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.: A692200

APPELLANT'S OPENING BRIEF

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

The Honorable Judge Linda Marie Bell

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IN THE SUPREME COURT OF THE STATE OF NEVADA
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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.: A692200

N.R.A.P. 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made in order that the judges of this court may evaluate possible disqualification or recusal.

Appellant Property Plus Investments, LLC is a Limited Liability Company initiated this action. Appellant and this action are not affiliated with any publicly held company nor parent company.

At all times relevant Appellant has been represented by Patrick W. Kang, Esq. and Erica D. Loyd, Esq. of the law firm Kang & Associates, PLLC d/b/a Ace Law Group.

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LAS VEGAS, NV 89146

TABLE OF CONTENTS

KANG & ASSOCIATES, PLLC.
6480 W. SPRING MOUNTAIN ROAD, SUITE 1
LAS VEGAS, NV 89146

TABLE OF AUTHORITIES

Cases

Statutes

Articles

KANG & ASSOCIATES, PLLC.
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I.
JURISDICTIONAL STATEMENT

This appeal arises from the final order of the Eighth Judicial Court, In and For the County of Clark, State of Nevada, the Honorable Judge Linda Marie Bell. JA0336-JA0343. The order granting motion for summary judgment thereby summarily dismissing the Appellant's claims for quiet title was entered on July 14, 2015. JA0336-JA0343.The order denying Appellant's Motion for Rehearing and Motion to Vacate Summary Judgment was entered on September 30, 2015. JA0482-JA0485. The Notice of Entry of Order was entered on October 08. 2015. JA0486-JA0489. Appellant filed the Notice of Appeal on October 26, 2015. JA0490-JA0492. The jurisdiction of this High Court is conferred and based upon Nevada Rules of Appellate Procedure ("NRAP") 3A(b)1 and 3A(b)(3) for an appeal from a final order and denial of injunctive relief.

II.
ROUTING STATEMENT

This appeal is presumptively retained by the Supreme Court pursuant to Nevada Rules of Appellate Procedure 17 (13-14). The case before this High Court involves issues of first impression regarding the statewide importance of N.R.S. 116.3116 HOA lien matters. Therefore, this Honorable Court's retention of this matter is the proper routing of the case.

III.
STATEMENT OF THE ISSUES

Upon grant of an order, after a hearing on the Respondents' Motion for Summary Judgment and Appellant's Motion to Vacate Summary Judgment, the district court granted and upheld the Motion for Summary Judgment in favor of the Respondents thereby essentially summarily dismissing the above-entitled matter in favor of the Respondents in this quiet title action. JA0336-JA0343. The district court granted summary judgment as a matter of law on two grounds: (1) tender of the super-priority lien amount and (2) bankruptcy discharge. JA0336-JA0343. Therefore the following two issues are presented in this appeal:

1. WHETHER THE DISTRICT COURT ERRED IN RULING THAT, AS A MATTER OF LAW, THE HOA'S REJECTION OF THE TENDER DISCHARGED THE SUPER-PRIORITY LIEN THUS ENTITLING THE RESPONDENTS TO SUMMARY JUDGMENT?

2. WHETHER THE DISTRICT COURT ERRED IN RULING THAT, AS A MATTER OF LAW, THE HOMEOWNER'S BANKRUPTCY DISCHARGE OF HOA FEES REQUIRES THE HOA TO RECORD NEW NOTICES THUS AN HOA FAILURE TO DO SO RENDERS THE HOA FORECLOSURE SALE IMPROPER AND ILLEGAL THUS ENTITLING RESPONDENTS TO SUMMARY JUDGMENT?

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III.
STATEMENT OF THE CASE

This is an appeal from an Order of Summary Dismissal pursuant to a Motion for Summary Judgment in favor of the Respondents in a quiet title case.[1] JA0336-JA0343. The crux of this case involves two subjects: (1) tender of the super-priority lien amount and (2) a homeowner's bankruptcy discharge of HOA assessments.

In the instant matter, as discussed herein, Appellant bought the subject property at a non-judicial HOA lien foreclosure sale. Subsequent to recording the deed for the subject property claiming its ownership, on November 25, 2013, Appellant filed a Complaint seeking the equitable relief it deserves by requesting: (1) quiet title, (2) declaratory relief and (3) injunctive relief. JA0001-JA0016. Respondent's filed an Answer on February 10, 2014. JA0051-JA0057. Thereafter, the parties engaged in discovery. Subsequent to the close of discovery, on March 16, 2015, Respondents filed a Motion for Summary Judgment. JA0156-JA0212. Accordingly, on April 15, 2015, Appellant filed its Opposition to Respondents' Motion for Summary Judgment and counter-moved for Summary Judgment in its

[1] This case is a quiet title case involving an HOA lien. A dispute exists as to the facts surrounding the tender of fees and assessments regarding the super-priority lien.

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favor. JA0219-JA0295. On May 27, 2015 the Respondents filed a Reply and Opposition to the same. JA0296-JA0335.

On July 02, 2015, a hearing was held for Respondents' Motion for Summary Judgment. The Honorable Linda Marie Bell heard and presided. On July 14, 2015, the district court, in favor of the Respondents, granted the motion for summary judgment thus summarily dismissing, as a matter of law, the Appellant's claims for quiet title, declaratory relief and injunctive relief. Notice of Entry of Order regarding Respondents' Motion for Summary Judgment was entered on July 20, 2015. On July 30, 2015, Appellant moved the Court for reconsideration and vacation of the summary judgment. JA0348-JA0455. On August 26, 2015, Respondents filed an Opposition thereto. JA0456-JA0481. On September 30, 2015, the district court entered an order denying the same. JA0482-JA0485.

Thus, Appellant sought an appeal with this Honorable Court, which Appellant docketed on November 17, 2015. Subsequently, this Court ordered a Reinstatement of Briefing on March 09, 2016 which allotted the Appellant 90 (ninety days) days to file the opening brief. Plaintiff requested a telephonic extension for filing due finalizing the Joint Appendix. Thus, Appellant's Opening Brief as follows.

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IV.
STATEMENT OF THE FACTS

The facts of this matter are numerous because of the existence of three HOA liens on the subject property at issue. In the instant matter, Appellant, Property Plus Investments ("Property Plus") purchased a residential property located at 8787 Tom Noon Avenue, No.: 101, Las Vegas, Nevada 89178 with APN NO.: 176-20-714-331 (**"subject property"**) at a non-judicial HOA foreclosure sale. The subject property is a part of a common interest community governed by three associations, including, Arlington Ranch North Master Association (**"ARNMA"**), High Noon at Arlington Ranch Homeowner's Association (**"High Noon"**) and Arlington Ranch Landscape Maintenance Association (**"ARLMA"**). However, the foreclosure sale at issue is the foreclosure sale conducted by High Noon at Arlington Ranch Homeowner's Association (**"High Noon"**) for a 2012 lien.

In the foregoing matter, the above-captioned homeowners neglected to pay all of their respective HOA assessments due and owing to all the associations. Most notably, the Respondent tendered nine months worth of assessments in September 2010 which was seemingly accepted by all of the HOAs. Thus, thereafter all of the HOAs released all liens. However, on July 20, 2012 High Noon recorded a notice of lien for unpaid assessments. On October 31, 2012, High Noon recorded default and election to sell. In December 2012, the homeowner

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filed Chapter 7 bankruptcy which was discharged on March 20, 2013.

Thus, on June 21, 2013, High Noon recorded its Notice of Trustee Sale for the July 2012 lien. At no time between July 2012 to date, did either Respondents, first deed of trust holders, or the homeowner, pay the super priority assessments to prevent the foreclosure sale. Therefore, on July 17, 2013, the trustee conducted the foreclosure sale of the subject property. At the foreclosure sale on July 17, 2013 High Noon sold the property to Property Plus the highest bidder for Seven Thousand Five Hundred Dollars ($7,500.00). On, July 30, 2013, Property Plus recorded its deed to the property.

In an effort to protect his legal interest and rights in the subject property, Property Plus initiated action to quiet title. Now, Property Plus seeks this High Court's determination that motion for summary judgment in the Respondents' favor was improper in this instance.

V.
SUMMARY OF ARGUMENT

In the instant matter, this Honorable Court is presented with the common issues that surround the much litigated issues surrounding the HOA super-priority lien. Property Plus presents the following arguments in this appeal: (1) motion for summary judgment in the Respondents' favor regarding a tender as a matter of law is improper and (2) Respondents were not entitled to summary judgment as a

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LAS VEGAS, NV 89146

homeowner's Chapter 7 bankruptcy does not affect a lien that runs with the land. Property Plus proffers two main arguments in support of his position regarding the lingering issues present in this case at bar. First, Respondents failed to provide the district court with sufficient grounds regarding tender to set aside the High Noon's foreclosure sale on its motion for summary judgment. Second, Respondents failed to provide the district court with sufficient grounds regarding a homeowner's bankruptcy sets aside the High Noon's foreclosure sale in its motion for summary judgment.

Therefore, Property Plus requests a reversal of the district court's order granting the Respondent's Motion for Summary Judgment which sets aside the High Noon's foreclosure sale. Property Plus seeks this reversal because the district court erred when negating conducting an equitable factual inquiry and simply granting Respondent summary judgment as a matter of law. This determination is contrary to the precedent recently established by *Shadow Wood HOA v. NY Cmty. Bancorp.*, 366 P. 3d 1105 (Nev. 2016) as well as the public policy behind the spirit of *N.R.S.§116, et. al* and common law property principles.

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VI.
ARGUMENT

A. THE DISTRICT COURT ERRED IN GRANTING SUMMARY JUDGEMENT IN THE RESPONDENTS' FAVOR REGARDING THE RESPONDENT'S TENDER ARGUMENT BECAUSE RESPONDENT FAILED TO TENDER ANY FUNDS TO SATISFY THE SUPER-PRIOTITY LIEN RECORDED IN JULY 2012.

In the instant case, the district court granted summary judgment in the Respondents' favor supporting the position that Respondents' attempted tender of payment for the super-priority lien in 2010 voids the sale and preserves the first deed of trust on the subject property. In the case at bar, the record reflects that High Noon recorded a lien in April 2010 and default of said lien in July 2010. Respondent asserted that it submitted tender in September of 2010 to Alessi & Koenig. Although the district court believed that the tender was rejected, Respondents admit and agrees with the Plaintiff's position that the tender was accepted which resulted in a release of lien. JA0563-JA0565.

However, after approximately, two years, High Noon received no payments for assessments after the first tender. Presumably, Respondents believe that one payment negates having to make any further payments to the HOA. In response to the Respondents' and the homeowner's continued and pervasive inaction with regards to payment of assessments, High Noon recorded yet another lien in July

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LAS VEGAS, NV 89146

2012. The record lacks any evidence that Respondents tendered any funds to Alessi & Koenig to prevent the foreclosure sale.

The disputed evidence demonstrates that Respondents failed to protect its interest by making timely payments for the assessments for at least one year which resulted in the recording of a new lien, default as well as the foreclosure sale conducted on July 30, 2013. Similar to *Shadow Wood*, here, "[Respondent's 2010 tender] did not absolve [Respondents] of [the] obligation...to pay the monthly HOA assessments as they came due, which it failed to do." *Shadow Wood HOA v. NY Cmty. Bancorp.*, 366 P. 3d 1105, 1113 (Nev. 2016). Further,

> "None of the parties, most importantly [Respondents], whom the district court found carried its burden to show no genuine issues of material fact existed and that it therefore was entitled to judgment as a matter of law, point to uncontroverted evidence in the record to show exactly what [High Noon] was entitled to post-[Respondents' 2010 tender] and up until the association foreclosure sale, leaving that amount surrounded by issues of fact and not a proper basis upon which to enter summary judgment. [Thus] [t]he district court erred in simply stopping at its conclusion that [High Noon] was entitled only to nine months' worth of assessments [and that High Noon rejected a tender regarding the 2012 lien]."

Id. at 1113-114(referencing *Anderson v. Heart Fed. Sav. & Loan Ass'n*, 208 Cal.App.3d 202, 256 Cal.Rptr. 180, 189 (1989)). In the case at bar, the grant of summary judgment in the Respondents' favor based on the legal premise of a rejected tender was erroneous, as even the Respondents seemingly denies the facts

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of the rejected tender argument it presented to the district court. At the very least, present herein, are genuine issues of material fact regarding the tender issue.

Respondents concede that The Nevada Real Estate Division is the proper agency to interpret the statute. However, in *SFR INVESTMENTS POOL 1 v. US Bank*, this Honorable High Court of Nevada relied not only on the Nevada Real Estate Division's analysis but readily accepted the interpretation provided by the drafters of the Uniform Common Interest Ownership Act (UCIOA). Given the precedented case law, the super-priority lien amount does not solely include 9 (nine) months of assessments. This High Court reiterates that,

> *"The [HOA] lien is also prior to all security interests described in paragraph (b)* to the extent of any [maintenance and nuisance-abatement] charges incurred by the association on a unit pursuant to NRS 116.310312 **and** *to the extent of the assessments for common expenses* [i.e., HOA dues] based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien, unless federal regulations adopted by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association require a shorter period of priority for the lien.... *This subsection does not affect* the priority of mechanics' or materialmen's liens, or *the priority of liens for other assessments made by the association.* NRS 116.3116(2) (emphases added)."

SFR Investments Pool 1 v. US Bank, 334 P. 3d 408, 410-411(Nev. 2014). It is clear that the super-priority lien may be inclusive of more than the mere 9 months

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LAS VEGAS, NV 89146

worth of assessments. To buttress this point, in June 1, 2013 the drafters of the UCIOA provided instruction to further explanation of the super-priority lien. In this Article, the Board gives two examples which demonstrate the super-priority lien consists of more than the mere 9 months of assessments. First, the Board states,

> "under a proper application of § 3-116(c), PPOA would have a first priority lien on Homeowner's unit/parcel to the extent of $6,500, reflecting six months of unpaid assessments ($1,500) and the reasonable costs and attorney's fees incurred by PPOA in its foreclosure ($5,000). Bank would have a second priority lien on the unit/parcel to the extent of the $200,000 unpaid balance of Homeowner's mortgage debt. PPOA would have a third priority lien to the extent of the unpaid assessments beyond the six-month threshold (a total of $1,500)."

The Six-Month "Limited Priority Lien" For Association Fees Under the Uniform Common Interest Ownership Act, June 1, 2013, pg. 10 (*last visited November 20, 2015*). The Board based this example from well cited and known case law of *Summerhill Village Homeowners Association v. Roughley*, 270 P.3d 639 (Wash. Ct. App. 2012). Moreover, the Board gave yet another example that leads to the logical conclusion that the super-priority lien includes more than 9 months worth of assessments based on *Drummer Boy Homes Association, Inc. v. Britton*, 2011 Mass. App. Div. 186 (2011). The Board stated,

> "[t]hus, in Example Three, Bank can redeem its first mortgage lien from the burden of PPOA's limited

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> priority lien by payment of $1,500 (reflecting the immediately preceding six months of unpaid assessments) plus the costs (including reasonable attorney's fees) incurred by PPOA in bringing the action to enforce its lien). Once Bank has paid this amount to PPOA, PPOA's foreclosure sale to enforce the balance of unpaid assessments would transfer title to the unit/parcel subject to the remaining balance of Bank's first mortgage. PPOA's lien for the unpaid assessment balance would transfer to the proceeds of the sale (if there are any proceeds)."

Id. at 12. Again, this example demonstrates that the tender of only 9 months worth of assessments would be insufficient to satisfy the super-priority lien so the Respondent may redeem the fist deed of trust position.

Most importantly, as this High Court has directed,

> Against [the facts presented by each party], however, must be weighed [Respondent's] (in)actions. The NOS was recorded on [June 21, 2013], and the sale did not occur until [July 17, 2013]. [Respondent] knew the sale had been scheduled and that it disputed the lien amount, yet it did not attend the sale, request arbitration to determine the amount owed, or seek to enjoin the sale pending judicial determination of the amount owed.
>
> The NOS included a warning as required by NRS 116.311635(3)(b):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.
>
> (Emphasis added.) In addition to the required warning, [High Noon's] NOS listed the lien amount as

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LAS VEGAS, NV 89146

> [$5,019.80]. For whatever reason, [Respondent failed to] tender...
>
> Taken together, the record demonstrates too many unresolved issues of material fact for the district court to assess the competing equities in this case as between [High Noon] and [Respondents] on the summary judgment record assembled.

Shadow Wood HOA v. NY Cmty. Bancorp., 366 P. 3d 1105, 1114 (Nev. 2016). In this case, similar to *Shadow Wood*, there are unresolved factual issues as to whether Respondents' inaction was equitably reasonable. Distinguishable from *Shadow Wood*, here, Respondent received direct evidence with the NOS that the outstanding assessments were for the amount of $2,292.67. Despite these facts Respondents failed to pay any amount due and owing demonstrated by the NOS. There is a strong inference that High Noon attempted to prompt a tender as before. However, "did not attend the sale, request arbitration to determine the amount owed, or seek to enjoin the sale pending judicial determination of the amount owed" Id. Most notably, Respondents made no contact with High Noon regarding the 2012 lien or any communication of Respondent's alleged legal position.

Thus for these reasons, similar to the reasoning articulated in *Shadow Wood*, summary judgment in the Respondents' favor was improper given the competing equities regarding the tender issue. Therefore, Appellant asks this Honorable

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Court to reverse the district court decision and remand this matter for so a trial on the merits of the competing equities.

B. <u>THE DISTRICT COURT ERRED IN GRANTING SUMMARY JUDGEMENT IN THE RESPONDENTS' FAVOR REGARDING THE RESPONDENT'S BANKRUPTCY ARGUMENT BECAUSE THE HOA FORECLOSURE SALE DID NOT VIOLATE HOMEOWNER'S BANKRUPTCY DISCHARGE AND N.R.S. 116.3116.</u>

The district court, additionally, granted summary judgment as a matter of law upon the decision that High Noon foreclosure sale is invalid because of homeowner's Chapter 7 bankruptcy. Appellant disagrees with the district court's finding regarding the bankruptcy issue presented in the case at bar. The district court determined that the homeowner's bankruptcy and discharge of the same required High Noon to record new notices reflecting new lien amounts. Appellant presents its challenge to said determination in this matter.

It is well known and well rested principle that a bankruptcy discharge does not prevent a secured creditor from proceeding with foreclosure sale of a property after the bankruptcy is discharged by the U.S. Bankruptcy Court. Commonly, the filing for bankruptcy renders a stay with regards to collection or pending sale until final discharge of said bankruptcy. Respondents cited to 11 U.S.C. §523(a)(16) which states,

> "(a)A discharge under section 727, 1141, 1228 (a), 1228 (b), or 1328 (b) of this title does not discharge an

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> individual debtor from any debt (16) for a fee or assessment that becomes due and payable after the order for relief to a membership association with respect to the debtor's interest in a unit that has condominium ownership, in a share of a cooperative corporation, or a lot in a homeowners association, for as long as the debtor or the trustee has a legal, equitable, or possessory ownership interest in such unit, such corporation, or such lot, but nothing in this paragraph shall except from discharge the debt of a debtor for a membership association fee or assessment for a period arising before entry of the order for relief in a pending or subsequent bankruptcy case"

The statue herein definitely refers to a homeowner's discharge of a personal responsibility for the debt owed of a debtor to an association. It is clear that the homeowner eliminated her personal liability for the HOA lien as well as the Respondents' first deed of trust. Thus, the homeowner's bankruptcy and subsequent discharge of the same only prevents the HOA, Respondents and all other lien-holders for seeking personal deficiency judgment for said unsatisfied lien against the homeowner. The statute only concerns itself with the discharge of personal liability for debts, including the personal liability for a HOA lien.

Furthermore, the statute prevents further collection attempts during the bankruptcy case that issues an automatic stay. Therefore, a new lien amount would be impossible during the pending of the bankruptcy case and thereafter. Moreover, N.R.S. 116.3116 does not require new notices or new lien amounts once the bankruptcy stay is lifted or the bankruptcy is discharged by the Court.

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Here, High Noon recorded its lien July 2012 well prior to the homeowner's filing for bankruptcy. Thus, the lien attached itself to the property well prior to the homeowner's bankruptcy filing. Most notably, 11 U.S.C. §523(a)(16) does not invalidate or satisfy the liens recorded against the subject property as the lien runs with the land. Here, the High Noon lien attached to the subject property remained as a charge against the subject property after the bankruptcy was discharged. Moreover, again, though bankruptcy, the homeowner merely disclaimed personal responsibility for the payments of assessments to High Noon as well as loan payments owed to Respondents under the first deed of trust. Under the summary judgment ruling as it stands, the new legal premise establishes that any and all liens would be invalid after a homeowner's bankruptcy discharge, including Respondents first deed of trust.

Most notably, High Noon acted properly by staying its foreclosure process during the pendency of the homeowner's bankruptcy. The lien at issue was recorded indicating the amount owed prior to the bankruptcy which attached to the subject property. Given the attachment to the subject property the lien survived the discharge of the bankruptcy. Thus, the foreclosure sale conducted after the bankruptcy discharge was proper under the common law understanding of bankruptcy matters. Most importantly, Respondents lacked standing to raise said

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issue as Respondents did not file bankruptcy nor were the trustee to the bankruptcy.

For these reasons, the High Noon foreclosure sale after the homeowner's bankruptcy discharge was proper and should not be set as aside as a matter of law by summary dismissal. Appellant humbly requests that this Honorable Court this reverses the district court decision and remand this matter.

VII.
CONCLUSION

For the foregoing reasons, Appellant respectfully submitted that (1) the district court erred in granting summary judgment to the Respondents based on the rejected tender argument which did not occur in this instance and (2) the district court erred in granting summary judgment based on Respondents' argument regarding a homeowner's bankruptcy regarding a lien that attached to the subject property. Appellant respectfully requests that this High Court reverse the district court's judgment , remand this matter for further adjudication and grant any further relief that the Honorable Court may deem just and proper.

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CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because:

   This brief has been prepared in a proportionally spaced typeface using Microsoft Word 2007 in 14pt font Times New Roman.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

   Proportionately spaced, has a typeface of 14 points or more, and contains 4,139 words; and does not exceed 30 pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 21st day of June 2016.

Respectfully Submitted By:

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CERTIFICATE OF MAILING

I hereby certify that I am an employee of KANG & ASSOCIATES, PLLC., over the age of 18, neither a party to nor interested in this matter; that on this 21st day, of June, 2016, I served a copy of **APELLANT'S OPENING BRIEF AND JOINT APPENDIX**, as follows:

_____ by facsimile transmission, pursuant to NRCP(5)(b) and EDCR 7.26, to the following fax number:

_____ by mailing a copy thereof enclosed in a sealed envelope with postage prepaid in the United States Mail at Las Vegas, Nevada, to the counsel of record at the following address:

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