877) 829-9907 IMMEDIATELY.

Notice is hereby given that tentatively on September 6, 2012 at 10:00 A.M., **Arlington Ranch North Master Association**, under and pursuant to the Notice of Delinquent Assessment Lien recorded on 9/2/2011, in book 20110902 of Official Records, as Instrument No.0001737 of Clark County, Nevada, such lien being properly assessed and recorded pursuant to NRS 117.070 et. sq. or NRS 116.3116 or any amendments thereto, in favor of **Arlington Ranch North Master Association** by reason of the breach of assessment obligations secured thereby, Notice of Default and Election to sell Real Property to satisfy assessment lien which was recorded on 10/20/2011 in book 20111020 of Official Records, as Instrument No. 0001455 of Clark County, Nevada **will sell at Public Auction to the highest bidder** for lawful money of the United States of America, at the Front Entrance to Nevada Legal News located at 930 S. Fourth St. Las Vegas, Nevada 89101, without covenant or warranty, express or implied, regarding title, possession or encumbrances, all right, title and interest of the owner, without equity or right of redemption, the real property situated in the County of Clark, State of Nevada, described as follows:

APN: 176-20-714-331
Plat Book 115, Page 21, Unit 101 Bldg 111
High Hoon at Arlington Ranch, in the records of the Clark County
Recorders Office; more commonly known as:
8787 Tom Noon Ave., #101; Las Vegas, NV 89178

Purported Owners: Sullivan, Megan R.

Bidding price will open at \$2,659.70 in order to satisfy said financial obligation under the Notice of Delinquent Assessment Lien, secured by the Notice of Default to include assessments, interest, late fees, charges, expenses, and advances if any of the homeowners association at the time of initial publication of this notice.

Dated: 7/18/2012

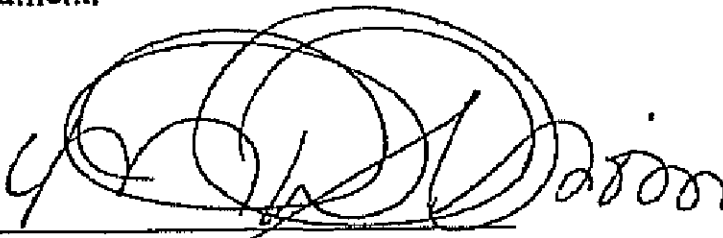
Authorized Agent of Arlington Ranch North Master Association



Monique D. Washington

State of Nevada)
County of Clark)

On the 18th day of July 2012, personally appeared before me a notary public, Monique D. Washington, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument.



Notary Public

M. D. SIMONS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 5-10-2014
Certificate No: 94-3822-1

IN THE SUPREME COURT OF THE STATE OF NEVADA

PROPERTY PLUS INVESTMENTS, LLC, a
Nevada Limited Liability Corporation

S .C. No.: 69072
D.C. No.: A692200

Appellants,

vs.

BANK OF AMERICA, N.A., a Nevada Association,
MORTGAGE ELECTRONIC REGISTRATION
SYSTEM; an Illinois Corporation; ARLINGTON
RANCH NORTH MASTER ASSOCIATION; a
Nevada Non-Profit Corporation; ARLINGTON
RANCH LANDSCAPE MAINTENANCE
ASSOCIATION; a Nevada Non-Profit Corporation;
DOES 1 Through 25 inclusive; and ROE
CORPORATIONS, I through X, inclusive.

Respondents.

JOINT APPENDIX

**APPEAL FROM EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA**

The Honorable Linda Bell

KANG & ASSOCIATES, PLLC

PATRICK W. KANG, ESQ.

Nevada Bar No.: 10381

ERICA D. LOYD, ESQ.

Nevada Bar No.: 10922

6480 W Spring Mountain Road

Suite 1

Las Vegas, Nevada 89146

P: 702.333.4223

Attorneys for Appellant

WRIGHT, FINLEY & ZAK, LLP.

CHELSEA A. CROWTON, ESQ.

Nevada Bar No.: 11547

7785 W Sahara Ave.

Suite 200

Las Vegas, Nevada 89117

P: 702.475.7964

Attorneys for Respondents

Volume 15

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(2) Motion for Summary Judgment..... JA0336-JA0343

(3) Setting Civil Non-Jury Trial.....JA0152-JA0155

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Stipulation & Order to Extend Time.....JA0145-JA0148

disposition by tendering the performance due under the security agreement, including any amounts due because of exercise of a right to accelerate, plus the reasonable expenses of proceeding to foreclosure incurred to the time of tender, including reasonable attorney's fees of the creditor.]

COMMENT

1. To ensure prompt and efficient enforcement of the association's lien for unpaid assessments, such liens should enjoy statutory priority over most other liens. Accordingly, subsection (b) provides that the association's lien takes priority over all other liens and encumbrances except those recorded prior to the recordation of the declaration, those imposed for real estate taxes or other governmental assessments or charges against the unit, and first security interests recorded before the date the assessment became delinquent. However, as to prior first security interests the association's lien does have priority for 6 months' assessments based on the periodic budget. A significant departure from existing practice, the 6 months' priority for the assessment lien strikes an equitable balance between the need to enforce collection of unpaid assessments and the obvious necessity for protecting the priority of the security interests of lenders. As a practical matter, secured lenders will most likely pay the 6 months' assessments demanded by the association rather than having the association foreclose on the unit. If the lender wishes, an escrow for assessments can be required. Since this provision may conflict with the provisions of some state statutes which forbid some lending institutions from making loans not secured by first priority liens, the law of each state should be reviewed and amended when necessary.

In cooperatives, the association has legal title to the units and depending on the election made in the declaration pursuant to Section 2-118(i) may have power to create, assume, or take subject to security interests in the units which have priority over the interest of unit owners. Obviously, the cooperative association's lien should not have priority over an interest which the association itself has given, assumed, or taken subject to and subsection (b) expressly so provides.

The special reference to cooperatives in subsection (b)(ii) merely recognizes that in a cooperative both the association and the unit owner have an interest in a unit.

2. Units may be part of two common interest communities. For example, a large real estate development may consist of one or more condominiums which are also part of a larger planned community. In that case, the planned community association might assess the condominium units for the general maintenance expenses of the planned community and the condominium association would assess for the direct maintenance expenses of the building itself. In such a situation, subsection (c) provides that unpaid liens of the two associations have equal

priority regardless of the relative time of creation of the two regimes and regardless of the time the assessments were made or became delinquent.

3. Subsection (f) makes clear that the association may have remedies short of foreclosure of its lien that can be used to collect unpaid assessments. The association, for example, might bring an action in debt or breach of contract against a recalcitrant unit owner rather than resorting to foreclosure.

4. The rights of the association against a unit upon nonpayment of an assessment on that unit depends on whether the common interest community is a condominium or planned community on the one hand, or a cooperative on the other.

In the typical cooperative the association will have a substantial underlying mortgage on all or a substantial portion of the real estate in the cooperative and a large part of each unit owner's periodic assessment will go toward payment of that particular unit's proportionate share of the mortgage. If the unit owner fails to pay his assessment on time, the association may be forced into default on its own mortgage payments with consequent possible foreclosure of the underlying mortgage and loss by all unit owners of their interests in the cooperative. Therefore, in the cooperative context it is essential that the cooperative association have a fast and effective remedy for failure of a unit owner to pay his assessment. The act provides in Subsection (i) that upon nonpayment the cooperative unit owner may be evicted in the same manner as an unlawfully holding over commercial tenant. Those rules will ordinarily be the most rapid and efficient rules in the state as to eviction of tenants.

If the unit owner's interest is real estate, subsection (j)(2) then offers the state two alternatives as to nonjudicial foreclosure of a cooperative association's lien. The first alternative is power of sale under any existing state statute authorizing power of sale under mortgages. If there is no power of sale statute or if the legislature chooses to adopt a special power of sale provision for foreclosure of the lien on cooperative units, the state can choose the 2d alternative: power of sale under subsection (k) of this section.

Subsection (k), which is patterned after the power of sale foreclosure provisions of the Uniform Land Transactions Act, is a modern power of sale provision which frees private power of sale foreclosure from many of the costly, time consuming, and inefficiency producing strictures of most existing private power of sale statutes. At the same time, it provides reasonable protection to the unit owner and junior interests.

If the unit owners' interest in a cooperative is personal property, the association's lien is foreclosed as if it were a security interest under Article 9 of the Uniform Commercial Code. Article 9 foreclosure is generally less expensive and faster than either judicial or power of sale real estate foreclosure. This difference in cost and speed of foreclosure, both for association liens and security interests, is one of the major factors to be considered in choosing whether, under Section 1-105, the unit owner's interest in a cooperative will be real property or personal

property. Article 9 foreclosure is currently used in foreclosing security interests in mobile homes, and has been accepted in the various states as a permissible method of foreclosure in that housing area without serious challenge.

In a condominium or planned community, there is not likely to be a substantial underlying mortgage for which unit owners are assessed. Therefore, failure to pay assessments on time will have less serious consequences for the association than in the case of cooperatives. The section provides that the association lien in a condominium or planned community is to be foreclosed according to the rules generally applicable to real estate mortgages in the state rather than setting out a special faster method of foreclosure in the statute.

§ 3-117. Other Liens

(a) In a condominium or planned community:

(1) Except as provided in paragraph (2), a judgment for money against the association [if recorded] [if docketed] [if [insert other procedures required under state law to perfect a lien on real estate as a result of a judgment]], is not a lien on the common elements, but is a lien in favor of the judgment lien holder against all of the units in the common interest community at the time the judgment was entered. No other property of a unit owner is subject to the claims of creditors of the association.

(2) If the association has granted a security interest in the common elements to a creditor of the association pursuant to Section 3-112, the holder of that security interest shall exercise its right against the common elements before its judgment lien on any unit may be enforced.

(3) Whether perfected before or after the creation of the common interest community, if a lien, other than a deed of trust or mortgage (including a judgment lien or lien attributable to work performed or materials supplied before creation of the common interest community), becomes effective against two or more units, the unit owner of an affected unit may

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EXHIBIT 6



**STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
ADVISORY OPINION**

Subject: The Super Priority Lien	Advisory No. 13-01	21 pages
	Issued By: Real Estate Division	
	Amends/Supersedes	N/A
Reference(s): NRS 116.3102; ; NRS 116.310312; NRS 116.310313; NRS 116.3115; NRS 116.3116; NRS 116.31162; Commission for Common Interest Communities and Condominium Hotels Advisory Opinion No. 2010-01		Issue Date: December 12, 2012

QUESTION #1:

Pursuant to NRS 116.3116, may the portion of the association's lien which is superior to a unit's first security interest (referred to as the "super priority lien") contain "costs of collecting" defined by NRS 116.310313?

QUESTION #2:

Pursuant to NRS 116.3116, may the sum total of the super priority lien ever exceed 9 times the monthly assessment amount for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115, plus charges incurred by the association on a unit pursuant to NRS 116.310312?

QUESTION #3:

Pursuant to NRS 116.3116, must the association institute a "civil action" as defined by Nevada Rules of Civil Procedure 2 and 3 in order for the super priority lien to exist?

SHORT ANSWER TO #1:

No. The association's lien does not include "costs of collecting" defined by NRS 116.310313, so the super priority portion of the lien may not include such costs. NRS 116.310313 does not say such charges are a lien on the unit, and NRS 116.3116 does not make such charges part of the association's lien.

- (2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;
- (3) Satisfaction of the association's lien;
- (4) Satisfaction in the order of priority of any subordinate claim of record;
- and
- (5) Remittance of any excess to the unit's owner.

Subsections (1) and (2) allow the association to receive its expenses to enforce its lien through foreclosure *before* the association's lien is satisfied. Obviously, if there are no proceeds from a sale or a sale never takes place, the association has no way to collect its expenses other than through a civil action against the unit owner. Associations must consider this consequence when making decisions regarding collection policies understanding that every delinquent assessment may not be treated the same.

II. NRS 116.3116(2) ESTABLISHES THE PRIORITY OF THE ASSOCIATION'S LIEN.

Having established that the association has a lien on the unit as described in subsection (1) of NRS 116.3116, we now turn to subsection (2) to determine the lien's priority in relation to other liens recorded against the unit. The lien described by NRS 116.3116(1) is what is referred to in subsection (2). Understanding the priority of the lien is an important consideration for any board of directors looking to enforce the lien through foreclosure or to preserve the lien in the event of foreclosure by a first security interest.

NRS 116.3116(2) provides that the association's lien is prior to all other liens recorded against the unit *except*: liens recorded against the unit before the declaration; first security interests (first deeds of trust); and real estate taxes or other governmental assessments. There is one exception to the exceptions, so to speak, when it comes to priority of the association's lien. This exception makes a portion of an association's lien prior to the first security interest. The portion of the association's lien given priority status to a first security interest is what is referred to as the "super priority lien" to

distinguish it from the other portion of the association's lien that is subordinate to a first security interest.

The ramifications of the super priority lien are significant in light of the fact that superior liens, when foreclosed, remove all junior liens. An association can foreclose its super priority lien and the first security interest holder will either pay the super priority lien amount or lose its security. NRS 116.3116 is found in the Uniform Act at § 3-116. Nevada adopted the original language from § 3-116 of the Uniform Act in 1991. From its inception, the concept of a super priority lien was a novel approach. The Uniform Act comments to § 3-116 state:

[A]s to prior first security interests the association's lien does have priority for 6 months' assessments based on the periodic budget. A significant departure from existing practice, the 6 months' priority for the assessment lien strikes an equitable balance between the need to enforce collection of unpaid assessments and the obvious necessity for protecting the priority of the security interests of lenders. As a practical matter, secured lenders will most likely pay the 6 months' assessments demanded by the association rather than having the association foreclose on the unit. If the lender wishes, an escrow for assessments can be required.

This comment on § 3-116 illustrates the intent to allow for 6 months of assessments to be prior to a first security interest. The reason this was done was to accommodate the association's need to enforce collection of unpaid assessments. The controversy surrounding the super priority lien is in defining its limit. This is an important consideration for an association looking to enforce its lien. There is little benefit to an association if it incurs expenses pursuing unpaid assessments that will be eliminated by an imminent foreclosure of the first security interest. As stated in the comment, it is also likely that the holder of the first security interest will pay the super priority lien amount to avoid foreclosure by the association.

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EXHIBIT 7

JA0555

Inst #: 201307300000805

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$372.30 Ex: #

07/30/2013 08:44:26 AM

Receipt #: 1712712

Requestor:

ALESSI & KOENIG LLC

Recorded By: RNS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

(2) -1

When recorded mail to and
Mail Tax Statements to:
Properties Plus Investments, LLC
1785 E. Sahara Ave. #490-939
Las Vegas, NV 89104

A.P.N. No. 176-20-714-331

TS No. 31123-8787-101

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **Properties Plus Investments, LLC**
The Foreclosing Beneficiary herein was: **High Noon at Arlington Ranch Homeowner's Association**
The amount of unpaid debt together with costs: **\$5,979.89**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$7,500.00**
The Documentary Transfer Tax: **\$372.30**
Property address: **8787 TOM NOON AVE #101, LAS VEGAS, NV 89178-7792**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **MEGAN R SULLIBAN**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded July 20, 2012 as instrument number 0003175, in Clark County, does hereby grant, without warranty expressed or implied to: **Properties Plus Investments, LLC (Grantee)**, all its right, title and interest in the property legally described as: **HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111**, as per map recorded in Book 115, Pages 21 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

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 July 17, 2013 at the place indicated on the Notice of Trustee's Sale.

Huong Lam, Esq.

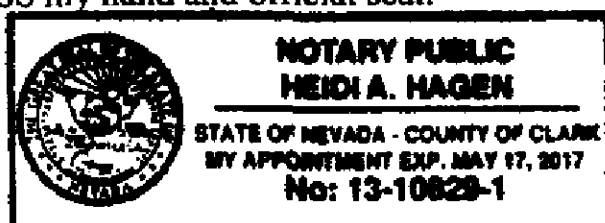
Signature of AUTHORIZED AGENT for Alessi & Koenig, Llc.

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me JUL 22 2013 by Huong Lam

WITNESS my hand and official seal.

(Seal)



(Signature)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 176-20-714-331
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 7,500.00

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value: \$ 72,526.00

d. Real Property Transfer Tax Due \$ 372.30

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Properties Plus Investments
Address: 1785 E. Sahara Ave. #490-939
City: Las Vegas
State: NV Zip: 89104

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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EXHIBIT 8

[Search Results](#) [Print](#)

You searched under: **Parcel Number** for: **176-20-714-331** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **6/2/2016**

Records found: 56

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
DR HORTON INC		200509300002851	ANNEXATION	AMEND	9/30/2005 12:11:14 PM	176-20-714-331		
DR HORTON INC	LIMBERIS, CHRISTINA E	200509300002852	DEED		9/30/2005 12:11:14 PM	176-20-714-331		211580.0000
LIMBERIS, CHRISTINA E	DHI MORTGAGE COMPANY LTD	200509300002853	DEED OF TRUST		9/30/2005 12:11:14 PM	176-20-714-331		
LIMBERIS, CHRISTINA E	DHI MORTGAGE COMPANY LTD	200509300002854	DEED OF TRUST		9/30/2005 12:11:14 PM	176-20-714-331		
LIMBERIS, CHRISTINA E	SULLIBAN, MEGAN R	200704300006327	DEED		4/30/2007 3:46:29 PM	176-20-714-331		215000.0000
SULLIBAN, MEGAN R	BANK OF AMERICA NA	200704300006328	DEED OF TRUST		4/30/2007 3:46:29 PM	176-20-714-331		
RECONTRUST COMPANY NA	LIMBERIS, CHRISTINA E	200705100002184	SUBSTITUTION/RECONVEYANCE		5/10/2007 10:50:13 AM	176-20-714-331		
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	LIMBERIS, CHRISTINA	200706110002127	SUBSTITUTION/RECONVEYANCE		6/11/2007 11:57:01 AM	176-20-714-331		
SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER ASSOCIATION	200902090002359	LIEN		2/9/2009 1:44:28 PM	176-20-714-331		
ARLINGTON RANCH NORTH MASTER ASSOCIATION	SULLIBAN, MEGAN R	200904200004245	LIEN	Release(RL)	4/20/2009 2:33:08 PM	176-20-714-331		
SULLIBAN, MEGAN R	HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	201004080004587	NOTICE		4/8/2010 4:28:28 PM	176-20-714-331	DOCUMENT ON LEGAL SIZE FORM	0.0000
SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER	201005180002841	LIEN		5/18/2010 1:55:20 PM	176-20-714-331		0.0000
SULLIBAN, MEGAN	HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	201007010000205	DEFAULT		7/1/2010 8:33:21 AM	176-20-714-331		0.0000

SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER	201009270005814	DEFAULT		9/27/2010 10:08:46 AM	176-20-714-331	0.0000
ARLINGTON RANCH NORTH MASTER	SULLIBAN, MEGAN R	201103210001390	LIEN	RELEASE	3/21/2011 9:39:00 AM	176-20-714-331	0.0000
ARLINGTON RANCH NORTH MASTER	SULLIBAN, MEGAN R	201103210001391	NOTICE	RESCISSION	3/21/2011 9:39:00 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	REPUBLIC SILVER STATE DISPOSAL INC	201105260002608	LIEN		5/26/2011 1:08:12 PM	176-20-714-331	0.0000
HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	SULLIBAN MEGAN	201108110003249	LIEN	RELEASE	8/11/2011 9:59:58 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER ASSOCIATION	201109020001737	LIEN		9/2/2011 9:35:06 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER ASSOCIATION	201110200001455	DEFAULT		10/20/2011 9:29:18 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION	201205230000539	LIEN		5/23/2012 8:03:47 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	ARLINGTON RANCH NORTH MASTER ASSOCIATION	201207190001022	NOTICE	SALE	7/19/2012 9:30:32 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN	HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	201207200003175	LIEN		7/20/2012 3:43:54 PM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	REPUBLIC SERVICES	201208290001084	LIEN		8/29/2012 11:10:03 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN	HIGH NOON AT ARLINGTON RANCH HOMEOWNER'S ASSOCIATION	201210310000600	DEFAULT		10/31/2012 8:04:08 AM	176-20-714-331	0.0000
CLARK COUNTY	SULLIBAN, MEGAN R	201212310000519	LIEN	RELEASE	12/31/2012 8:35:42 AM	176-20-714-331	0.0000
CLARK COUNTY	SULLIBAN, MEGAN R	201212310000520	LIEN	RELEASE	12/31/2012 8:35:42 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN R	REPUBLIC SERVICES	201306030001785	LIEN		6/3/2013 11:14:15 AM	176-20-714-331	0.0000
SULLIBAN, MEGAN	ON JULY 17 2013 ALESSI & KOENIG	201306210001581	NOTICE OF TRUSTEE SALE		6/21/2013 12:30:06 PM	176-20-714-331	0.0000

ALESSI & KOENIG LLC	PROPERTIES PLUS INVESTMENTS LLC	201307300000805	TRUSTEE DEED		7/30/2013 8:44:26 AM	176-20-714-331	72526.0000
HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	SULLIBAN, MEGAN R	201308130001166	LIEN	RELEASE	8/13/2013 9:00:12 AM	176-20-714-331	0.0000
PROPERTIES PLUS INVESTMENTS LLC	ARLINGTON RANCH NORTH MASTER ASSOCIATION	201310170001633	LIEN		10/17/2013 1:36:56 PM	176-20-714-331	0.0000
PROPERTIES PLUS INVESTMENTS LLC	CLARK COUNTY	201311270001968	LIEN		11/27/2013 10:14:47 AM	176-20-714-331	0.0000
BANK OF AMERICA NA	PROPERTY PLUS INVESTMENTS LLC	201312040004668	LIS PENDENS		12/4/2013 4:29:24 PM	176-20-714-331	0.0000
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REPUBLIC SILVER STATE DISPOSAL INC	PROPERTIES PLUS INVESTMENTS LLC	201402110000302	LIEN	RELEASE	2/11/2014 8:43:32 AM	176-20-714-331	0.0000
BANK OF AMERICA NA	CHRISTIANA TRUST EE	201404070000020	ASSIGNMENT		4/7/2014 8:00:21 AM	176-20-714-331	0.0000
PROPERTIES PLUS INVESTMENT LLC	ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION	201407300000067	LIEN		7/30/2014 8:01:16 AM	176-20-714-331	0.0000
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ARLINGTON RACH NORTH MASTER ASSOCIATION	SULLIBAN, MEGAN R	201409260000513	LIEN	RELEASE	9/26/2014 9:09:40 AM	176-20-714-331	0.0000
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ARLINGTON RANCH NORTH MASTER ASSOCIATION	SULLIBAN, MEGAN R	201409260000515	DEFAULT	RESCISSION	9/26/2014 9:09:40 AM	176-20-714-331	0.0000
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ARLINGTON RANCH NORTH MASTERE ASSOCIATION	SULLIBAN, MEGAN R	201410080001608	LIEN	RELEASE	10/8/2014 10:40:58 AM	176-20-714-331	0.0000
ARLINGTON RANCH NORTH	PROPERTIES PLUS				10/8/2014 10:40:58	176-20-	

MASTERE ASSOCIATION	INVESTMENTS LLC	201410080001609	LIEN	RELEASE	AM	714-331		0.0000
PROPERTIES PLUS INVESTMENTS LLC	REPUBLIC SILVER STATE DISPOSAL INC	201503030004350	LIEN		3/3/2015 4:31:41 PM	176-20-714-331		0.0000
CHRISTIAN TRUST	WILMINGTON TRUST NATIONAL ASSOCIATION	201504290002397	ASSIGNMENT		4/29/2015 12:28:55 PM	176-20-714-331		0.0000
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PROPERTIES PLUS INVESTMENTS LLC	ARLINGTON RANCH NORTH MASTER ASSOCIATION	201508250002938	LIEN		8/25/2015 3:51:28 PM	176-20-714-331		0.0000
PROPERTIES PLUS INVESTMENTS LLC	REPUBLIC SILVER STATE DISPOSAL INC	201508270002000	LIEN		8/27/2015 10:47:52 AM	176-20-714-331		0.0000
PROPERTIES PLUS INVESTMENTS LLC	HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION	201509100001421	LIEN		9/10/2015 10:08:46 AM	176-20-714-331		0.0000
PROPERTIES PLUS INVESTMENTS LLC	HIGH NOON AT ARLINGTON RANCH HOMEOWNER'S ASSOCIATION	201512170001949	DEFAULT		12/17/2015 9:23:01 AM	176-20-714-331		0.0000
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PROPERTIES PLUS INVESTMENTS LLC	REPUBLIC SILVER STATE DISPOSAL INC	201602250001851	LIEN		2/25/2016 1:13:16 PM	176-20-714-331		0.0000
(Not Available)		201605100000747	LIEN	RELEASE	5/10/2016 10:25:32 AM	176-20-714-331		0.0000

IN THE SUPREME COURT OF THE STATE OF NEVADA

PROPERTY PLUS INVESTMENTS, LLC, a
Nevada Limited Liability Corporation

S .C. No.: 69072
D.C. No.: A692200

Appellants,

vs.

BANK OF AMERICA, N.A., a Nevada Association,
MORTGAGE ELECTRONIC REGISTRATION
SYSTEM; an Illinois Corporation; ARLINGTON
RANCH NORTH MASTER ASSOCIATION; a
Nevada Non-Profit Corporation; ARLINGTON
RANCH LANDSCAPE MAINTENANCE
ASSOCIATION; a Nevada Non-Profit Corporation;
DOES 1 Through 25 inclusive; and ROE
CORPORATIONS, I through X, inclusive.

Respondents.

JOINT APPENDIX

**APPEAL FROM EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA**

The Honorable Linda Bell

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JA0541

UNIFORM COMMON INTEREST OWNERSHIP ACT

Drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS
ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT
IN ALL THE STATES

at its

ANNUAL CONFERENCE
MEETING IN ITS NINETY-FIRST YEAR
IN MONTEREY, CALIFORNIA
JULY 30-AUGUST 6, 1982

WITH PREFATORY NOTE AND COMMENTS

the early stages of project development, to pay all of the expenses of the common interest community himself rather than assessing each unit individually. Such a situation might arise, for example, where a declarant owns most of the units in the project and wishes to avoid building the costs of each unit separately and crediting payment to each unit. It might also arise in the case of a declarant who, although willing to assume all expenses of the common interest community, is unwilling to make payments for replacement reserves or for other expenses which he expects will ultimately be part of the association's budget. Subsection (a) grants the declarant such flexibility while at the same time providing that once an assessment is made against any unit, all units, including those owned by the declarant, must be assessed for their full portion of the common expense liability.

2. Under subsection (c), the declaration may provide for assessment on a basis other than the allocation made in Section 2-107 as to limited common elements, other expenses benefiting less than all units, insurance costs, and utility costs.

3. If additional units are added to a common interest community after a judgment has been entered against the association, the new units are not assessed any part of the judgment debt. Since unit owners will know the assessment, and since such unpaid judgment assessments would affect the price paid by purchasers of units, it would be complicated and unnecessary to fairness to reallocate judgment assessments when new units are added.

4. Subsection (f) refers to those instances in which various provisions of this Act require that common expense liabilities be reallocated among the units of a common interest community by amendment to the declaration. These provisions include Section 1-107 (Eminent Domain), Section 2-106(d) (expiration of certain leases), Section 2-110 (Exercise of Development Rights) and Section 2-113(b) (subdivision of units).

§ 3-116. Lien for Assessments

(a) The association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes due. Unless the declaration otherwise provides, fees, charges, late charges, fines, and interest charged pursuant to Section 3-102(a)(10), (11), and (12) are enforceable as assessments under this section. If an assessment is payable in instalments, the full amount of the assessment is a lien from the time the first instalment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a unit except

(i) liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes, or takes subject to, (ii) a first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent, or, in a cooperative, the first security interest encumbering only the unit owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit or cooperative. The lien is also prior to all security interests described in clause (ii) above to the extent of the common expense assessments based on the periodic budget adopted by the association pursuant to Section 3-115(a) which would have become due in the absence of acceleration during the 6 months immediately preceding institution of an action to enforce the lien. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the association. [The lien under this section is not subject to the provisions of [insert appropriate reference to state homestead, dower and curtesy, or other exemptions].]

(c) Unless the declaration otherwise provides, if 2 or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

(d) Recording of the declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within [3] years after the full amount of the assessments becomes due.

(f) This section does not prohibit actions to recover sums for which subsection (a) creates a lien or prohibit an association from taking a deed in lieu of foreclosure.

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

(h) The association upon written request shall furnish to a unit owner a statement setting forth the amount of unpaid assessments against the unit. If the unit owner's interest is real estate, the statement must be in recordable form. The statement must be furnished within [10] business days after receipt of the request and is binding on the association, the executive board, and every unit owner.

(i) In a cooperative, upon nonpayment of an assessment on a unit, the unit owner may be evicted in the same manner as provided by law in the case of an unlawful holdover by a commercial tenant, and the lien may be foreclosed as provided by this section.

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

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

(2) In a cooperative whose unit owners' interests in the units are real estate (Section 1-105), the association's lien must be foreclosed in like manner as a mortgage on real estate [or by power of sale under [insert appropriate state statute]] [or by power of sale under subsection (k)]; or

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

[(4) In the case of foreclosure under [insert reference to state power of sale

statute], the association shall give reasonable notice of its action to all lien holders of the unit whose interest would be affected.]

[(k) In a cooperative, if the unit owner's interest in a unit is real estate (Section 1-105):

(1) The association, upon non-payment of assessments and compliance with this subsection, may sell that unit at a public sale or by private negotiation, and at any time and place. Every aspect of the sale, including the method, advertising, time, place, and terms must be reasonable. The association shall give to the unit owner and any lessees of the unit owner reasonable written notice of the time and place of any public sale or, if a private sale is intended, or the intention of entering into a contract to sell and of the time after which a private disposition may be made. The same notice must also be sent to any other person who has a recorded interest in the unit which would be cut off by the sale, but only if the recorded interest was on record 7 weeks before the date specified in the notice as the date of any public sale or 7 weeks before the date specified in the notice as the date after which a private sale may be made. The notices required by this subsection may be sent to any address reasonable in the circumstances. Sale may not be held until 5 weeks after the sending of the notice. The association may buy at any public sale and, if the sale is conducted by a fiduciary or other person not related to the association, at a private sale.

(2) Unless otherwise agreed, the debtor is liable for any deficiency in a foreclosure sale.

(3) The proceeds of a foreclosure sale must be applied in the following order:

(i) the reasonable expenses of sale;

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

(iii) satisfaction of the association's lien;

(iv) satisfaction in the order of priority of any subordinate claim of record;

and

(v) remittance of any excess to the unit owner.

(4) A good faith purchaser for value acquires the unit free of the association's debt that gave rise to the lien under which the foreclosure sale occurred and any subordinate interest, even though the association or other person conducting the sale failed to comply with the requirements of this section. The person conducting the sale shall execute a conveyance to the purchaser sufficient to convey the unit and stating that it is executed by him after a foreclosure of the association's lien by power of sale and that he was empowered to make the sale. Signature and title or authority of the person signing the conveyance as grantor and a recital of the facts of non-payment of the assessment and of the giving of the notices required by this subsection are sufficient proof of the facts recited and of his authority to sign. Further proof of authority is not required even though the association is named as grantee in the conveyance.

(5) At any time before the association has disposed of a unit in a cooperative or entered into a contract for its disposition under the power of sale, the unit owners or the holder of any subordinate security interest may cure the unit owner's default and prevent sale or other

IN THE SUPREME COURT OF THE STATE OF NEVADA

PROPERTY PLUS INVESTMENTS, LLC, a
Nevada Limited Liability Corporation

Appellants,

vs.

BANK OF AMERICA, N.A., a Nevada Association,
MORTGAGE ELECTRONIC REGISTRATION
SYSTEM; an Illinois Corporation; ARLINGTON
RANCH NORTH MASTER ASSOCIATION; a
Nevada Non-Profit Corporation; ARLINGTON
RANCH LANDSCAPE MAINTENANCE
ASSOCIATION; a Nevada Non-Profit Corporation;
DOES 1 Through 25 inclusive; and ROE
CORPORATIONS, I through X, inclusive.

Respondents.

S .C. No.: 69072
D.C. No.: A892200
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Clerk of Supreme Court

JOINT APPENDIX

**APPEAL FROM EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR THE COUNTY OF CLARK, STATE OF NEVADA**

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EXHIBIT 4

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May 29, 2013

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Ladies and Gentlemen:

You have asked whether foreclosure of its assessment lien by a Nevada common interest association extinguishes a first security interest and other junior interests.

It is my opinion that foreclosure by an association extinguishes the first security interest and all other subordinate interests if the foreclosure otherwise complies with the requirements of Nevada law.

As discussed more below, the Nevada statute is based on and incorporates, with variations not relevant to my opinion, the provisions of the Uniform Common Interest Ownership Act ("UCIOA"). My long experience in the writing of UCIOA and its predecessor laws gives me a unique perspective into the meaning and intent of Nevada's Uniform Common-Interest Ownership Act ("NUCIOA").

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JA0534

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UCIOA and NUCIOA clearly contemplate that foreclosure by an association extinguishes a first security interest.

My Experience and Background

ULC Commissioner. The Uniform Law Commission (also known as the National Conference of Commissioners on Uniform State Laws) was established in 1892. It provides States with non-partisan, well-conceived and well-drafted legislation that brings clarity and stability to critical areas of state statutory law.

I have served as a Uniform Law Commissioner without interruption since 1976. I have been involved, almost continuously, in the drafting of substantially all of the uniform and model laws relating to condominiums, planned communities, cooperatives, time-shares, partition of real estate, land security interests and nonjudicial foreclosure.

My initial involvement in common interest ownership law was as a member of the ULC's 1976 review committee on the Uniform Condominium Act. Thereafter, I was a member of the drafting committees that produced the 1980 Uniform Planned Community Act and the 1982 Uniform Common Interest Ownership Act. I chaired the committee that amended the Uniform Common Interest Ownership Act in 1994.

I chaired the drafting committee that produced both the 2008 amended Uniform Common Interest Ownership Act and the Uniform Common Interest Owners Bill of Rights Act.

Educator. I taught a course on real estate transactions for 18 years as an adjunct professor at Vermont Law School, with an emphasis on common interest ownership law.

I've been on the faculty of numerous courses and classes for lawyers and others involved in real estate, including chairing the American Law Institute-American Bar Association's courses on condominium, planned community and mixed use projects as well as serving on the faculty of the ALI-ABA course on resort real estate. In those classes, I emphasize the benefits and burdens of the Uniform laws for developers, lenders, merchant builders, unit purchasers and sellers, associations and managers.

I've addressed legislative committees in a number of States on the subject of the real property Uniform Laws as well as been an invited speaker at symposia and similar events.

Peer Organizations. I've chaired the Common Interest Committee of the American College

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of Real Estate Lawyers and the Condominium and Planned Community Committee of the ABA Real Property Section.

I chaired, until recently, the Joint Editorial Board on Real Property, jointly sponsored by the American College of Real Estate Lawyers, the ABA Real Property Section, the Uniform Law Conference, the Community Association Institute, the American College of Mortgage Attorneys and the American Land Title Association.

UCIOA and NUCIOA

Our goals in promulgating the 1982 UCIOA¹ were many, but we believe that we achieved at least two of them:

First, we consolidated, into a single statute, the law applicable to the creation and termination of the condominium, planned community and real estate cooperative forms of real estate;² the operation of common interest community associations; and protections of consumers in purchases from the declarant and in resale transactions.

Second, we eliminated substantially all of the variations applicable to common interest communities attributable solely to the legal form of the community and, as to the remainder, we “harmonized” the differences.

1982 UCIOA is divided into five parts:

- ▶ Article 1 contains definitions and general provisions.
- ▶ Article 2 provides for the creation, alteration and termination of common interest

¹ The ULC has subsequently amended UCIOA: First, in 1994, to address minor changes and, second, in 2008, to significantly expand Part 3 to expand governance rights for owners and increased transparency of board actions, as well as other changes throughout the rest of the Act. Those changes do not affect my opinions.

² The important distinctions among these three forms of ownership is who owns what: In a condominium, unit owners own their units individually and, together, they own the common elements, which their association (in which they are mandatory members) manages; in a planned community, unit owners own their own units but their association (in which they are mandatory members) owns the common elements; and in a real estate cooperative, the association owns both the units and common elements but owners, by virtue of their membership in the association, have exclusive rights to particular units.

In each, the association has a lien to enforce its assessment authority.

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communities.

- ▶ Article 3 concerns the administration of the community association.
- ▶ Article 4 deals with consumer protection for purchasers.
- ▶ Article 5 is an optional Article which establishes an administrative agency to supervise a developer's activities.

Nevada enacted NUCIOA in 1991. At that time, Nevada adopted, without variations not relevant to my opinion, 1982 UCIOA's Section 3-116. The Nevada version is NRS 116.3116.

The ULC proudly proclaims that roughly half the States have enacted one or more of the Uniform Condominium Act, the Uniform Planned Community Act or one of the iterations of UCIOA.³

Priorities

The first of the uniform laws addressing common interest communities was the Uniform Condominium Act. It was initially designed to deal with a wide range of issues including flexibility for developers, abuses by developers, the need to protect developer lenders after developer failure, separating title documentation from purchaser disclosure, appropriate disclosure for purchasers, and the powers and responsibilities of the association.⁴

³ UCIOA: Alaska, Colorado, Connecticut, Delaware, Minnesota, Nevada, West Virginia, Vermont.

Uniform Condominium Act: Alabama, Arizona, Louisiana, Maine, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, Pennsylvania, Rhode Island, Texas, Virginia, Washington.

Uniform Planned Community Act: Pennsylvania.

Uniform Common Interest Owner Bill of Rights: Kansas.

⁴ Although nothing in the Uniform Condominium Act prohibited a "horizontal" condominium, the presumption that guided its drafting was that a condominium would be vertical, as with mid- and high-rise buildings.

The Uniform Planned Community Act was initially designed to deal with the "multi-unit residential 'planned community' served by common area facilities owned and operated by a homeowner association." Although nothing in the Uniform Planned Community Act prohibited a "vertical" planned community, the presumption that guided its drafting was that a planned community would be horizontal, as with traditional subdivisions in which the association owned common land.

JA0537

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Because the role of an association is critical to the success or failure of the great majority of common interest communities, we devoted a significant amount of time to empowering the association. One of the most important conclusions that we reached addressed the need of the association to be properly funded.

Most common interest associations raise funds for their operations by assessing their members; some associations have amenities or other assets that generate income from third parties, but they are few in comparison. Similarly, most associations begin their budgeting process by identifying their expenses and then match up total expenses with assessment revenue. The consequence of this process is that if a single unit owner fails to pay her assessment obligations, the association is forced to cut back its expenses in the same amount – to the end that not all budgeted services can be provided. For that reason, the association was given a statutory lien against the unit owner's unit; it was believed that the mere existence of the lien would be sufficient leverage to ensure the association's ability to collect and, if not so, then the association was given the statutory authority to foreclose its lien in the same manner as a security interest.

However, if the association's only realistic remedy is foreclosure,⁵ the association's lien – for assessments arising after the unit owner's mortgage was recorded in the office of the recorder – would ordinarily be junior to the first security interest. As a result, a foreclosing association would take subject to the first security interest – not a practical result – or, worse, be foreclosed by the holder of the first security interest.

It was Fannie Mae and Freddie Mac that proposed a solution that would protect the association and the interests of the holder of the first security interest: Give the association a limited priority ahead of the first security interest – UCIOA chose an amount equal to six months of assessments under the annual budget; the Nevada version is nine months. As explained in the Official Comments,

as to prior first security interests the association's lien does have priority for six months' assessments based on the periodic budget. A significant departure from existing practice, the six months' priority for the assessment lien strikes an equitable balance between the need to

When we were comparing Uniform Condominium Act and the Uniform Planned Community Act during the 1982 UCIOA drafting process, we immediately recognized that the condominium and planned community forms of ownership were interchangeable, so that a condominium could be created as a traditional "homes association" neighborhood and a planned community could be a high-rise building. With that recognition, we sought to eliminate variations.

⁵

That would be true if pursuit of a money judgment against the unit owner would be futile.

JA0538

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enforce collection of unpaid assessments and the obvious necessity for protecting the priority of the security interests of lenders.

First embodied in the 1976 Uniform Condominium Act, this priority principle has become the law not only in States that enacted one or more of the Uniform laws and in a half dozen other States by specific legislation.

A lender faced with foreclosure by the association could be expected to protect its collateral by paying off the six month priority amount. And it could do so without advancing its own funds by requiring its borrowers to escrow for association assessments in the same manner as lenders require escrow for property taxes and casualty insurance.⁶

Foreclosure

The priority treatment of the association's lien is not limited to a first claim to proceeds from the foreclosure sale (up to an amount of unpaid assessments, fee, charges, late charges, fines and interest not exceeding six months of assessments determined by the periodic budget). It also puts the association ahead of the first security interest – and that means that foreclosure by the association extinguishes the first security interest and all junior interests.⁷

That result naturally follows from the customary rule regarding priority of interests in real estate.⁸ A foreclosure sale of the association's lien is governed by the same principles generally applicable to lien foreclosure sales, so that foreclosure of a lien entitled to priority extinguishes that lien and all subordinate liens. The liens attach to the proceeds of the sale and are paid out accordingly.

⁶ Of course, back in 1976, there were many fewer foreclosures and only a few of them required more than six months from commencement to completion. Even in a judicial foreclosure jurisdiction, foreclosure actions – in the absence of a meritorious defense – would be completed in less than 12 months. Requiring a borrower to escrow six months of association assessments was seen as a minor burden.

⁷ There is an exception, though very unlikely: If the first security interest is recorded before the declaration, the association's lien would be junior to it.

⁸ The Restatement of Property (Mortgages) (1996) states the general rule, in the context of mortgage foreclosure, this way in Section 7.1: "A valid foreclosure of a mortgage terminates all interests in the foreclosed real estate that are junior to the mortgage being foreclosed and whose holders are properly joined or notified under applicable law." By substituting "association lien" for "mortgage," the rule in NUCIOA 116.3116 is clearly understood.

JA0539

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Karen D. Dennison, Esq., Co-Chair
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The holder of the first security interest can easily protect its position by paying the six-month priority amount to the association and taking an assignment from the association.

Conclusion

The NUCIOA follows the principles in UCIOA:

- ▶ The association enjoys a statutory limited priority ahead of a first security interest similar to the priority given to property taxes and other governmental charges.
- ▶ Because of the statutory priority, foreclosure by the association extinguishes the first security interest and all other junior interests.
- ▶ The holder of a first security interest can – and should – protect itself against an association foreclosure by requiring that its borrower escrow the full amount of the association's priority and paying it to the association to avoid extinguishment of the security interest.

Sincerely,


Carl H. Lisman

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