

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

PROPERTY PLUS INVESTMENTS, LLC, a Nevada  
Limited Liability Company,

Appellant,

vs.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEM, an Illinois Corporation; 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,

Respondent.

CASE NO. 69072

Electronically Filed  
Jun 02 2017 12:01 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

District Court Case No.  
A-13-692200-C

**RESPONDENTS' SECOND SUPPLEMENTAL APPENDIX**

WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.

Nevada Bar No. 5506

Christopher A.J. Swift, Esq.

Nevada Bar No. 11291

7785 W. Sahara Avenue, Suite 200

Las Vegas, Nevada 89117

702-475-7964; Fax 702-946-1345

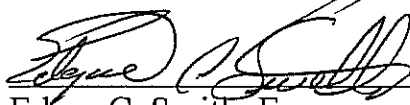
*Attorneys for Respondents, Mortgage Electronic Registration Systems, Inc. and  
Christiana Trust, a division of Wilmington Savings Fund Society, FSB, not in its  
individual capacity but as Trustee of ARLP Trust 3, In c/o Altisource Asset  
Management Corporation*

<b>DOCUMENT</b>	<b>VOLUME</b>	<b>PAGE NOS.</b>
Request for Judicial Notice (in support of Christian Trust's Motion for Summary Judgment filed March 16, 2015) (part 1)	II	SA047-440
Request for Judicial Notice (part 2)	III	SA441-545
Request for Judicial Notice (part 3)	IV	SA546-718

**VOLUME III**

<b>DATE</b>	<b>DOCUMENT</b>	<b>VOLUME</b>	<b>PAGENOS.</b>
3/16/2015	Request for Judicial Notice (part 2)	III	SA441-545

WRIGHT, FINLAY & ZAK, LLP



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Las Vegas, Nevada 89117

*Attorneys for Respondents, 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*

### **PROOF OF SERVICE**

I certify that I electronically filed on the 1<sup>st</sup> day of June, 2017, the foregoing **RESPONDENT'S SECOND SUPPLEMENTAL APPENDIX** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

- [ ] By placing a true copy enclosed in sealed envelope(s) addressed as follows:
- [X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

KANG & ASSOCIATES, PLLC  
Patrick W. Kang, Esq.  
Erica D. Loyd, Esq.  
6480 West Spring Mountain Road, Suite 1  
Las Vegas, Nevada 89146  
*Attorneys for Appellant*

KIM GILBERT EBRON  
Jacqueline A. Gilbert, Esq.  
Diana Cline Ebron, Esq.  
7625 Dean Martin Drive, Suite 110  
Las Vegas, Nevada 89139-5974  
*Attorneys for Appellant*

- [X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Faith Harris

An Employee of Wright Finlay Zak, LLP

## 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.

LOAN #  5097

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 8787 TOM NOON AVENUE #101, LAS VEGAS, NV 89178

(Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 5.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the FIRST day of MAY, 2017, and on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

**MULTISTATE ADJUSTABLE RATE RIDER - Single Family** MGNR 04/26/07 11:38 AM  5097

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BS899R (0402) VMP Mortgage Solutions, Inc. (800)521-7291

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the ☐ Nearest ☒ Next Highest ☐ Next Lowest ONE-EIGHTH OF ONE PERCENTAGE POINT ( 0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

☒ **Interest-Only Period**

The "Interest-only Period" is the period from the date of this Note through MAY 01 , 2017 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

**( Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes .)**

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☐ (2) The interest rate I am required to pay at the first Change Date will not be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.
- ☐ (3) My interest rate will never be increased or decreased on any single Change Date by more than \_\_\_\_\_ percentage points ( \_\_\_\_\_ %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 10.750 \_\_\_\_\_ %, which is called the "Maximum Rate."
- ☐ (5) My interest rate will never be less than \_\_\_\_\_ %, which is called the "Minimum Rate."
- ☐ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 10.750 \_\_\_\_\_ % or less than 2.250 \_\_\_\_\_ %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points ( 2.000 \_\_\_\_\_ %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

(1) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B(2) BELOW SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of the title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.



If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

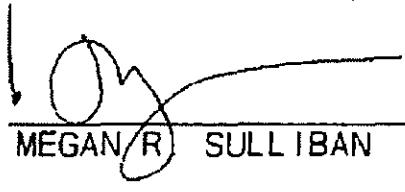
(2) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL READ AS FOLLOWS:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. AS USED IN THIS SECTION 18, "INTEREST IN THE PROPERTY" MEANS ANY LEGAL OR BENEFICIAL INTEREST IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE BENEFICIAL INTERESTS TRANSFERRED IN A BOND FOR DEED, CONTRACT FOR DEED, INSTALLMENT SALES CONTRACT OR ESCROW AGREEMENT, THE INTENT OF WHICH IS THE TRANSFER OF TITLE BY BORROWER AT A FUTURE DATE TO A PURCHASER.

IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN THE PROPERTY IS SOLD OR TRANSFERRED (OR IF BORROWER IS NOT A NATURAL PERSON AND A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. HOWEVER, THIS OPTION SHALL NOT BE EXERCISED BY LENDER IF EXERCISE IS PROHIBITED BY APPLICABLE LAW.

IF LENDER EXERCISES THIS OPTION, LENDER SHALL GIVE BORROWER NOTICE OF ACCELERATION. THE NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 15 WITHIN WHICH BORROWER MUST PAY ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. IF BORROWER FAILS TO PAY THESE SUMS PRIOR TO THE EXPIRATION OF THIS PERIOD, LENDER MAY INVOKE ANY REMEDIES PERMITTED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER NOTICE OR DEMAND ON BORROWER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
MEGAN R SULLIBAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

BS899R (0402)

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LOAN #  5097

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

BANK OF AMERICA, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

8787 TOM NOON AVENUE #101, LAS VEGAS, NV 89178

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

\*\*\* COVENANTS, CONDITIONS, AND RESTRICTIONS \*\*\*

(the "Declaration"). The Property is a part of a planned unit development known as

HIGH NOON AT ARLINGTON RANCH

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**MULTISTATE PUD RIDER - Single Family**

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**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
\_\_\_\_\_  
MEGAN R. SULLIVAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

BS7R (0411)

Page 3 of 3

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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

J12

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

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

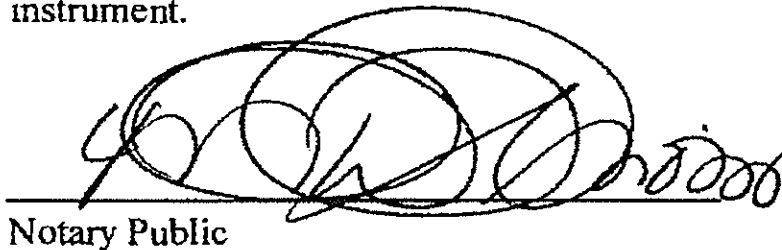
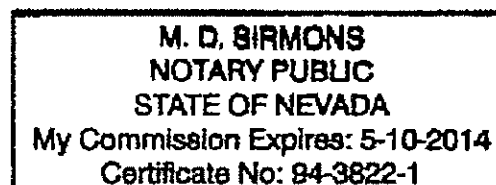
State of Nevada     )  
County of Clark    )

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

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

NVD21

Inst #: 201110200001455  
Fees: \$15.00  
N/C Fee: \$0.00  
10/20/2011 09:29:18 AM  
Receipt #: 952616  
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

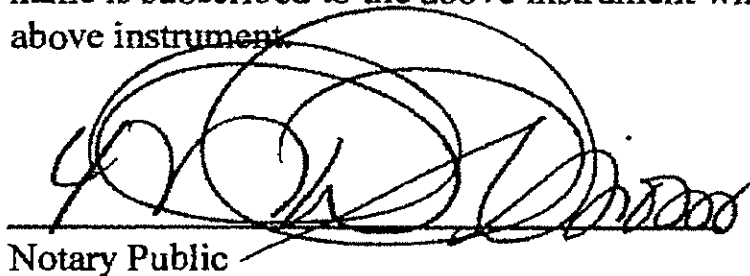
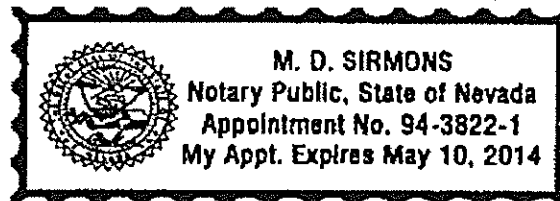
State of Nevada     )  
County of Clark    )

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

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

D22

Inst #: 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.

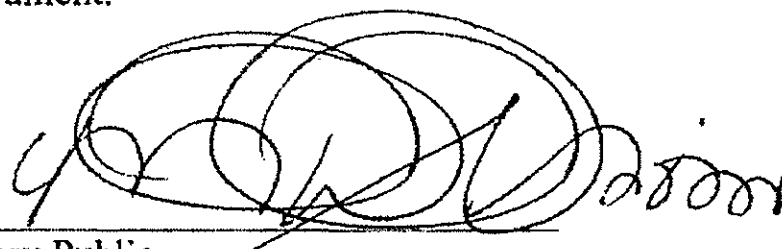
Dated: 7/18/2012

Authorized Agent of **Arlington Ranch North Master Association**

  
\_\_\_\_\_  
Monique D. Washington

State of Nevada       )  
County of Clark       )

On the 18<sup>th</sup> 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. SIRMONS  
NOTARY PUBLIC  
STATE OF NEVADA  
My Commission Expires: 5-10-2014  
Certificate No: 94-3822-1

Inst #: 201205230000539

Fees: \$19.00

N/C Fee: \$0.00

05/23/2012 08:03:47 AM

Receipt #: 1172554

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: ANI Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 176-20-714-331

Order No.: H-16981

6647362-AS

J12

Document Type:

Accomodation

Notice of Claim of Lien-Homeowner Assessment

Recording Requested by:

HOMEOWNER ASSOCIATION SERVICES, INC.

Return Documents to:

HOMEOWNER ASSOCIATION SERVICES, INC.

3513 E. Russell Road

Las Vegas, Nevada 89120

This page added to provide additional information required by NRS 111.312  
Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

APN: 176-20-714-331

Order No.: H-16981

6647302-AJ

**NOTICE OF CLAIM OF LIEN-HOMEOWNERS ASSESSMENT**

Notice is hereby given that ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION, a Nevada non-profit corporation, hereinafter called Association, formed to provide the maintenance, preservation, and architectural control of the residence lots and common area of the Association homeowners in the County of Clark, State of Nevada, AND PURSUANT TO THE PROVISIONS OF THE NEVADA REVISED STATUTES, claims a lien upon the real property and buildings, improvements or structures thereon described as follows:

Unit 101 Bldg. 111 of HIGH NOON AT ARLINGTON RANCH

as shown on the map thereof filed in the Office of the County Recorder of Clark County,

State of Nevada in Book 115 of Plats, Page 21.

Commonly known as: 8787 Tom Noon Avenue #101, Las Vegas, NV 89178-7792.

And that the whole of said real estate upon which the buildings are situated is reasonably necessary for the convenient use and occupancy of said buildings.

That MEGAN R. SULLIBAN is/are the name (s) of the owner (s) and reputed owner (s) of said real property and improvements herein above described.

That the prorata assessment which shall constitute a lien against the above described property amounts to \$180.00, per year, as provided in the DECLARATION of COVENANTS, CONDITIONS, and RESTRICTIONS and RESERVATION of EASEMENTS which were recorded on March 25, 2004, in Book 20040325, as Document No. 00424, and all AMENDMENTS and ANNEXATIONS et. seq., of Official Records of Clark County, Nevada, at Page n/a, and which have been supplied to and agreed to by said owner and reputed owner. That the Association had made demand for payment of the total amount due and owing, but said sum has not been paid.

THAT THE AMOUNT OWING AND UNPAID TOTALS \$420.00 as of April 30, 2012 and INCREASES each year at a rate of \$180.00 per year plus LATE CHARGES at the rate of \$10.00 per quarter, PLUS INTEREST at the rate of 5.25 % per annum, PLUS ATTORNEY FEES and the FEES of the AGENT FOR THE MANAGEMENT BODY incurred in connection with preparation, recording, and foreclosure of this lien.

ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION

BY:   
Michael W. Randolph, Designated Agent

NOTARY: PLEASE SEE ATTACHED EXHIBIT "A"

APN: 176-20-714-331  
Order No.: H-16981

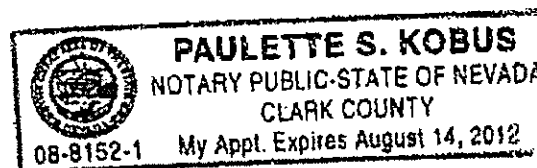
EXHIBIT "A"

STATE OF NEVADA    )  
                          ) SS.:  
COUNTY OF CLARK    )

On this 14<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Michael W. Randolph, known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Designated Agent, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

SIGNATURE: Paulette S. Kobus  
(Notary Public)

WHEN RECORDED RETURN TO:  
Homeowner Association Services, Inc.  
3513 E. Russell Road  
Las Vegas, Nevada 89120  
Phone: (702) 312-9150  
Fax: (702) 312-9156



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

J12

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.

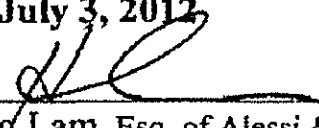
The property against which the lien is imposed is commonly referred to as **8787 Tom Noon Ave., #101, Las Vegas, NV 89178** and more particularly legally described as: **HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111 Book 115 Page 21** in the County of **Clark**.

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**

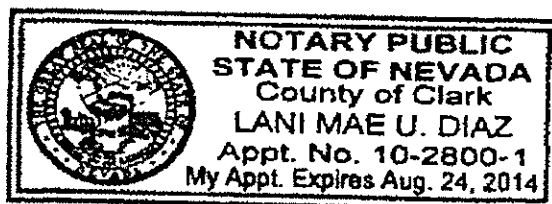
By:   
Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **High Noon at Arlington Ranch Homeowner's Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me July <sup>12</sup>~~3~~, 2012

(Seal)



(Signature)

  
NOTARY PUBLIC

**NOTICE OF CLAIM OF LIEN  
FOR SOLID WASTE SERVICE**

PARCEL# 176-20-714-331  
Account # 620-2062392

NOTICE IS HEREBY GIVEN that:  
Republic Silver State Disposal, Inc.,  
DBA Republic Services hereby claims a lien pursuant to:  
NEVADA REVISED STATUTES  
CHAPTER 444.520

in the amount of \$87.70 , on and against the real property  
of: SULLIBAN MEGAN R

said property being legally described as follows:  
HIGH NOON AT ARLINGTON RANCH  
PLAT BOOK 115 PAGE 21  
UNIT 101 BLDG 111

NVM4C

and commonly known as: 8787 TOM NOON AVE, #101  
Clark County, Las Vegas, Nevada 891787792

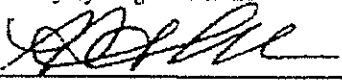
The lien claimed against the interest of: SULLIBAN MEGAN R as owner of the  
above-described property is for solid waste collection, charges, fees and penalties charged by:  
REPUBLIC SERVICES

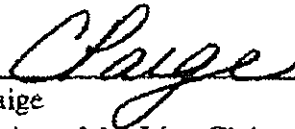
as contractor of CLARK COUNTY for the period from 7/01/2011 to 9/30/2012

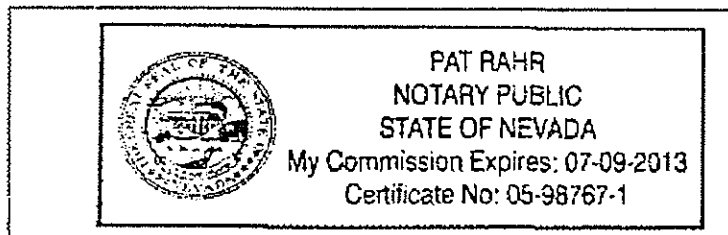
That the record owner of the property was given written notice of delinquency at his last address shown by the  
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record  
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA ) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:  
) ss: That she is the Representative of the Lien claimant herein; and that she has read the  
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the  
statement and averments of facts therein contained are true and of her own knowledge  
and belief, except as to those statements made upon information and belief, and as to those  
she believes them to be true.

SUBSCRIBED and SWORN to before me  
this 20th day of August, 2012

  
Notary Public

By:   
Carolyn Paige  
Representative of the Lien Claimant  
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:  
REPUBLIC SERVICES  
P.O. BOX 98508  
LAS VEGAS, NEVADA 89193-8508

Inst #: 201208290001084

Fees: \$17.00

N/C Fee: \$0.00

08/29/2012 11:10:03 AM

Receipt #: 1288397

Requestor:

REPUBLIC SERVICES

Recorded By: GARCIAC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER



**FIRST AMERICAN TITLE**  
**FORECLOSURE DEPARTMENT - NV**  
 2250 CORPORATE CIRCLE, SUITE 350  
 PH: 702-222-4271 FX: 866-515-8363

**\*7322162\***

<b>Open Date:</b>	10-15-2012 1:54 PM	<b>Escrow No.:</b>	
<b>Site:</b>	TSG-NV	<b>Escrow Officer:</b>	
<b>Division:</b>	TSG	<b>Escrow Phone/Fax</b>	PH: / FX:
<b>Sales Rep:</b>	JARROD WILLIAMS	<b>Escrow Type:</b>	(NONE)
<b>Order No.:</b>	7322162	<b>Escrow Open:</b>	10-15-2012 1:54 PM
<b>Title Officer:</b>	AUGIE JIMENEZ	<b>Escrow Site:</b>	
		<b>Bundle Fee:</b>	\$0.00
<b>Title Type:</b>	RPIR-GI	<b>Lender Ref:</b>	31123
<b>Loan Amt:</b>	\$1,000.00 - RPIR-GI	<b>County Ref:</b>	
<b>Address:</b>	8787 TOM NOON AVE #101, LAS VEGAS, NV		
<b>County:</b>	CLARK	<b>APN:</b>	176-20-714-331
	Lt: Bl: Bk: Pg: Tr: 635		
<b>Owner:</b>	MEGAN R. SULLIBAN		
<b>Phone:</b>			
<b>Buyer:</b>			
<b>Instructions:</b>			
<b>Product:</b>	0	<b>CC&amp;R:</b>	0
		<b>Docs:</b>	0
		<b>Easements:</b>	0
<b>CUSTOMER</b>	<b>CONTCT1</b>		
ALESSI & KOENIG, LLC 9500 W. FLAMINGO ROAD STE. 100 LAS VEGAS, NV 89147 AMANDA LOWER AMANDA@ALESSIKOENIG.COM PH: FX:	TSG-NV 2250 CORPORATE CIRCLE, SUITE 350 HENDERSON NV 89074 CUSTOMER SERVICE 702-222-4271 866-515-8363		
<b>TITLEVDR</b>			
FIRST AMERICAN PROD-ARIZONA 9000 E. PIMA CENTER PKWY STE 150 SCOTTSDALE AZ 85258 JERRY LEWIS 602-685-7369 866-515-8363			

Loan Processor: AMANDA LOWER Oct 15 2012 1:54PM (Augie Jimenez)

## **First American Title Insurance Company**

NATIONAL DEFAULT TITLE SERVICES – TSG DIVISION  
2250 CORPORATE CIRCLE, SUITE 350, HENDERSON, NV 89074

**OCTOBER 16, 2012**

**ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER**

REFERENCE: **31123/SULLIBAN**  
OUR ORDER NUMBER: **7322162**

THE ITEMS ENCLOSED WERE PREPARED FOR THE SOLE USE OF THE HEREIN-NAMED TRUSTEE. THESE ITEMS SHOULD NOT BE RELIED UPON BY ANY THIRD PARTY AS A CONDITION OF TITLE.

**First American Title Insurance Company  
National Default Title Services**

**AUGIE JIMENEZ  
TITLE OFFICER  
PH: 702-222-4273  
FX: 866-515-8363**

ENCLOSURE

ORDER NO: 7322162  
REFERENCE NO: 31123  
FILE NO:  
TITLE OFFICER: AUGIE JIMENEZ

**First American Title Insurance Company**  
FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350  
HENDERSON, NV 89074

**RECORD PROPERTY INFORMATION REPORT**

ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER

AS OF THE DATE HEREOF: **OCTOBER 09, 2012 AT 7:30 A,**

Order# 7322162

- A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED  
HEREIN SHOWS THE FOLLOWING:

PURPORTED OWNER: **MEGAN R. SULLIBAN, AN UNMARRIED WOMAN**

PROPERTY ADDRESS: **8787 TOM NOON AVE #101, LAS VEGAS, NEVADA 89178-7792**

- B. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL THE FOLLOWING AD VALOREM TAX  
INFORMATION IS SHOWN:

ASSESSED VALUATION OF THE LAND: **\$3,500.00**

ASSESSED VALUATION OF THE IMPROVEMENTS: **\$19,511.00**

EXEMPTIONS: **\$0.00**

- C. ACCORDING TO THE CURRENT YEAR TAX FIGURES PROVIDED BY THE TAXING AUTHORITY THE  
FOLLOWING TAX INSTALLMENT AMOUNTS AND STATUS IS SHOWN:

1. THOSE TAXES FOR THE FISCAL YEAR **JULY 1, 2012, THROUGH JUNE 30, 2013**, INCLUDING ANY  
SECURED PERSONAL PROPERTY TAXES COLLECTED BY THE COUNTY TREASURER.

TAX DISTRICT: **635.**

PARCEL NO.: **176-20-714-331.**

1ST INSTALLMENT DUE AUGUST 20, 2012: **\$307.42, PAID.**

2ND INSTALLMENT DUE OCTOBER 01, 2012: **\$169.19, PAID.**

3RD INSTALLMENT DUE JANUARY 07, 2013: **\$169.19, PARTIAL PAY.**

4TH INSTALLMENT DUE MARCH 04, 2013: **\$169.19, OPEN.**

EACH INSTALLMENT WILL BECOME DELINQUENT TEN (10) DAYS AFTER THE DUE DATE.

**\*\*NOTE: THE TAX INFORMATION SET FORTH ABOVE REFLECTS CURRENT YEAR GENERAL TAX  
INFORMATION ONLY. THE RECORD PROPERTY INFORMATION REPORT DOES NOT PROVIDE  
INFORMATION RELATING TO SUPPLEMENTAL TAX BILLS AND/OR PRIOR YEARS(S) DEFAULTED  
TAXES.**

**ORDER NO: 7322162**  
**REFERENCE NO: 31123**  
**FILE NO:**  
**TITLE OFFICER: AUGIE JIMENEZ**

**D. OFFICIAL RECORDS OF THE COUNTY WHERE THE LAND IS LOCATED SHOWS THE FOLLOWING DEED(S) OF TRUST AFFECTING THE LAND:**

**I. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$215,000.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED APRIL 30, 2007 IN BOOK 20070430 AS INSTRUMENT NO. 0006328 OF OFFICIAL RECORDS.**

**DATED: APRIL 25, 2007.**  
**TRUSTOR: MEGAN R. SULLIBAN.**  
**TRUSTEE: PRLAP, INC.**  
**BENEFICIARY: BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION.**

**2. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED SEPTEMBER 02, 2011 IN BOOK 20110902 AS INSTRUMENT NO. 0001737 OF OFFICIAL RECORDS.**

**ASSOCIATION: ARLINGTON RANCH NORTH MASTER ASSOCIATION.**  
**AMOUNT: \$793.94, AND ANY OTHER AMOUNTS DUE THEREUNDER.**

**NOTE 1: NOTICE OF DEFAULT RECORDED OCTOBER 20, 2011 IN BOOK 20111020 AS INSTRUMENT NO. 0001455 OF OFFICIAL RECORDS.**

**NOTE 2: A NOTICE OF TRUSTEE'S SALE DATED JULY 18, 2012, EXECUTED BY SILVER STATE TRUSTEE SERVICES, LLC, RECORDED JULY 19, 2012 IN BOOK 20120719 AS INSTRUMENT NO. 0001022 OF OFFICIAL RECORDS. SAID NOTICE SETS FORTH, AMONG OTHER ITEMS, A PURPORTED SALE DATE OF SEPTEMBER 06, 2012 AT 10:00 A.M.**

**3. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED MAY 23, 2012 IN BOOK 20120523 AS INSTRUMENT NO. 0000539 OF OFFICIAL RECORDS.**

**ASSOCIATION: ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION.**  
**AMOUNT: \$420.00, AND ANY OTHER AMOUNTS DUE THEREUNDER.**

**4. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED JULY 20, 2012 IN BOOK 20120720 AS INSTRUMENT NO. 0003175 OF OFFICIAL RECORDS.**

**ASSOCIATION: HIGH NOON AT ARLINGTON RANCH HOMEOWNER'S ASSOCIATION.**  
**AMOUNT: \$1,887.01, AND ANY OTHER AMOUNTS DUE THEREUNDER.**

**5. A CLAIM OF LIEN RECORDED AUGUST 29, 2012 IN BOOK 20120829, AS INSTRUMENT NO. 0001084, OF OFFICIAL RECORDS.**

**LIEN CLAIMANT: REPUBLIC SERVICES OF SOUTHERN NEVADA.**

**AMOUNT: \$87.70.**

**E. OFFICIAL RECORDS OF THE COUNTY SHOWS THE GENERAL INDEX MATTERS AGAINST THE PURPORTED OWNERS AS FOLLOWS:**

**NONE**

**LIMITATION OF LIABILITY**

ORDER NO: 7322162  
REFERENCE NO: 31123  
FILE NO:  
TITLE OFFICER: AUGIE JIMENEZ

RECIPIENT RECOGNIZES THAT IT IS DIFFICULT TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ANY ERROR OR OMISSION IN THIS REPORT. RECIPIENT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL DAMAGES OR LIABILITIES ARISING FROM ANY SUCH ERROR OR OMISSION. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT THE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH. IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEE AMOUNT CHARGED FOR THIS REPORT.

F. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

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 I, 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.

176-20-714-331

\* \* \* \* \*

ORDER NO: 7322162  
REFERENCE NO: 31123  
FILE NO:  
TITLE OFFICER: AUGIE JIMENEZ

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

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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.

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176-20-714-331

\* \* \* \* \*

31123

Megan Sullivan  
8787 Tom Noon Ave. #101

Las Vegas, NV 89178-7792

Bank of America, NA  
275 So. Valencia Ave, 1st Floor

Brea, CA 92823-6340

Silver State Trustee Services, LLC  
1424 So. Jones Blvd

Las Vegas, NV 89146-1231

Homeowner Association Services, Inc.  
3513 E. Russell Road

Las Vegas, NV 89120

Republic Services  
PO Box 98508

Las Vegas, NV 89193-8508

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$

7012 2210 0000 2372 8090

SENT TO  
Megan Sullivan  
8787 Tom Noon Ave. #101  
Las Vegas, NV 89178-7792

PS Form 3849, November 2010

FLAMINGO ROAD 89147  
NOV 2 2012  
POE

**NOD 10-DAY MAILINGS**

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.

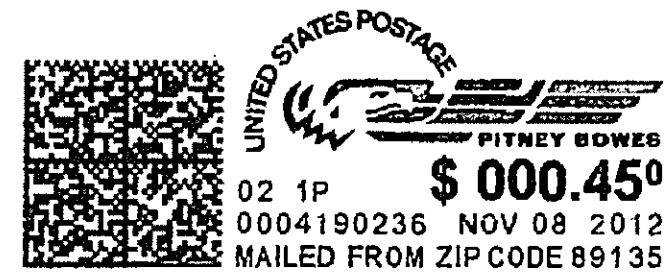
Dated: **October 5, 2012**

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





9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



Megan Sullivan  
8787 Tom Noon Ave. #101

Las Vegas, NV 89178-7792



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147

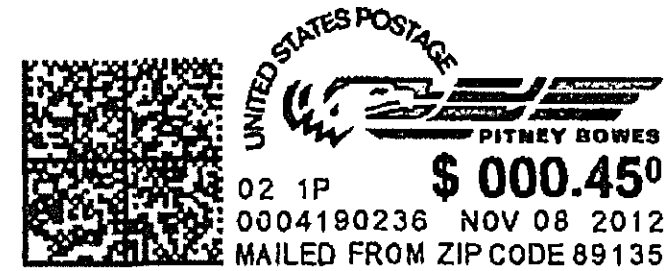


Republic Services  
PO Box 98508

Las Vegas, NV 89193-8508



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



Silver State Trustee Services, LLC  
1424 So. Jones Blvd

Las Vegas, NV 89146-1231



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



Homeowner Association Services, Inc.  
3513 E. Russell Road

Las Vegas, NV 89120



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



Bank of America, NA  
275 So. Valencia Ave, 1st Floor  
Brea, CA 92823-6340

31123

MEGAN R SULLIBAN  
8787 TOM NOON AVE #101

LAS VEGAS, NV 89178-7792

Bank of America, NA  
275 S Valencia Ave 1st Floor

Brea, CA 92823-6340

Silver State Trustee Services, LLC  
1424 S Jones Blvd

Las Vegas, NV 89146-1231

Homeowner Association Services, Inc.  
3513 E Russell Road

Las Vegas, NV 89120-2243

Republic Services  
PO Box 98508

Las Vegas, NV 89193-8508

OMBUDSMANS OFFICE  
Attn: GORDAN MILDEN  
2501 E SAHARA AVE SUITE 205

LAS VEGAS, NV 89104-4128

NOTS MAILINGS

7012 3460 0000 3080 9379

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
<p>Sent To: MEGAN R SULLIBAN 8787 TOM NOON AVE #101 LAS VEGAS, NV 89178-7792</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

7012 3460 0000 3080 9355

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<p>Sent To: Silver State Trustee Services, LLC 1424 S Jones Blvd Las Vegas, NV 89146-1231</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

7012 3460 0000 3080 9331

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
<p>Sent To: Republic Services PO Box 98508 Las Vegas, NV 89193-8508</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

7012 3460 0000 3080 9362

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
<p>Sent To: Bank of America, NA 275 S Valencia Ave 1st Floor Brea, CA 92823-6340</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

7012 3460 0000 3080 9348

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
<p>Sent To: Homeowner Association Services, Inc. 3513 E Russell Road Las Vegas, NV 89120-2243</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

7012 3460 0000 3080 9324

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
<p>Sent To: OMBUDSMANS OFFICE Attn: GORDAN MILDEN 2501 E SAHARA AVE SUITE 205 LAS VEGAS, NV 89104-4128</p> <p>Street, Apt. No., or PO Box No. City, State, ZIP+</p>	

PS Form 3800, August 2009

NOTS MAILINGS

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, 2<sup>nd</sup> 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 03 2013

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

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:

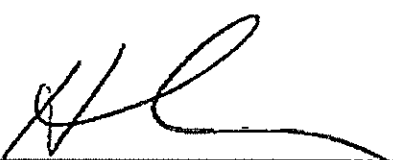
On July 17, 2013, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on July 20, 2012, as instrument number 0003175, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIER'S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

Date:

JUN 03 2013

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

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.

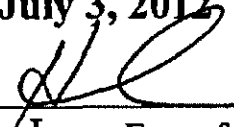
The property against which the lien is imposed is commonly referred to as **8787 Tom Noon Ave., #101, Las Vegas, NV 89178** and more particularly legally described as: **HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111 Book 115 Page 21** in the County of **Clark**.

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**

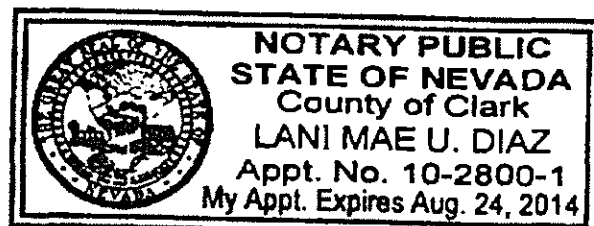
The total amount due through today's date is: **\$1,887.01**. Of this total amount **\$1,812.01** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$75.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate 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 <sup>12</sup>~~3~~, 2012

(Seal)



(Signature)

  
NOTARY PUBLIC



# High Noon @ Arlington Ranch HOA

5575 S Durango Dr #105

Las Vegas, NV 89113

Ms Megan R Sullivan (A)  
7227 W Windmill LN # 168  
Las Vegas, NV 89113

**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
Assessment	10/1/2008	58.00	126.00		Assessment
Payment	10/15/2008	-58.00	68.00		TMS1015082.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

The Management Trust Las Vegas | 5575 S Durango Dr #105 | Las Vegas, NV 89113 | (702) 835-6904

**Make check payable to: High Noon @ Arlington Ranch HOA**

7/11/2013

Page 1 of 5

OCWEN00478

# High Noon @ Arlington Ranch HOA

5575 S Durango Dr #105

Las Vegas, NV 89113

Code	Date	Amount	Balance	Check#	Memo
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
Late Fee	10/30/2009	10.00	146.00		Late Fee Processed
Collection Costs	10/30/2009	125.00	271.00		Prelim
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
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
Late Fee	8/30/2010	10.00	861.65		Late Fee
Interest-Delinquency	8/30/2010	1.90	863.55		Interest
Assessment	9/1/2010	58.00	921.55		Assessment
Payment	9/22/2010	-120.89	800.66	40830	Payment
Late Fee	9/30/2010	10.00	810.66		Late Fee
Interest-Delinquency	9/30/2010	1.62	812.28		Interest
Assessment	10/1/2010	58.00	870.28		Assessment

The Management Trust Las Vegas | 5575 S Durango Dr #105 | Las Vegas, NV 89113 | (702) 835-6904

**Make check payable to: High Noon @ Arlington Ranch HOA**

7/11/2013

Page 2 of 5

OCWEN00479

SA 334

# High Noon @ Arlington Ranch HOA

5575 S Durango Dr #105

Las Vegas, NV 89113

Code	Date	Amount	Balance	Check#	Memo
Late Fee	10/30/2010	10.00	880.28		Late Fee
Interest-Delinquency	10/30/2010	1.35	881.63		Interest
Assessment	11/1/2010	58.00	939.63		Assessment
Payment	11/3/2010	-120.92	818.71	42228	Payment
Payment	11/16/2010	-120.92	697.79	43829	
Late Fee	11/30/2010	10.00	707.79		Late Fee
Interest-Delinquency	11/30/2010	1.07	708.86		Interest
Assessment	12/1/2010	58.00	766.86		Assessment
Late Fee	12/30/2010	10.00	776.86		Late Fee
Interest-Delinquency	12/30/2010	0.80	777.66		Interest
Assessment	1/1/2011	65.80	843.46		Assessment
Payment	1/4/2011	-120.92	722.54	45724	
Payment	1/26/2011	-120.92	601.62	47137	Payment
Late Fee	1/30/2011	10.00	611.62		Late Fee
Interest-Delinquency	1/30/2011	0.56	612.18		Interest
Assessment	2/1/2011	65.80	677.98		Assessment
Late Fee	2/28/2011	10.00	687.98		Late Fee
Interest-Delinquency	2/28/2011	0.84	688.82		Interest
Assessment	3/1/2011	65.80	754.62		Assessment
Late Fee	3/30/2011	10.00	764.62		Late Fee
Interest-Delinquency	3/30/2011	1.13	765.75		Interest
Assessment	4/1/2011	65.80	831.55		Assessment
Payment	4/13/2011	-120.92	710.63	48672	Payment
Payment	4/13/2011	-121.15	589.48	49901	
Assessment	5/1/2011	65.80	655.28		Assessment
Payment	5/27/2011	-241.83	413.45	52360	
Assessment	6/1/2011	65.80	479.25		Assessment
Late Fee	6/30/2011	10.00	489.25		Late Fee
Interest-Delinquency	6/30/2011	0.29	489.54		Interest
Assessment	7/1/2011	65.80	555.34		Assessment
Late Fee	7/30/2011	10.00	565.34		Late Fee
Interest-Delinquency	7/30/2011	0.58	565.92		Interest
Assessment	8/1/2011	65.80	631.72		Assessment
Assessment	9/1/2011	65.80	697.52		Assessment
Late Fee	9/30/2011	10.00	707.52		Late Fee
Interest-Delinquency	9/30/2011	1.15	708.67		Interest
Assessment	10/1/2011	65.80	774.47		Assessment
Late Fee	10/30/2011	10.00	784.47		Late Fee
Interest-Delinquency	10/30/2011	1.09	785.56		Interest
Assessment	11/1/2011	65.80	851.36		Assessment
Payment	11/4/2011	-80.16	771.20	57348	Alessi
Late Fee	11/30/2011	10.00	781.20		Late Fee
Interest-Delinquency	11/30/2011	1.38	782.58		Interest

The Management Trust Las Vegas | 5575 S Durango Dr #105 | Las Vegas, NV 89113 | (702) 835-6904

**Make check payable to: High Noon @ Arlington Ranch HOA**

7/11/2013

Page 3 of 5

OCWEN00480

SA335

# High Noon @ Arlington Ranch HOA

5575 S Durango Dr #105

Las Vegas, NV 89113

Code	Date	Amount	Balance	Check#	Memo
Assessment	12/1/2011	65.80	848.38		Assessment
Late Fee	12/30/2011	10.00	858.38		Late Fee
Interest-Delinquency	12/30/2011	1.66	860.04		Interest
Assessment	1/1/2012	65.80	925.84		Assessment
Late Fee	1/30/2012	10.00	935.84		Late Fee
Interest-Delinquency	1/30/2012	1.95	937.79		Interest
Assessment	2/1/2012	65.80	1,003.59		Assessment
Late Fee	2/29/2012	10.00	1,013.59		Late Fee
Interest-Delinquency	2/29/2012	2.24	1,015.83		Interest
Assessment	3/1/2012	65.80	1,081.63		Assessment
Late Fee	3/30/2012	10.00	1,091.63		Late Fee
Interest-Delinquency	3/30/2012	2.53	1,094.16		Interest
Assessment	4/1/2012	65.80	1,159.96		Assessment
Late Fee	4/30/2012	10.00	1,169.96		Late Fee
Interest-Delinquency	4/30/2012	2.82	1,172.78		Interest
Assessment	5/1/2012	65.80	1,238.58		Assessment
Late Fee	5/30/2012	10.00	1,248.58		Late Fee
Interest-Delinquency	5/30/2012	3.10	1,251.68		Interest
Assessment	6/1/2012	65.80	1,317.48		Assessment
Late Fee	6/30/2012	10.00	1,327.48		Late Fee
Interest-Delinquency	6/30/2012	3.39	1,330.87		Interest
Assessment	7/1/2012	65.80	1,396.67		Assessment
Late Fee	7/30/2012	10.00	1,406.67		Late Fee
Interest-Delinquency	7/30/2012	3.68	1,410.35		Interest
Assessment	8/1/2012	65.80	1,476.15		Assessment
Late Fee	8/30/2012	10.00	1,486.15		Late Fee
Interest-Delinquency	8/30/2012	3.97	1,490.12		Interest
Assessment	9/1/2012	65.80	1,555.92		Assessment
Late Fee	9/30/2012	10.00	1,565.92		Late Fee
Interest-Delinquency	9/30/2012	4.26	1,570.18		Interest
Assessment	10/1/2012	65.80	1,635.98		Assessment
Late Fee	10/30/2012	10.00	1,645.98		Late Fee
Interest-Delinquency	10/30/2012	4.54	1,650.52		Interest
Assessment	11/1/2012	65.80	1,716.32		Assessment
Late Fee	11/30/2012	10.00	1,726.32		Late Fee
Interest-Delinquency	11/30/2012	4.83	1,731.15		Interest
Assessment	12/1/2012	65.80	1,796.95		Assessment
Late Fee	12/30/2012	10.00	1,806.95		Late Fee
Interest-Delinquency	12/30/2012	5.12	1,812.07		Interest
Assessment	1/1/2013	64.00	1,876.07		Assessment
Late Fee	1/30/2013	10.00	1,886.07		Late Fee
Interest-Delinquency	1/30/2013	5.40	1,891.47		Interest
Assessment	2/1/2013	64.00	1,955.47		Assessment

The Management Trust Las Vegas | 5575 S Durango Dr #105 | Las Vegas, NV 89113 | (702) 835-6904

**Make check payable to: High Noon @ Arlington Ranch HOA**

7/11/2013

Page 4 of 5

OCWEN00481

SA336

## High Noon @ Arlington Ranch HOA

5575 S Durango Dr #105

Las Vegas, NV 89113

Code	Date	Amount	Balance	Check#	Memo
Late Fee	2/28/2013	10.00	1,965.47		Late Fee
Interest-Delinquency	2/28/2013	5.68	1,971.15		Interest
Assessment	3/1/2013	64.00	2,035.15		Assessment
Late Fee	3/30/2013	10.00	2,045.15		Late Fee
Interest-Delinquency	3/30/2013	5.96	2,051.11		Interest
Assessment	4/1/2013	64.00	2,115.11		Assessment
Late Fee	4/30/2013	10.00	2,125.11		Late Fee
Interest-Delinquency	4/30/2013	6.24	2,131.35		Interest
Assessment	5/1/2013	64.00	2,195.35		Assessment
Late Fee	5/30/2013	10.00	2,205.35		Late Fee
Interest-Delinquency	5/30/2013	6.52	2,211.87		Interest
Assessment	6/1/2013	64.00	2,275.87		Assessment
Late Fee	6/30/2013	10.00	2,285.87		Late Fee
Interest-Delinquency	6/30/2013	6.80	2,292.67		Interest
<hr/>					
Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	2,292.67
16.80	80.52	80.24	2,115.11		

The Management Trust Las Vegas | 5575 S Durango Dr #105 | Las Vegas, NV 89113 | (702) 835-6904

**Make check payable to: High Noon @ Arlington Ranch HOA**

7/11/2013

Page 5 of 5

SA 337  
OCWEN00482

High Noon @ Arlington Ranch HOA  
5575 S Durango Dr #105  
Las Vegas, NV 89113

Christinia E. Limberis  
571 Curtin Court  
Las Vegas, NV 89123

Property Address: 8787 Tom Noon Ave #101  
Account #: 505418

Code	Date	Amount	Balance	Check#	Memo
------	------	--------	---------	--------	------

DAVID ALESSI \*  
ROBERT KOENIG \*\*  
THOMAS BAYARD \*



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

RYAN KERBOW \*\*\*  
HUONG LAM \*\*\*\*  
BRAD BACE \*\*\*\*

**ADDITIONAL OFFICES**

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323

&  
DIAMOND BAR CA  
PHONE: 909-843-6590

\* Admitted in CA  
\*\* Admitted in CA, NV & CO  
\*\*\* Admitted in CA & NV  
\*\*\*\* Admitted in NV

## AUTHORIZATION TO CONCLUDE NON-JUDICIAL FORECLOSURE AND CONDUCT TRUSTEE SALE

Dear Board of Directors and Management:

Alessi & Koenig, LLC is processing the posting and publication of a Notice of Trustee Sale for the below referenced property. Prior to the sale taking place, Alessi & Koenig requests a member of the Board of Directors, or a managing agent of the Board of Directors, sign this authorization.

If there are no bidders at the trustee sale, the property will revert to the homeowners association (HOA); and the HOA will acquire ownership of the property. Alessi & Koenig will record a Trustee's Deed Upon Sale on behalf of the HOA and advance the real property transfer tax.

Should the property revert to the HOA, Alessi & Koenig will provide an invoice for foreclosure fees and reimbursement of costs; including transfer tax and title insurance. Alessi & Koenig fees approximate \$2,500 to \$2,950.

Delinquent homeowner's name(s): **MEGAN R SULLIBAN**

Homeowner Association name: **High Noon at Arlington Ranch Homeowner's Association**

Delinquent homeowner's property address: **8787 TOM NOON AVE #101, LAS VEGAS, NV 89178-7792**

Estimated Trustee Sale Date: **July 17, 2013**

Approximate amount owed bank (1<sup>st</sup> mortgage): **\$215,000.00\*** Approx Equity: **unknown**

Approximate Amount owed HOA (delinquent assessment): **\$2,292.67**

Bank Foreclosing:

The undersigned has been authorized to execute this agreement on behalf of the above referenced Homeowners Association. Execution of this agreement authorizes Alessi & Koenig to conduct a public auction via trustee sale of the above referenced property.

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

AGENT for **High Noon at Arlington Ranch Homeowner's Association**  
[www.eppraisal.com](http://www.eppraisal.com)

\*See

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

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.

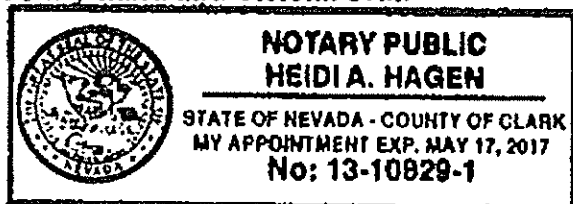
Huong Lam, Esq.  
Signature of AUTHORIZED AGENT for Alessi & Koenig, Llc.

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  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

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 CASHIER'S CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2<sup>nd</sup> 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 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

31123

MEGAN R SULLIBAN  
8787 TOM NOON AVE #101

LAS VEGAS, NV 89178-7792

Homeowner Association Services, Inc.  
3513 E Russell Road

Las Vegas, NV 89120-2243

Bank of America, NA  
275 S Valencia Ave 1st Floor

Brea, CA 92823-0340

Republic Services  
PO Box 98508

Las Vegas, NV 89193-8508

Silver State Trustee Services, LLC  
1424 S Jones Blvd

Las Vegas, NV 89146-1231

OMBUDSMANS OFFICE  
Attn: GORDAN MILDEN  
2501 E SAHARA AVE SUITE 205

LAS VEGAS, NV 89104-4128

NOTS MAILINGS

7012 3460 0000 3080 9379

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
MEGAN R SULLIBAN  
8787 TOM NOON AVE #101  
LAS VEGAS, NV 89178-7792

PS Form 3800

7012 3460 0000 3080 9355

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
Silver State Trustee Services, LLC  
1424 S Jones Blvd  
Las Vegas, NV 89146-1231

PS Form 3800

7012 3460 0000 3080 9331

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
Republic Services  
PO Box 98508  
Las Vegas, NV 89193-8508

PS Form 3800

7012 3460 0000 3080 9362

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
Bank of America, NA  
275 S Valencia Ave 1st Floor  
Brea, CA 92823-6340

PS Form 3800

7012 3460 0000 3080 9348

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
Homeowner Association Services, Inc.  
3513 E Russell Road  
Las Vegas, NV 89120-2243

PS Form 3800

7012 3460 0000 3080 9324

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage \$

Postmark  
LAS VEGAS, NV 89113-9998  
JUN 14 2013  
USPS

Sent To  
OMBUDSMANS OFFICE  
Attn: GORDAN MILDEN  
2501 E SAHARA AVE SUITE 205  
LAS VEGAS, NV 89104-4128

PS Form 3800

NOTS MAILINGS

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 CASHIER'S CHECK at: 2:00 p.m., at 9500 W. Flamingo Rd., Suite #205, Las Vegas, Nevada 89147 (Alessi & Koenig, LLC Office Building, 2<sup>nd</sup> 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 03 2013

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

Inst #: 201210310000600  
Fees: \$17.00  
N/C Fee: \$0.00  
10/31/2012 08:04:08 AM  
Receipt #: 1384059  
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

31123

Megan Sullivan  
8787 Tom Noon Ave. #101  
  
Las Vegas, NV 89178-7792

Bank of America, NA  
275 So. Valencia Ave, 1st Floor  
  
Brea, CA 92823-6340

Silver State Trustee Services, LLC  
1424 So. Jones Blvd  
  
Las Vegas, NV 89146-1231

Homeowner Association Services, Inc.  
3513 E. Russell Road  
  
Las Vegas, NV 89120

Republic Services  
PO Box 98508  
  
Las Vegas, NV 89193-8508

7012 2230 0000 2372 8090

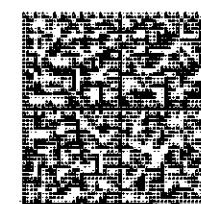
U.S. Postal Service <sup>®</sup>	
CERTIFIED MAIL <sup>™</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	\$
Sent To	
Megan Sullivan	
8787 Tom Noon Ave. #101	
Las Vegas, NV 89178-7792	
PS Form 3849, November 2012	

ELAMINGO ROAD 89147  
NOV 2 2012  
POE

NOD 10-DAY MAILINGS



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P \$ 000.45<sup>0</sup>  
0004190236 NOV 08 2012  
MAILED FROM ZIP CODE 89135

Megan Sullivan  
8787 Tom Noon Ave. #101  
Las Vegas, NV 89178-7792



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



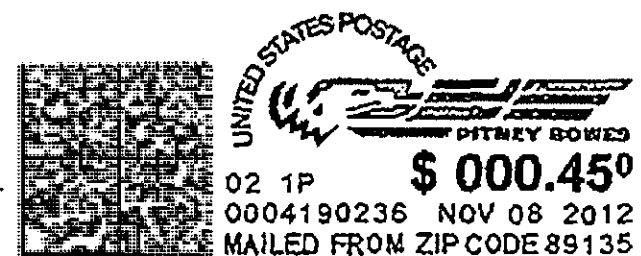
UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P \$ 000.45<sup>0</sup>  
0004190236 NOV 08 2012  
MAILED FROM ZIP CODE 89135

Republic Services  
PO Box 98508  
Las Vegas, NV 89193-8508





9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147

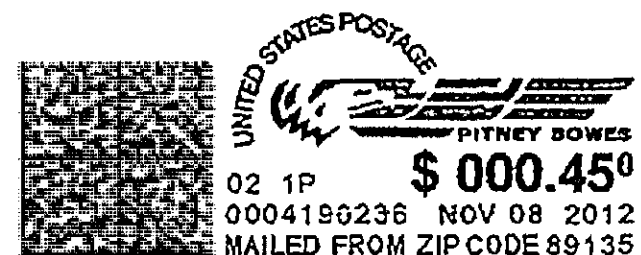


Silver State Trustee Services, LLC  
1424 So. Jones Blvd

Las Vegas, NV 89146-1231



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147

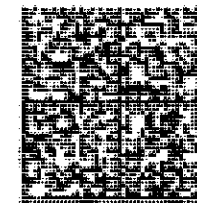


Homeowner Association Services, Inc.  
3513 E. Russell Road

Las Vegas, NV 89120



9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P \$ 000.45<sup>0</sup>  
0004190236 NOV 08 2012  
MAILED FROM ZIP CODE 89135

Bank of America, NA  
275 So. Valencia Ave, 1st Floor  
Brea, CA 92823-6340

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

J12

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: 

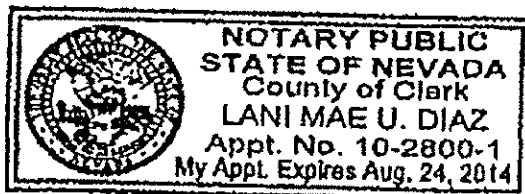
**Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of High Noon at Arlington Ranch Homeowner's Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me July <sup>12</sup>~~3~~, 2012

(Seal)



(Signature)

  
NOTARY PUBLIC

DAVID ALESSI\*  
 THOMAS BAYARD\*  
 ROBERT KOENIG\*\*  
 RYAN KERBOW\*\*\*  
 HUONG LAM\*\*\*  
 \* Admitted to the California Bar  
 \*\* Admitted to the California, Nevada  
 and Colorado Bar  
 \*\*\* Admitted to the Nevada Bar  
 \*\*\*\* Admitted to the Nevada and California Bar

**ALESSI  
 KOENIG**  
*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
 Las Vegas, Nevada 89147  
 Telephone: 702-222-4033  
 Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

AGOURA HILLS, CA  
 PHONE: 818-735-9600

RUNO NV  
 PHONE: 775-626-2323  
 &  
 DIAMOND BAR CA  
 PHONE: 909-843-6590

July 3, 2012

**LIEN LETTER**  
**VIA REGULAR AND CERTIFIED MAIL**

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

Re: 8787 Tom Noon Ave., #101/HO #31123  
 High Noon at Arlington Ranch Homeowner's Association

Dear Megan Sullivan:

Our office has been retained by High Noon at Arlington Ranch Homeowner's Association to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of High Noon at Arlington Ranch Homeowner's Association on July 3, 2012. The total amount due total of unpaid charges please contact Alessi & Koenig at the mailing address listed above. Payment must be in payable to Alessi & Koenig. Cash will not be accepted.

Unless you, within thirty days after receipt portion thereof, our office will assume the debt is a 30 day period that you dispute the debt, or any portion of such verification will be mailed to you. Upon receipt we will provide you with the name and address of the next step in the collection process. If, however, of the original creditor within the thirty-day period requires us to suspend efforts to collect the debt or advised that you have the right to inspect the association's records.

In the event Alessi & Koenig, LLC does incur costs of \$1,887.01, a Notice of Default will be recorded. If you have any question please contact my legal assistant, Mary Indalecio, at the account, you could lose ownership of your property.

7196 9008 9111 4958 7249  
**TO:** Megan Sullivan  
 8787 Tom Noon Ave., #101  
 Las Vegas, NV 89178

**SENDER:** TSN #: 31123-8787-101

**REFERENCE:** Certified Article Number

7196 9008 9111 4958 7249  
**SENDER'S RECORD**

PS Form 3800, January 2010

RETURN  
 RECEIPT  
 SERVICE

Postage  
 Certified Fee  
 Return Receipt Fee  
 Restricted Delivery  
 Total Postage & Fees

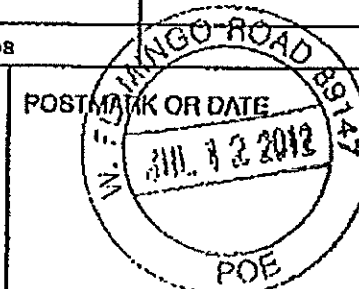
US Postal Service®

**Receipt for  
 Certified Mail™**

ALESSI

No Insurance Coverage Provided  
 Do Not Use for International Mail

Please be advised that Alessi & Koenig, LLC is a debt collector. Any information obtained will be used for that purpose.



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 3, 2012

(Seal)

(Signature)

\_\_\_\_\_  
NOTARY PUBLIC

Alessi & Koenig, LLC  
Order # 31123  
TS # 31123-8787-101

**AFFIDAVIT OF SERVICE**

State of Nevada )  
County of Clark)

I, Robert Turner, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served Megan Sullivan with a copy of the Notice of Sale, on 6/19/2013 at approximately 8:00 AM, by:

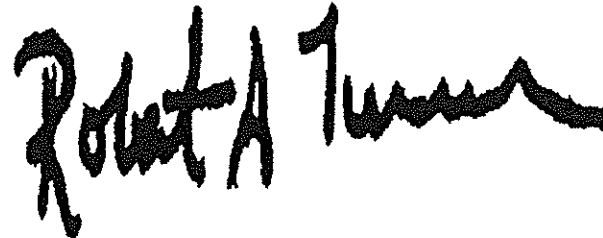
Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

8787 Tom Noon Avenue Unit 101  
Las Vegas NV 89178

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated 6/19/2013

Nevada Legal Support Services LLC



Robert Turner, 1726777  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NVLSS ID# 451453      71  
COUNTY OF SERVICE: CLARK  
SERVER: Robert Turner

Alessi & Koenig, LLC  
Order # 31123  
TS # 31123-8787-101

**AFFIDAVIT OF POSTING NOTICE OF SALE**

State of Nevada )  
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 6/18/2013, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale 31123-8787-101, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS  
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS  
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

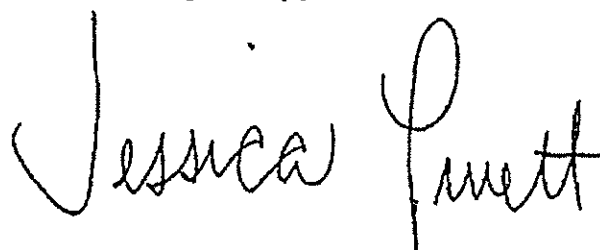
The purported owner and address of the property contained in the Notice of Sale being:

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

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

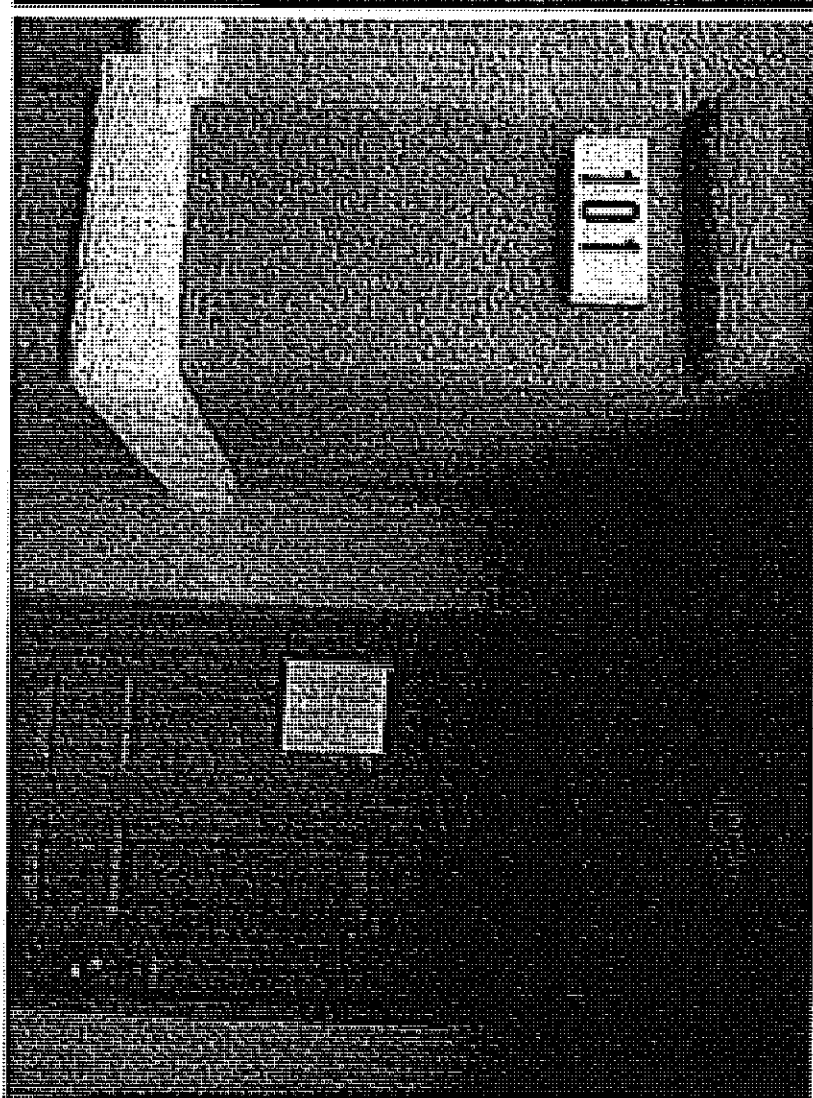
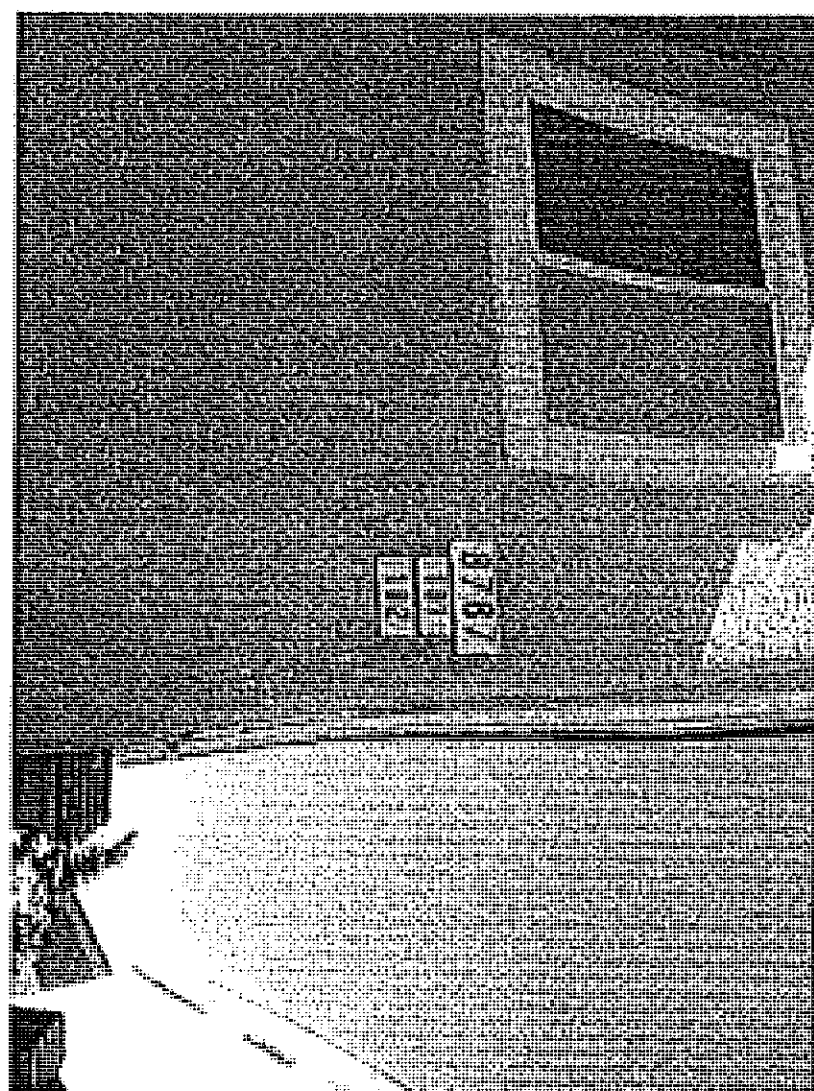
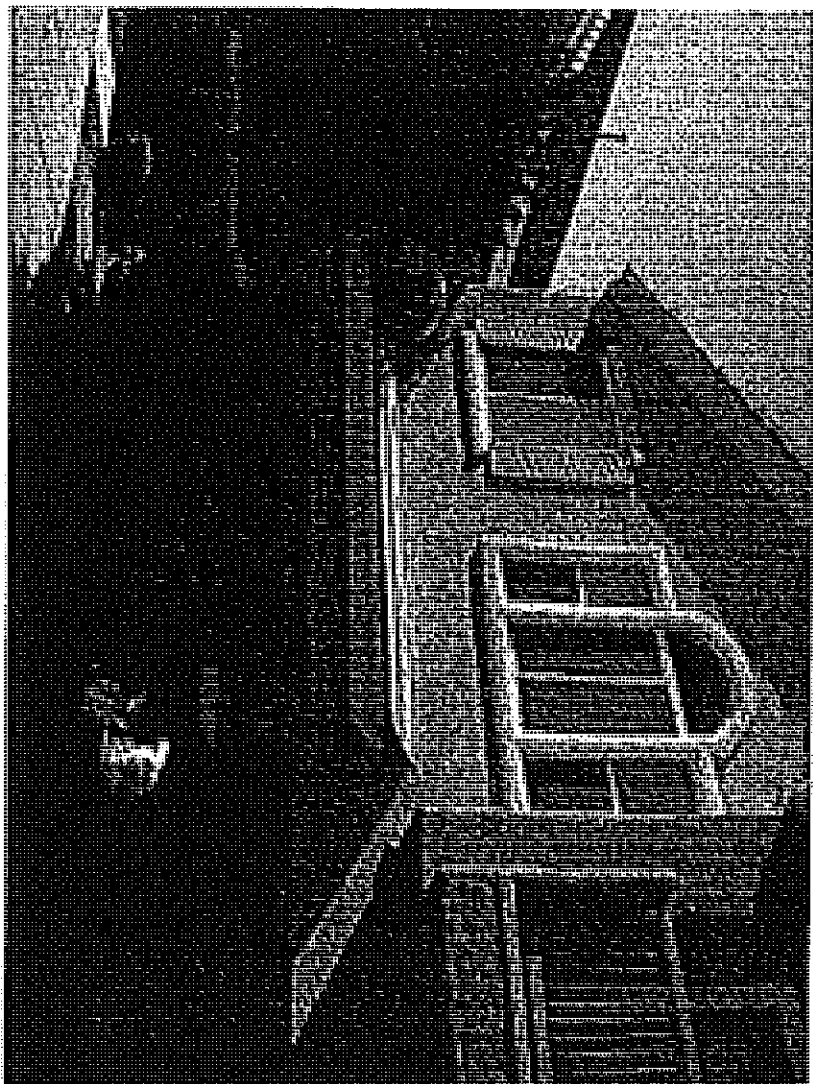
Dated 6/18/2013

Nevada Legal Support Services LLC



Jessica Pruett  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NVLSS ID# 451453      71  
COUNTY OF SERVICE: CLARK  
SERVER: Jessica Pruett  
ALESSI TRUSTEE CORP



Photos taken by: Robert Turner County: CLARK 36  
 Photo Date: 6/19/2013 Time: 8:00 AM NLN ID# 451453 Page 1 of 1  
 Primary Borrower: Megan Sullivan  
 Property Address: 8787 Tom Noon Avenue Unit 101, Las Vegas NV 89178

Nevada Legal Support Services LLC  
 930 S. 4th Street, Suite 200  
 Las Vegas, NV 89101  
 (702) 382-2747 NV. Lic. #1711

Alessi & Koenig, LLC Order # 31123 TS#31123-8787-101



AFFP

31123-8787-101

## Affidavit of Publication

STATE OF NEVADA }  
COUNTY OF CLARK }

SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

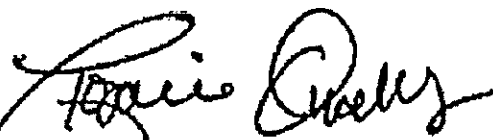
Jun 21, 2013

Jun 28, 2013

Jul 05, 2013

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Jul 05, 2013



Rosalie Qualls

### NOTICE OF TRUSTEE'S SALE

APN: 176-20-714-331

TSN 31123-8787-101

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: By: Huong Lam, Esq. of Alessi & Koenig LLC on behalf of High Noon at Arlington Ranch Homeowner's Association  
Published in Nevada Legal News  
June 21, 28, July 5, 2013

01104266 00352936 (702)254-9044

ALESSI & KOENIG, LLC  
9500 WEST FLAMINGO ROAD #205  
LAS VEGAS, NV 89147

**George Bates**

---

**From:** PROPERTIES PLUS [info@propertiesplusinvestments.net]  
**Sent:** Thursday, July 18, 2013 2:36 PM  
**To:** George Bates  
**Subject:** Re: 8787 Tom Noon #101

George,

The vesting shall be in our Company Name **Properties Plus Investments, LLC 1785 E. Sahara Ave. #490-939 Las Vegas, NV 89104**. I shall be up there shortly with the requested amount of \$7,889.30 for the sale of the property. Once you prepare the docs can you email me a copy of the Deed before and after of the Recording in order for me to move forward with the eviction. The Check will be made out to Alessi & Koenig, LLC thank you for your service It is greatly appreciated.

Regards,

Lonnie Britt

Properties Plus Investments, LLC  
[www.propertiesplusinvestments.net](http://www.propertiesplusinvestments.net)  
[www.ibuyproperties.us](http://www.ibuyproperties.us)  
[www.isellproperties.us](http://www.isellproperties.us)  
Office: 866-816-9329  
Cell: 702-604-1050  
Fax: 702-509-9651

On July 18, 2013 at 12:41 PM George Bates <[george@alessikoenig.com](mailto:george@alessikoenig.com)> wrote:

Lonnie,

Following is the property you purchased on July 17, 2013. Please send me your vesting info so I can start preparing your deed:

8787 TOM NOON AVE #101/HO# 31123

*Amount: \$7,500.00*

Tax: \$372.30

Fee: \$17.00

Total: \$7,889.30

**George Bates**

---

**From:** George Bates  
**Sent:** Thursday, July 18, 2013 9:42 AM  
**To:** 'PROPERTIES PLUS'  
**Cc:** Russell Powers  
**Subject:** 7/17/2013 Sale

Lonnie,

Following is the property you purchased on July 17, 2013. Please send me your vesting info so I can start preparing your deed:

8787 TOM NOON AVE #101/HO# 31123

Amount: \$7,500.00

Tax: \$372.30

Fee: \$17.00

Total: \$7,889.30

**George Bates**

Alessi & Koenig, LLC  
9500 W. Flamingo Rd. Suite 205  
Las Vegas, NV 89147  
Ph: 702.222.4033  
Fax: 702.222.4043  
[george@alessikoenig.com](mailto:george@alessikoenig.com)

**Office Hours are as follows:**

Monday - Thursday 8:30 a.m. to 5:00 p.m.

Friday 8:30 a.m. to 2:00 p.m.

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

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CHASE

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9532205248

91-2  
1221

Date 07/18/2013

Remitter LONNIE BRITT

Pay: SEVEN THOUSAND EIGHT HUNDRED EIGHTY NINE DOLLARS AND 30 CENTS

Pay To The ALESSI & KOENIG LLC  
Order Of

\$ \*\*\*\*\*7,889.30 \*\*\*

By

Drawer: JPMORGAN CHASE BANK, N.A.

Memo:

8787 Tom Nun #101

Michael Andrews

Note: For information only. Comment has no effect on bank's payment.

Senior Vice President  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ



670 31123

Alessi & Koenig, LLC  
4500 W. Flamingo Rd Ste 200  
Las Vegas, NV 89119  
702-722-4043 Fax  
702-222-4033 Phone

DATE

7/18/13

RECEIVED  
FROM

LONNIE BRITT

\$ 7889.30

SEVEN THOUSAND EIGHT HUNDRED EIGHTY NINE DOLLARS AND 30 CENTS

FOR

8787 Tom Nun #101/631123

DOLLARS  
☐ CASH  
☒ CHECK  
☐ M.O.  
☐ CREDIT CARD

AMOUNT OF ACCOUNT

\$

AMOUNT PAID

\$

7889.30

BALANCE DUE

\$

BY

Thank You!  
Michael Andrews

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.

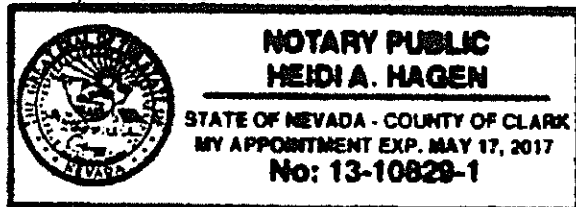
Signature of AUTHORIZED AGENT for Alessi & Koenig, Llc.

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  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

When recorded return to:

**THE ALESSI & KOENIG, LLC**  
**9500 W. 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**

**RELEASE OF NOTICE OF DELINQUENT ASSESSMENT LIEN**

In accordance with the provisions of Nevada Revised Statutes chapter 116.3116 et al., the Notice of Delinquent Assessment Lien, recorded by **High Noon at Arlington Ranch Homeowner's Association**, is released. Said lien was recorded on **July 20, 2012** in Book **20120720** as instrument number **0003175**, against the property legally described as **HIGH NOON AT ARLINGTON RANCH UNIT 101 BLDG 111**, as per map recorded in Book **115**, Pages **21** inclusive of maps recorded in the County recorder of **Clark** County, Nevada.

The owner(s) of record as reflected on the public record as of the date of Lien recordation is (was):  
**MEGAN R SULLIBAN**

Property Address: **8787 TOM NOON AVE #101, LAS VEGAS, NV 89178-7792**

Dated: **August 8, 2013**

By: Sara Aslinger of Alessi & Koenig, LLC on behalf of **High Noon at Arlington Ranch Homeowner's Association**

State of Nevada  
County of Clark

On \_\_\_/\_\_\_/\_\_\_, before me personally appeared Sara Aslinger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)

(Signature)

\_\_\_\_\_  
NOTARY PUBLIC

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

9532205248

91-2  
1221

Date 07/18/2013

Remitter LONNIE BRITT

Pay: SEVEN THOUSAND EIGHT HUNDREDEIGHTY NINE DOLLARS AND 30 CENTS

Pay To The Order Of ALESSI & KOENIG LLC

JUL 18 REC'D

\$ \*\*\*\*\*7,889.30 \*\*\*

By

Drawer: JPMORGAN CHASE BANK, N.A.

Memo:

Note: For information only. Comment has no effect on bank's payment.

Senior Vice President  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ





DAVID ALESSI \*  
ROBERT KOENIG \*\*  
THOMAS BAYARD \*

\* Admitted in CA  
\*\* Admitted in CA, NV & CO  
\*\*\* Admitted in CA NV  
\*\*\*\* Admitted in NV



*A Multi-Jurisdictional Law Firm*

9500 W. Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
www.alessikoenig.com

RYAN KERBOW \*\*\*  
HUONG LAM \*\*\*\*  
BRAD BACE \*\*\*\*

**ADDITIONAL OFFICES IN**

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323

DIAMOND BAR CA  
PHONE: 909-861-8300

<b>To:</b>	MEGAN R SULLIBAN	<b>Re:</b>	8787 TOM NOON AVE #101/HO #31123
<b>From:</b>		<b>Date:</b>	Thursday, August 08, 2013
<b>Fax No.:</b>		<b>Pages:</b>	2, including cover
		<b>HO #:</b>	31123

Dear MEGAN R:

This will serve as a demand on behalf of High Noon at Arlington Ranch Homeowner's Association for the above referenced property located at 8787 TOM NOON AVE #101, LAS VEGAS, NV. The total amount due through July 31, 2013 is (\$1,520.11). The breakdown of fees, interest and costs is as follows:

**ATTORNEY & TRUSTEES FEES:**

Pre NOD		\$0.00
Attorney Fees	(2.5)	\$600.00
Transfer Tax		\$372.30
Trustee Deed Preparation		\$125.00
Notice of Intent to Lien - Nevada		\$150.00
Notice of Delinquent Assessment Lien - Nevada		\$325.00
Notice of Default		\$400.00
Notice of Trustee Sale		\$275.00
Foreclosure Fee		\$150.00
Release of Lien (Upon payment in full)		\$30.00
Sale Date Down		\$75.00
<b>Total</b>		<b>\$2,502.30</b>

**COSTS:**

Notary, Recording, Mailings, and PACER	\$233.14
Trustees Sale Guarantee	\$360.00
Publishing and Posting of Trustee Sale	\$250.00

**HOA & MANAGEMENT COMPANY FEES:**

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.

DAVID ALESSI \*  
ROBERT KOENIG \*\*  
THOMAS BAYARD \*

\* Admitted in CA  
\*\* Admitted in CA, NV & CO  
\*\*\* Admitted in CA NV  
\*\*\*\* Admitted in NV



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RYAN KERBOW \*\*\*  
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BRAD BACE \*\*\*\*

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AGOURA HILLS, CA  
PHONE: 818- 735-9600

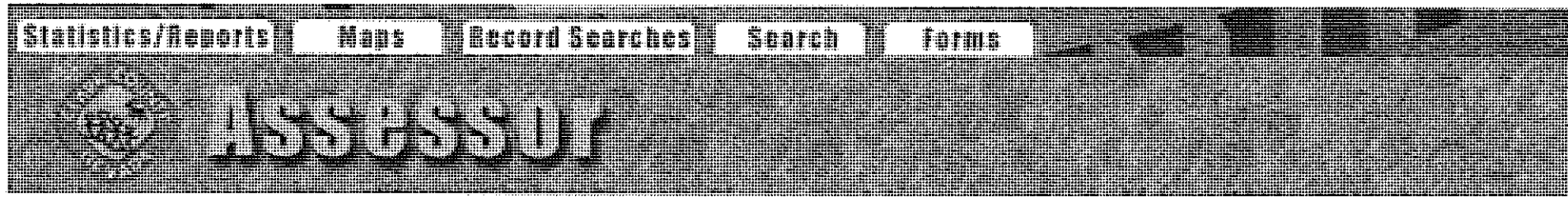
RENO NV  
PHONE: 775-626-2323

DIAMOND BAR CA  
PHONE: 909-861-8300

Balance To HOA Through July 31, 2013	\$2,356.67
Late Fees Through July 31, 2013	\$10.00
Fines Through August 8, 2013	\$0.00
Interest Through July 31, 2013	\$7.08
Management Company Audit Fee	\$200.00
Management Account Setup Fee	\$125.00
Conduct Foreclosure Sale	\$125.00
Capital Contribution	\$200.00
Progress Payments:	\$0.00
Sub-Total:	\$6,369.19
Less Payments Received:	\$7,889.30
Total Amount Due:	(\$1,520.11)

Any payments made toward the amount of (\$1,520.11) should be made payable to the Alessi & Koenig, LLC and mailed to the above listed NEVADA address. Upon receipt of payment in full 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.



## M.W. Schofield, Assessor

### REAL PROPERTY PARCEL RECORD



[Click Here for a Print Friendly Version](#)

<a href="#">Assessor Map</a>	<a href="#">Aerial View</a>	<a href="#">Building Sketch</a>	<a href="#">Ownership History</a>	<a href="#">Neighborhood Sales</a>	<a href="#">New Search</a>
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GENERAL INFORMATION	
PARCEL NO.	176-20-714-331
OWNER AND MAILING ADDRESS	SULLIBAN MEGAN R 8787 TOM NOON AVE #101 LAS VEGAS NV 89178-7792
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	8787 TOM NOON AVE 101 ENTERPRISE
ASSESSOR DESCRIPTION	HIGH NOON AT ARLINGTON RANCH PLAT BOOK 115 PAGE 21 UNIT 101 BLDG 111  SEC 20 TWP 22 RNG 60
RECORDED DOCUMENT NO.	* 20070430:06327
RECORDED DATE	04/30/2007
VESTING	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	635
APPRAISAL YEAR	2009
FISCAL YEAR	09-10
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A


REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2009-10	2010-11
LAND	17500	3500
IMPROVEMENTS	23640	24754
PERSONAL PROPERTY	0	0
EXEMPT	0	0

GROSS ASSESSED (SUBTOTAL)	41140	28254
TAXABLE LAND+IMP (SUBTOTAL)	117543	80726
COMMON ELEMENT ALLOCATION ASSD	63	68
TOTAL ASSESSED VALUE	41203	28322
TOTAL TAXABLE VALUE	117723	80920

[Click here for Treasurer Information regarding real property taxes.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.03 Acres
ORIGINAL CONST. YEAR	2005
LAST SALE PRICE MONTH/YEAR	215000 04/07
LAND USE	1-60 RESIDENTIAL TOWNHOUSES
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	1118	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	100	STORIES	TWNHOUSE (2)	POOL	NO
2ND FLOOR SQ. FT.	1018	BEDROOMS	2	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	241	FIREPLACE	0	ROOF TYPE	CONCRETE TILE

ASSESSORMAP VIEWING GUIDELINES	
MAP	<a href="#">176207</a>
<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 	

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.



Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada 89155-1401

702-455-3882 (INFORMATION)

[Return to Home](#)



Bankruptcy Party Search  
Thu May 27 13:09:52 2010  
No Records Found

User: rk0456  
Client:  
Search: Bankruptcy Party Search Name SULLIBAN, MEGAN All Courts Page: 1  
No records found

Receipt 05/27/2010 13:09:53 1761342	
User	rk0456
Client	
Description	Bankruptcy Party Search
	Name SULLIBAN, MEGAN All Courts Page: 1
Pages	1 (\$0.08)

MAILING LABEL: JUNE 3, 2010

ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER

REFERENCE: 22321  
ORDER NUMBER: 4462775

PROPERTY ADDRESS:

8787 TOM NOON AVE #101, LAS VEGAS, NEVADA 89178-7792

ENCLOSED IS A **RECORD PROPERTY INFORMATION REPORT - GENERAL MATTERS** ON THE ABOVE REFERENCED ORDER. AS A COURTESY TO OUR CUSTOMERS, AN ADDITIONAL COPY OF THE LEGAL DESCRIPTION IS ATTACHED.

ALL INQUIRIES AND CORRESPONDENCE REGARDING THE ABOVE SHOULD BE DIRECTED TO THE TITLE OFFICER WHOSE NAME AND PHONE NUMBER APPEAR BELOW.

*First American Title Insurance Company*  
*National Default Title Services*  
FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350

ASSISTANT SECRETARY / TITLE OFFICER  
PH: 702-222-4273  
FX: 866-515-8363

**ORDER NO: 4462775**  
**REFERENCE NO: 22321**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

**MAILING LABEL: JUNE 3, 2010**

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

**REFERENCE: 22321**  
**ORDER NUMBER: 4462775**

**PROPERTY ADDRESS:**

**8787 TOM NOON AVE #101, LAS VEGAS, NEVADA 89178-7792**

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**First American Title Insurance Company**  
**FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350**

**AUGIE JIMENEZ**  
**ASSISTANT SECRETARY / TITLE OFFICER**  
**PH: 702-222-4273**  
**FX: 866-515-8363**



ORDER NO: 4462775  
REFERENCE NO: 22321  
FILE NO: CLARK  
TITLE OFFICER: AUGIE JIMENEZ

**First American Title Insurance Company**  
FORECLOSURE DEPARTMENT - NV, 2250 CORPORATE CIRCLE, SUITE 350  
HENDERSON, NV 89074

**RECORD PROPERTY INFORMATION REPORT**

ALESSI & KOENIG, LLC  
9500 W. FLAMINGO ROAD STE. 100  
LAS VEGAS, NV 89147  
ATTN: AMANDA LOWER

AS OF THE DATE HEREOF: MAY 25, 2010 AT 7:30 AM

Order# 4462775

- A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED HEREIN SHOWS THE FOLLOWING:

PURPORTED OWNER: MEGAN R. SULLIBAN, AN UNMARRIED WOMAN

PROPERTY ADDRESS: 8787 TOM NOON AVE #101, LAS VEGAS, NEVADA 89178-7792

- B. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL THE FOLLOWING AD VALOREM TAX INFORMATION IS SHOWN:

ASSESSED VALUATION OF THE LAND: \$17,500.00

ASSESSED VALUATION OF THE IMPROVEMENTS: \$23,640.00

EXEMPTIONS: \$.00

- C. ACCORDING TO THE CURRENT YEAR TAX FIGURES PROVIDED BY THE TAXING AUTHORITY THE FOLLOWING TAX INSTALLMENT AMOUNTS AND STATUS IS SHOWN:

1. TAXES FOR THE FISCAL YEAR JULY 1, 2009, THROUGH JUNE 30, 2010, INCLUDING ANY SECURED PERSONAL PROPERTY TAXES COLLECTED BY THE COUNTY TREASURER.

PARCEL NO.: 176-20-714-331.  
TAX DISTRICT: 635.  
TOTAL TAX: \$1,207.50, PAID.

**\*\*NOTE:** THE TAX INFORMATION SET FORTH ABOVE REFLECTS CURRENT YEAR GENERAL TAX INFORMATION ONLY. THE RECORD PROPERTY INFORMATION REPORT DOES NOT PROVIDE INFORMATION RELATING TO SUPPLEMENTAL TAX BILLS AND/OR PRIOR YEARS(S) DEFAULTED TAXES.

**ORDER NO: 4462775**  
**REFERENCE NO: 22321**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

**D. OFFICIAL RECORDS OF THE COUNTY WHERE THE LAND IS LOCATED SHOWS THE FOLLOWING DEED(S) OF TRUST AFFECTING THE LAND:**

1. A DEED OF TRUST TO SECURE AN ORIGINAL INDEBTEDNESS OF \$215,000.00, AND ANY AMOUNTS OR OBLIGATIONS SECURED THEREBY, RECORDED **APRIL 30, 2007** IN BOOK **20070430** AS INSTRUMENT NO. **0006328** OF OFFICIAL RECORDS.

DATED: **APRIL 25, 2007.**  
TRUSTOR: **MEGAN R. SULLIBAN.**  
TRUSTEE: **PRLAP, INC.**  
BENEFICIARY: **BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION.**

2. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **APRIL 08, 2010** IN BOOK **20100408** AS INSTRUMENT NO. **0004587** OF OFFICIAL RECORDS.

ASSOCIATION: **HIGH NOON AT ARLINGTON RANCH.**  
AMOUNT: **\$504.00, AND ANY OTHER AMOUNTS DUE THEREUNDER.**

3. A NOTICE OF HOMEOWNERS ASSOCIATION ASSESSMENT LIEN RECORDED **MAY 18, 2010** IN BOOK **20100518** AS INSTRUMENT NO. **0002841** OF OFFICIAL RECORDS.

ASSOCIATION: **ARLINGTON RANCH NORTH MASTER.**  
AMOUNT: **\$1,049.98, AND ANY OTHER AMOUNTS DUE THEREUNDER.**

**E. OFFICIAL RECORDS OF THE COUNTY SHOWS THE GENERAL INDEX MATTERS AGAINST THE PURPORTED OWNERS AS FOLLOWS:**

**NONE**

**LIMITATION OF LIABILITY**

RECIPIENT RECOGNIZES THAT IT IS DIFFICULT TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ANY ERROR OR OMISSION IN THIS REPORT. RECIPIENT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL DAMAGES OR LIABILITIES ARISING FROM ANY SUCH ERROR OR OMISSION. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT THE COMPANY'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH. IN NO EVENT SHALL SUCH LIABILITY EXCEED THE FEE AMOUNT CHARGED FOR THIS REPORT.

**ORDER NO: 4462775**  
**REFERENCE NO: 22321**  
**FILE NO: CLARK**  
**TITLE OFFICER: AUGIE JIMENEZ**

F. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

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 I, 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.

176-20-714-331

\*\*\*\*\*

ORDER NO: 4462775  
REFERENCE NO: 22321  
FILE NO: CLARK  
TITLE OFFICER: AUGIE JIMENEZ

**EXHIBIT "A"**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK, CITY OF LAS VEGAS, AND DESCRIBED AS FOLLOWS:

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176-20-714-331

\*\*\*\*\*

# 22321

**Transpacific Management Service**  
**15661 Red Hill Ave #202**  
**Tustin, CA 92780**  
**(714) 285-2626**

May 21, 2010

**Alessi & Koenig**  
**Attn: David Alessi**  
9500 W Flamingo Rd #100  
Las Vegas, NV 89147

**RE: High Noon @ Arlington Ranch**

**Account # 505417**

**The Board of Directors has authorized assigning the following account to your office for Collection**

**Name: Megan R Sullivan**

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

**Additional Address: Same**

**Enclosed is the following:**

- ☒ Account Detail
- ☒ Pre lien Letter
- ☒ Lien
- ☒ Copy of MDAR
- ☐ Copy of Abstract of Judgment

Please send monthly status reports to: **barbara.arnold@transpacinc.com**

Karen Pando (ext 247)  
Delinquency Control Department



## The Management Trust

### High Noon @ Arlington Ranch HOA

5575 S Durango Ave #106

Las Vegas, NV 89113

Ms Megan R Sullivan  
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**

5/21/2010



## 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	TMS1015082.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	Prelim
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**

5/21/2010



# 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-Definquency	4/30/2010	2.02	584.02	
Assessment	5/1/2010	58.00	642.02	Assessment

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	642.02
70.02	253.00	68.00	251.00		

10.00  
4.00  

---

656.02

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**

5/21/2010



229

High Noon @ Arlington Ranch HOA  
The Management Trust Las Vegas  
5575 S Durango Ave #106  
Las Vegas, NV 89113

November 13, 2009

**Mailed Certified & First Class**

Ms Megan R Sullivan  
8787 Tom Noon Ave #101  
Las Vegas, NV 89178

RE: High Noon @ Arlington Ranch HOA  
8787 Tom Noon Ave #101  
Las Vegas, NV 89178

Intent to Lien Letter  
Account # 505417

Dear Property Owner:

Please consider this letter as formal notice that as of October 30, 2009 our records indicate an outstanding balance on your homeowner assessment account for the following amounts:

Assessment	116.00
Collection Costs	125.00
Late Fee	30.00
	<u>271.00</u>

Unless the above amount is received in our office within 30 days of the date of this letter, as allowed by the CC&Rs and the Nevada Revised Statutes, a lien can be placed on the property for any outstanding assessments and/or fines levied against the unit. Furthermore, should the account remain unpaid, the Association may proceed with foreclosure of the property and/or suit against the individual owner(s) in which additional penalties, trustees fees, legal fees, costs and expenses may be charged and incurred.

Any requests for a payment plan must be submitted in writing to be reviewed and approved by the Board of Directors of the Association. Once approved, failure to meet the terms shall give the Association the right to immediately continue with the collection process.

An owner has the right to review the Association's records to verify the debt. An owner will not be liable for charges, interest and cost of collection if it is established that the assessment was properly paid on time.

High Noon @ Arlington Ranch HOA  
Account # 505417  
Page 2

Your attention to this matter is necessary. Please use the enclosed pink envelope to expedite the processing of your payment, or mail the payment to the following address:

High Noon @ Arlington Ranch HOA  
c/o The Management Trust  
15661 Red Hill Ave, Suite 202  
Tustin, CA 92780

Please feel free to contact the Delinquency Control Department at (800) 672-7800 Extensions 241, 242 or 247 should you have any questions or concerns. We will be more than happy to assist you.

Respectfully,  
THE MANAGEMENT TRUST  
By direction of the Board of Directors  
High Noon @ Arlington Ranch HOA

cc: Board of Directors

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only - No Insurance Coverage Provided)  
For more information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

To: High Noon @ Arlington Ranch 505417  
Ms Megan R Sullivan  
8787 Tom Noon Ave #101  
Las Vegas, NV 89178

Sent \_\_\_\_\_  
Street or PO \_\_\_\_\_  
City \_\_\_\_\_

PS Form 3800, April 2007

7730 2732 6332 0002 0000 0000 0000 0000

APN: 176-20-714-331  
Recording requested by and mail to:

505417  
C/O THE MANAGEMENT TRUST  
15661 Red Hill Ave #201  
Tustin CA 92780-7300

Inst #: 201004080004587  
Fees: \$14.00  
N/C Fee: \$25.00  
04/08/2010 04:28:28 PM  
Receipt #: 304668  
Requestor:  
TRANSPACIFIC MANAGEMENT  
SER  
Recorded By: BRT Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DELINQUENT ASSESSMENT**

NOTICE IS HEREBY GIVEN THAT High Noon At Arlington Ranch Homeowners Association, in accordance with Civil Code and the Declaration of Covenants, Conditions and Restrictions (CCR's) recorded on March 25, 2004, as Instrument # 20040325-00427, Book , Pages, of the Official Records of Clark County, Nevada, hereby claims a lien for the following amount, on the real property, described as: Unit 101, Bldg 111 of the Plat of High Noon at Arlington Ranch, Sierra Madre at Mountain Pass, a Common Interest Community, as shown by Map thereof on file in Book 115 of Plats, Page 21, in the office of the County Recorder of Clark County, Nevada, and purportedly known as:

**8787 Tom Noon Ave #101, Las Vegas NV 89178**

The amount of the Lien imposed upon said property for the delinquent assessments and other sums imposed in accordance with and authorized in the CCR's, such as interest and costs, including attorney's fees, as of April 5, 2010, is the sum shown below plus other assessments and charges which may hereafter become due:

1. Assessments:	\$144.00
2. Late/Interest Charges:	\$50.00
3.	
4. Collection Fees	\$310.00

Total: \$504.00 - Five Hundred Four and No/100 Dollars

The reputed owner(s) of the real property upon which this Assessment shall constitute a Lien is:

**Megan R. Sullivan**

Whose last known address is: **8787 Tom Noon Ave #101, Las Vegas NV 89178**

**NOTICE IF FURTHER GIVEN THAT**

Alessi & Koenig, LLC  
9500 W. Flamingo Rd, Suite 100  
Las Vegas, NV 89147

is the duly authorized trustee to enforce said lien.

Dated: April 5, 2010 High Noon At Arlington Ranch Homeowners Association

State of Nevada)  
County of Clark)

  
Barbara Arnold, Agent

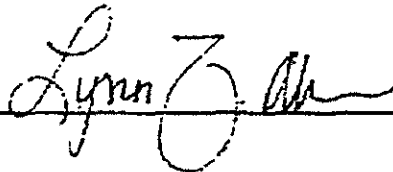
STATE OF California)  
County of Orange)

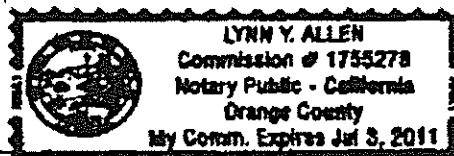
On April 5, 2010 before me, Lynn Y. Allen, Notary Public, personally appeared Barbara Arnold, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal

Signature





(Seal)

Balance  
\$271.00  
329.00  
329.00  
193.00  
251.00  
377.00  
572.00  
642.02  
642.02

**MAJOR DELINQUENCY ACTION REPORT**Page 1

Account: 505417

Atty: Alessi

Name: Ms Megan R Sullivan  
8787 Tom Noon Ave #101  
Las Vegas, NV 89178

Mailing Address: Same

<b>Date</b>	<b>Action Code</b>	<b>Comments</b>	<b>Balance</b>
10/30/2009	51	Payment in full due by 12/14/09. Prelien package mailed Certified and First Class to HO.	\$271.00
11/14/2009	51/66	Lien action will commence after 12/14/09.	329.00
11/17/2009	51/59	Lender NOD filed 5/6/09. The Trustees Sale is held within 120 days. The recorded Trustees Deed will be available within 160 days. Next scheduled lender action is 12/6/09.	329.00
12/16/2009	51/66	Received HO Ck #1265 for \$204.00 with letter requesting prelien fee be reversed. Letter to manager for Board action.	193.00
2/7/2010	51/66	Board denied HO request to waive \$125.00 prelien fee. Manager sent letter to HO.	251.00
4/3/2010	51/66	Commencing lien action.	377.00
4/20/2010	52	Lien recorded 04/08/10. Doc#201004080004587. Mailed Certified & First Class to HO.	572.00
5/11/2010	52	Assigning to Atty Alessi after 5/15/10.	642.02
5/21/2010	54	Assigned to Atty Alessi for collections.	642.02

**MAJOR ACTION CODES**

51 Pre-Lien Letter  
52 Lien  
53 Preforeclosure  
54 Atty Assignment

55 Atty Preforeclosure  
56 Notice of Default  
57 Personal Judgment  
58 Small Claims

59 Lender Foreclosure  
60 BK-Chapter 7  
61 BK-Chapter 11/13  
62 Prior Owner Balance

63 Lien Release  
64 In Escrow  
65 Write Off  
66 Spec Circum



Bankruptcy Party Search  
Wed Jun 16 12:58:24 2010  
No Records Found

User: rk0456  
Client:  
Search: Bankruptcy Party Search Name SULLIBAN, MEGAN All Courts Page: 1  
No records found

Receipt 06/16/2010 12:58:24 2865123	
User rk0456	
Client	
Description Bankruptcy Party Search	
Name SULLIBAN, MEGAN All Courts Page: 1	
Pages 1 (\$0.08)	

260

20070430-0006328

APN: 176-20-714-331

Fee: \$39.00  
N/C Fee: \$25.00  
04/30/2007 15:46:29  
T20070073480

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

Requestor:  
EQUITY TITLE OF NEVADA  
Debbie Conway LEX  
Clark County Recorder Pgs: 26

11

Deed of Trust  
(Title of Document)

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

X 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 [redacted] person as required by law:  
(law).

Signature Kathy DeChler

4/27/07  
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.

Assessor's Parcel Number: 176-20-714-

331

Return To: FL9-700-01-01  
JACKSONVILLE POST CLOSING  
9000 SOUTHSIDE BLVD.  
BLDG 700, FILE RECEIPT DEPT.  
JACKSONVILLE, FL 32256  
Prepared By: JOHN TSAI  
BANK OF AMERICA, N.A.  
275 S. VALENCIA AVE. 1ST FLOOR  
BREA, CA 92823-6340

Recording Requested By:  
EQUITY TITLE OF NEVADA  
7360 WEST FLAMINGO ROAD  
LAS VEGAS, NV

07130510

[Space Above This Line For Recording Data]

LOAN #  5097

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 25, 2007, together with all Riders to this document.

(B) "Borrower" is MEGAN R. SULLIBAN

Borrower is the trustor under this Security Instrument.

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

VMP-6(NV) (0307)

Page 1 of 15

Initials: 

VMP Mortgage Solutions (800)521-7291

CVNV 04/26/07 11:38 AM  5097



(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION  
organized and existing under the laws of THE UNITED STATES OF AMERICA  
Lender's address is 275 S. VALENCIA AVE. 1ST FLOOR, BREA, CA 928236340

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is PRLAP, INC.

(E) "Note" means the promissory note signed by Borrower and dated APRIL 25, 2007  
The Note states that Borrower owes Lender TWO HUNDRED FIFTEEN THOUSAND AND 00/100  
Dollars

(U.S. \$ 215,000.00 ) plus interest. Borrower has promised to pay this debt in regular  
Periodic Payments and to pay the debt in full not later than MAY 01, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights  
in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late  
charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The  
following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable  
final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments  
and other charges that are imposed on Borrower or the Property by a condominium association,  
homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated  
by check, draft, or similar paper instrument, which is initiated through an electronic terminal,  
telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial  
institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale  
transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and  
automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or  
proceeds paid by any third party (other than insurance proceeds paid under the coverages described  
in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of  
all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations  
of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or  
default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest  
under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.)  
and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended  
from time to time, or any additional or successor legislation or regulation that governs the same  
subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and  
restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does  
not qualify as a "federally related mortgage loan" under RESPA.

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ COUNTY of CLARK \_\_\_\_\_ :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 176-20-714-331  
8787 TOM NOON AVENUE #101  
LAS VEGAS  
("Property Address"):

which currently has the address of  
[Street]  
[City], Nevada 89178 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be

6(NV) (0307)

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Initials: du

Form 3029 1/01

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made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require.

Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible

levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and

settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the

Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Initials: ML



**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or

entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 1% UPB, MIN \$400, MAX \$900

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
MEGAN R. SULLIVAN (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

STATE OF NEVADA  
COUNTY OF

*Clark*

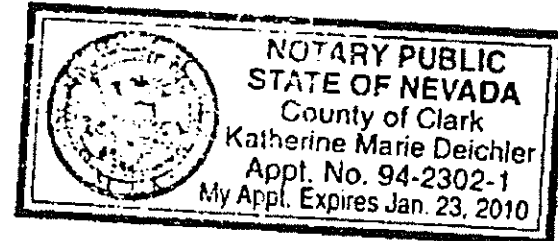
This instrument was acknowledged before me on  
by

*04/27/07*

*Megan R. Sullivan*

*Katherine Marie Deichler*

Mail Tax Statements To: MEGAN R. SULLIBAN  
8787 TOM NOON AVENUE #101  
LAS VEGAS, NV 89178



*(one)*

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 I, 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.

LOAN #  5097

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 8787 TOM NOON AVENUE #101, LAS VEGAS, NV 89178

(Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 5.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the FIRST day of MAY, 2017, and on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:

MULTISTATE ADJUSTABLE RATE RIDER - Single Family MGNR 04/26/07 11:38 AM  5097

Page 1 of 6

BS899R (0402)

VMP Mortgage Solutions, Inc. (800)521-7291

THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points ( 2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the ☐ Nearest ☒ Next Highest ☐ Next Lowest ONE-EIGHTH OF ONE PERCENTAGE POINT ( 0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

☒ **Interest-Only Period**

The "Interest-only Period" is the period from the date of this Note through MAY 01 , 2017 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



**(D) Limits on Interest Rate Changes**

**( Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes .)**

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☐ (2) The interest rate I am required to pay at the first Change Date will not be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.
- ☐ (3) My interest rate will never be increased or decreased on any single Change Date by more than \_\_\_\_\_ percentage points ( \_\_\_\_\_ %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 10.750 \_\_\_\_\_ %, which is called the "Maximum Rate."
- ☐ (5) My interest rate will never be less than \_\_\_\_\_ %, which is called the "Minimum Rate."
- ☐ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 10.750 \_\_\_\_\_ % or less than 2.250 \_\_\_\_\_. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points ( 2.000 \_\_\_\_\_ %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

(1) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B(2) BELOW SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of the title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

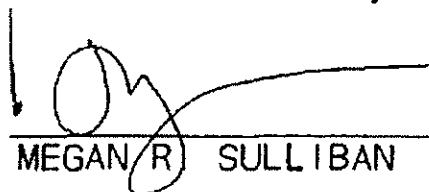
(2) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL READ AS FOLLOWS:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. AS USED IN THIS SECTION 18, "INTEREST IN THE PROPERTY" MEANS ANY LEGAL OR BENEFICIAL INTEREST IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE BENEFICIAL INTERESTS TRANSFERRED IN A BOND FOR DEED, CONTRACT FOR DEED, INSTALLMENT SALES CONTRACT OR ESCROW AGREEMENT, THE INTENT OF WHICH IS THE TRANSFER OF TITLE BY BORROWER AT A FUTURE DATE TO A PURCHASER.

IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN THE PROPERTY IS SOLD OR TRANSFERRED (OR IF BORROWER IS NOT A NATURAL PERSON AND A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. HOWEVER, THIS OPTION SHALL NOT BE EXERCISED BY LENDER IF EXERCISE IS PROHIBITED BY APPLICABLE LAW.

IF LENDER EXERCISES THIS OPTION, LENDER SHALL GIVE BORROWER NOTICE OF ACCELERATION. THE NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 15 WITHIN WHICH BORROWER MUST PAY ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. IF BORROWER FAILS TO PAY THESE SUMS PRIOR TO THE EXPIRATION OF THIS PERIOD, LENDER MAY INVOKE ANY REMEDIES PERMITTED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER NOTICE OR DEMAND ON BORROWER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
MEGAN R SULLIBAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

LOAN # 5097

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

BANK OF AMERICA, N.A.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

8787 TOM NOON AVENUE #101, LAS VEGAS, NV 89178

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

\*\*\* COVENANTS, CONDITIONS, AND RESTRICTIONS \*\*\*

(the "Declaration"). The Property is a part of a planned unit development known as

HIGH NOON AT ARLINGTON RANCH

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**MULTISTATE PUD RIDER - Single Family**

Page 1 of 3

M07P 04/26/07 11:38 AM 5097

BS7R (0411)

VMP Mortgage Solutions, Inc. (800)521-7291

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

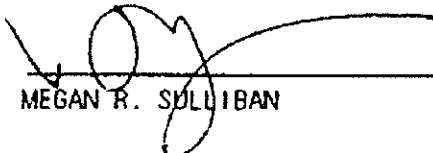
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
\_\_\_\_\_  
MEGAN R. SULLIVAN (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

When recorded mail to:

**THE ALESSI & KOENIG, LLC**  
**9500 West Flamingo Rd., Ste 100**  
**Las Vegas, Nevada 89147**  
**Phone: 702-222-4033**

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

Trustee Sale No. 22321-8787-101

**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 **\$1,698.02** as of **June 28, 2010** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **High Noon @ Arlington Ranch Homeowner's Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **April 8, 2010** as document number **4587**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **MEGAN SULLIBAN**, of **UNIT 101 BLDG 111**, as per map recorded in Book **115**, Pages **21**, as shown on the Condominium Plan, Recorded on as document number as shown on the Subdivision map recorded in 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 The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **April 8, 2010**, executed by **High Noon @ 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: **June 28, 2010**

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Miro Jeftic, Alessi & Koenig, LLC on behalf of **High Noon @ Arlington Ranch Homeowner's Association**



Inst #: 201007010000205  
Fees: \$14.00  
N/C Fee: \$0.00  
07/01/2010 08:33:21 AM  
Receipt #: 409704  
Requestor:  
JUNES LEGAL SERVICES  
Recorded By: DXI Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded mail to:

**THE ALESSI & KOENIG, LLC**  
9500 West Flamingo Rd., Ste 100  
Las Vegas, Nevada 89147  
Phone: 702-222-4033

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

Trustee Sale No. 22321-8787-101

**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 **\$1,698.02** as of **June 28, 2010** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **High Noon @ Arlington Ranch Homeowner's Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

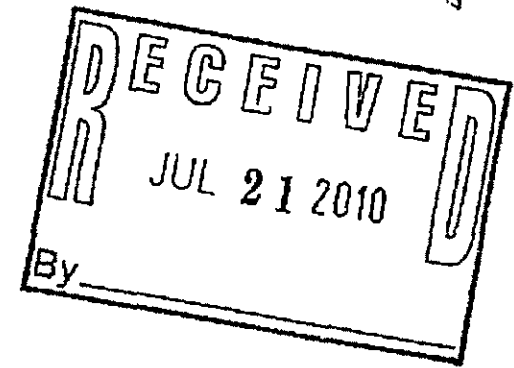
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Dated: **June 28, 2010**



Miro Jetic, Alessi & Koenig, LLC on behalf of **High Noon @ Arlington Ranch Homeowner's Association**

July 20, 2010



Alessi & Koenig, LLC  
9500 West Flamingo Rd., Ste 100  
Las Vegas, NV 89147

Dear Alessi & Koenig, LLC,

- This letter is in follow-up to my phone calls on Tues 7/13/10 and Thursday 7/15/10. On 7/13/10 I left a message on a general voicemail. On 7/15/10 I was advised that Miro was in charge of my case and I left a voice mail for him. As of today, I have not heard back from anyone at your company in regards to my case and so I am putting my request in writing.

I would like specific information detailing the High Noon @ Arlington Ranch HOA amounts owed, dates amounts are past due, late fees, etc, related to my account.

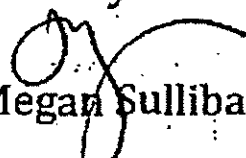
I paid Nevada Association Services \$685 in June and this should have brought me up to date with the HOA company. Yet, I received a notice from NAS dated June 28, 2010 advising me that I still owed money. I called NAS on 7/6/10 and was informed that they had received the \$685.00 payment in June and that they would put foreclosure/lien proceedings on hold until 7/15/10, and send me an updated statement of account. The very next letter I received was from your company, dated 6/28/10.

I do want to resolve this issue as soon as possible. I want to be paid in full so that we can start fresh. I am just unclear what the amount owed is and why.

I would like to set up a time to review the paperwork, amounts owed, dates amounts are past due, late fees, etc, related to my account.

Please call me as soon as possible.

Thank you very much for your attention to this matter.

  
Megan Sullivan

**Megan Sullivan**  
**8787 Tom Noon Ave #101**  
**Las Vegas, NV 89178**  
**(702) 321-7423**  
**mroselanis@yahoo.com**



## 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**

7/30/2010



## 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	TMS1015082.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	Prelim
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**

7/30/2010



## 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
Assessment	8/1/2010	58.00	840.01	Assessment

---

Current	30 - 59 Days	60 - 89 Days	>90 Days	Balance:	840.01
116.00	69.39	12.60	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**

7/30/2010

DAVID ALESSI\*  
THOMAS BAYARD \*  
ROBERT KOENIG\*\*  
RYAN KERBOW\*\*\*\*

\* Admitted to the California Bar  
\*\* Admitted to the California, Nevada  
and Colorado Bars  
\*\*\* Admitted to the Nevada Bar  
\*\*\*\* Admitted to the Nevada and California Bar



*A Multi-Jurisdictional Law Firm*

9500 W. Flamingo Road, Suite 100  
Las Vegas, Nevada 89147  
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ADDITIONAL OFFICES IN

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-843-6590

Nevada Licensed Qualified Collection  
Manager

AMANDA LOWER

**FACSIMILE COVER LETTER**

<b>To:</b>	MEGAN SULLIBAN	<b>Re:</b>	8787 TOM NOON AVE #101/HO #22321
<b>From:</b>	Aileen Ruiz	<b>Date:</b>	Friday, July 30, 2010
<b>Fax No.:</b>		<b>Pages:</b>	1, including cover
		<b>HO #:</b>	22321

Dear MEGAN:

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 August, 30, 2010 is \$1,762.01. The breakdown of fees, interest and costs is as follows:

Notice of Default	\$400.00
<b>Total</b>	<b>\$400.00</b>
<b>1. Attorney and/or Trustees fees:</b>	<b>\$400.00</b>
<b>2. Costs (Notary, Recording, Copies, Mailings, Publication and Posting)</b>	<b>\$150.00</b>
<b>3. Assessments Through August 30, 2010</b>	<b>\$840.01</b>
<b>4. Late Fees Through July 30, 2010</b>	<b>\$10.00</b>
<b>5. Fines Through July 30, 2010</b>	<b>\$0.00</b>
<b>6. Interest Through July 30, 2010</b>	<b>\$2.00</b>
<b>7. RPIR-GI Report</b>	<b>\$85.00</b>
<b>8. Title Research (10-Day Mailings per NRS 116.31163)</b>	<b>\$275.00</b>
<b>9. Management Document Processing &amp; Transfer Fee</b>	<b>\$0.00</b>
<b>10. Progress Payments:</b>	<b>\$0.00</b>
<b>Sub-Total:</b>	<b>\$1,762.01</b>
<b>Less Payments Received:</b>	<b>\$0.00</b>
<b>Total Amount Due:</b>	<b>\$1,762.01</b>

Please have a check in the amount of \$1,762.01 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.



**Las Vegas Office**  
 9500 W. Flamingo Road Suite 100  
 Las Vegas, NV 89147  
 Phone (702) 222-4033  
 Fax (702) 254-9044

**California Office**  
 28914 Roadside Drive Suite F-4  
 Agoura Hills, California 91301  
 Telephone: (818) 735-9600  
 Facsimile: (818) 735-0096

**Additional Offices**  
 RENO NV  
 PHONE: 775-626-2323  
 &  
 DIAMOND BAR CA  
 PHONE: 909-843-6590

### Payment Plan Detail

Owner Name: MEGAN SULLIBAN  
 Prepared By: Aileen Ruiz

Unit Address: 8787 TOM NOON AVE #101  
 HOA: High Noon @ Arlington Ranch Homeowner's A

Date Prepared: 8/5/2010  
 HO #: 22321

#### Monthly Charges

#### Payoff Amounts

Payment Month	Payment Due Date	Assess-ments	+ Late Fees	+ Interest	+ Admin Fees	= Monthly HOA Charges	Assess. Acct	+ Compliance Acct	+ Collection Fees	= Monthly Past Due Amounts	Total Monthly Payment	Running Balance
Aug 2010	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,762.01
Sep 2010	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,615.18
Oct 2010	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,468.35
Nov 2010	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,321.52
Dec 2010	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,174.69
Jan 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$1,027.86
Feb 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$881.03
Mar 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$734.20
Apr 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$587.37
May 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$440.54
Jun 2011	25th	\$58.00	\$0.00	\$3.85	\$25.00	\$86.85	\$71.00	\$0.00	\$75.83	\$146.83	\$233.68	\$293.71
Jul 2011	25th	\$58.00	\$0.00	\$3.84	\$25.00	\$86.85	\$71.00	\$0.00	\$75.88	\$146.88	\$233.73	\$146.88
												\$0.00

#### Dates

1st Month of Plan  
 Payment Due Date  
 Payment Default Date

August  
 25th  
 30th

#### Monthly Charges

Administrative Fees  
 Monthly Assessment Amount  
 Late Fees

\$25.00  
 \$58.00  
 \$0.00

#### Amounts Owed As Of 08/05/10

Total Assessment Account  
 Total Compliance Account  
 Total Interest Fees  
 Total Collection Fees

\$852.00  
 \$0.00  
 \$46.19  
 \$910.01

NOTE: All figures contained in this document are true and accurate as of the day it was prepared. Assessments are subject to change if a new budget is approved by the Board and ratified by the Owners. Compliance Account balances reflect only that which is past due as of the date of this document. Any continuing or additional fines accrued are the responsibility of the Owner referenced above outside of this payment plan and should be handled through the Association Offices.



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**Additional Offices**  
 RENO NV  
 PHONE: 775-626-2323  
 &  
 DIAMOND BAR CA  
 PHONE: 909-843-6590

### Payment Plan Detail

Owner Name: MEGAN SULLIBAN  
 Prepared By: Alleen Ruiz

Unit Address: 8787 TOM NOON AVE #101  
 HOA: High Noon @ Arlington Ranch Homeowner's A

Date Prepared: 8/16/2010  
 HO #: 22321

#### Monthly Charges

#### Payoff Amounts

Payment Month	Payment Due Date	Assess-ments	+ Late Fees	+ Interest	+ Admin Fees	= Monthly HOA Charges	Assess. Acct	+ Compliance Acct	+ Collection Fees	= Monthly Past Due Amounts	Total Monthly Payment	Running Balance
Aug 2010	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,762.01
Sep 2010	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,615.18
Oct 2010	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,468.35
Nov 2010	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,321.52
Dec 2010	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,174.69
Jan 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$1,027.86
Feb 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$881.03
Mar 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$734.20
Apr 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$587.37
May 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$440.54
Jun 2011	25th	\$58.00	\$0.00	\$0.00	\$25.00	\$83.00	\$71.00	\$0.00	\$75.83	\$146.83	\$229.83	\$293.71
Jul 2011	25th	\$58.00	\$0.00	(\$0.01)	\$25.00	\$83.00	\$71.00	\$0.00	\$75.88	\$146.88	\$229.88	\$146.88
												\$0.00

#### Dates

1st Month of Plan  
 Payment Due Date  
 Payment Default Date

August  
 25th  
 30th

#### Monthly Charges

Administrative Fees  
 Monthly Assessment Amount  
 Late Fees

\$25.00  
 \$58.00  
 \$0.00

#### Amounts Owed As Of 08/16/10

Total Assessment Account  
 Total Compliance Account  
 Total Interest Fees  
 Total Collection Fees

\$852.01  
 \$0.00  
 \$0.00  
 \$910.00

NOTE: All figures contained in this document are true and accurate as of the day it was prepared. Assessments are subject to change if a new budget is approved by the Board and ratified by the Owners. Compliance Account balances reflect only that which is past due as of the date of this document. Any continuing or additional fines accrued are the responsibility of the Owner referenced above outside of this payment plan and should be handled through the Association Offices.





## 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



## 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	TMS1015082.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	Prelim
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



## 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
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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

DAVID ALESSI\*  
THOMAS BAYARD \*  
ROBERT KOENIG\*\*  
RYAN KERBOW\*\*\*

\* Admitted to the California Bar  
\*\* Admitted to the California, Nevada  
and Colorado Bars  
\*\*\* Admitted to the Nevada and California Bar



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ADDITIONAL OFFICES IN

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RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-861-8300

***FACSIMILE COVER LETTER***

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

Dear Alex Bhame:

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

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.

MEGAN R. SULLIBAN  
8787 TOM NOON AVE. NO. 101  
LAS VEGAS, NV 89178

1296

8/25/10

94-72/1224 NV  
60255

Date

Pay to the  
Order of

Alexis + Koenig

\$ 229.83

two hundred twenty-nine and

83/100  
Dollars

Bank of America

ACH R/T 122400724



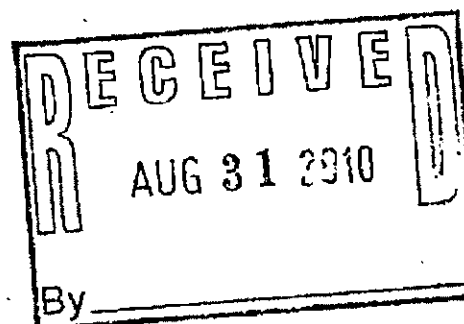
Bank of America Advantage®

For

# 22321



ISLAND BREEZES



22321

DAVID ALESSI\*  
THOMAS BAYARD\*  
ROBERT KOENIG\*\*  
RYAN KERBOW\*\*\*

\* Admitted to the California Bar  
\*\* Admitted to the California, Nevada  
and Colorado Bar  
\*\*\* Admitted to the California and Nevada Bar



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RENO NV  
PHONE: 775-626-2323  
&  
DIAMOND BAR CA  
PHONE: 909-843-6590

Nevada Licensed Qualified Collection Manager  
AMANDA LOWER

September 8, 2010

Miles, Bauer, Bergstrom & Winters  
2200 Paseo Verde Parkway, Suite 250  
Henderson, NV 89052

Re: Rejection of Partial Payments

Gentlepersons,

This letter will serve to inform you that we are unable to accept the partial payments offered by your clients as payment in full. While we understand how you read NRS 116.3116 as providing a super priority lien only with respect to 9 months of assessments, case authority exists which provides that the association's lien also includes the reasonable cost of collection of those assessments. (see *Korbel Family Trust v. Spring Mountain Ranch Master Association*, Case No. 06-A-523959-C.)

If the association were to accept your offer that only includes assessments, Alessi & Koenig would be left with a lien against the association for our substantial out-of-pocket expenses and fees generated. The association could end up having *lost* money in attempting to collect assessments from the delinquent homeowner.

If you would like to discuss these matters further, please do not hesitate to call.

Sincerely,

Ryan Kerbow, Esq.

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

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 #: 0680  
*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:

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct

10-H1530

Initials: TLC

Payee: Alessi & Koenig, LLC

Check #: 5084

Date: 9/22/2010 Amount: 522.00

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  
16-66/1220  
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

Check Void After 90 Days

Security features. Details on back.

OCWEN00573



(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.**

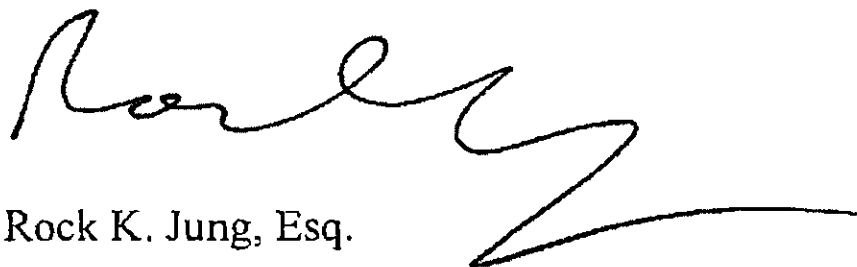
Based on Section 2(b), a portion of your HOA lien is arguably prior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that 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".

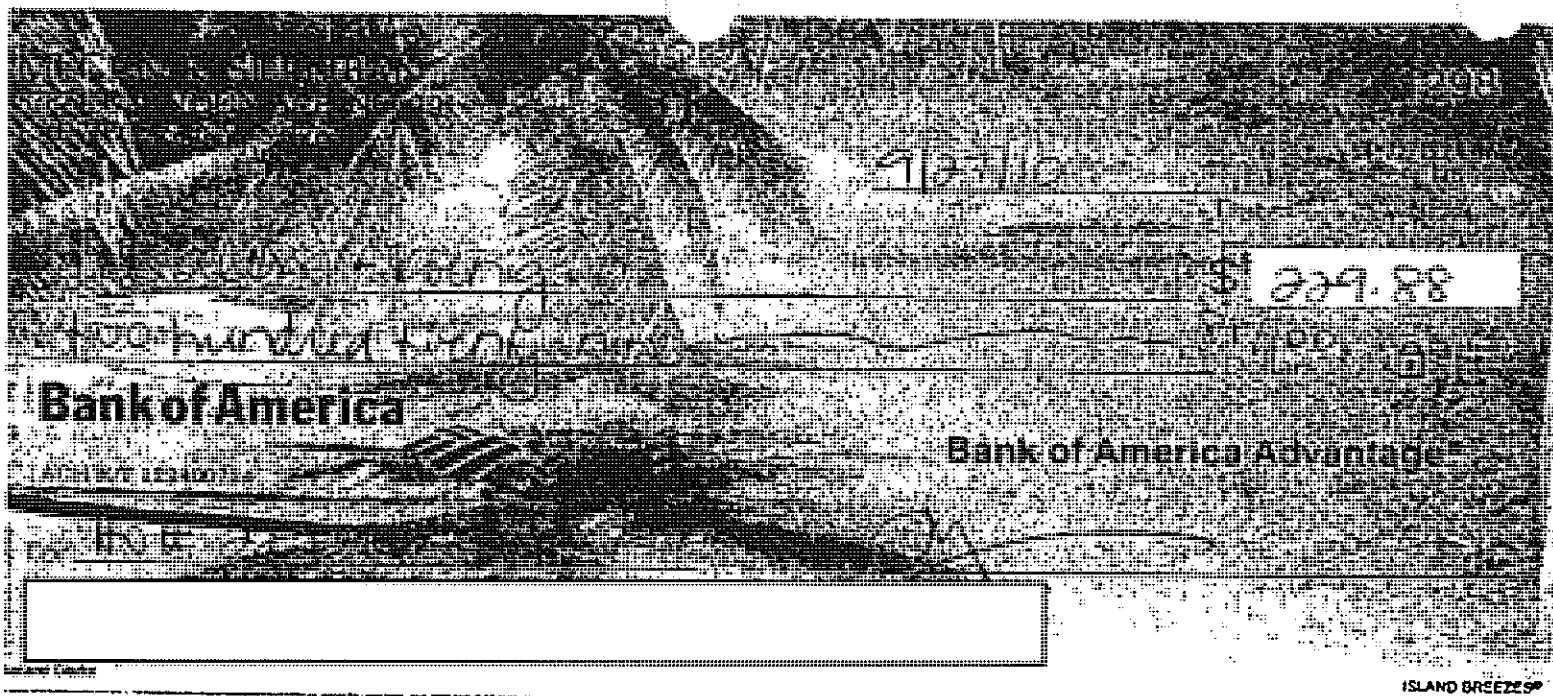
Thank you for your prompt attention to this matter. If you have any questions or concerns, I may be reached by phone directly at (702) 942-0412.

Sincerely,

*MILES, BAUER, BERGSTROM & WINTERS, LLP*



Rock K. Jung, Esq.



Alessi & Koenig, LLC  
9500 W Flamingo Rd Ste 100  
Las Vegas, NV 89147

Phone: 702-222-4033 Fax: 702-222-4043

DATE 09.27.10

RECEIVED  
FROM

Megan Sullivan

22321

\$229.88

xxx Two hundred twenty nine & 88/100

FOR 8787 Tom Noon Ave #101-High Nom

DOLLARS  
☐ CASH  
☒ CHECK  
☐ M.O.  
☐ CREDIT CARD

AMOUNT OF ACCOUNT

\$

Arlington Ranch

AMOUNT PAID

\$

229.88

Thank You!

BALANCE DUE

\$

BY

RECEIVED  
SEP 27 2010  
By

22321

10/25/10

\$ 229.88

Bank of America

Bank of America Advantage

For #0# 22321

Harland Clarke

ISLAND BREEZES

Alessi & Koenig, LLC  
9500 W Flamingo Rd Ste 100  
Las Vegas, NV 89147  
Phone: 702-222-4033 Fax: 702-222-4043

NO 3765

DATE 10/27/2010

RECEIVED FROM Megan Sullivan \$ 229.88

Two hundred twenty nine dollars and 88/100

FOR # 22321 8787 Tom Noon Ave #101

AMOUNT OF ACCOUNT \$

AMOUNT PAID \$

BALANCE DUE \$

BY *[Signature]*

Thank You!

DOLLARS  
☐ CASH  
☐ CHECK  
☐ M.O.  
☐ CREDIT CARD

DECEMBER

OCT 27 2010

By

22321

12/2/10

1802

100 hundred 229.88

**Bank of America**

ACH/BT 122400724

For NOV 22021

**Bank of America Advantage**

ISLAND BREEZE

**Alessi & Koenig, LLC**  
 9500 W Flamingo Rd Ste 100  
 Las Vegas, NV 89147  
 Phone: 702-222-4033 Fax: 702-222-4043

DATE 12.02.10 **3891**

RECEIVED FROM Megan Sullivan 20321 \$ 229.88

xxx Two hundred twenty nine & 88/100

FOR 8787 Tom Noon Arch 101 - High Noon @

AMOUNT OF ACCOUNT \$ Arington Ranch

AMOUNT PAID \$ 229.88

BALANCE DUE \$ Thank You!

BY [Signature]

DOLLARS  
☐ CASH  
☒ CHECK  
☐ M.O.  
☐ CREDIT CARD

DECEMBER  
 DEC 06 2010  
 22321  
 By

MEDIAN & SULLIVAN  
 287 TOM NOON AVE STE 100  
 LAS VEGAS, NV 89147  
 22321

Pay to the order of Alessi & Koenig \$ 229.88  
 Two hundred twenty nine and 88/100

**Bank of America**  
 ACH R/T 122400724  
 For HOH 22321

Bank of America Advantage®  
 ISLAND BREEZES®

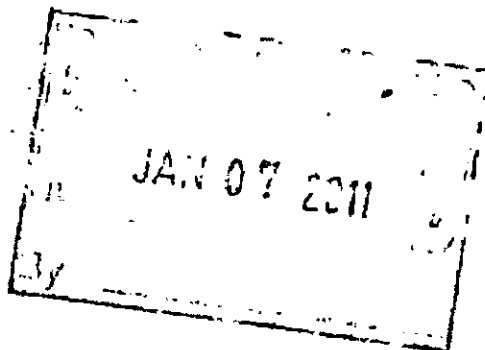
Alessi & Koenig, LLC  
 9500 W Flamingo Rd Ste 100  
 Las Vegas, NV 89147  
 Phone: 702-222-4033 Fax: 702-222-4043

RECEIVED FROM Dusan Sullivan 22321 DATE 01-07-11 \$ 229.88

xxx Two Hundred twenty-nine & 88/100  
 FOR 8787 Tom Noon Ave #101 - Hwy Noon @  
Arington Ranch  
Thank You!  
Ch 2

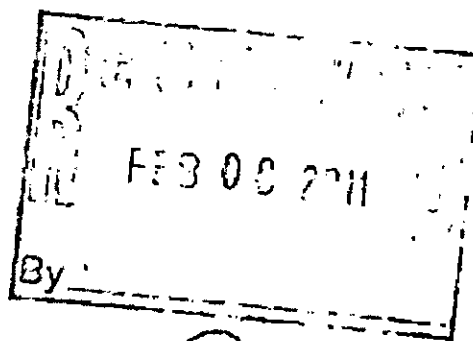
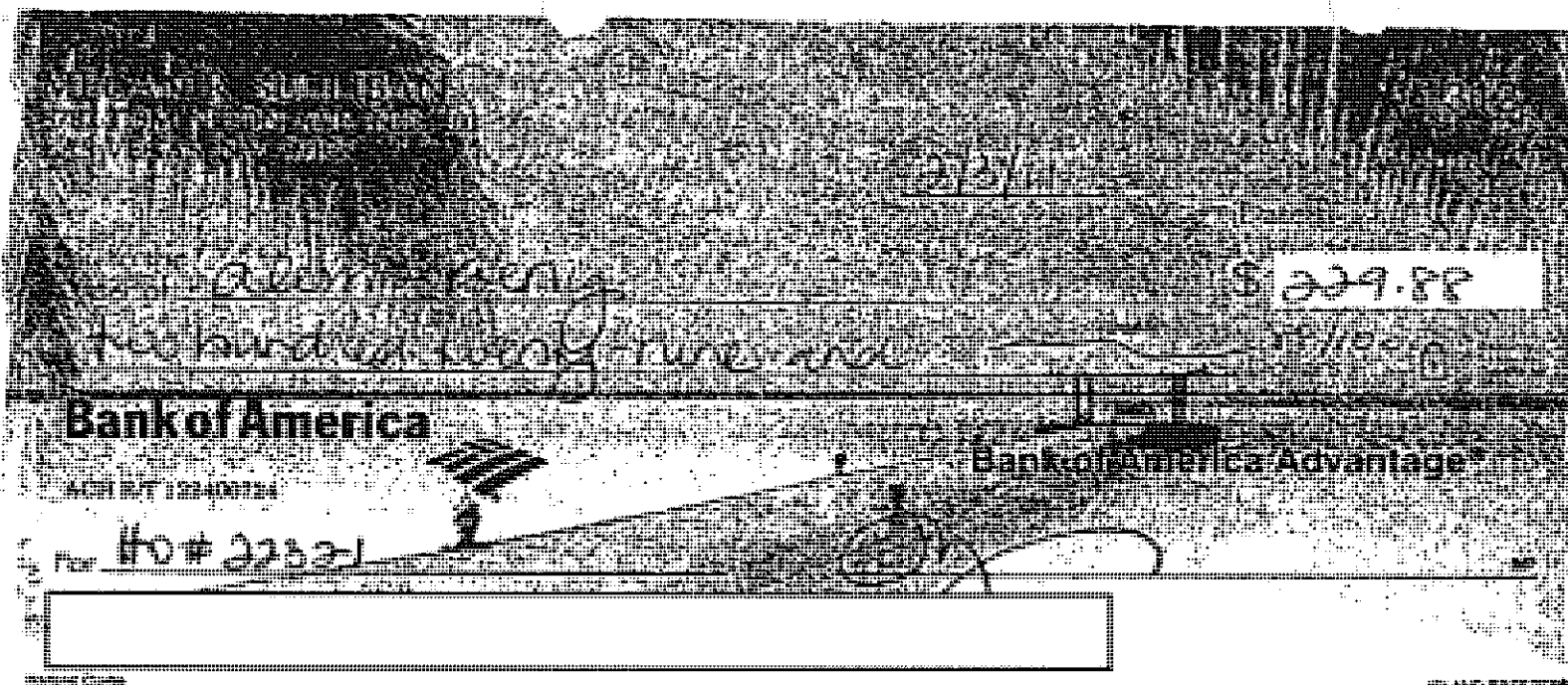
DOLLARS  
☐ CASH  
☒ CHECK  
☐ M.D.  
☐ CREDIT CARD

AMOUNT OF ACCOUNT \$  
 AMOUNT PAID \$ 229.88  
 BALANCE DUE \$ BY

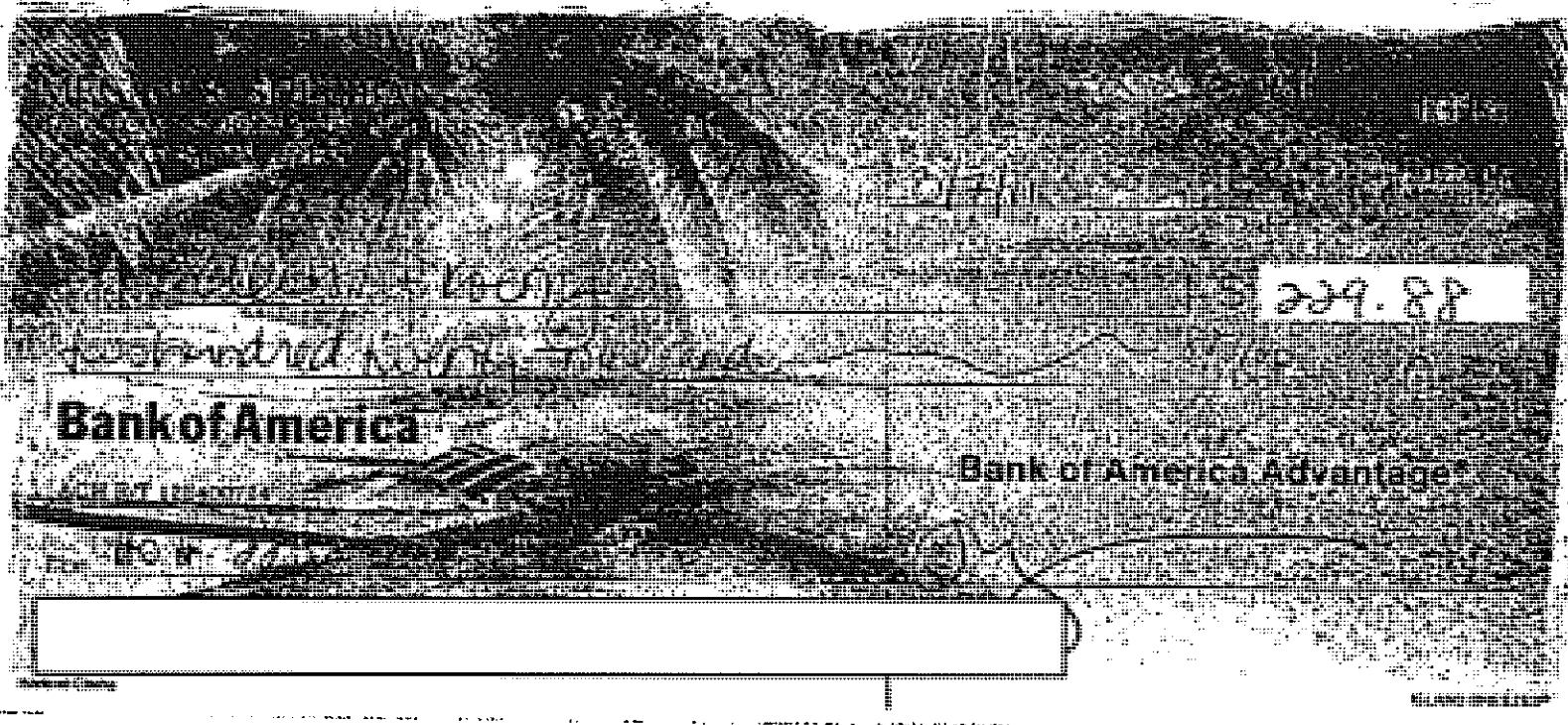


22321





22321



Alessi & Koenig, LLC  
9500 W Flamingo Rd Ste 100  
Las Vegas, NV 89147

Phone: 702-222-4033 Fax: 702-222-4043

DATE 03-08-11 4484

RECEIVED FROM Megan Sullivan 22321 \$ 229.88

xxx Two hundred twenty-nine & 88/100

FOR 8787 Tam Noon #101 - High Noon

DOLLARS  
☐ CASH  
☒ CHECK  
☐ M.O.  
☐ CREDIT CARD

AMOUNT OF ACCOUNT \$ Arlington Ranch

AMOUNT PAID \$ 229.88 Thank You!

BALANCE DUE \$ BY [Signature]

RECEIVED  
MAR 1 2011  
By

22321

MEGAN R. SULLIBAN  
8787 TOM NOON AVE. NO. 101  
LAS VEGAS, NV 89178

1323

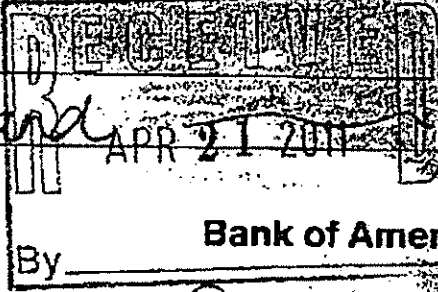
94-727/1224-NV  
80255

Pay to the  
Order of *Alexis + Koenig LLC*

**Bank of America**

ACH R/T 122400724

For *acct # 22321* *8787 Tom Noon*



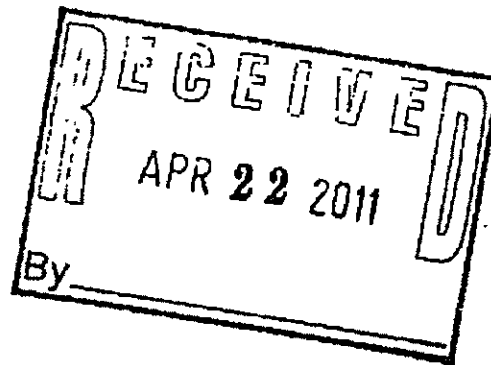
\$ 459.76

APR 21 2011

Bank of America Advantage

By

*[Signature]*



*12321*



For payments due:

March 26, 2011

+

April 26, 2011



*A Multi-Jurisdictional Law Firm*

9500 West Flamingo Road, Suite 205  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

AGOURA HILLS, CA  
PHONE: 818- 735-9600

RENO NV  
PHONE: 775-626-2323  
&

DIAMOND BAR CA  
PHONE: 909-843-6590

DAVID ALESSI\*

THOMAS BAYARD \*

ROBERT KOENIG\*\*

RYAN KERBOW\*\*\*\*

HUONG LAM\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada Bar

\*\*\*\* Admitted to the Nevada and California Bar

June 22, 2011

***Breach of Payment Plan***

MEGAN SULLIBAN  
8787 TOM NOON AVE #101  
LAS VEGAS, NV 89178

**Re: High Noon at Arlington Ranch Homeowner's Association/8787 TOM NOON AVE #101/HO  
#22321**

Dear MEGAN SULLIBAN:

On **8/25/2010** you entered into a payment plan agreement with this office. As of the date of this letter, you have failed to perform your obligation under the agreement to submit the total amount due. For that reason, your Homeowners Association has directed this office to initiate the foreclosure process on your property.

The total past due balance of **\$412.78** must be received by this office, in the form of a cashiers check or money order. Cash will not be accepted. Failure to submit payment will result in foreclosure of your property and additional legal costs.

Thank you for your consideration and cooperation in this matter.

Sincerely,

THE ALESSI & KOENIG, LLC

*Amanda Davis*

Legal Assistant  
Enclosure



MEGAN K. SULLIVAN  
874 104 100 S. MEADOWS DR.  
LAS VEGAS, NV 89123

Pay to the  
Order of Allen K. Koenig

four hundred fifty nine and  
26/100 Dollars

**Bank of America**

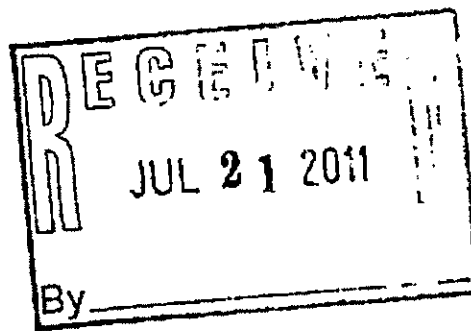
ACH R/T 122400724

For Acct # 22321 May 10

By [Signature]

**Bank of America Advantage**

ISLAND BREEZES®



22321

## EXHIBIT A.2

## EXHIBIT A.2

## EXHIBIT A.2

A-12-672790-C

DISTRICT COURT  
CLARK COUNTY, NEVADA

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Title to Property COURT MINUTES January 28, 2013

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A-12-672790-C      Stanford Burt, Plaintiff(s)  
vs.  
Sutter Creek Homeowners Association, Defendant(s)

---

January 28, 2013      3:00 AM      Minute Order Re: Decision on Plaintiff's Motion  
For Preliminary Injunction

HEARD BY: Becker, Nancy      COURTROOM: RJC Courtroom 14D

COURT CLERK: Susan Jovanovich

RECORDER: Kerry Esparza

REPORTER:

NO  
PARTIES  
PRESENT:

## JOURNAL ENTRIES

This matter came before the Court on January 14, 2013, on Plaintiff Burt's Motion For Preliminary Injunction and Defendant SBW Investments' Countermotion To Dismiss The Complaint. The Court granted a temporary restraining order on January 14, 2013, prohibiting SBW from evicting Burt pending the Court's decision on the motions. The Court has reviewed all the pleadings in this case, including all exhibits attached to the complaint, and the motions, as well as additional documents supplied to the Court during, or immediately, after the hearing, as requested by the Court. The following ruling is based on the information supplied in all of the pleadings and supplemental documents.

This matter involves a dispute between Burt and his homeowner's association, Sutter Creek over assessments and late fees. In 2009, Sutter Creek claimed that Burt was behind in his assessments, and began charging him late fees. Burt asserted that he had paid his assessments. Sutter Creek records indicate in the same time period, a member of the Association's Board was charged with embezzling Association funds and removed. The Association asked Burt to supply records of the payments he claimed were not properly credited. Meanwhile, Burt made his current monthly assessments payments. The records reflect the Association continued to charge late fees each month. It is unclear whether these were being imposed because the disputed amounts had not been paid, or because Burt

PRINT DATE: 01/28/2013

Page 1 of 5

Minutes Date: January 28, 2013

A-12-672790-C

was late each month in paying the current assessment.

The records reflect no action by Burt to supply the documentation by August of 2010. On August 2, 2010, Sutter Creek filed a lien against the property in the amount of \$1,080.00 pursuant to NRS 116.3116(1). The accounting records and the lien reflect that the amount included attorney fees and costs of collection. A Notice of Default was filed on February 23, 2011. The amount was now \$1,924.00, which again included attorney fees and costs of collection. Burt had 90 days to satisfy the lien or face foreclosure. On April 21, 2011, Burt supplied the Association with money orders (MO) and checks to support his claim that payments were not credited to his account. Although the notations on the Association records reflect they received the documents, there is no notation of what was done with them. No additional credits appear on Burt's account and there is no notation that the records were reviewed, and why the Association believed they did not support applying additional credits.

At some point Burt sought help from the Senior Citizens Law Project. A spreadsheet prepared by them allegedly indicates Burt was not properly credited with payments. This would affect the accrual of late charges, and whether Burt owed any assessments. The process or documents used to create the spreadsheet are not indicated in the pleadings.

The Association pursued foreclosure upon the lien and a Notice of Trustee's Sale was recorded on July 17, 2012. The sale was scheduled to occur on August 12, 2012. According to the documents supplied by Sutter Creek, Burt and the first deed of trust holder, Defendant Wells Fargo, were sent a copy of the Notice of Sale by certified mail on July 18, 2012. According to the Trustee's Deed Upon Sale, the property was sold on August 29, 2012 to Defendant SBW.

The central legal issues involved whether the lien was proper under NRS 116.3116(1). If the lien, and therefore the subsequent foreclosure notices which relied upon the lien, were improper, then Burt argues the foreclosure was invalid, and SBW should be enjoined from evicting him or selling the property pending this litigation. SBW asserts even if the lien was improper, Burt waited too long to assert his rights and the complaint should be dismissed pursuant to NRS 107.080(5). SBW also claims Burt failed to comply with NRS 38.310. The Court is not convinced that statute applies to the instant circumstances.

The Court will not recite the law relating to preliminary injunctions here, it is correctly cited by the parties and the Court has considered the relevant factors as noted in the pleadings. The Court has also considered the administrative opinions of the Commission for Common Interest Communities and Condominium Hotels (Adv. Op. 2010-01) and State Real Estate Division (Adv. Op. 13-01). While not binding upon a court, opinions issued by agencies charged with enforcing or interpreting a state statute can be given deference. Both agencies meet this standard. This Court finds the rationale of the Real Estate Division opinion the more persuasive and well-reasoned interpretation of NRS 116.3116(1) and the various statutes which related to the provision. The Court finds as follows:

1. NRS 116.3116(1) and NRS 116.3116(2) do not describe two separate association liens as asserted by

**A-12-672790-C**

Burt. There is only one lien procedure and only one lien. What can be included in that lien by an association is described in NRS 116.3116(1). The so-called 'super-priority lien' discussed in NRS 116.3116(2) is not a separate lien. Rather that section simply describes how much of the lien under NRS 116.3116(1) will have statutory super priority over other liens, trusts, etc. that were recorded before the associations lien.

2. The Court agrees with the Real Estate Division that the only fees, assessments, etc. which can be part of a lien under NRS 116.3116(1) are those specifically enumerated by the statutes. Attorney fees and costs of collection are not so enumerated and cannot be included in an association's lien. Since there is no dispute that the lien in this case did include such amounts, there is a reasonable probability of Burt succeeding on this issue.

3. If the lien is improper, then does the inclusion of these improper amounts in the subsequent foreclosure proceedings invalidate the proceedings? Burt asserts that if the lien is improper then the foreclosure proceedings become void. Burt asserts actions for constructive fraud, wrongful foreclosure and breach of fiduciary duty to support this. The Court agrees if the lien is invalid then Under NRS 107.080(3) the Notice of Default and Election to Sell would be invalid. As the lien included amounts not permitted under NRS 116.3116(1), the Notice would be defective. The purpose of the notice, which is to give the amount necessary for redemption, is defeated if the amount is materially in error.

4. NRS 107.080(5) says, essentially, that a good faith purchaser at a foreclosure sale takes title regardless of equity and without right of redemption so long as the notices are proper. Burt has a reasonable probability of succeeding in showing the notice was improper under NRS 107.080, therefore a court would be mandated to set aside the sale except for one additional provision. NRS 107.080(5)(b) requires an action to void the foreclosure must be made within 90 days of the date of sale. Here, the date of sale was August 29, 2012 and the action was not filed until November 30, 2012, beyond the 90 day period. Burt claims NRS 107.080(5)(b) does not apply, rather the appropriate period of time is the 120 day period in NRS 107.080(6). Burt also asserts that only his statutory claims are barred by NRS 107.080(5)(b) citing to Long v. Towne, 98 Nev. 11, 639 P.2d 928 (1982).

5. Long v. Towne does not support Burt's position. The case deals with the definition of constructive fraud, not the interpretation of NRS 107.080(5)(b). There is no indication in the case that it was not timely filed or that the statute was even considered.

6. NRS 107.080(6) provides if the homeowner was not given proper notice under NRS 107.080(3) and/or NRS 107.080(4)(a), then the owner has 120 days from the date actual notice of the sale is received. As noted above, NRS 107.080(3) governs the Notice of Default and Election to Sell. The body of the Notice of Default and Election was defective as the amount included attorney fees and collection costs. Sutter Creek has supplied the Court with a Transaction Report that indicates the Notice was sent to Burt by regular and certified mail on February 25, 2011. NRS 107.080(4)(a)



A-12-672790-C

requires the Notice of Sale be personally served or sent by certified or registered mail. Sutter Creek's exhibits indicate this was done on July 18, 2012.

7. Burt has presented no evidence that NRS 107.080(4)(a) was not complied with, therefore, that provision provides no relief. The only issue, therefore, is what does proper notice under NRS 107.080(3) mean? Does it refer only to the service of the Notice of Default and Election, in which case, Burt has failed to meet his burden of proving it was not properly mailed. Or, does the term 'proper notice' also include the content of the notice? If that is that is the case, then Burt has a reasonable probability of showing the Notice of Default was not proper and the 120 day rule would apply.

8. The Court finds the statute is capable of two reasonable interpretations, and therefore, the Court will interpret the statute in Burt's favor for purposes of the request for a preliminary injunction. Granting the injunction will maintain the status quo while the parties research cases and legislative intent on this issue as it relates to SBW's Motion to Dismiss. The Court takes no position on the ultimate interpretation to be given to the statute.

9. The motion for preliminary injunction is GRANTED as follows:

a. SBW is enjoined from pursuing eviction proceedings or selling the property pending resolution of Plaintiff's Complaint and its Motion To Dismiss.

b. Burt shall continue to pay his mortgage to Wells Fargo. As nothing in the Complaint alleges Wells Fargo had anything to do with the foreclosure proceedings, there is no basis for any injunction relief against it. It may continue to administer the first deed of trust as though the sale had not occurred, that is, if Burt defaults on the first deed of trust, Wells Fargo is not prohibited from pursuing any remedies provided by law.

c. Burt must pay the difference between the rent SBW is demanding and the mortgage to SBW. Burt must also pay all association fees and assessments during the term of the injunction.

d. Although Burt requests no bond or a bond of \$1.00, the Court rejects this request. Burt had many opportunities to seek legal relief or the help of the State Ombudsman long before the foreclosure took place and the claim to set aside the foreclosure may well be time barred depending on the resolution of the NRS 108.080(6) issue. But a \$40,000 bond is also not warranted in light of the Court's finding about the propriety of the lien amounts. The Court believes a bond of \$6,000 is reasonable under the circumstances.

10. Finally, SBW's motion to dismiss will be CONTINUED. SBW will have twenty days from the date of these minutes to file supplement pleadings addressing the interpretation of NRS 108.080(6). Burt shall have twenty days from service of SBW's supplemental pleadings to respond and address SBW's arguments regarding NRS 108.080(6) and/or assert any other arguments why claims relating to setting aside the foreclosure proceedings are not time barred. SBW shall then have ten days from service of the opposition to file a reply.

A-12-672790-C

11. The Clerk of the Court shall set a status check after the dates for filing supplemental pleadings have passed so that the Court may determine whether the Motion To Dismiss is ready to be set for argument.

12. Burt shall prepare the draft order and preliminary injunction for Senior Judge Becker's signature and shall submit it after providing copies to the Defendants. Senior Judge Becker will resolve any issues concerning the content of the orders relating to the preliminary injunction motion. All other matters will be handled by Judge Leavitt.

3/25/13 8:30 A.M. STATUS CHECK: SUPPLEMENTAL PLEADINGS AND ARGUMENTS ON SBW INVESTMENT LLC'S MOTION TO DISMISS

CLERK'S NOTE: A copy of the above minute order has been delivered by facsimile to: Richard S. Ehlers, Esq. (Fax No. (702) 946-1345); Huong Lam, Esq. (Fax No. (702) 222-4043); Richard L. Tobler, Esq. (Fax No. (702) 256-2248); Sheryl Serreze, Esq. (Nevada Legal Services Fax No. (702) 388-1641); and Anita Lapidus, Esq. (Nevada Legal Services Fax No. (702) 388-1641). /// sj

## **EXHIBIT A.3**

## **EXHIBIT A.3**

## **EXHIBIT A.3**



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

Subject: The Super Priority Lien	Advisory No. <b>13-01</b>	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.

**SHORT ANSWER TO #2:**

No. The language in NRS 116.3116(2) defines the super priority lien. The super priority lien consists of unpaid assessments based on the association's budget and NRS 116.310312 charges, nothing more. The super priority lien is limited to: (1) 9 months of assessments; and (2) charges allowed by NRS 116.310312. The super priority lien based on assessments may not exceed 9 months of assessments as reflected in the association's budget, and it may not include penalties, fees, late charges, fines, or interest. References in NRS 116.3116(2) to assessments and charges pursuant to NRS 116.310312 define the super priority lien, and are not merely to determine a dollar amount for the super priority lien.

**SHORT ANSWER TO #3:**

No. The association must *take action* to enforce its super priority lien, but it need not institute a civil action by the filing of a complaint. The association may begin the process for foreclosure in NRS 116.31162 or exercise any other remedy it has to enforce the lien.

**ANALYSIS OF THE ISSUES:**

This advisory opinion – provided in accordance with NRS 116.623 – details the Real Estate Division's opinion as to the interpretation of NRS 116.3116(1) and (2). The Division hopes to help association boards understand the meaning of the statute so they are better equipped to represent the interests of their members. Associations are encouraged to look at the entirety of a situation surrounding a particular deficiency and evaluate the association's best option for collection. The first step in that analysis is to understand what constitutes the association's lien, what is not part of the lien, and the status of the lien compared to other liens recorded against the unit.

Subsection (1) of NRS 116.3116 describes what constitutes the association's lien; and subsection (2) states the lien's priority compared to other liens recorded against a unit. NRS 116.3116 comes from the Uniform Common Interest Ownership Act (1982) (the "Uniform Act"), which Nevada adopted in 1991. So, in addition to looking at the language of the relevant Nevada statute, this analysis includes references to the Uniform Act's equivalent provision (§ 3-116) and its comments.

I. **NRS 116.3116(1) DEFINES WHAT THE ASSOCIATION'S LIEN CONSISTS OF.**

NRS 116.3116(1) provides generally for the lien associations have against units within common-interest communities. NRS 116.3116(1) states as follows:

The association has a lien on a unit for **any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due. Unless the declaration otherwise provides, 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. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(emphasis added).

Based on this provision, the association's lien includes assessments, construction penalties, and fines imposed against a unit when they become due. In addition – unless the declaration otherwise provides – penalties, fees, charges, late charges, fines, and interest charged pursuant to NRS 116.3102(1)(j) through (n) are also part of the association's lien in that such items are enforceable as if they were assessments. Assessments can be foreclosed pursuant to NRS 116.31162, but liens for fines and penalties may not be foreclosed unless they satisfy the requirements of NRS 116.31162(4). Therefore, it is important to accurately categorize what comprises each portion of the association's lien to evaluate enforcement options.

A. **“COSTS OF COLLECTING” (DEFINED BY NRS 116.310313) ARE NOT PART OF THE ASSOCIATION'S LIEN**

NRS 116.3116(1) does not specifically make costs of collecting part of the association's lien, so the determination must be whether such costs can be included under the incorporated provisions of NRS 116.3102. NRS 116.3102(1)(j) through (n) identifies five very specific categories of penalties, fees, charges, late charges, fines, and interest associations may impose. This language encompasses all penalties, fees,

charges, late charges, fines, and interest that are part of the lien described in NRS 116.3116(1).

NRS 116.3102(1)(j) through (n) states:

1. Except as otherwise provided in this section, and subject to the provisions of the declaration, the association may do any or all of the following: ...

(j) Impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subsections 2 and 4 of NRS 116.2102, and for services provided to the units' owners, including, without limitation, any services provided pursuant to NRS 116.310312.

**(k) Impose charges for late payment of assessments pursuant to NRS 116.3115.**

(l) Impose construction penalties when authorized pursuant to NRS 116.310305.

(m) Impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in NRS 116.31031.

(n) Impose reasonable charges for the preparation and recordation of any amendments to the declaration or any statements of unpaid assessments, and impose reasonable fees, not to exceed the amounts authorized by NRS 116.4109, for preparing and furnishing the documents and certificate required by that section.

(emphasis added).

Whatever charges the association is permitted to impose by virtue of these provisions are part of the association's lien. Subsection (k) – emphasized above – has been used – the Division believes improperly – to support the conclusion that associations may include costs of collecting past due obligations as part of the association's lien. The Commission for Common Interest Communities and Condominium Hotels issued Advisory Opinion No. 2010-01 in December of 2010. The Commission's advisory concludes as follows:

An association may collect as a part of the super priority lien (a) interest permitted by NRS 116.3115, (b) late fees or charges authorized by the declaration, (c) charges for preparing any statements of unpaid assessments and (d) the "costs of collecting" authorized by NRS 116.310313.

Analysis of what constitutes the *super priority lien* portion of the association's lien is discussed in Section III, but the Division agrees that the association's lien does include items noted as (a), (b) and (c) of the Commission's advisory opinion above. To support item (d), the Commission relies on NRS 116.3102(1)(k) which gives associations the power to: "Impose charges for late payment of assessments pursuant to NRS 116.3115." This language would include interest authorized by statute and late fees if authorized by the association's declaration.

"Costs of collecting" defined by NRS 116.310313 is too broad to fall within the parameters of charges for late payment of assessments.<sup>1</sup> By definition, "costs of collecting" relate to the collection of past due "obligations." "Obligations" are defined as "any assessment, fine, construction penalty, fee, charge or interest levied or imposed against a unit's owner."<sup>2</sup> In other words, costs of collecting includes more than "charges for late payment of assessments."<sup>3</sup> Therefore, the plain language of NRS 116.3116(1) does not incorporate costs of collecting into the association's lien. Further review of the relevant statutes and legislative action supports this conclusion.

**B. PRIOR LEGISLATIVE ACTION SUPPORTS THE POSITION THAT COSTS OF COLLECTING ARE NOT PART OF THE ASSOCIATION'S LIEN DESCRIBED BY NRS 116.3116(1).**

The language of NRS 116.3116(1) allows for "charges for late payment of assessments" to be part of the association's lien.<sup>4</sup> "Charges for late payments" is not the same as "costs of collecting." "Costs of collecting" was first defined in NRS 116 by the adoption of NRS 116.310313 in 2009. NRS 116.310313(1) provides for the association's

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<sup>1</sup> Charges for late payment of assessments comes from NRS 116.3102(1)(k) and is incorporated into NRS 116.3116(1).

<sup>2</sup> NRS 116.310313.

<sup>3</sup> "Costs of collecting" includes any fee, charge or cost, by whatever name, including, without limitation, any collection fee, filing fee, recording fee, fee related to the preparation, recording or delivery of a lien or lien rescission, title search lien fee, bankruptcy search fee, referral fee, fee for postage or delivery and any other fee or cost that an association charges a unit's owner for the investigation, enforcement or collection of a past due obligation. The term does not include any costs incurred by an association if a lawsuit is filed to enforce any past due obligation or any costs awarded by a court. NRS 116.310313(3)(a).

<sup>4</sup> NRS 116.3102(1)(k) (incorporated into NRS 116.3116(1)).



right to charge a unit owner “reasonable fees to cover the costs of collecting any past due obligation.” NRS 116.310313 is not referenced in NRS 116.3116 or NRS 116.3102, nor does NRS 116.310313 specifically provide for the association’s right to lien the unit for such costs.

In contrast, NRS 116.310312, also adopted in 2009, allows an association to enter the grounds of a unit to maintain the property or abate a nuisance existing on the exterior of the unit. NRS 116.310312 specifically provides for the association’s expenses to be a lien on the unit and provides that the lien is prior to the first security interest.<sup>5</sup> NRS 116.3102(1)(j) was amended to allow these expenses to be part of the lien described in NRS 116.3116(1). And NRS 116.3116(2) was amended to allow these expenses to be included in the association’s super priority lien.

The Commission’s advisory opinion from December 2010 also relies on changes to the Uniform Act from 2008 to support the notion that collection costs should be part of the association’s super priority lien. Nevada has not adopted those changes to the Uniform Act. Since the Commission’s advisory opinion, the Nevada Legislature had an opportunity to clarify the law in this regard.

In 2011, the Nevada Legislature considered Senate Bill 174, which proposed changes to NRS 116.3116. S.B. 174 originally included changes to NRS 116.3116(1) such that the association’s lien would specifically include “costs of collecting” as defined in NRS 116.310313. S.B. 174 proposed changes to NRS 116.3116 (1) and (2) to bring the statute in line with the changes to the same provision in the Uniform Act amended in 2008.

The Uniform Act’s amendments were removed from S.B. 174 by the first reprint. As amended, S.B. 174 proposed changes to NRS 116.3116(2) expanding the super priority lien amount to include costs of collecting not to exceed \$1,950, in addition to 9 months

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<sup>5</sup> See NRS 116.310312(4) and (6).

of assessments. S.B. 174 was discussed in great detail and ultimately died in committee.<sup>6</sup>

Also in 2011, Senate Bill 204 – as originally introduced – included changes to NRS 116.3116(1) to expand the association’s lien to include attorney’s fees and costs and “any other sums due to the association.”<sup>7</sup> The bill’s language was taken from the Uniform Act amendments in 2008. All changes to NRS 116.3116(1) were removed from the bill prior to approval.

The Nevada Legislature’s actions in the 2009 and 2011 sessions are indicative of its intent not to make costs of collecting part of the lien. The Nevada Legislature could have made the costs of collecting part of the association’s lien, like it did for costs under NRS 116.310312. It did not do so. In order for the association to have a right to lien a unit under NRS 116.3116(1), the charge or expense must fall within a category listed in the plain language of the statute. Costs of collecting do not fall within that language. Based on the foregoing, the Division concludes that the association’s lien does not include “costs of collecting” as defined by NRS 116.310313.

A possible concern regarding this outcome could be that an association may not be able to recover their collection costs relating to a foreclosure of an assessment lien. While that may seem like an unreasonable outcome, a look at the bigger picture must be considered to put it in perspective. NRS 116.31162 through NRS 116.31168, inclusive, outlines the association’s ability to enforce its lien through foreclosure. Associations have a lien for assessments that is enforced through foreclosure. The association’s expenses are reimbursed to the association from the proceeds of the sale. NRS 116.31164(3)(c) allows the proceeds of the foreclosure sale to be distributed in the following order:

- (1) The reasonable expenses of sale;

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<sup>6</sup> See <http://leg.state.nv.us/Session/76th2011/Reports/history.cfm?ID=423>.

<sup>7</sup> Senate Bill No. 204 – Senator Copening, Sec. 49, ln. 1-16, February 28, 2011.

- (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.

**III. THE AMOUNT OF THE SUPER PRIORITY LIEN IS LIMITED BY THE PLAIN LANGUAGE OF NRS 116.3116(2).**

NRS 116.3116(2) states:

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

(a) 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;

(b) 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's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) 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 paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien,* 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. If 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, the period during which the lien is prior to all security interests described in paragraph (b) must be determined in accordance with those federal regulations, except that notwithstanding the provisions of the federal regulations, the period of priority for the lien must not be less than 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.

(emphasis added)

Having found previously that costs of collecting are not part of the lien means they are not part of the super priority lien. The question then becomes what can be included as part of the super priority lien. Prior to 2009, the super priority lien was limited to 6 months of assessments. In 2009, the Nevada legislature changed the 6 months of

assessments to 9 months and added expenses for abatement under NRS 116.310312 to the super priority lien amount. But to the extent federal law applicable to the first security interest limits the super priority lien, the super priority lien is limited to 6 months of assessments.

The emphasized language in the portion of the statute above identifies the portion of the association's lien that is prior to the first security interest, i.e. what comprises the super priority lien. This language states that there are two components to the super priority lien. The first is "to the extent of any charges" incurred by the association pursuant to NRS 116.310312. NRS 116.310312(4) makes clear that the charges assessed against the unit pursuant to this section are a lien on the unit and subsection (6) makes it clear that such lien is prior to first security interests. These costs are also specifically part of the lien described in NRS 116.3116(1) incorporated through NRS 116.3102(1)(j). This portion of the super priority lien is specific to charges incurred pursuant to NRS 116.310312. Payment of those charges relieves their super priority lien status. There does not seem to be any confusion as to what this part of the super priority lien is. Analysis of the super priority lien will focus on the second portion.

**A. THE SUPER PRIORITY LIEN ATTRIBUTABLE TO ASSESSMENTS IS LIMITED TO 9 MONTHS OF ASSESSMENTS AND CONSISTS ONLY OF ASSESSMENTS.**

The second portion of the super priority lien is "to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien."

The statute uses the language "to the extent of the assessments" to illustrate that there is a limit on the amount of the super priority lien, just like the language concerning expenses pursuant to NRS 116.310312, but this portion concerns assessments. The limit on the super priority lien is based on the assessments for

common expenses reflected in a budget adopted pursuant to NRS 116.3115 which would have become due in 9 months. The assessment portion of the super priority lien is no different than the portion derived from NRS 116.310312. Each portion of the super priority lien is limited to the specific charge stated and nothing else.

Therefore, while the association's *lien* may include any penalties, fees, charges, late charges, fines and interest charged pursuant to NRS 116.3102 (1) (j) to (n), inclusive, the total amount of the *super priority lien* attributed to assessments is no more than 9 months of the monthly assessment reflected in the association's budget. Association budgets do not reflect late charges or interest attributed to an anticipated delinquent owner, so there is no basis to conclude that such charges could be included in the super priority lien or in addition to the assessments. Such extraneous charges are not included in the association's super priority lien.

NRS 116.3116 originally provided for 6 months of assessments as the super priority lien. Comments to the Uniform Act quoted previously support the conclusion that the original intent was for 6 months of the assessments alone to comprise the super priority lien amount and not the penalties, charges, or interest. It is possible that an argument could be made that the language is so clear in this regard one should not look to legislative intent. But considering the controversy surrounding the meaning of this statute, the better argument is that legislative intent should be used to determine the meaning.

The Commission's advisory opinion of December 2010 concluded that assessments *and* additional costs are part of the super priority lien. The Commission's advisory opinion relies in part on a Wake Forest Law Review<sup>8</sup> article from 1992 discussing the Uniform Act. This article actually concludes that the Uniform Act language limits the

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<sup>8</sup> See James Winokur, *Meaner Lienor Community Associations: The "Super Priority" Lien and Related Reforms Under the Uniform Common Interest Ownership Act*, 27 WAKE FOREST L. REV. 353, 366-69 (1992).

amount of the super priority lien to 6 months of assessments, but that the super priority lien does not necessarily consist of only delinquent assessments.<sup>9</sup> It can include fines, interest, and late charges.<sup>10</sup> The concept here is that all parts of the lien are prior to a first security interest and that reference to assessments for the super priority lien is only to define a specific dollar amount.

The Division disagrees with this interpretation because of the unreasonable consequences it leaves open. For example, a unit owner may pay the delinquent assessment amount leaving late charges and interest as part of the super priority lien. If the super priority lien can encompass more than just delinquent assessments in this situation, it would give the association the right to foreclose its lien consisting only of late charges and interest prior to the first security interest. It is also unreasonable to expect that fines (which cannot be foreclosed generally) survive a foreclosure of the first security interest. Either the lender or the new buyer would be forced to pay the prior owner's fines. The Division does not find that these consequences are reasonable or intended by the drafters of the Uniform Act or by the Nevada Legislature. Even the 2008 revisions to the Uniform Act do not allow for anything other than assessments and costs incurred to foreclose the lien to be included in the super priority lien. Fines, interest, and late charges are not *costs* the association incurs.

In 2009, the Nevada Legislature revised NRS 116.3116 to expand the association's super priority lien. Assembly Bill 204 sought to extend the super priority lien of 6 months of assessments to 2 years of assessments.<sup>11</sup> The Commission's chairman, Michael Buckley, testified on March 6, 2009 before the Assembly Committee on Judiciary on A.B. 204 that the law was unclear as to whether the 6 month priority can

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<sup>9</sup> See *id.* at 367 (referring to the super priority lien as the "six months assessment ceiling" being computed from the periodic budget).

<sup>10</sup> See *id.*

<sup>11</sup> See <http://leg.state.nv.us/Session/75th2009/Reports/history.cfm?ID=416>.



include the association's costs and attorneys' fees.<sup>12</sup> Mr. Buckley explained that the Uniform Act amendments in 2008 allowed for the collection of attorneys' fees and costs incurred by the association in foreclosing the assessment lien as part of the super priority lien. Mr. Buckley requested that the 2008 change to the Uniform Act be included in A.B. 204. Mr. Buckley's requested change to A.B. 204 to expand the super priority lien never made it into A.B. 204. Ultimately, A.B. 204 was adopted to change 6 months to 9 months, but commenting on the intent of the bill, Assemblywoman Ellen Spiegel stated:

Assessments covered under A.B. 204 are the regular monthly or quarterly dues for their home. I carefully put this bill together to make sure it did not include any assessments for penalties, fines or late fees. The bill covers the basic monies the association uses to build its regular budgets.

(emphasis added).<sup>13</sup>

It is significant that the legislative intent in changing 6 months to 9 months was with the understanding that no portion of that amount would be for penalties, fines, or late fees and that it only covers the basic monies associations use to build their regular budgets. It does make sense that a lien superior to a first security interest would not include penalties, fines, and interest. To say that the super priority lien includes more than just 9 months of assessments allows several undesirable and unreasonable consequences.

**B. NEVADA HAS NOT ADOPTED AMENDMENTS TO THE UNIFORM ACT TO ALTER THE ORIGINAL INTENT OF THE SUPER PRIORITY LIEN.**

The changes to the Uniform Act support the contention that only what is referenced as the super priority lien in NRS 116.3116(2) is what comprises the super priority lien. In 2008, § 3-116 of the Uniform Act was revised as follows:

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<sup>12</sup> See Minutes of the Meeting of the Assembly Committee on Judiciary, Seventy-fifth Session, March 6, 2009 at 44-45.

<sup>13</sup> See Minutes of the Senate Committee on Judiciary, Seventy-fifth Session, May 8, 2009 at 27.

**SECTION 3-116. LIEN FOR ASSESSMENTS; SUMS DUE ASSOCIATION; ENFORCEMENT.**

(a) The association has a statutory lien on a unit for any assessment levied ~~against~~ attributable to that unit or fines imposed against its unit owner. Unless the declaration otherwise provides, reasonable attorney's fees and costs, other fees, charges, late charges, fines, and interest charged pursuant to Section 3-102(a)(10), (11), and (12), and any other sums due to the association under the declaration, this [act], or as a result of an administrative, arbitration, mediation, or judicial decision are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the lien is for the full amount of the assessment from the time the first installment thereof becomes due.

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

~~(i)~~(1) liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances ~~which~~ that the association creates, assumes, or takes subject to; ;

~~(ii)~~(2) except as otherwise provided in subsection (c), 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)~~(3) liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

(c) ~~A~~ The lien under this section is also prior to all security interests described in subsection (b)(2) clause (ii) above to the extent of both 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 six months immediately preceding institution of an action to enforce the lien and reasonable attorney's fees and costs incurred by the association in foreclosing the association's lien. ~~This subsection~~ Subsection (b) and this subsection ~~does~~ do not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the association. ~~[The A~~ A ~~lien~~ lien under this section is not subject to the provisions of [insert appropriate reference to state homestead, dower and curtesy, or other exemptions].]

Explaining the reason for the changes to these sections, the Uniform Act includes the following comments:

Associations must be legitimately concerned, as fiduciaries of the unit owners, that the association be able to collect periodic common charges from recalcitrant unit owners in a timely way. To address those concerns, the section contains these 2008 amendments:

First, subsection (a) is amended to add the cost of the association's reasonable attorneys fees and court costs to the total value of the association's existing 'super lien' – currently, 6 months of regular common assessments. This amendment is identical to the amendment adopted by Connecticut in 1991; see C.G.S. Section 47-258(b). The increased amount of the association's lien has been approved by Fannie Mae and local lenders and has become a significant tool in the successful collection efforts enjoyed by associations in that state.

The Uniform Act's amendment in 2008 is very telling about § 3-116's original intent. The comments state reasonable attorneys' fees and court costs are *added* to the super priority lien stating that it is currently 6 months of regular common assessments. The Uniform Act adds attorneys' fees and costs to subsection (a) which defines the association's lien. Those attorneys' fees and costs attributable to foreclosure efforts are also added to subsection (c) which defines the super priority lien amount.

If the association's lien ever included attorneys' fees and court costs as "charges for late payment of assessments" or if such sum was part of the super priority lien, there would be no reason to add this language to subsection (a) and (c). Or at a minimum, the comments would assert the amendment was simply to make the language more clear. It is also clear by the language that only what is specified as part of the super priority lien can comprise the super priority lien. The additional language defining the super priority lien provides for costs that are *incurred* by the association foreclosing the lien. This is further evidence that the super priority lien does not and never did consist of interest, fines, penalties or late charges. These charges are not incurred by the association and they should not be part of any super priority lien.

The Nevada Legislature had the opportunity to change NRS 116.3116 in 2009 and 2011 to conform to the Uniform Act. It chose not to. While the revisions under the

Uniform Act may make sense to some and they may be adopted in other jurisdictions, the fact of the matter is, Nevada has not adopted those changes. The changes to the Uniform Act cannot be insinuated into the language of NRS 116.3116. Based on the plain language of NRS 116.3116, legislative intent, and the comments to the Uniform Act, the Division concludes that the super priority lien is limited to expenses stemming from NRS 116.310312 and assessments as reflected in the association's budget for the immediately preceding 9 months from institution of an action to enforce the association's lien.

**IV. "ACTION" AS USED IN NRS 116.3116 DOES NOT REQUIRE A CIVIL ACTION ON THE PART OF THE ASSOCIATION.**

NRS 116.3116(2) provides that the super priority lien pertaining to assessments consists of those assessments "which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien." NRS 116.3116 requires that the association take action to enforce its lien in order to determine the immediately preceding 9 months of assessments. The question presented is whether this action must be a civil action.

During the Senate Committee on Judiciary hearing on May 8, 2009, the Chair of the Committee, Terry Care, stated with reference to AB 204:

One thing that bothers me about section 2 is the duty of the association to enforce the liens, but I understand the argument with the economy and the high rate of delinquencies not only to mortgage payments but monthly assessments. Bill Uffelman, speaking for the Nevada Bankers Association, broke it down to a 210-day scheme that went into the current law of six months. Even though you asked for two years, I looked at nine months, thinking the association has a duty to move on these delinquencies.

NRS 116 does not require an association to take any particular action to enforce its lien, but that it institutes "an action." NRS 116.31162 provides the first steps to foreclose the association's lien. This process is started by the mailing of a notice of delinquent

assessment as provided in NRS 116.3116(1)(a). At that point, the immediately preceding 9 months of assessments based on the association's budget determine the amount of the super priority lien. The Division concludes that this action by the association to begin the foreclosure of its lien is "action to enforce the lien" as provided in NRS 116.3116(2). The association is not required to institute a civil action in court to trigger the 9 month look back provided in NRS 116.3116(2). Associations should make the delinquent assessment known to the first security holder in an effort to receive the super priority lien amount from them as timely as possible.

#### **ADVISORY CONCLUSION:**

An association's lien consists of assessments, construction penalties, and fines. Unless the association's declaration provides otherwise, the association's lien also includes all penalties, fees, charges, late charges, fines and interest pursuant to NRS 116.3102(1)(j) through (n). While charges for late payment of assessments are part of the association's lien, "costs of collecting" as defined by NRS 116.310313, are not. "Costs of collecting" defined by NRS 116.310313 includes costs of collecting any *obligation*, not just assessments. Costs of collecting are not merely a charge for a late payment of assessments. Since costs of collecting are not part of the association's lien in NRS 116.3116(1), they cannot be part of the super priority lien detailed in subsection (2).

The super priority lien consists of two components. By virtue of the detail provided by the statute, the super priority lien applies to the charges incurred under NRS 116.310312 and up to 9 months of assessments as reflected in the association's regular budget. The Nevada Legislature has not adopted changes to NRS 116.3116 that were made to the Uniform Act in 2008 despite multiple opportunities to do so. In fact, the Legislative intent seems rather clear with Assemblywoman Spiegel's comments to A.B. 204 that changed 6 months of assessments to 9 months. Assemblywoman Spiegel stated that she "carefully put this bill together to make sure it did not include any

assessments for penalties, fines or late fees.” This is consistent with the comments to the Uniform Act stating the priority is for assessments based on the periodic budget. In other words, when the super priority lien language refers to 9 months of assessments, assessments are the only component. Just as when the language refers to charges pursuant to NRS 116.310312, those charges are the only component. Not in either case can you substitute other portions of the entire lien and make it superior to a first security interest.

Associations need to evaluate their collection policies in a manner that makes sense for the recovery of unpaid assessments. Associations need to consider the foreclosure of the first security interest and the chances that they may not be paid back for the costs of collection. Associations may recover costs of collecting unpaid assessments if there are proceeds from the association’s foreclosure.<sup>14</sup> But costs of collecting are not a lien under NRS 116.310313 or NRS 116.3116(1); they are the personal liability of the unit owner.

Perhaps an effective approach for an association is to start with foreclosure of the assessment lien after a nine month assessment delinquency or sooner if the association receives a foreclosure notice from the first security interest holder. The association will always want to enforce its lien for assessments to trigger the super priority lien. This can be accomplished by starting the foreclosure process. The association can use the super priority lien to force the first security interest holder to pay that amount. The association should incur only the expense it believes is necessary to receive payment of assessments. If the first security interest holder does not foreclose, the association will maintain its assessment lien consisting of assessments, late charges, and interest. If a loan modification or short sale is worked out with the owner’s lender, the association is better off limiting its expenses and more likely to recover the assessments. Adding unnecessary costs of collection – especially after a short period of delinquency – can

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<sup>14</sup> NRS 116.31164.

make it all the more impossible for the owner to come current or for a short sale to close.  
This situation does not benefit the association or its members.

## **EXHIBIT A.4**

## **EXHIBIT A.4**

## **EXHIBIT A.4**



## Michele W. Shafe, Assessor

## REAL PROPERTY PARCEL RECORD

 [Click Here for a Print Friendly Version](#)

<a href="#">Assessor Map</a>	<a href="#">Aerial View</a>	<a href="#">Building Sketch</a>	<a href="#">Ownership History</a>	<a href="#">Neighborhood Sales</a>	<a href="#">New Search</a>
------------------------------	-----------------------------	---------------------------------	-----------------------------------	------------------------------------	----------------------------

GENERAL INFORMATION	
PARCEL NO.	176-20-714-331
OWNER AND MAILING ADDRESS	PROPERTIES PLUS INVESTMENTS LLC 1785 E SAHARA AVE #490-939 LAS VEGAS NV 89104-3733
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	8787 TOM NOON AVE 101 ENTERPRISE
ASSESSOR DESCRIPTION	HIGH NOON AT ARLINGTON RANCH PLAT BOOK 115 PAGE 21 UNIT 101 BLDG 111  SEC 20 TWP 22 RNG 60
RECORDED DOCUMENT NO.	* 20130730:00805
RECORDED DATE	07/30/2013
VESTING	NO STATUS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	635
APPRAISAL YEAR	2013
FISCAL YEAR	13-14
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A


REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2013-14	2014-15
LAND	5250	5950
IMPROVEMENTS	20067	22715
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	25317	28665
TAXABLE LAND+IMP (SUBTOTAL)	72334	81900
COMMON ELEMENT ALLOCATION ASSD	0	67
TOTAL ASSESSED VALUE	25317	28732
TOTAL TAXABLE VALUE	72334	82091

[Click here for Treasurer Information regarding real property taxes.](#)[Click here for Flood Control Information.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.03 Acres
ORIGINAL CONST. YEAR	2005
LAST SALE PRICE MONTH/YEAR	72526 07/13
LAND USE	1-60 RESIDENTIAL TOWNHOUSES
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	1118	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	100	STORIES	TWNHOUSE (2)	POOL	NO
2ND FLOOR SQ. FT.	1018	BEDROOMS	2	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	241	FIREPLACE	0	ROOF TYPE	CONCRETE TILE
CASITA SQ. FT.*	0				

\*Note: Casita square footage not included in Total Living square footage.

ASSESSORMAP VIEWING GUIDELINES	
MAP	176207
	<p>In order to view the Assessor map you must have Adobe Reader installed on your computer system.</p> <p>If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.</p> 

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED  
AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

**EXHIBIT A.5**

**EXHIBIT A.5**

**EXHIBIT A.5**

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:

UNITED TITLE OF NEVADA

03-25-2004 08:10 STX

BOOK/INSTR: 20040325-00427  
RESTRICTIONS

PAGE COUNT: 93

FEE: 106.00  
RPTT: .00

APN: ptn. of 176-20-701-001

WHEN RECORDED, RETURN TO:

**WILBUR M. ROADHOUSE, ESQ.**  
Goold Patterson Ales Roadhouse & Day  
4496 South Pecos Road  
Las Vegas, Nevada 89121  
(702) 436-2600

RECEIPT/CONF. COPY - HAS NOT BEEN COMPARED TO THE ORIGINAL

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(Space Above Line for Recorder's Use Only)

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
HIGH NOON AT ARLINGTON RANCH**

(a Nevada Residential Common-Interest Planned Community)  
**CLARK COUNTY, NEVADA**

A&K0001

SA472

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**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
HIGH NOON AT ARLINGTON RANCH**

THIS SUPPLEMENTAL DECLARATION ("Declaration"), made as of the 22 day of March, 2004, by D. R. HORTON, INC., a Delaware corporation ("Declarant");

**WITNESSETH:**

**WHEREAS:**

A. Declarant owns certain real property located in Clark County, Nevada, on which Declarant intends to subdivide, develop, construct, market and sell a residential triplex townhome common-interest planned community, to be known as "HIGH NOON AT ARLINGTON RANCH" ("High Noon"); and

B. A portion of said property, as more particularly described in Exhibit "A" hereto, shall constitute the property initially covered by this Declaration ("Original Property"); and

C. Declarant intends that, upon Recordation of this Declaration, the Original Property shall be a Nevada Common-Interest Community, as defined in NRS § 116.021, and a Nevada Planned Community, as defined in NRS § 116.075 ("Community"); and

D. The name of the Community shall be HIGH NOON AT ARLINGTON RANCH, and the name of the Nevada nonprofit corporation organized in connection therewith shall be HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION ("Association"); and

E. Declarant further reserves the right from time to time to add all or any portions of certain other real property, from time to time described more particularly in Exhibit "B" attached hereto ("Annexable Area");

F. The total maximum number of Units that may (but need not) be created in the Community is not to exceed three hundred forty-two (342) aggregate Units ("Units That May Be Created"); and

G. The Original Property and, following annexation from time to time, in Declarant's sole discretion, any and all Annexed Property, shall comprise the "Properties"; and

H. Declarant intends to develop and convey the Properties pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges; and

I. In addition to this Declaration, the Properties are subject to: (i) the Recorded Declaration of Covenants, Conditions & Restrictions and Reservation of Easements ("LMA Declaration") for ARLINGTON RANCH Landscape Maintenance Association ("LMA Association"), and (ii) the Recorded Master Declaration ("Master Declaration") for ARLINGTON RANCH NORTH Master Association ("Master Declaration") as said declarations from time to time respectively may be amended and/or restated; and

J. The Master Declaration provides that Supplemental Declarations may be recorded which affect the Districts within the Project (as such terms are defined in the Master Declaration), and that Sub-Associations may be established for the purpose of managing and administering said Districts; and

K. Declarant desires that the Properties be subject to further covenants, conditions and restrictions and reservations of easements, in addition to those set forth in the Master Declaration (taking into account certain unique aspects of the Properties), and that the Association be established (as a Sub-Association under the Master Declaration) for the purpose of assessing, managing and administering High Noon at ARLINGTON RANCH; and

L. Declarant has deemed it desirable, for the efficient preservation of the value and amenities of the Properties pursuant to the provisions of this Declaration, to organize the Association, to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Elements (as defined herein), administering and enforcing the covenants and restrictions, and collecting and disbursing the Assessments and charges hereinafter created. Declarant will cause, or has caused, the Association to be formed for the purpose of exercising such functions; and

M. This Declaration is intended to set forth a dynamic and flexible plan for governance of the Community, and for the overall development, administration, maintenance and preservation of a unique residential community, in which the Owners enjoy a quality life style as "good neighbors";

**NOW, THEREFORE,** Declarant hereby declares that all of the Original Property, and, from the date(s) of respective annexation, all Annexed Property (collectively, "Properties") shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the provisions of this Declaration and to the following protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale and lease of the Properties or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth in this Declaration shall run with and burden the Properties and shall be binding upon all Persons having or acquiring any right, title or interest in the Properties, or any part thereof, and their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon, and may be enforced by, Declarant, the Association, each Owner and their respective heirs, executors and administrators, and successive owners and assigns. All Units within this Community shall be used, improved and limited exclusively to single Family residential use.

## **ARTICLE 1**

### **DEFINITIONS**

Section 1.1 "Act" shall mean Nevada's Uniform Common Interest Ownership Act, set forth in Chapter 116 of Nevada Revised Statutes, as the same may be amended from time to time. Except as otherwise indicated, capitalized terms herein shall have the same meanings ascribed to such terms in the Act.

Section 1.2 "Allocated Interests" shall mean the following interests allocated to each Unit: a non-exclusive easement of enjoyment of all Common Elements in the Properties; allocation of Exclusive Use Areas, if any, pursuant to the Plat and as set forth herein; liability for Assessments pro-rata for Common Expenses in the Properties (in addition to any Special Assessments as set forth

herein); and membership and one vote in the Association, per Unit owned, which membership and vote shall be appurtenant to the Unit.

Section 1.3 "Annexable Area" shall mean all or any portion of that real property described in Exhibit "B" attached hereto and incorporated by this reference herein, all or any portion of which real property may from time to time be made subject to this Declaration pursuant to the provisions of Article 15 hereof. At no time shall any portion of the Annexable Area be deemed to be a part of the Community or a part of the Properties until such portion of the Annexable Area has been duly annexed hereto pursuant to Article 15 hereof.

Section 1.4 "Annexed Property" shall mean any and all portion(s) of the Annexable Area from time to time added to the Properties covered by this Declaration, by Recordation of Annexation Amendment(s) pursuant to Article 15 hereof.

Section 1.5 "ARC" shall mean the Architectural Review Committee created pursuant to Article 8 hereof.

Section 1.6 "Articles" shall mean the Articles of Incorporation of the Association as filed or to be filed in the Office of the Nevada Secretary of State, as such Articles may be amended from time to time.

Section 1.7 "Assessments" shall refer collectively to Annual Assessments, and any applicable Capital Assessments and Special Assessments.

Section 1.8 "Assessment, Annual" shall mean the annual or supplemental charge against each Owner and his or her Unit, representing a portion of the Common Expenses, which are to be paid in equal periodic (monthly, quarterly, or annually as determined from time to time by the Board) installments commencing on the Assessment Commencement Date, by each Owner to the Association in the manner and at the times and proportions provided herein.

Section 1.9 "Assessment, Capital" shall mean a charge against each Owner and his or her Unit, representing a portion of the costs to the Association for installation, construction, or reconstruction of any Improvements on any portion of the Common Elements which the Association may from time to time authorize, pursuant to the provisions of this Declaration. Such charge shall be levied among all Owners and their Units in the same proportion as Annual Assessments

Section 1.10 "Assessment, Special" shall mean a charge against a particular Owner and his or her Unit, directly attributable to, or reimbursable by that Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Association, plus interest and other charges on such Special Assessments as provided for herein.

Section 1.11 "Assessment Commencement Date" shall mean that date, pursuant to Section 6.7 hereof, duly established by the Board, on which Annual Assessments shall commence.

Section 1.12 "Association" shall mean HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation, and its successors and assigns. The Association shall be a "Sub-Association" as such term is defined in the Master Declaration.

Section 1.13 "Association Funds" shall mean the accounts created for receipts and disbursements of the Association pursuant to Article 6 hereof.

Section 1.14 "Balcony" shall mean a balcony on a Residential Unit, as constructed by Declarant on certain, but not necessarily all, Units in High Noon. No Owner or Person other than Declarant, in its sole and absolute discretion, shall have any right to construct or shall construct, a Balcony. No item whatsoever shall or may be stored on a Balcony.

Section 1.15 "Beneficiary" shall mean a Mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such mortgagee or beneficiary.

Section 1.16 "Board or Board of Directors" shall mean the Board of Directors of the Association, elected or appointed in accordance with the Bylaws and this Declaration. The Board is an "Executive Board" as defined by NRS § 116.045.

Section 1.17 "Budget" shall mean a written, itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration, prepared, and approved pursuant to the provisions of this Declaration, including, but not limited to, Section 6.4 below.

Section 1.18 "Bylaws" shall mean the Bylaws of the Association, which have or will be adopted by the Board, as such Bylaws may be amended from time to time.

Section 1.19 "Close of Escrow" shall mean the date on which a deed is Recorded conveying a Unit from Declarant to a Purchaser.

Section 1.20 "Common Elements" shall mean all portions of the Properties conveyed to and owned by the Association, and all Improvements thereon. Subject to the foregoing, Common Elements may include, without limitation: private main entryway gates for Properties; private entryway monumentation and entry landscaping areas for the Properties; Private Streets; sidewalks; perimeter walls, fences; common landscape and greenbelt areas; hardscape and parking areas (other than Garages); all water and sewer systems, lines and connections, from the boundaries of the Properties, to the boundaries of Units (but not including such internal lines and connections located inside Units); pipes, ducts, flues, chutes, conduits, wires, and other utility systems and installations (other than those located within a Unit, which outlets shall be a part of the Unit), and heating, ventilation and air conditioning, as installed by Declarant or the Association for common use (but not including HVAC which serves a single Unit exclusively). Common Elements shall constitute "Common Elements" with respect to this Community, as set forth in NRS § 116.017.

Section 1.21 "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including the actual and estimated costs of: maintenance, insurance, management, operation, repair and replacement of the Common Elements; painting over or removing graffiti on Exterior Walls/Fences, pursuant to Section 9.15 below; unpaid Special Assessments, and/or Capital Assessments; the costs of any commonly metered utilities and any other commonly metered charges for the Units, and Common Elements (including, but not necessarily limited to, the reasonably allocated costs of master water supply and master sewage disposal, if any, and costs of master trash pickup and disposal, if any); costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to the Manager, accountants, attorneys, consultants, and employees; costs of all utilities, landscaping, and other services benefiting the Properties; costs of fire, casualty and liability insurance, workers' compensation insurance, and any other insurance covering the Association, Common Elements, or Properties, or deemed prudent and necessary by the Board; costs of bonding the Board, Officers, Manager, or any other Person handling the funds of the Association; any statutorily required ombudsman fees; taxes paid by the Association (including, but not limited to, any and all unsegregated

or "blanket" real property taxes for all or any portions of the Properties); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Elements or Properties, or deemed prudent and necessary by the Board; costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Properties, for the benefit of the Owners; prudent reserves; and any other expenses for which the Association is responsible pursuant to this Declaration or pursuant to any applicable provision of NRS Chapter 116.

Section 1.22 "Community" shall mean a Common-Interest Community, as defined in NRS § 116.021, and a Planned Community, as defined in NRS § 116.075.

Section 1.23 "County" shall mean Clark County, Nevada.

Section 1.24 "Declarant" shall mean D. R. HORTON, INC., a Delaware corporation, and its successors and any Person(s) to which it shall have assigned any rights hereunder by express written and Recorded assignment (but specifically excluding Purchasers, as defined in NRS §116.079).

Section 1.25 "Declarant Control Period" shall have the meaning set forth in Section 3.7 below.

Section 1.26 "Declaration" shall mean this instrument as it may be amended from time to time. This Declaration is a "Supplemental Declaration" as such is defined in the Master Declaration.

Section 1.27 "Deed of Trust" shall mean a mortgage or deed of trust, as the case may be.

Section 1.28 "Director" shall mean a duly appointed or elected and current member of the Board of Directors.

Section 1.29 "Dwelling" shall mean a Residential Unit, designed and intended for use and occupancy as a residence by a single Family.

Section 1.30 "Eligible Holder," shall mean each Beneficiary, insurer and/or guarantor of a first Mortgage encumbering a Unit, which has filed with the Board a written request for notification as to relevant matters as specified in this Declaration.

Section 1.31 "Exclusive Use Areas" shall mean the entryways, and/or parking space(s), if any, other than Garages, shown as exclusive use areas on the Plat, and allocated exclusively to individual Units, together with such HVAC designed to serve a single Unit, but located outside of the Unit's boundaries. Use, maintenance, repair and replacement of Exclusive Use Areas shall be as set forth in this Declaration. Parking in designated areas shall be limited and governed pursuant to this Declaration, including, but not limited to, Sections 2.2, 2.17, and 10.18 below.

Section 1.32 "Exterior Wall(s)/Fence(s)" shall mean the exterior only face of Perimeter Walls/Fences (visible from public streets outside of and generally abutting the exterior boundary of the Properties).

Section 1.33 "Family" shall mean (a) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group of natural persons not all so related, but who maintain a common household in a Dwelling, all as subject to and in compliance with all applicable federal and Nevada laws and local health codes and other applicable Ordinances.

Section 1.34 "FHA" shall mean the Federal Housing Administration.

Section 1.35 "FHLMC" shall mean the Federal Home Loan Mortgage Corporation (also known as The Mortgage Corporation) created by Title II of the Emergency Home Finance Act of 1970, and any successors to such corporations.

Section 1.36 "Fiscal Year" shall mean the twelve (12) month fiscal accounting and reporting period of the Association selected from time to time by the Board.

Section 1.37 "FNMA" or "GNMA". FNMA shall mean the Federal National Mortgage Association, a government-sponsored private corporation established pursuant to Title VIII of the Housing and Urban Development Act of 1968, and any successors to such corporation. GNMA shall mean the Government National Mortgage Association administered by the United States Department of Housing and Urban Development, and any successors to such association.

Section 1.38 "Garage Component" or "Garage" shall mean a garage, as shown on the Plat and/or expressly designated by Declarant as a Garage, which is part of a designated Unit. Subject to Section 2.15 and other provisions of this Declaration and the Plat, the Garage Component shall mean a 3-dimensional figure (associated with a designated Unit), the horizontal and vertical dimensions of which are delineated on the Plat. A Garage Component shall not be deemed independently to constitute a Unit, but shall be a part of and appurtenant to a Unit as designated by Declarant pursuant to this Declaration.

Section 1.39 "Governing Documents" shall mean the Declaration, Articles, Bylaws, Plat, and the Rules and Regulations, (and, where applicable or required within the context, the Master Association Documents and/or LMA Association Documents) Any irreconcilable inconsistency among the Governing Documents shall be governed pursuant to Section 17.8 and 17.9, below.

Section 1.40 "HVAC" shall mean heating, ventilation, and/or air conditioning equipment and systems. HVAC, located on easements in Common Elements, which serve one Unit exclusively, shall constitute Exclusive Use Areas as to such Unit, pursuant to Sections 2.13 and 2.14, below.

Section 1.41 "Identifying Number", pursuant to NRS § 116.053, shall mean the number which identifies a Unit on the Plat.

Section 1.42 "Improvement" shall mean any structure or appurtenance thereto of every type and kind, whether above or below the land surface, located in the Properties, including but not limited to Triplex Buildings and other structures, walkways, sprinkler pipes, entry way, parking areas, walls, parking areas perimeter walls, hardscape, Private Streets, sidewalks, curbs, gutters, fences, screening walls, block walls, retaining walls, stairs, landscaping, hardscape features, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and so on.

Section 1.43 "Living Component" shall mean the portion of a Unit other than: (a) Garage Component, and (b) (if applicable) the Yard Component.

Section 1.44 "LMA Association" shall mean ARLINGTON RANCH LANDSCAPE MAINTENANCE ASSOCIATION, a Nevada non-profit corporation, its successors or assigns. The rights and duties of the LMA Association are as set forth in the LMA Declaration.

Section 1.45 "LMA Association Documents" (sometimes "LMA Governing Documents") shall mean the LMA Declaration, the LMA Association Articles of Incorporation and Bylaws, and the LMA Association Rules (if any).

Section 1.46 "LMA Property" shall mean the common elements, if any, owned by the LMA Association. LMA Property shall be subject to and governed by the LMA Association Documents.

Section 1.47 "LMA Declarant" shall mean the declarant under the LMA Declaration.

Section 1.48 "LMA Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for ARLINGTON RANCH Landscape Maintenance Association, Recorded by LMA Declarant, as the same from time to time may be amended and/or restated.

Section 1.49 "Manager" shall mean the Person, if any, whether an employee or independent contractor, hired as such by the Association, acting through the Board, and delegated the authority to implement certain duties, powers or functions of the Association as provided in this Declaration.

Section 1.50 "Master Association" shall mean the ARLINGTON RANCH NORTH MASTER ASSOCIATION, a Nevada non-profit corporation, and its successors or assigns. The rights and duties of the ARLINGTON RANCH NORTH Master Association are as set forth in the ARLINGTON RANCH NORTH Master Declaration.

Section 1.51 "Master Association Documents" (sometimes "Master Governing Documents") shall mean the ARLINGTON RANCH NORTH Master Declaration, the ARLINGTON RANCH NORTH Master Association Articles of Incorporation and Bylaws, and the ARLINGTON RANCH NORTH Master Association Rules (if any).

Section 1.52 "Master Association Property" shall mean the common elements, if any, owned by the Master Association. Master Association Property shall be subject to and governed by the Master Association Documents.

Section 1.53 "Master Community" shall mean the ARLINGTON RANCH NORTH Master Community, subject to the Master Declaration and other Master Association Documents.

Section 1.54 "Master Declarant" shall mean the declarant under the ARLINGTON RANCH NORTH Master Declaration.

Section 1.55 "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for ARLINGTON RANCH NORTH Master Association, Recorded by Master Declarant, as said instrument from time to time may be amended and/or restated.

Section 1.56 "Member," "Membership." "Member" shall mean any Person holding a membership in the Association, as provided in this Declaration. "Membership" shall mean the property, voting and other rights and privileges of Members as provided herein, together with the correlative duties and obligations, including liability for Assessments, contained in this Declaration and the Articles and Bylaws.

Section 1.57 "Module" shall mean and refer to each Module as designated as such on the Plat. The Module includes all land and improvements (whether now or hereafter associated within its boundaries). Each Module typically includes one each of the Residential Units numbered 1, 2, and 3, as shown on the Plat, including associated Garage Components, and (with respect to Units 2 and 3) Yard Components associated therewith.



Section 1.58 "Mortgage," "Mortgagee," "Mortgagor." "Mortgage" shall mean any unreleased mortgage or deed of trust or other similar instrument of Record, given voluntarily by an Owner, encumbering his or her Unit to secure the performance of an obligation or the payment of a debt, which will be released and reconveyed upon the completion of such performance or payment of such debt. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage." "Mortgage" shall not include any judgment lien, mechanic's lien, tax lien, or other similarly involuntary lien on or encumbrance of a Unit. The term "Mortgagee" shall mean a Person to whom a Mortgage is made and shall include the beneficiary of a Deed of Trust. "Mortgagor" shall mean a Person who mortgages his or her Unit to another (i.e., the maker of a Mortgage), and shall include the trustor of a Deed of Trust. "Trustor" shall be synonymous with the term "Mortgagor"; and "Beneficiary" shall be synonymous with "Mortgagee." For purposes of this Declaration, "first Mortgage" or "first Deed of Trust" shall mean a Mortgage or Deed of Trust with first priority over other mortgages or deeds of trust on a Unit in the Properties and "first Mortgagee" or "first Beneficiary" shall mean the holder of a first Mortgage or Beneficiary under a first Deed of Trust.

Section 1.59 "Notice and Hearing" shall mean written notice and a hearing before the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at Owner's expense, in the manner further provided in the Bylaws.

Section 1.60 "Officer" shall mean a duly elected or appointed and current officer of the Association.

Section 1.61 "Ordinance(s)" shall mean all applicable ordinances and rules of the County, and/or other applicable government with jurisdiction.

Section 1.62 "Original Property" shall mean that real property described on Exhibit "A" attached hereto and incorporated by this reference herein, which shall be the initial real property made subject to this Declaration, immediately upon the Recordation of this Declaration.

Section 1.63 "Owner" shall mean the Person or Persons, including Declarant, holding fee simple interest of Record to any Unit. The term "Owner" shall include sellers under executory contracts of sale, but shall exclude Mortgagees. Pursuant to Article 3 hereof, a vendee under an installment land sale contract shall be deemed an "Owner" hereunder, provided the Board has received written notification thereof, executed by both vendor and vendee thereunder.

Section 1.64 "Patio" shall mean a covered patio within a Yard Component. No Owner or Person other than Declarant (in its sole and absolute discretion) shall have any right to construct, or shall construct, a Patio.

Section 1.65 "Perimeter Wall(s)/Fence(s)" shall mean the walls and/or fences located generally around the exterior boundary of the Properties, constructed or to be constructed by or with the approval of Declarant.

Section 1.66 "Person" shall mean a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Section 1.67 "Plat" shall mean the final plat map of HIGH NOON AT ARLINGTON RANCH, on file in Book 115 of Plats, Page 21, in the Office of the County Recorder, Clark County, Nevada, and any and all other plat maps of the Community Recorded by Declarant, as said plat maps from time to time may be amended or supplemented of Record by Declarant.

Section 1.68 "Private Streets" shall mean all private streets, rights of way, street scapes, and vehicular ingress and egress easements in the Properties, shown as such on the Plat, which Private Streets shall be Common Elements.

Section 1.69 "Properties" shall mean all of the Original Property described in Exhibit "A," attached hereto, together with such portions of the Annexable Area, described in Exhibit "B" hereto, as may hereafter be annexed from time to time thereto pursuant to Article 15 of this Declaration.

Section 1.70 "Purchaser" shall have that meaning as provided in NRS § 116.079.

Section 1.71 "Record," "Recorded," "Filed," or "Recordation" shall mean, with respect to any document, the recordation of such document in the official records of the County Recorder of Clark County, Nevada.

Section 1.72 "Resident" shall mean any Owner, tenant or other person, who is physically residing in a Unit.

Section 1.73 "Residential Unit" shall mean a Unit, as set forth in Section 1.79, below.

Section 1.74 "Rules and Regulations" shall mean the rules and regulations, if any, adopted by the Board pursuant to the Declaration and Bylaws, as such Rules and Regulations from time to time may be amended.

Section 1.75 "Sight Visibility Restriction Areas" shall mean those areas, if any, which are or may be located on portions of Common Elements and/or Units, identified on the Plat as "Sight Visibility Restriction Easements," in which the height of landscaping and other sight restricting Improvements (other than official traffic control devices) shall be limited to the maximum permitted height as may be set forth on the Plat.

Section 1.76 "Triplex Building" shall mean each residential triplex building, housing the Living Components and Garage Components of three attached Residential Units within the Properties, as shown on the Plat.

Section 1.77 "Unit" or "Residential Unit" shall mean that residential portion of this Community to be separately owned by each Owner (as shown and separately identified as such on the Plat), and shall include all Improvements thereon. As set forth in the Plat, a Unit shall mean a 3-dimensional figure: (a) the horizontal boundaries of which are delineated on the Plat and are intended to terminate at the extreme outer limits of the Triplex Building envelope and include all roof areas, eaves and overhangs; and (b) the vertical boundaries of which are delineated on the Plat and are intended to extend from an indefinite distance below the ground floor finished flooring elevation to 50.00 feet above said ground floor finished flooring, except in those areas designated as Garage Components, which are detailed on the Plat. Each Residential Unit shall be a separate freehold estate (not owned in common with the other Owners of Units in the Module or Properties), as separately shown, numbered and designated in the Plat. Units shall include appurtenant Garage Components, and certain (presently, Units 2 and 3 in each Module), but not all Units shall include Yard Components. Declarant discloses that Declarant has no present intention for any Unit 1 in a Module to have any Yard Component. The boundaries of each Unit are set forth in the Plat, and include the above-described area and all applicable Improvements within such area, which may include, without limitation, bearing walls, columns, floors, roofs, foundations, footings, windows, central heating and other central services, pipes, ducts, flues, conduits, wires and other utility installations.

Section 1.78 "Units That May Be Created" shall mean the total "not to exceed" maximum number of aggregate Units within the Original Property and the Annexable Area (which Declarant has reserved the right, in its sole discretion, to create) (i.e., 342 Units), subject to Section 14.1(h) below. Such number shall not be increased without written consent of the Master Declarant.

Section 1.79 "VA" shall mean the United States Department of Veterans Affairs.

Section 1.80 "Yard Component" shall mean (typically with respect to Units 2 and 3 in each Module) a 3-dimensional figure lying outside of and contiguous to the Triplex Building in a Module, the vertical boundaries of each are identical to the Module, and the horizontal boundaries of which are as set forth on the Plat. Declarant does not presently intend to construct any Yard Component with respect to Unit 1 in any Module.

Any capitalized term not separately defined in this Declaration shall have the meaning ascribed thereto in applicable provision of NRS Chapter 116.

## **ARTICLE 2**

### **OWNERS' PROPERTY RIGHTS; EASEMENTS**

Section 2.1 Ownership of Unit; Owners' Easements of Enjoyment. Title to each Unit in the Properties shall be conveyed in fee to an Owner. Ownership of each Unit within the Properties shall include (a) a Residential Unit, (b) one Membership in the Association, and (c) any easements appurtenant to such Unit over the Common Elements as described in this Declaration, the Plat, and/or in the deed to the Unit. Each Owner shall have a non-exclusive right and easement of ingress and egress and of use and enjoyment in, to and over the Common Elements, including, but not limited to, Private Streets, which easement shall be appurtenant to and shall pass with title to the Owner's Unit, subject to the following:

(a) the right of the Association to reasonably limit the number of guests and tenants an Owner or his or her tenant may authorize to use the Common Elements;

(b) the right of the Association to establish uniform Rules and Regulations regarding use, maintenance and/or upkeep of the Common Elements and to amend same from time to time (such Rules and Regulations may be amended upon a majority vote of the Board), provided that such Rules and Regulations shall not irreconcilably conflict with this Declaration or the other Governing Documents;

(c) the right of the Association in accordance with the Declaration, Articles and Bylaws, with the vote of at least two-thirds (2/3) of the voting power of the Association and a majority of the voting power of the Board, to borrow money for the purpose of improving or adding to the Common Elements, and, in aid thereof, and subject further to the Mortgagee protection provisions of Article 13 of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Mortgagee shall be subordinated to the rights of the Owners;

(d) subject to any and all applicable provisions of the Master Declaration, and subject further to the voting and approval requirements set forth in Subsection 2.1(c) above, and the provisions of Article 13 of this Declaration, the right of the Association to dedicate, release, alienate, transfer or grant easements, licenses, permits and rights of way in all or any portion of the Common Elements to any public agency, authority, utility or other Person for such purposes and subject to such conditions as may be agreed to by the Members;

(e) subject to the provisions of Article 14 hereof, the right of Declarant and its sales agents, representatives and prospective Purchasers, to the non-exclusive use of the Common Elements, without cost, for access, ingress, egress, use and enjoyment, in order to show and dispose of the Properties and/or any other development(s), until the last Close of Escrow for the marketing and/or sale of a Unit in the Properties or such other development(s); provided, however, that such use shall not unreasonably interfere with the rights of enjoyment of the other Owners as provided herein;

(f) the other easements, and rights and reservations of Declarant as set forth in Article 14 and elsewhere in this Declaration;

(g) the right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Elements in accordance with the original design, finish or standard of construction of such Improvement, or of the general Improvements within the Properties, as the case may be; and if not materially in accordance with such original design, finish or standard of construction, only with the vote or written consent of Owners holding seventy-five percent (75%) of the voting power of the Association, and the vote or written consent of a majority of the voting power of the Board, and the approval of a majority of the Eligible Holders;

(h) the right of the Association, acting through the Board, to replace destroyed trees or other vegetation and to plant trees, shrubs and other ground cover upon any portion of the Common Elements;

(i) the right of the Association, acting through the Board, to place and maintain upon the Common Elements such signs as the Board reasonably may deem appropriate for the identification, marketing, advertisement, sale, use and/or regulation of the Properties or any other project of Declarant;

(j) the right of the Association, acting through the Board, to reasonably restrict access to and use of portions of the Common Elements;

(k) the right of the Association, acting through the Board, to reasonably suspend voting rights and to impose fines as Special Assessments, and to suspend the right of an Owner and/or Resident to use Common Elements, for nonpayment of any Assessment levied by the Association against the Owner's Unit, or if an Owner or Resident is otherwise in breach of obligations imposed under the Governing Documents;

(l) the obligation of all Owners to observe "quiet hours" in the Common Elements, during the hours of 10:00 p.m. until 7:00 a.m. (or such other hours as shall be reasonably established from time to time by the Board in advance) during which "quiet hours," loud music, loud talking, shouting, and other loud noises shall not be permitted (whether inside or outside a Living Component, Garage Component, and/or Yard Component, or on Common Elements);

(m) the right of all Owners to similarly use and enjoy the Common Elements, subject to the Governing Documents;

(n) the exclusive rights of individual Units (and the Owners thereof) with regard to Limited Common Elements, as set forth in this Declaration;

(o) the obligations and covenants of Owners as set forth in Article 9 and elsewhere in this Declaration;

- (p) the use restrictions set forth in Article 10 and elsewhere in this Declaration;
- (q) the easements reserved in this Declaration, including, but not necessarily limited to, the easements reserved in various sections of this Article 2, and/or any other provision of this Declaration; and
- (r) the restrictions, prohibitions, limitations, and/or reservations set forth in this Declaration.

Section 2.2 Easements for Parking. Subject to the use restrictions set forth in Article 10, below, the Association, through the Board, is hereby empowered to establish "parking" and/or "no parking" areas within the Common Elements, to accommodate ordinary and reasonable guest parking, and to establish Rules and Regulations governing such parking and to reasonably enforce such parking limitations and rules (by all means which would be lawful for such enforcement on public streets), including the removal of any violating vehicle by those so empowered, at the expense of the Owner of the violating vehicle. If any temporary guest or recreational parking is permitted within the Common Elements, such parking shall be permitted only within any spaces and areas clearly marked for such purpose. Without limiting the foregoing, no vehicle may be parked in the same Association parking space for more than two consecutive days, and no Association parking space may be used for any storage purpose whatsoever.

Section 2.3 Easements for Vehicular and Pedestrian Traffic. In addition to the general easements for use of the Common Elements reserved herein, there are hereby reserved to Declarant and all future Owners, and each of their respective agents, employees, guests, invitees and successors, non-exclusive, appurtenant easements for vehicular and pedestrian traffic over the private main entry gate area and all Private Streets and common walkways within the Properties, subject to the parking provisions set forth in Section 2.2, above, and the use restrictions set forth in Article 10, below.

Section 2.4 Easement Right of Declarant Incident to Construction, Marketing and/or Sales Activities. An easement is hereby reserved by and granted to Declarant, its successors and assigns, and their respective officers, managers, employees, agents, contractors, sales representatives, prospective purchasers of Units, guests, and other invitees, for access, ingress, and egress over, in, upon, under, and across the Properties, including Common Elements, including but not limited to the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incidental to Declarant's use development, advertising, marketing and/or sales related to the Properties, or any portions thereof, or any other project of Declarant; provided, however, that no such rights or easements shall be exercised by Declarant in such a manner as to interfere unreasonably with the occupancy, use, enjoyment, or access by any Owner, his Family, guests, or invitees, to or of that Owner's Unit, or the Common Elements. The easement created pursuant to this Section 2.4 is subject to the time limit set forth in Section 14.1(a) hereof. Without limiting the generality of the foregoing, until such time as the Close of Escrow of the last Unit in the Properties, Declarant reserves the right to control any and all entry gate(s) to the Properties, and neither the Association nor any one or more of the Owners shall at any time or in any way, without the prior written approval of Declarant in its discretion, cause any entry gate in the Properties to be closed during Declarant's marketing or sales hours (including on weekends and holidays), or shall in any other way impede, hinder, obstruct, or interfere with Declarant's marketing, sales, and/or construction activities.

Section 2.5 Easements for Public Service Use. In addition to the foregoing easements over the Common Elements, there shall be and Declarant hereby reserves and covenants for itself and all future Owners within the Properties, easements for: (a) placement, use, maintenance and/or

replacement of any fire hydrants on portions of Common Elements, and other purposes regularly or normally related thereto; and (b) local governmental, state, and federal public services, including but not limited to, the right of postal, law enforcement, and fire protection services and their respective employees and agents, to enter upon any part of the Common Elements or any Unit, for the purpose of carrying out their official duties.

Section 2.6 Easements for Water, Sewage, Utility and Irrigation Purposes. In addition to the foregoing easements, there shall be and Declarant hereby reserves and covenants for itself, the Association, and all future Owners within the Properties, easements reasonably upon, over and across Common Elements and portion of Units, for installation, maintenance, repair and/or replacement of public and private utilities, electric power, telephone, cable television, water, sewer, and gas lines and appurtenances (including but not limited to, the right of any public or private utility or mutual water and/or sewage district, of ingress or egress over the Common Elements and portions of Units; and easements for purposes of reading and maintaining meters, and using and maintaining any fire hydrants located on the Properties). There is hereby created a blanket easement in favor of Declarant and the Association upon, across, over, and under all Units and the Common Elements, for the installation, replacement, repair, and maintenance of utilities (including, but not limited to, water, sewer, gas, telephone, electricity, "smart" data cabling, if any, and master and cable television systems, if any), provided that said easement shall not extend beyond, across, over, or under any structure located on any Unit. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances in the Properties and to install, repair, and maintain water, sewer and gas pipes, electric, telephone and television wires, circuits, conduits and meters. Notwithstanding anything to the contrary contained in this Section, no sewer, electric, water or gas lines or other utilities or service lines may be installed or relocated within the Properties until the Close of Escrow of the last Unit in the Properties, except as approved by Declarant. This easement shall in no way affect any other Recorded easements in the Properties. There is also hereby reserved to Declarant during such period the non-exclusive right and power to grant such specific easements as may be necessary in the sole discretion of Declarant in connection with the orderly development of any property in the Properties. Any damage to a Unit resulting from the exercise of the easements described in this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant thereof. Declarant further reserves and covenants for itself and the Association, and their respective agents, employees and contractors, easements over the Common Elements and all Units, for the control, installation, maintenance, repair and replacement of water and/or sewage lines and systems for watering or irrigation of any landscaping on, and/or sewage disposal from or related to Common Elements. In the event that any utility exceeds the scope of this or any other easement reserved in this Declaration, and causes damage to property, the Owner of such property shall pursue any resultant claim against the offending utility, and not against Declarant or the Association. Without limiting the foregoing, each Owner acknowledges that there will be only one sewer lateral servicing each three attached Residential Units, and that the backflow preventor and sewer cleanout for all of the Residential Units in a Triplex Building may be located in the Garage of one of the Residential Units. In the event that such backflow preventor or sewer cleanout is so located, the Owner of such Garage shall provide the Owners and/or Residents of the other two Units in the Module with reasonable rights and access within such Garage as may be necessary to reasonably use and maintain and repair such devices. In the event "emergency" access to or over a Garage is reasonably necessary, and the Owner of the Garage cannot reasonably be contacted, the Association shall have an easement over and upon such Garage, to reasonably remediate such "emergency" condition.

Section 2.7 Additional Reservation of Easements. Declarant hereby expressly reserves for the benefit of each Owner and his or her Unit, reciprocal, non-exclusive easements over the adjoining Unit(s), for the support, control, maintenance and repair of the Owner's Unit and the utilities serving such Unit. Declarant further expressly reserves, for the benefit of all of the real property in the Properties, and for the benefit of all of the Units, the Association and the Owners, reciprocal, non-exclusive easements over all Units and the Common Elements, for the control, installation, maintenance and repair of utility services and drainage facilities serving any portion of the Properties (which may be located on portions of Units), for drainage of water resulting from the normal use thereof or of neighboring Units and/or Common Elements, for the inspection, painting, any required customer service work and/or maintenance and/or repair of those Exclusive Use Areas for which the Association is expressly responsible pursuant to this Declaration, and for painting, maintenance and repair of any Unit or portion thereof, pursuant to the Declaration. In the event that any utility or third Person exceeds the scope of any easement pertaining to the Properties, and thereby causes bodily injury or damage to property, the injured or affected Owner or Resident shall pursue any and all resultant claims against the offending utility or third Person, and not against Declarant or the Association. In the event of any minor encroachment of a Unit (including Yard Component, if applicable) upon the Common Elements (or vice versa), or other Unit, as a result of initial construction, or as a result of reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for minor encroachment and for the maintenance of the same shall exist, so long as the minor encroachment exists. Declarant and each Owner of a Unit, shall have an easement appurtenant to such Unit over the Unit line to and over the adjacent Unit and/or adjacent Common Elements, for the purposes of accommodating any natural movement or settling of any Unit, any encroachment of any Unit due to minor engineering or construction variances, and any encroachment of eaves, roof overhangs, patio walls and architectural features comprising parts of the original construction of any Unit. Declarant further reserves (a) a non-exclusive easement on and/or over the Properties, and all portions thereof (including Common Elements and Units), for the benefit of Declarant and its agents and/or contractors, for any inspections and/or required repairs, and (b) a non-exclusive easement on and/or over the Properties, and all portions thereof (including Common Elements and Units), for the benefit (but not the obligation) of Declarant, the Association, and their respective agents, contractors, and/or any other authorized party, for the maintenance and/or repair of any and all landscaping and/or other Improvements located on the Common Elements and/or Units.

Section 2.8 Encroachments. The physical boundaries of an existing Unit (including Yard Component, if applicable), or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than any metes and bounds expressed in the Plat or in an instrument conveying, granting or transferring a Unit, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Plat or reflected in the instrument of grant, assignment or conveyance and the actual boundaries existing from time to time.

Section 2.9 Easement Data. The Recording data for all easements and licenses reserved pursuant to the terms of this Declaration is the same as the Recording data for this Declaration. The Recording data for any and all easements and licenses shown on and created by the Plat is the same as the Recording data for the Plat.

Section 2.10 Owners' Right of Ingress and Egress. Each Owner shall have an unrestricted right of ingress and egress to his, Unit reasonably over and across the Common Elements, which right shall be appurtenant to the Unit, and shall pass with any transfer of title to the Unit.

Section 2.11 No Transfer of Interest in Common Elements. No Owner shall be entitled to sell, lease, encumber, or otherwise convey (whether voluntarily or involuntarily) his interest in any of the



Common Elements, or in any part of the component interests which comprise his Unit, except in conjunction with a conveyance of his Unit. No transfer of Common Elements, or any interest therein, shall deprive any Unit of its rights of access. Any attempted or purported transaction in violation of this provision shall be void and of no effect.

Section 2.12 Ownership of Common Elements. Title to the Private Streets and other Common Elements shall be conveyed to and held by the Association; provided that each Owner, by virtue of Membership in the Association, shall be entitled to non-exclusive use and enjoyment of the Private Streets and other Common Elements, subject to the Governing Documents. The Association shall own the Common Elements. Except as otherwise limited in this Declaration, each Owner shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, without hindering or encroaching upon the lawful rights of the other Owners, which right shall be appurtenant to and run with the Unit.

Section 2.13 Exclusive Use Areas. Each Owner of a Unit shall have an exclusive easement for the use of the entry designed for the sole use of said Unit, as an Exclusive Use Area, appurtenant to the Unit. The foregoing easements shall not entitle an Owner to construct anything or to change any structural part of the easement area. Certain HVAC serving one Unit exclusively are also Exclusive Use Areas, as set forth in Section 2.14 below.

Section 2.14 HVAC. Easements are hereby reserved for the benefit of each Unit, Declarant, and the Association, for the purpose of maintenance, repair and replacement of any heating, ventilation, and/or air conditioning and/or heating equipment and systems ("HVAC") located in the Common Elements; provided, however, that no HVAC shall be placed in any part of the Common Elements other than its original location as installed by Declarant, unless the approval of the Board is first obtained. Notwithstanding the foregoing or any other provision in this Declaration, any HVAC which is physically located within the Common Elements, but which serves an individual Unit exclusively, shall constitute an Exclusive Use Area as to the Unit exclusively served by such HVAC, and the Owner of the Unit (and not the Association) shall have the duty, at the Owner's cost, to maintain, repair and replace, as reasonably necessary, the HVAC serving the Unit, subject to the original appearance and condition thereof as originally installed by Declarant, subject to ordinary wear and tear. Notwithstanding the foregoing, concrete pads underneath HVAC shall not constitute part of HVAC, but shall be deemed to be Common Elements.

Section 2.15 Garages. Declarant shall convey fee title to Garages, as part of Residential Units to which appurtenant, to Owners, provided that each such Garage shall be deemed to be appurtenant to the designated Unit, and shall not be deemed to independently constitute a Unit. The boundaries and dimensions of a Garage Component shall be as set forth in the Plat, and are subject to the boundaries and dimensions of the staircase (if applicable) and other portions of the adjoining Residential Unit; provided that maintenance and repair obligations related thereto shall be as set forth in Section 9.3(a), below. Upon conveyance of a Garage by Declarant to a Purchaser in fee, the Garage shall be deemed forever after to be an inseparable part of the Unit to which appurtenant. In no event shall the Garage thereafter be conveyed, encumbered, or released from any lien except in conjunction with, and as an integral part of, the conveyance, encumbrance, or release of said Unit. Any purported conveyance, encumbrance, or release of a Garage, separate from the entire Unit, shall be void and of no effect. Each Owner of a Garage Component shall have an easement over the walls and ceiling of the neighboring Residential Unit 1 adjacent to such Garage Component for the purpose of attaching screws, fasteners, fixtures, shelves, cabinets and garage door openers to the walls and ceilings of the Garage Component, and shall have an easement over portions of the adjoining Residential Unit for purposes of reasonable access to and maintenance and repair of electrical, sewer, and other utility lines



servicing such Garage Component. Without limiting the foregoing, each Owner of a Residential Unit shall have an easement over the adjoining Garage Component for purposes of reasonable access to and maintenance and repair of the staircase or upstairs area, or electrical, sewer, and other utility lines, and sewer cleanouts, servicing or related to such Residential Unit. Additionally, each Owner of a Unit 2 and/or Unit 3 within a Triplex Building shall have an easement over the portions of Unit 1 immediately surrounding the Garage Component in Unit 2 and/or Unit 3, for reasonable usage thereof. The easement rights set forth in this Section are subject to the restrictions set forth in Article 10 (including, but not limited to, restrictions pertaining to "noise", "nuisance", and "vibrations").

Section 2.16 Driveway Areas. No parking shall be permitted in any driveway area (provided that temporary loading and unloading may be permitted on an occasional basis), unless specifically approved in advance and in writing by the Board, and then subject to: (a) Section 10.18 below, (b) any limitations or prohibitions imposed by Declarant in its sole discretion pursuant to Section 14.1 below, and/or (c) the Rules and Regulations. Neither Declarant nor the Association (nor any officer, manager, agent, or employee respectively thereof) shall be liable for damage to or theft of any vehicle or any contents thereof.

Section 2.17 Cable Television. Each Owner, by acceptance of a deed to his Unit, acknowledges and agrees that, in the event Declarant has pre-wired and installed a complete cable television system ("CATV") within the Unit (including, but not limited to, cable television outlets for the Unit), such CATV system and all components as so installed, shall not constitute the property of the Owner, but shall be the sole property of Declarant or Master Declarant (or, at their option, of a cable company selected thereby), and there shall be, and hereby is, reserved a non-exclusive easement in gross on, over, under or across the Unit for purposes of installation and maintenance of such cable television equipment, for the benefit of Declarant, Master Declarant, or such other cable company as may be selected respectively thereby. Without limiting the foregoing, Declarant or the Association may, but are in no way obligated to, provide a master antenna or cable television antenna for use of all or some Owners, and, in such event, Declarant may grant easements for maintenance of any such master or cable television service.

Section 2.18 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Unit or other property owned by said Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Elements, or any facilities respectively thereon, or by abandonment of his Unit or any other property in the Properties.

Section 2.19 Alteration of Units. Declarant reserves the right to change the interior design and arrangement of any Unit and to alter the boundaries between Units (including Garage Components and/or Yard Components, if applicable), so long as Declarant owns the Units (or Garage Component or Yard Component) so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements.

Section 2.20 Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of each Unit. If any taxes or similar assessments of any Owner may, in the opinion of the Association, become a lien on the Common Elements, or any part thereof, they may be paid by the Association as a Common Expense or paid by the Association and levied against such Owner as a Special Assessment.

Section 2.21 Additional Provisions for Benefit of Handicapped Persons. To the extent required by applicable law, provisions of the Governing Documents, and policies, practices, and services, shall be reasonably accommodated to afford handicapped Residents with equal opportunity to use and enjoy their Dwellings. Pursuant to the foregoing, Declarant may cause to be installed certain

handrails or other accommodations for the benefit of handicapped Residents, on or within areas appurtenant or proximate to certain Units, or other areas of the Properties, as may be deemed by Declarant to be reasonably necessary. Handrails in portions of driveway areas or other areas which pertain to certain designated Units shall be Exclusive Use Areas appurtenant to such Units. To the extent required by applicable law, the Association shall reasonably accommodate handicapped Residents, to afford such Residents equal opportunity to use and enjoy their Dwellings, and the Association shall permit handicapped Residents to make reasonable modifications to their living areas which are necessary to enable them to have full enjoyment of the premises. The Association shall comply with all applicable laws prohibiting discrimination against any person in the provision of services or facilities in connection with a Dwelling because of a handicap of such person. In the event of irreconcilable conflict between applicable law and any provision of the Governing Documents, applicable law shall prevail, and the Association shall not adhere to or enforce any provision of the Governing Documents which irreconcilably contravenes applicable law. Installation by Declarant of handrails in driveway areas (or installation by Declarant of other devices to reasonably accommodate handicapped Residents in other areas of the Properties) shall raise absolutely no inference that such devices are in any regard "standard" or that they will or may be installed with respect to all or any other Units or all or any other areas of the Properties.

Section 2.22 Avigation Easements. Declarant hereby reserves, for itself, and/or for the Association, for the Master Declarant, and/or for the Master Association, the unilateral right to grant avigation easements over Common Elements, to applicable governmental entity or entities with jurisdiction; and each Owner hereby covenants to sign such documents and perform such acts as may be reasonably required to effectuate the foregoing.

Section 2.23 Hose Bib Spaces. Certain parking spaces ("Hose Bib Spaces") are or may be located within or nearby High Noon and/or the neighboring communities of First Light and/or Twilight, and are intended for use by all Residents within the Master Community in connection with washing of their vehicles at Hose Bib Spaces located within the Master Association. Such Hose Bib Spaces are intended for use and enjoyment by all Residents of the ARLINGTON RANCH NORTH Master Community, and all Residents of the Master Community shall have an easement of reasonable access to and from, and use and enjoyment of, such Hose Bib Spaces for their intended purpose.

Section 2.24 Master Metered Water. Water (and/or sewage) for Common Elements and Units (including, but not limited to, Limited Components and Yard Components) at High Noon shall or may be master metered at the Master Community level, and master water (and/or master sewage, if applicable) allocated to Units within High Noon and the adjacent community of First Light. Periodic water (and or sewage) costs allocable to each Unit shall be paid by the Owner of said Unit, regardless of level or period of occupancy (or vacancy) and regardless of whether or not the Unit has an appurtenant Yard Component.

Section 2.25 Prohibition of Ownership of Multiple Units Within a Triplex Building. Notwithstanding any other provision herein, to the maximum extent allowed by applicable law, the following provisions of this Section 2.25 shall apply and be enforced. Ownership and/or occupancy by the same Person or such Owner and any Family member of more than one Unit within the same Triplex Building shall be strictly prohibited. In the event the same Person or Family should be found to own and/or occupy more than one Unit within the same Triplex Building, then such Person or Family shall be required to immediately divest ownership and/or terminate occupancy of such extra Unit(s) so that such Person and Family shall own and/or occupy no more than one Unit per Triplex Building. A Person or Family violating this Section 2.25 shall submit to the jurisdiction of a Court of competent jurisdiction, and shall not oppose any application by the Association or Declarant for a temporary restraining order, preliminary injunction, and/or permanent injunction, to enforce this Section 2.25, and/or to prohibit any

violation hereof, and such Person and/or Family shall pay all related attorneys' fees and costs of the Association and/or Declarant incurred in connection with enforcement of this Section 2.25.

**ARTICLE 3**  
**HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION**

Section 3.1 Organization of Association. The Association is, or shall be, by not later than the date the first Unit is conveyed to a Purchaser, incorporated under the name of HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION, or similar name, as a non-profit corporation, pursuant to NRS Chapter 82. Upon dissolution of the Association, the assets of the Association shall be disposed of as set forth in the Governing Documents, and in compliance with applicable Nevada law.

Section 3.2 Duties, Powers and Rights. Duties, powers and rights of the Association are those set forth in this Declaration, the Articles and Bylaws, together with its general and implied powers as a non-profit corporation, generally to do any and all things that a corporation organized under the laws of the State of Nevada may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, including any applicable powers set forth in NRS § 116.3102, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents, or in any applicable provision of NRS Chapter 116. The Association shall make available for inspection at its office by any prospective purchaser of a Unit, any Owner, and any Eligible Holders, during regular business hours and upon reasonable advance notice, current copies of the Governing Documents and all other books, records, and financial statements of the Association.

Section 3.3 Membership. Each Owner (including Declarant, by virtue of owning title to any Unit), upon acquiring title to a Unit, shall automatically become a Member of the Association, and shall remain a Member until such time as his or her ownership of the Unit ceases, at which time, his or her membership in the Association shall automatically cease. Membership shall not be assignable, except to the Person to whom title to the Unit has been transferred, and each Membership shall be appurtenant to, and may not be separated from, fee ownership of the Unit. Ownership of such Unit shall be the sole qualification for Membership, and shall be subject to the Governing Documents.

Section 3.4 Transfer of Membership. The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Unit, and then only to the purchaser or Mortgagee of such Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. An Owner who has sold his or her Unit to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser said Owner's Membership rights. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and Assessments attributable to his or her Unit until fee title to the Unit sold is transferred. If any Owner should fail or refuse to transfer his or her Membership to the purchaser of such Unit upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. Until evidence of such transfer (which may, but need not necessarily be, a copy of the Recorded deed of transfer) first has been presented to the reasonable satisfaction of the Board, the purchaser shall not be entitled to vote at meetings of the Association, unless the purchaser shall have a valid proxy from the seller of said Unit, pursuant to Section 4.6, below. The Association may levy a reasonable transfer fee against a new Owner and his or her Unit (which fee shall be added to the Annual Assessment chargeable to such new Owner) to reimburse the Association for the administrative cost of transferring the Membership to the new Owner on the records of the Association. The new Owner shall, if requested by the Board or Manager, timely attend an orientation

to the Community and the Properties, conducted by an Association Officer or the Manager, and will be required to pay any costs related to obtaining entry gate keys and/or remote controls, if not obtained from the prior Owner at Close of Escrow.

Section 3.5 Articles and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Articles and Bylaws, including any reasonable provisions with respect to corporate matters; but in the event that any such provisions may be, at any time, inconsistent with any provisions of this Declaration, the provisions of this Declaration shall govern. The Bylaws shall provide:

- (a) the number of Directors (subject to Section 3.6 below) and the titles of the Officers;
- (b) for election by the Board of an Association president, treasurer, secretary and any other Officers specified by the Bylaws;
- (c) the qualifications, powers and duties, terms of office and manner of electing and removing Directors and Officers, and filling vacancies;
- (d) which, if any, respective powers the Board or Officers may delegate to other Persons or to a Manager;
- (e) which of the Officers may prepare, execute, certify and record amendments to the Declaration on behalf of the Association;
- (f) procedural rules for conducting meetings of the Association; and
- (g) a method for amending the Bylaws.

Section 3.6 Board of Directors.

(a) The affairs of the Association shall be managed by a Board of three (3) Directors, all of whom (other than Directors appointed by Declarant pursuant to Section 3.7 below) must be Members of the Association. In accordance with the provisions of Section 3.7 below, upon the formation of the Association, Declarant shall appoint the Board. The Board may act in all instances on behalf of the Association, except as otherwise may be provided in the Governing Documents or any applicable provision of NRS Chapter 116 or other applicable law. The Directors, in the performance of their duties, are fiduciaries, and are required to exercise the ordinary and reasonable care of directors of a corporation, subject to the business-judgment rule. Notwithstanding the foregoing, the Board may not act on behalf of the Association to amend the Declaration, to terminate the Community, or to elect Directors or determine their qualifications, powers and duties or terms of office, provided that the Board may fill vacancies in the Board for the unexpired portion of any term. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by Declarant. If a Director is sued for liability for actions undertaken in his or her role as a Director, the Association shall indemnify him for his losses or claims, and shall undertake all costs of defense, unless and until it is proven that the Director acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the costs of defense, and may recover, from the Director who so acted, costs already expended. Directors are not personally liable to the victims of crimes occurring within the

Properties. Punitive damages may not be recovered against Declarant or the Association, subject to applicable Nevada law. An officer, employee, agent or director of a corporate Owner, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, or a fiduciary of an estate that owns a Unit, may be an Officer or Director. In every event where the person serving or offering to serve as an Officer or Director is not a record Owner, he shall file proof of authority in the records of the Association. No Director shall be entitled to delegate his or her vote on the Board, as a Director, to any other Director or any other Person; and any such attempted delegation of a Director's vote shall be void. Each Director shall serve in office until the appointment (or election, as applicable) of his or her successor.

(b) The term of office of a Director shall not exceed two (2) years. A Director may be elected to succeed himself or herself. Following the Declarant Control Period, elections for Directors (whose terms are expiring) must be held at the Annual Meeting, as set forth in Section 4.3 below.

(c) A quorum is deemed present throughout any Board meeting if Directors entitled to cast fifty percent (50%) of the votes on that Board are present at the beginning of the meeting.

Section 3.7 Declarant's Control of Board. During the period of Declarant's control ("Declarant Control Period"), as set forth below, Declarant at any time, with or without cause, may remove or replace any Director appointed by Declarant. Directors appointed by Declarant need not be Owners. Declarant shall have the right to appoint and remove the Directors, subject to the following limitations:

(a) Not later than sixty (60) days after conveyance from Declarant to Purchasers of twenty-five percent (25%) of the Units That May Be Created, at least one Director and not less than twenty-five percent (25%) of the total Directors must be elected by Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance from Declarant to Purchasers of fifty percent (50%) of the Units That May Be Created, not less than one-third of the total Directors must be elected by Owners other than Declarant.

(c) The Declarant Control Period shall terminate on the earliest of: (i) sixty (60) days after conveyance from Declarant to Purchasers of seventy-five percent (75%) of the Units That May Be Created; (ii) five (5) years after Declarant has ceased to offer any Units for sale in the ordinary course of business; or (iii) five (5) years after any right to annex any portion of the Annexable Area was last exercised pursuant to Article 15 hereof.

Section 3.8 Control of Board by Owners. Subject to and following the Declarant Control Period: (a) the Owners shall elect a Board of at least three (3) Directors, and (b) the Board may fill vacancies in its membership (e.g., due to death or resignation of a Director), subject to the right of the Owners to elect a replacement Director, for the unexpired portion of any term. After the Declarant Control Period, all of the Directors must be Owners, and each Director shall, within ninety (90) days of his appointment or election, certify in writing that he is an Owner and has read and reasonably understands the Governing Documents and applicable provisions of NRS Chapter 116 to the best of his or her ability. The Board shall elect the Officers, all of whom (after the Declarant Control Period) must be Owners and Directors. The Owners, upon a two-thirds (2/3) affirmative vote of all Owners present and entitled to vote at any Owners' meeting at which a quorum is present, may remove any Director(s) with or without cause; provided, however that any Director(s) appointed by Declarant may only be removed by Declarant.

Section 3.9 Election of Directors. Not less than thirty (30) days before the preparation of a ballot for the election of Directors, which shall normally be conducted at an Annual Meeting, the Association Secretary or other designated Officer shall cause notice to be given to each Owner of his eligibility to serve as a Director. Each Owner who is qualified to serve as a Director may have his name placed on the ballot along with the names of the nominees selected by the Board or a nominating committee established by the Board. The Association Secretary or other designated Officer shall cause to be sent prepaid by United States mail to the mailing address of each Unit within the Community or to any other mailing address designated in writing by the Unit Owner, a secret ballot and a return envelope. Election of Directors must be conducted by secret written ballot, for so long as so required by applicable Nevada law, with the vote publicly counted (which counting may be done as the meeting agenda progresses).

Section 3.10 Board Meetings.

(a) A Board meeting must be held at least once every 90 days. Except in an emergency, the Secretary or other designated Officer shall, not less than 10 days before the date of a Board meeting, cause notice of the meeting to be given to the Owners. Such notice must be: (1) sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner; or (2) published in a newsletter or other similar publication circulated to each Owner. In an emergency, the Secretary or other designated Officer shall, if practicable, cause notice of the meeting to be sent prepaid by United States mail to the mailing address of each Unit. If delivery of the notice in this manner is impracticable, the notice must be hand-delivered to each Unit within the Community or posted in a prominent place or places within the Common Elements.

(b) As used in this Section 3.10, "emergency" means any occurrence or combination of occurrences that: (1) could not have been reasonably foreseen; (2) affects the health, welfare and safety of the Owners; (3) requires the immediate attention of, and possible action by, the Board; and (4) makes it impracticable to comply with regular notice and/or agenda provisions.

(c) The notice of the Board meeting must state the time and place of the meeting and include a copy of the agenda for the meeting (or the date on which and the locations where copies of the agenda may be conveniently obtained by Owners). The notice must include notification of the right of an Owner to: (1) have a copy of the minutes or a summary of the minutes of the meeting distributed to him upon request (and, if required by the Board, upon payment to the Association of the cost of making the distribution), and (2) speak to the Association or Board, unless the Board is meeting in Executive Session.

(d) The agenda of the Board meeting must comply with the provisions of NRS § 116.3108.3. The period required to be devoted to comments by Owners and discussion of those comments must be scheduled for the beginning of each meeting. In an emergency, the Board may take action on an item which is not listed on the agenda as an item on which action may be taken.

(e) At least once every 90 days, the Board shall review at one of its meetings: (1) a current reconciliation of the Operating Fund (as defined in Section 6.2 below); (2) a current reconciliation of the Reserve Fund (as defined in Section 6.3 below); (3) the actual deposits and withdrawals for the Reserve Fund, compared to the Reserve Budget for the current year; (4) the latest account statements prepared by the financial institutions in which the accounts of the Association are maintained; (5) an income and expense statement, prepared on at least a quarterly basis, for the Operating Fund and Reserve Fund; and (6) the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.



(f) The minutes of a Board meeting must be made available to Owners in accordance with NRS § 116.3108.5.

Section 3.11 Attendance by Owners at Board Meetings; Executive Sessions. Owners are entitled to attend any meeting of the Board (except for Executive Sessions) and may speak at such meeting, provided that the Board may establish reasonable procedures and reasonable limitations on the time an Owner may speak at such meeting. The period required to be devoted to comments by Owners and discussion of those comments must be scheduled for the beginning of each meeting. Owners may not attend or speak at an Executive Session, unless the Board specifically so permits. An "Executive Session" is an executive session of the Board (which may be a portion of a Board meeting), designated as such by the Board in advance, for the sole purpose of:

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

(b) discussing Association personnel matters of a sensitive nature; or

(c) discussing any violation ("Alleged Violation") of the Governing Documents (including, without limitation, the failure to pay an Assessment) alleged to have been committed by an Owner ("Involved Owner") (provided that the Involved Owner shall be entitled to request in writing that such hearing be conducted by the Board in open meeting, and provided further that the Involved Owner may attend such hearing and testify concerning the Alleged Violation, but may be excluded by the Board from any other portion of such hearing, including, without limitation, the Board's deliberation).

No other matter may be discussed in Executive Session. Any matter discussed in Executive Session must be generally described in the minutes of the Board meeting, provided that the Board shall maintain detailed minutes of the discussion of any Alleged Violation, and, upon request, shall provide a copy of said detailed minutes to the Involved Owner or his designated representative.

Section 3.12 Election of One District Director to Master Association Board. Subject to Master Declarant's control of the Master Association Board, as set forth in Section 3.7 of the Master Declaration, the Members of High Noon at ARLINGTON RANCH Homeowners Association shall elect one (1) District Director to the Master Association Board, pursuant to Article 4 (including, but not limited to, Section 4.3) of the Master Declaration.

#### **ARTICLE 4**

##### **OWNERS' VOTING RIGHTS; MEMBERSHIP MEETINGS**

Section 4.1 Owners' Voting Rights. Subject to the following provisions of this Section 4.1, and to Section 4.6 below, each Member shall be entitled to cast one (1) vote for each Unit owned. In the event that more than one Person holds fee title to a Unit ("co-owners"), all such co-owners shall be one Member, and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed. Where no voting co-owner is designated, or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the co-owners of the Unit mutually agree. No vote shall be cast for any Unit where the co-owners present in person or by proxy owning the majority interests in such Unit cannot agree to said vote or other action. The non-voting co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Unit and shall be entitled to all other benefits

of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. Notwithstanding the foregoing, the voting rights of an Owner shall be automatically suspended during any time period that any Assessment levied against such Owner is delinquent.

Section 4.2 Transfer of Voting Rights. The right to vote may not be severed or separated from any Unit, and any sale, transfer or conveyance of fee interest in any Unit to a new Owner shall operate to transfer the appurtenant Membership and voting rights without the requirement of any express reference thereto. Each Owner shall, within ten (10) days of any sale, transfer or conveyance of a fee interest in the Owner's Unit, notify the Association in writing of such sale, transfer or conveyance, with the name and address of the transferee, the nature of the transfer and the Unit involved, and such other information relative to the transfer and the transferee as the Board may reasonably request, and shall deliver to the Association a copy of the Recorded deed therefor.

Section 4.3 Meetings of the Membership. Meetings of the Association must be held at least once each year, or as otherwise may be required by applicable law. The annual Association meeting shall be held on a recurring anniversary basis, and shall be referred to as the "Annual Meeting." The business conducted at each such Annual Meeting shall include the election of Directors whose terms are then expiring. If the Members have not held a meeting for one (1) year, a meeting of the Association Membership must be held by not later than the March 1 next following. A special meeting of the Association Membership may be called at any reasonable time and place by written request of: (a) the Association President, (b) a majority of the Directors, or (c) Members representing at least ten percent (10%) of the voting power of the Association, or as otherwise may be required by applicable law. Notice of special meetings shall be given by the Secretary of the Association in the form and manner provided in Section 4.4, below.

Section 4.4 Meeting Notices; Agendas; Minutes. Meetings of the Members shall be held in the Properties or at such other convenient location near the Properties and within Clark County as may be designated in the notice of the meeting.

(a) Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the Association Secretary shall cause notice to be hand delivered or sent postage prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by any Owner. The meeting notice must state the time and place of the meeting and include a copy of the agenda for the meeting. The notice must include notification of the right of an Owner to: (i) have a copy of the minutes or a summary of the minutes of the meeting distributed to him upon request, if the Owner pays the Association the cost of making the distribution; and (ii) speak to the Association or Board (unless the Board is meeting in Executive Session).

(b) The meeting agenda must consist of:

(i) a clear and complete statement of the topics scheduled to be considered during the meeting, including, without limitation, any proposed amendment to any of the Governing Documents, any fees or Assessments to be imposed or increased by the Association, any budgetary changes, and/or any proposal to remove an Officer or Director; and

(ii) a list describing the items on which action may be taken, and clearly denoting that action may be taken on those items ("Agenda Items"); and



(iii) a period devoted to comments by Owners and discussion of such comments; provided that, except in emergencies, no action may be taken upon a matter raised during this comment and discussion period unless the matter is an Agenda Item. If the matter is not an Agenda Item, it shall be tabled at the current meeting, and specifically included as an Agenda Item for discussion and consideration at the next following meeting, at which time, action may be taken thereon.

(c) In an "emergency" (as said term is defined in Section 3.10(b) above), Members may take action on an item which is not listed on the agenda as an item on which action may be taken.

(d) If the Association adopts a policy imposing a fine on an Owner for the violation of a provision of the Governing Documents, the Board shall prepare and cause to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner thereof, a specific schedule of fines that may be imposed for those particular violations, at least thirty (30) days prior to any attempted enforcement, and otherwise subject to Section 17.1, below.

(e) Not more than thirty (30) days after any meeting, the Board shall cause the minutes or a summary of the minutes of the meeting to be made available to the Owners. A copy of the minutes or a summary of the minutes must be provided to any Owner who pays the Association the cost of providing the copy.

Section 4.5 Record Date. The Board shall have the power to fix in advance a date as a record date for the purpose of determining Members entitled to notice of or to vote at any meeting or to be furnished with any Budget or other information or material, or in order to make a determination of Members for any purpose. Notwithstanding any provisions hereof to the contrary, the Members of record on any such record date shall be deemed the Members for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice, or information or material with respect to the same matter and for an adjournment of the same meeting. A record date shall not be more than sixty (60) days nor less than ten (10) days prior to the date on which the particular action requiring determination of Members is proposed or expected to be taken or to occur.

Section 4.6 Proxies. Every Member entitled to attend, vote at, or exercise consents, with respect to any meeting of the Members, may do so either in person, or by a representative, known as a proxy, duly authorized by an instrument in writing, filed with the Board prior to the meeting to which the proxy is applicable. A Member may give a proxy only to a member of his immediate Family, a tenant of said Member residing in the Community, or another Member residing in the Community, or as otherwise may be authorized from time to time by applicable Nevada law. No proxy shall be valid after the conclusion of the meeting (including continuation of such meeting) for which the proxy was executed. Such powers of designation and revocation may be exercised by the legal guardian of any Member or by his conservator, or in the case of a minor having no guardian, by the parent legally entitled to permanent custody, or during the administration of any Member's estate where the interest in the Unit is subject to administration in the estate, by such Member's executor or administrator. Any form of proxy or written ballot shall afford an opportunity therein to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot or proxy is distributed, to be acted upon at the meeting for which the proxy or written ballot is solicited, and shall provide, subject to reasonably specified conditions, that where the person solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance with such specification. Unless applicable Nevada law provides otherwise, a proxy is void if: (a) it is not dated or purports to be revocable without notice; (b) it does not designate the votes that must be cast on behalf of the Member who executed the proxy; or (c) the holder of the proxy does not disclose at the beginning of the meeting (for which the proxy is executed) the number of proxies pursuant to which the proxy holder will be

casting votes and the voting instructions received for each proxy. If and for so long as prohibited by Nevada law, a vote may not be cast pursuant to a proxy for the election of a Director.

Section 4.7 Quorums. The presence at any meeting of Members who hold votes equal to twenty percent (20%) of the total voting power of the Association, in person or by proxy, shall constitute a quorum for consideration of that matter. The Members present at a duly called meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken other than adjournment is approved by at least a majority of the Members required to constitute a quorum, unless a greater vote is required by applicable law or by this Declaration. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which reconvened meeting the quorum requirement shall be the presence, in person or by written proxy, of the Members entitled to vote at least twenty percent (20%) of the total votes of the Association. Notwithstanding the presence of a sufficient number of Owners to constitute a quorum, certain matters, including, without limitation, amendment to this Declaration, require a higher percentage (e.g., 67%) of votes of the total voting Membership as set forth in this Declaration.

Section 4.8 Actions. If a quorum is present, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two (2) candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by applicable law or by this Declaration.

Section 4.9 Adjourned Meetings and Notice Thereof. Any Members' meeting, regular or special, whether or not a quorum is present, may be adjourned from time to time by a vote of a majority of the Members present either in person or by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such meeting except as provided in this Section 4.9. When any Members' meeting, either regular or special, is adjourned for seven (7) days or less, the time and place of the reconvened meeting shall be announced at the meeting at which the adjournment is taken. When any Members' meeting, either regular or special, is adjourned for more than seven (7) days, notice of the reconvened meeting shall be given to each Member as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at a reconvened meeting, and at the reconvened meeting the Members may transact any business that might have been transacted at the original meeting.

Section 4.10 Membership in Master Association and LMA Association. Each Member also concurrently shall be a member of the Master Association and LMA Association respectively, and also subject to the Master Declaration and LMA Declaration respectively and other Master Association Documents and LMA Association Documents, as and to the extent set forth therein.

## **ARTICLE 5**

### **FUNCTIONS OF ASSOCIATION**

Section 5.1 Powers and Duties. The Association shall have all of the powers of a Nevada nonprofit corporation, subject only to such limitations, if any, upon the exercise of such powers as are expressly set forth in the Declaration, Articles and Bylaws. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. The Association's obligations to maintain the Common Elements shall commence on the date Annual Assessments commence on Units; until commencement

of Annual Assessments, the Common Elements shall be maintained by Declarant, at Declarant's expense. Without in any way limiting the generality of the foregoing provisions, the Association may act through the Board, and shall have:

(a) Assessments. The power and duty to levy Assessments against the Owners of Units, and to enforce payment of such Assessments in accordance with the provisions of Article 7 hereof.

(b) Maintenance and Repair of Common Elements. The power and duty to cause the Common Elements to be maintained in a neat and attractive condition and kept in good repair (which shall include the power to enter into one or more maintenance and/or repair contract(s), including contract(s) for materials and/or services, with any Person(s) for the maintenance and/or repair of the Common Elements), pursuant to this Declaration and in accordance with standards adopted by the ARC, and to pay for utilities, gardening, landscaping, and other necessary services for the Common Elements. Notwithstanding the foregoing, the Association shall have no responsibility to provide any of the services referred to in this subsection 5.1(b) with respect to any Improvement which is accepted for maintenance by any state, local or municipal governmental agency or public entity. Such responsibility shall be that of the applicable agency or public entity.

(c) Removal of Graffiti. The power to remove or paint over any graffiti from Exterior Walls/Fences, pursuant and subject to Section 9.15, below.

(d) Insurances. The power and duty to cause to be obtained and maintained the insurance coverages in accordance with the provisions of Article 12 below.

(e) Taxes. The power and duty to pay all taxes and assessments levied upon the Common Elements (except to the extent, if any, that property taxes on Common Elements are assessed pro-rata on the Units), and all taxes and assessments payable by the Association, and to timely file all tax returns required to be filed by the Association.

(f) Utility Services. The power and duty to obtain, for the benefit of the Common Elements, any commonly metered water, sewage, gas, and/or electric services (or other similar services) and/or refuse collection, and the power, but not the duty, to provide for all cable or master television service, if any, for all or portions of the Properties. The Association, by Recordation of this Declaration, and each Owner, by acquiring title to a Unit and each Resident, by occupying a Unit, acknowledge and agree that water (and/or sewage) for First Light and/or the neighboring community of High Noon shall or may be commonly metered at the Master Community level, paid by the Master Association, and allocated and billed by the Master Association to each Unit within High Noon and First Light, and that such allocated costs shall be deemed to be reasonable and necessary, regardless of the actual levels or periods of use or occupancy (or non-use or vacancy) of or by the Unit. All costs of or related to the House Panel meter for electricity for coach lights and entrance/egress lights on each Triplex Building shall be paid by the Association at time of Close of Escrow of the first Residential Unit in such Triplex Building, subject to the right of the Association to subsequently assess allocated sums to the Purchaser of each Residential Unit in such Triplex Building.

(g) Easements and Rights-of-Way. The power, but not the duty, to grant and convey to any Person, (i) easements, licenses and rights-of-way in, on, over or under the Common Elements, and (ii) with the consent of seventy-five percent (75%) of the voting power of the Association, fee title to parcels or strips of land which comprise a portion of the Common Elements, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder: (A) roads, streets, walks (if any), driveways and slope areas; (B) overhead or underground lines, cables, wires, conduits,

or other devices for the transmission of electricity for lighting, heating, power, television, telephone and other similar purposes; (C) sewers, storm and water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and, (D) any similar public or quasi-public Improvements or facilities.

(h) Manager. The power, subject to Section 5.5 below, but not the duty, to employ or contract with a professional Manager to perform all or any part of the duties and responsibilities of the Association, and the power, but not the duty, to delegate powers to committees, Officers and employees of the Association. Any such management agreement, or any agreement providing for services by Manager to the Association, shall be for a term not in excess of one (1) year, subject to cancellation by the Association for cause at any time upon not less than fifteen (15) days written notice, and without cause (and without penalty or the payment of a termination fee) at any time upon thirty (30) days written notice.

(i) Rights of Entry and Enforcement. The power, but not the duty, after Notice and Hearing (except in the event of bona-fide emergency which poses an (a) imminent and substantial threat to health, or (b) imminent and substantial threat (as verified by an engineer, architect, or professional building inspector, duly licensed in the State of Nevada) of material property damage; in which event of emergency, Notice and Hearing shall not be required), to peaceably enter upon any area of a Unit, without being liable to any Owner, except for damage caused by the Association entering or acting in bad faith, for the purpose of enforcing by peaceful means the provisions of this Declaration, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain and repair such area as required by this Declaration. All costs of any such maintenance and repair as described in the preceding sentence (including all amounts due for such work, and the costs and expenses of collection) shall be assessed against such Owner as a Special Assessment, and, if not paid timely when due, shall constitute an unpaid or delinquent Assessment pursuant to Article 7 below. The responsible Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection. Unless there exists an emergency, there shall be no entry into a Dwelling without the prior consent of the Owner thereof. Any damage caused by an entry upon any Unit shall be repaired by the entering party. Subject to Section 5.3 below, the Association may also commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory injunctions or otherwise, all of the provisions of the Declaration, and, if such action pertaining to the Declaration is brought by the Association, the prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court.

(j) Other Services. The power and duty to maintain the integrity of the Common Elements and to provide such other services as may be necessary or proper to carry out the Association's obligations and business under the terms of this Declaration to enhance the enjoyment, or to facilitate the use, by the Members, of the Common Elements.

(k) Employees, Agents and Consultants. The power, but not the duty, if deemed appropriate by the Board, to hire and discharge employees and agents and to retain and pay for legal, accounting and other services as may be necessary or desirable in connection with the performance of any duties or exercise of any powers of the Association under this Declaration.

(l) Acquiring Property and Construction on Common Elements. The power, but not the duty, by action of the Board, to acquire property or interests in property for the common benefit of Owners, including Improvements and personal property. The power, but not the duty, by action of the Board, to construct new Improvements or additions to the Common Elements, or demolish existing Improvements (other than maintenance or repairs to existing Improvements).

(m) Contracts. The power, but not the duty, to enter into contracts with Owners to provide services or to maintain and repair Improvements within the Properties which the Association is not otherwise required to maintain pursuant to this Declaration, and the power, but not the duty, to contract with third parties for such services. Any such contract or service agreement must, however, provide for payment to the Association of the cost of providing such service or maintenance.

(n) Records and Accounting. The power and the duty to keep, or cause to be kept, true and correct books and records of account at the sole cost and expense of the Association in accordance with generally accepted accounting principles. Financial statements for the Association shall be regularly prepared and distributed to all Members as follows:

(i) Pro forma operating statements (Budgets), Reserve Budgets, and Reserve Studies shall be distributed pursuant to Section 6.4, below.

(ii) Reviewed or audited Financial Statements (consisting of a reasonably detailed statement of revenues and expenses of the Association for each Fiscal Year, and a balance sheet showing the assets [including, but not limited to, Association Reserve Funds] and liabilities of the Association as at the end of each Fiscal Year), and a statement of cash flow for the Fiscal Year, shall be distributed within one hundred twenty (120) days after the close of each Fiscal Year.

(o) Maintenance of Other Areas. The power, but not the duty, to maintain and repair slopes, parkways, entry structures, and Community signs identifying the Properties, to the extent deemed to be reasonable and prudent by the Board.

(p) Use Restrictions. The power and the duty to enforce use restrictions pertaining to the Properties.

(q) Licenses and Permits. The power and the duty to obtain from applicable governmental authority any and all licenses and permits reasonably necessary to carry out Association functions hereunder.

Section 5.2 Rules and Regulations. The Board, acting on behalf of the Association, shall be empowered to adopt, amend, repeal and/or enforce reasonable and uniformly applied Rules and Regulations, which shall not discriminate among Members, for the use and occupancy of the Properties, as follows:

(a) General. A copy of the Rules and Regulations, as from time to time may be adopted, amended or repealed, shall be posted in a conspicuous place in the Common Elements and/or shall be mailed or otherwise delivered to each Member and also kept on file with the Association. Upon such mailing, delivery or posting, the Rules and Regulations shall have the same force and effect as if they were set forth herein and shall be binding on all Persons having any interest in, or making any use of any part of, the Properties, whether or not Members; provided, however, that the Rules and Regulations shall be enforceable only to the extent that they are consistent with the other Governing Documents. If any Person has actual knowledge of any of the Rules and Regulations, such Rules and Regulations shall be enforceable against such Person, whether or not a Member, as though notice of such Rules and Regulations had been given pursuant to this Section 5.2. The Rules and Regulations may not be used to amend any of the other Governing Documents.

(b) Limitations. The Rules and Regulations must be:

(i) reasonably related to the purpose for which adopted;

(ii) sufficiently explicit in their prohibition, direction, or limitation, so as to reasonably inform an Owner or Resident, or tenant or guest thereof, of any action or omission required for compliance;

(iii) adopted without intent to evade any obligation of the Association;

(iv) consistent with the other Governing Documents (and must not arbitrarily restrict conduct, or require the construction of any capital improvement by an Owner if not so required by the other Governing Documents);

(v) uniformly enforced under the same or similar circumstances against all Owners; provided that any particular rule not so uniformly enforced may not be enforced against any Owner (except as, and to the extent, if any, such enforcement may be permitted from time to time by applicable law); and

(vi) duly adopted and distributed to the Owners at least thirty (30) days prior to any attempted enforcement.

Section 5.3 Proceedings. The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). Subject to Section 17.14, below, the Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration or the Common Elements and as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

(a) Any Proceeding commenced by the Association: (i) to enforce the payment of an Assessment, or an Assessment lien or other lien against an Owner as provided for in this Declaration, or (ii) to otherwise enforce compliance with the Governing Documents by, or to obtain other relief from, any Owner who has violated any provision thereof, or (iii) to protect against any matter which imminently and substantially threatens all of the health, safety and welfare of the Owners, or (iv) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association and in the ordinary course of business, or (v) for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed Ten Thousand Dollars (\$10,000.00) in the aggregate; shall be referred to herein as an "Operational Proceeding." The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.

(b) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as a "Non-Operational Controversy" or "Non-Operational Controversies." To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual Directors from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section 5.3 shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:



(i) The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall then endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Two Thousand Dollars (\$2,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of a majority of the voting power of the Members for such additional amount for mediation before proceeding to arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

(1) The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinions of each and every one of: (A) a licensed Nevada attorney regularly residing in Clark County, Nevada, with a Martindale-Hubbell rating of "av", expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association ("Legal Opinion"); (B) a reputable appraiser and/or real estate consultant regularly conducting business in Clark County, Nevada, expressly opining that the marketability and market value of Units will not be substantially or materially affected by such Non-Operational Controversy ("Appraiser's Opinion"); and (C) a senior executive from a reputable lender in the business of regularly making residential loans in Clark County, Nevada, that financing and refinancing of Units will not be affected by such Non-Operational Controversy, and that such financing and refinancing will be readily available ("Lender's Opinion"). (The Legal Opinion, Appraiser's Opinion, and Lender's Opinion are sometimes collectively referred to herein as the "Opinions"). The Board shall be authorized to spend up to an aggregate of Two Thousand Dollars (\$2,000.00) to obtain such Opinions, including all amounts paid to said attorney therefor, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$2,000.00 limit, with the express consent of seventy-five percent (75%) or more of all of the Members of the Association, at a special meeting called for such purpose.

(2) The Legal Opinion shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said Legal Opinion shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement. (Such written Legal Opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

(3) Upon receipt and review of the Attorney Letter, the Appraiser's Opinion, and the Lender's Opinion, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Members. The written notice to each Member of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation

Costs and any proposed fee agreement, contingent or non-contingent, the Appraiser's Opinion, and the Lender's Opinion, together with a written report ("Special Assessment Report") prepared by the Board: (A) itemizing the amount necessary to be assessed to each Member ("Special Litigation Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (B) specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs, and the Appraiser's Opinion, Lender's Opinion, and Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Members, whereupon: (x) if not more than seventy-five percent (75%) of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (y) if more than seventy-five percent (75%) of the total voting power of the Association (i.e., more than seventy-five percent (75%) of all of the Members of the Association) affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Members in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute, and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require (i) that said attorney shall be responsible for all attorneys' fees and costs and expenses whatsoever in excess of one hundred ten percent (110%) of the Quoted Litigation Costs, and (ii) that said attorney shall provide, and the Board shall distribute to the Members, not less frequently than monthly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of attorneys fees and costs incurred to date in connection therewith.

(4) In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Members of the Association.

(c) In no event shall any Association Reserve Fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy). Association Reserve Funds, pursuant to Section 6.3 below, are to be used only for the specified replacements, painting and repairs of Common Elements, and for no other purpose whatsoever.

(d) Any provision in this Declaration notwithstanding: (i) other than as set forth in this Section 5.3, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding, (ii) any institution, prosecution, or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section 5.3, shall be unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any Director who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section 5.3 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution, or maintenance



of, or intervention in, the Proceeding; and (iii) this Section 5.3 may not be amended or deleted at any time without the express prior written approval of both: (1) Members representing not less than seventy-five percent (75%) of the total voting power of Association, and (2) not less than seventy-five percent (75%) of the total voting power of the Board of Directors; and any purported amendment or deletion of this Section 5.3, or any portion hereof, without both of such express prior written approvals shall be void.

Section 5.4 Additional Express Limitations on Powers of Association. The Association shall not take any of the following actions except with the prior vote or written consent of a majority of the voting power of the Association:

(a) Incur aggregate expenditures for capital improvements to the Common Elements in any Fiscal Year in excess of five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year; or sell, during any Fiscal Year, any property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that Fiscal Year.

(b) Enter into a contract with a third person wherein the third person will furnish goods or services for the Association for a term longer than one (1) year, except (i) a contract with a public or private utility or cable television company, if the rates charged for the materials or services are regulated by the Nevada Public Service Commission (provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate), or (ii) prepaid casualty and/or liability insurance policies of no greater than three (3) years duration.

(c) Pay compensation to any Association Director or Officer for services performed in the conduct of the Association's business.

Section 5.5 Manager. The Association shall have the power to employ or contract with a Manager, to perform all or any part of the duties and responsibilities of the Association, subject to the Governing Documents, for the purpose of operating and maintaining the Properties, subject to the following:

(a) Any agreement with a Manager shall be in writing and shall be for a term not in excess of one (1) year, subject to cancellation by the Association for cause at any time upon not less than fifteen (15) days written notice, and without cause (and without penalty or the payment of a termination fee) at any time upon not more than thirty (30) days written notice. In the event of any explicit conflict between the Governing Documents and any agreement with a Manager, the Governing Documents shall prevail.

(b) The Manager shall possess sufficient experience, in the reasonable judgment of the Board, in managing residential subdivision projects, similar to the Properties, in the County, and shall be duly licensed as required from time to time by the appropriate licensing and governmental authorities (and must have the qualifications, including education and experience, when and as required for the issuance of the relevant certificate by the Nevada Real Estate Division pursuant to the provisions of NRS Chapter 645 and/or NRS §116.700, or duly exempted pursuant to NRS § 116.725.6). Any and all employees of the Manager with responsibilities to or in connection with the Association and/or the Community shall have such experience with regard to similar projects. (If no Manager meeting the above-stated qualifications is available, the Board shall retain the most highly qualified management entity available, which is duly licensed by the appropriate licensing authorities).

(c) No Manager, or any director, officer, shareholder, principal, partner, or employee of the Manager, may be a Director or Officer of the Association.

(d) As a condition precedent to the employ of, or agreement with, a Manager, the Manager (or any replacement Manager) first shall be required, at its expense, to review the Governing Documents, Plat, and any and all Association Reserve Studies, and inspection reports pertaining to the Properties.

(e) By execution of its agreement with the Association, each and every Manager shall be conclusively deemed to have covenanted: (1) in good faith to be bound by, and to faithfully perform all duties (including, but not limited to, prompt and full and faithful accounting for all Association funds within the possession or control of Manager) required of the Manager under the Governing Documents (and, in the event of any irreconcilable conflict between the Governing Documents and the contract with the Manager, the Governing Documents shall prevail); (2) that any penalties, fines or interest levied upon the Association as the result of Manager's error or omission shall be paid (or reimbursed to the Association) by the Manager; (3) to comply fully, at its expense, with all applicable regulations of the Nevada Real Estate Division; (4) to refrain, without specific prior written direction of a majority of the voting power of the Board, from referring or introducing to the Association, or contacting directly or indirectly for or on behalf of the Association, any attorney regarding any matter in any way related to the Community or any portion thereof; (5) prior to time of hire, and from time to time thereafter upon request of the Board: (a) to disclose to the Board, in writing, the identities of any and all other communities, managed by Manager (at such time, and within the three year period preceding such time), and involved in litigation involving any claim of construction defect, and the current status of any and all such litigation, and (b) to certify in writing to the Board that Manager, and its then current and prior employees, have had no relationship to, and have received no benefit or thing of value from, the attorney(s) commencing and/or prosecuting such litigation, and/or any attorney referred to the Association at the specific written direction of the Board (or if there was or is any such relationship or benefit, to disclose and identify the same); and (6) at Manager's sole expense, to promptly turn over, to the Board, possession and control of all funds, documents, books, records and reports pertaining to the Properties and/or Association, and to coordinate and cooperate in good faith with the Board in connection with such turnover, in any event not later than ten (10) days of expiration or termination of the Association's agreement with Manager (provided that, without limiting its other remedies, the Association shall be entitled to withhold all amounts otherwise due to the Manager until such time as the Manager turnover in good faith has been completed).

(f) Upon expiration or termination of an agreement with a Manager, a replacement Manager meeting the above-stated qualifications shall be retained by the Board as soon as possible thereafter and a limited review performed, by qualified Person designated by the Board, of the books and records of the Association, to verify assets.

(g) The Association shall also maintain and pay for the services of such other personnel, including independent contractors, as the Board shall determine to be necessary or desirable for the proper management, operation, maintenance, and repair of the Association and the Properties, pursuant to the Governing Documents, whether such personnel are furnished or employed directly by the Association or by any person with whom or which it contracts. Such other personnel shall not all be replaced concurrently, but shall be replaced according to a "staggered" schedule, to maximize continuity of services to the Association.

#### Section 5.6 Inspection of Books and Records.

(a) The Board shall, upon the written request of any Owner, make available the books, records and other papers of the Association for review during the regular working hours of the

Association, with the exception of: (1) personnel records of employees (if any) of the Association; and (2) records of the Association relating to another Owner.

(b) The Board shall cause to be maintained and made available for review at the business office of the Association or other suitable location: (1) the financial statements of the Association; (2) the Budgets and Reserve Budgets; and (3) Reserve Studies.

(c) The Board shall cause to be provided a copy of any of the records required to be maintained pursuant to (a) and (b) above, to an Owner or to the Nevada State Ombudsman, as applicable, within 14 days after receiving a written request therefor. The Board may charge a fee to cover the actual costs of preparing such copy, but not to exceed 25 cents per page (or such maximum amount as permitted by applicable Nevada law).

(d) Notwithstanding the foregoing, each Director shall have the unfettered right at any reasonable time, and from time to time, to inspect all such records.

**Section 5.7 Continuing Rights of Declarant.** Declarant shall preserve the right, without obligation, to enforce the Governing Documents (including, without limitation, the Association's duties of maintenance and repair, and Reserve Study and Reserve Fund obligations). After the end of Declarant Control Period, throughout the term of this Declaration, the Board shall deliver to Declarant notices and minutes of all Board meetings and Membership meetings, and Declarant shall have the right, without obligation, to attend such meetings, on a non-voting basis. Declarant shall also receive notice of, and have the right, without obligation, to attend, all inspections of the Properties, or any portion(s) thereof. The Board shall also, throughout the term of this Declaration, deliver to Declarant (without any express or implied obligation or duty on Declarant's part to review or to do anything) all notices and correspondence to Owners, all inspection reports, the Reserve Studies prepared in accordance with Section 6.3 below, and audited or reviewed annual reports, as required in Section 5.1(n), above. Such notices and information shall be delivered to Declarant at its most recently designated address.

**Section 5.8 Compliance with Applicable Laws.** The Association and its governance shall comply with all applicable laws (including, but not limited to, applicable laws prohibiting discrimination against any person in the provision of services or facilities in connection with a Dwelling because of a handicap of such person) relating thereto. The provisions of the Governing Documents shall be upheld and enforceable to the maximum extent permissible under applicable federal or state law or applicable Ordinance. Subject to the foregoing, in the event of irreconcilable conflict between applicable law and any provision of the Governing Documents, the applicable law shall prevail, and the affected provision of the Governing Document shall be deemed amended (or deleted) to the minimum extent reasonably necessary to remove such irreconcilable conflict. In no event shall the Association adhere to or enforce any provision of the Governing Documents which irreconcilably contravenes applicable law.

## **ARTICLE 6**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 6.1 Personal Obligation for Assessments.** Each Owner of a Unit, by acceptance of a deed therefor, whether or not so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (a) Annual Assessments, (b) Special Assessments, and (c) any Capital Assessments; such Assessments to be established and collected as provided in this Declaration. All Assessments, together with interest thereon, late charges, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the Unit against

which such Assessments are made. Each such Assessment, together with interest thereon, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the Assessment became due. This personal obligation cannot be avoided by abandonment of a Unit or by an offer to waive use of the Common Elements. The personal obligation only shall not pass to the successors-in-title of any Owner unless expressly assumed by such successors. Each Owner's obligation to pay assessments hereunder shall be in addition to the Owner's obligation to pay all required Master Association and LMA Association capital contributions and assessments, as and to the extent, if any, required under the Master Association Documents and LMA Association Documents respectively.

Section 6.2 Association Funds. The Board shall establish at least the following separate accounts (the "Association Funds") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration. The Association Funds shall be established as accounts, in the name of the Association, at a federally or state insured banking or savings institution and shall include: (1) an operating fund ("Operating Fund") for current expenses of the Association, and (2) a reserve fund ("Reserve Fund") for capital repairs and replacements, as set forth in Section 6.3, below, and (3) any other funds which the Board may establish, to the extent necessary under the provisions of this Declaration. To qualify for higher returns on accounts held at banking or savings institutions, the Board may commingle any amounts deposited into any of the Association Funds (other than Reserve Fund which shall be kept segregated), provided that the integrity of each individual Association Fund shall be preserved on the books of the Association by accounting for disbursements from, and deposits to, each Association Fund separately. Each of the Association Funds shall be established as a separate savings or checking account, at any federally or state insured banking or lending institution, with balances not to exceed institutionally insured levels. All amounts deposited into the Operating Fund and the Reserve Fund must be used solely for the common benefit of the Owners for purposes authorized by this Declaration. The Manager shall not be authorized to make withdrawals from the Reserve Fund. Withdrawals from the Reserve Fund shall require signatures of both the President and Treasurer (or, in the absence of either the President or Treasurer, the Secretary may sign in place of the absent Officer). The President, Treasurer, and Secretary must all be Directors and (after the Declarant Control Period) must also all be Owners.

Section 6.3 Reserve Fund; Reserve Studies.

(a) Any other provision herein notwithstanding: (i) the Association shall establish a reserve fund ("Reserve Fund"); (ii) the Reserve Fund shall be used only for capital repairs, restoration, and replacement of major components ("Major Components") of the Common Elements, (iii) in no event whatsoever shall the Reserve Fund be used for regular maintenance recurring on an annual or more frequent basis, or as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding, or for any purpose whatsoever other than as specifically set forth in (ii) above, (and any use of the Reserve Fund in violation of the foregoing provisions shall be unauthorized and ultra vires as to the Association, and shall subject any Director who acted in any manner to violate or avoid the provisions and/or requirements of this Section 6.3(a) to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized use of the Reserve Fund), (iv) the Reserve Fund shall be kept in a segregated account, withdrawals from which shall only be made upon specific approval of the Board subject to the foregoing, (v) funds in the Reserve Fund may not be withdrawn without the signatures of both the President and the Treasurer (provided that the Secretary may sign in lieu of either the President or the Treasurer, if either is not reasonably available); and (vi) under no circumstances shall the Manager (or any one Officer or Director, acting alone) be authorized to make withdrawals from the Reserve Fund.

(b) The Board shall periodically retain the services of a qualified reserve study analyst ("Reserve Analyst"), with sufficient experience with preparing reserve studies for similar residential projects in the County, to prepare and provide to the Association a reserve study ("Reserve Study").

(c) The Board shall cause to be prepared a Reserve Study at such times as the Board deems reasonable and prudent, but in any event **initially within one (1) year** after the Close of Escrow for the first Unit within the Properties, and thereafter at least **once every five (5) years** (or at such other intervals as may be required from time to time by applicable Nevada law). The Board shall review the results of the most current Reserve Study **at least annually** to determine if those reserves are sufficient; and shall make such **adjustments** as the Board deems reasonable and prudent to maintain the required reserves from time to time (i.e., by increasing Assessments). It shall be an obligation of the Manager to timely remind the Board in writing of these Reserve Study requirements from time to time as applicable.

(d) Each Reserve Study must be conducted by a person qualified by training and experience to conduct such a study (including, but not limited to, a Director, an Owner or a Manager who is so qualified) ("Reserve Analyst"). The Reserve Study must include, without limitation: (1) a summary of an inspection of the Major Components which the Association is obligated to repair, replace or restore; (2) an identification of the Major Components which have a remaining useful life of less than 30 years; (3) an estimate of the remaining useful life of each Major Component so identified; (4) an estimate of the cost of repair, replacement or restoration of each Major Component so identified during and at the end of its useful life; and (5) an estimate of the total Annual Assessment that may be required to cover the cost of repairing, replacement or restoration the Major Components so identified (after subtracting the reserves as of the date of the Reserve Study). The Reserve Study shall be conducted in accordance with any applicable regulations promulgated from time to time by the Nevada Real Estate Division.

(e) Each Reserve Study shall be prepared in accordance with any legal requirements from time to time as applicable, applied in each instance on a prospective basis. Subject to the foregoing sentence, the Association (upon Recordation of this Declaration) and each Owner (by acquiring title to a Unit) shall be deemed to have unequivocally agreed that the following, among others, shall be deemed reasonable and prudent for and in connection with preparation of each Reserve Study: (i) utilization, by a Reserve Analyst, of the "pooling" or "cash flow" method, or other generally recognized method, and/or (ii) utilization or reliance, by a Reserve Analyst, of an assumption that there will be future annual increases in amounts from time to time allocated to the Reserve Fund (provided that, subject to and without limiting Sections 6.4 or 6.5 below, no assumption shall be made of such future increases in excess of 10% per year plus a reasonable annual inflationary factor), with corresponding increases in Assessments.

#### Section 6.4 Budget; Reserve Budget.

(a) The Board shall adopt a proposed annual Budget (which shall include a Reserve Budget) at least forty-five (45) days prior to the first Annual Assessment period for each Fiscal Year. Within thirty (30) days after adoption of any proposed Budget, the Board shall provide to all Owners a summary of the Budget, and shall set a date for a meeting of the Owners to consider ratification of the Budget. Said meeting shall be held not less than fourteen (14) days, nor more than thirty (30) days after mailing of the summary. Unless at that meeting the proposed Budget is rejected by at least seventy-five percent (75%) of the voting power of the Association, the Budget shall be deemed ratified, whether or not a quorum was present. If the proposed Budget is duly rejected as aforesaid, the annual Budget for

the immediately preceding Fiscal Year shall be reinstated, as if duly approved for the Fiscal Year in question, and shall remain in effect until such time as a subsequent proposed Budget is ratified.

(b) Notwithstanding the foregoing, except as otherwise provided in subsection (c) below, the Board shall, not less than 30 days or more than 60 days before the beginning of each Fiscal Year, prepare and distribute to each Owner a copy of:

(1) the Budget (which must include, without limitation, the estimated annual revenue and expenditures of the Association and any contributions to be made to the Reserve Fund); and

(2) the Reserve Budget, which must include, without limitation:

(A) the current estimated replacement cost, estimated remaining life and estimated useful life of each Major Component;

(B) as of the end of the Fiscal Year for which the Reserve Budget is prepared, the current estimate of the amount of cash reserves that are necessary, and the current amount of accumulated cash reserves that are set aside, to repair, replace or restore the Major Components;

(C) a statement as to whether the Board has determined or anticipates that the levy of one or more Capital Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves for that purpose; and

(D) a general statement describing the procedures used for the estimation and accumulation of cash reserves pursuant to subparagraph (B) above, including, without limitation, the qualifications of the Reserve Analyst.

(c) In lieu of distributing copies of the Budget and Reserve Budget, the Board may distribute to each Owner a summary of those budgets, accompanied by a written notice that the budgets are available for review at the business office of the Association or other suitable location and that copies of the budgets will be provided upon request.

Section 6.5 Limitations on Annual Assessment Increases. The Board shall not levy, for any Fiscal Year, an Annual Assessment which exceeds the "Maximum Authorized Annual Assessment" as determined below, unless first approved by the vote of Members representing at least a majority of the voting power of the Association. The "Maximum Authorized Annual Assessment" in any fiscal year following the initial budgeted year shall be a sum which does not exceed the aggregate of (a) the Annual Assessment for the prior Fiscal Year, plus (b) a twenty-five percent (25%) increase thereof. Notwithstanding the foregoing, if, in any Fiscal Year, the Board reasonably determines that the Common Expenses cannot be met by the Annual Assessments levied under the then-current Budget, the Board may, upon the affirmative vote of a majority of the voting power of the Association and a majority of the voting power of the Board, submit a Supplemental Annual Assessment, applicable to that Fiscal Year only, for ratification as provided in Section 6.4, above.

Section 6.6 Capital Contributions to Association. At the Close of Escrow for the sale of a Unit by Declarant, the Purchaser of such Unit shall be required to pay an initial capital contribution to the Association, in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) two (2) full monthly installments of the initial or then-applicable Annual Assessment. Such initial capital contribution is in addition to, and is not to be considered as, an advance payment of the Annual



Assessment for such Unit, and shall be deposited at each Close of Escrow into the Association Reserve Fund, and used exclusively to help fund the Association Reserve Fund, and shall not be applied to non-Reserve Fund items. Additionally, at the Close of Escrow for each resale of a Unit by an Owner (other than Declarant), the Purchaser of such Unit shall be required to pay a resale capital contribution to the Association, in an amount equal to the greater of: (a) One Hundred Dollars (\$100.00), or (b) two (2) full monthly installments of the then-applicable Annual Assessment. Such resale capital contribution is in addition to the foregoing described initial capital contribution, and is further in addition to, and is not to be considered as, an advance payment of the Annual Assessment for such Unit, and may be applied to working capital needs and/or the Reserve Fund, in the Board's business judgment.

Section 6.7 Assessment Commencement Date. The Board, by majority vote, shall authorize and levy the amount of the Annual Assessment upon each Unit, as provided herein. Annual Assessments shall commence on Units on the respective Assessment Commencement Date. The "Assessment Commencement Date" hereunder shall be: (a) with respect to Units in the Original Property, the first day of the calendar month following the Close of Escrow to a Purchaser of the first Unit in the Original Property; and (b) with respect to each Unit within Annexed Property, the first day of the calendar month following the date on which the Annexation Amendment for such Unit is Recorded; provided that Declarant may establish, in its sole and absolute discretion, a later Assessment Commencement Date, uniformly as to all Units by agreement of Declarant to pay all Common Expenses for the Properties up through and including such later Assessment Commencement Date. From and after the Assessment Commencement Date, Declarant may, but shall not be obligated to, make loan(s) to the Association, to be used by the Association for the sole purpose of paying Common Expenses, to the extent the budget therefor exceeds the aggregate amount of Annual Assessments for a given period, provided that any such loan shall be repaid by Association to Declarant as soon as reasonably possible. The first Annual Assessment for each Unit shall be pro-rated based on the number of months remaining in the Fiscal Year. All installments of Annual Assessments shall be collected in advance on a regular basis by the Board, at such frequency and on such due dates as the Board shall determine from time to time in its sole discretion. The Association shall, upon demand, and for a reasonable charge, furnish a certificate binding on the Association, signed by an Officer or Association agent, setting forth whether the Assessments on a Unit have been paid. At the end of any Fiscal Year, the Board may determine that all excess funds remaining in the operating fund, over and above the amounts used for the operation of the Properties, may be retained by the Association for use in reducing the following year's Annual Assessment or for deposit in the reserve account. Upon dissolution of the Association incident to the abandonment or termination of the maintenance of the Properties, any amounts remaining in any of the Association Funds shall be distributed proportionately to or for the benefit of the Members, in accordance with Nevada law.

Section 6.8 Capital Assessments. The Board may levy, in any Fiscal Year, a Capital Assessment applicable to that Fiscal Year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement or other such addition upon the Common Elements, including fixtures and personal property related thereto; provided that any proposed Capital Assessment shall require the advance consent of a majority of the voting power of the Association.

Section 6.9 Uniform Rate of Assessment. Annual Assessments, and any Capital Assessments shall be assessed at an equal and uniform rate against all Owners and their Units. Each Owner's share of such Assessments shall be a fraction, the numerator of which shall be the number of Units owned by such Owner, and the denominator of which shall be the aggregate number of Units in the Original Property (and, upon annexation, of Units in portions of the Annexed Property).

Section 6.10 Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments herein:

(a) all portions, if any, of the Properties dedicated to and accepted by, the United States, the State of Nevada, the County, or any political subdivision of any of the foregoing, or any public agency, entity or authority, for so long as such entity or political subdivision is the owner thereof, or for so long as such dedication remains effective; and

(b) the Common Elements owned by the Association in fee.

Section 6.11 Special Assessments. The Association may, subject to the provisions of Article 7, Section 9.3 and Section 11.1 (b) hereof, levy Special Assessments against specific Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their tenants, families, guests, invitees or agents. Special Assessments also shall include, without limitation, late payment penalties, interest charges, fines, administrative fees, attorneys' fees, amounts expended to enforce Assessment liens against Owners as provided for herein, and other charges of similar nature. Special Assessments, if not paid timely when due, shall constitute unpaid or delinquent Assessments, pursuant to Article 7, below.

Section 6.12 Subsidies and/or Advances by Declarant. Declarant shall have the right, in its sole and absolute discretion, from time to time during the Declarant Control Period, to: (a) subsidize the Association, by direct payment of any and all Excess Common Expenses ("Declarant Subsidies"); and/or (b) advance funds and/or make loan(s) to the Association, to be used by the Association for the sole purpose of paying Excess Common Expenses ("Declarant Advances"). "Excess Common Expenses" for purposes of this Section 6.12 shall mean such amount, if any, of Common Expenses in excess of Assessments and non-Reserve funds reasonably available at such time to pay Common Expenses. The aggregate amount of any and all Declarant Subsidies and/or Declarant Advances, or portions from time to time respectively thereof, together with interest thereon at the rate of eighteen percent (18%) per annum, shall be repaid by Association to Declarant as soon as non-Reserve funds are reasonably available therefor (or, at Declarant's sole and absolute discretion, may be set off and applied by Declarant from time to time against any and all past, current, or future Assessments and/or contributions to Reserve Funds, to such extent, if any, Declarant is obligated to pay any such amounts under this Declaration or under applicable Nevada law). Each Owner, by acceptance of a deed to his or her Unit, shall be conclusively deemed to have acknowledged and agreed to all of the foregoing provisions of this Section 6.12, whether or not so stated in such deed.

Section 6.13 LMA and Master Association Assessments and Capital Contributions. Additionally, each Owner, by acceptance of a deed to a Unit (whether or not so expressed in such deed) shall be deemed to agree to pay all required LMA and Master Association capital contributions and assessments, as and to the extent required under applicable provisions of the LMA Association Documents and Master Association Documents respectively, and that the LMA and Master Association each shall have the same rights and remedies against Owners hereunder as the LMA and Master Association have against the "Owners" (as said term is defined in the LMA Declaration and Master Declaration respectively) with respect to the enforcement of the assessments described above. Notwithstanding any provision of this Declaration to the contrary, the terms of this Section 6.13 may not be amended, altered, suspended, or superseded without the express written consent of Declarant, in its sole discretion, which consent shall be acknowledged in a Recorded document.



**ARTICLE 7**  
**EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

Section 7.1 Nonpayment of Assessments. Any installment of an Annual Assessment, Special Assessment, or Capital Assessment, shall be delinquent if not paid within thirty (30) days of the due date as established by the Board. Such delinquent installment shall bear interest from the due date until paid, at the rate of eighteen percent (18%) per annum (or such lower rate as may be approved from time to time by the Board in its business judgment), but in any event not greater than the maximum rate permitted by applicable Nevada law, as well as a reasonable late charge, as determined by the Board, to compensate the Association for increased bookkeeping, billing, administrative costs, and any other appropriate charges. No such late charge or interest on any delinquent installment may exceed the maximum rate or amount allowable by law. The Association may bring an action at law against the Owner personally obligated to pay any delinquent installment or late charge, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Elements or by abandonment of his Unit.

Section 7.2 Notice of Delinquent Installment. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of delinquent Assessment to the Owner and to each first Mortgagee of the Unit. The notice shall specify: (a) the amount of Assessments and other sums due; (b) a description of the Unit against which the lien is imposed; (c) the name of the record Owner of the Unit; (d) the fact that the installment is delinquent; (e) the action required to cure the default; (f) the date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (g) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of such Assessment for the then-current Fiscal Year and sale of the Unit. The notice shall further inform the Owner of his right to cure after acceleration. If the delinquent installment of Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of such Assessments levied against such Owner and his Unit to be immediately due and payable without further demand, and may enforce the collection of the full Assessments and all charges thereon in any manner authorized by law or this Declaration.

Section 7.3 Notice of Default and Election to Sell. No action shall be brought to enforce any Assessment lien herein, unless at least sixty (60) days have expired following the later of: (a) the date a notice of default and election to sell is Recorded; or (b) the date the Recorded notice of default and election to sell is mailed in the United States mail, certified or registered, return receipt requested, to the Owner of the Unit. Such notice of default and election to sell must recite a good and sufficient legal description of such Unit, the Record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment as described in Section 7.1 above, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by such lien), the name and address of the Association, and the name and address of the Person authorized by the Board to enforce the lien by sale. The notice of default and election to sell shall be signed and acknowledged by an Association Officer, Manager, or other Person designated by the Board for such purpose, and such lien shall be prior to any declaration of homestead Recorded after the date on which this Declaration is Recorded. The lien shall continue until fully paid or otherwise satisfied.

Section 7.4 Foreclosure Sale. Subject to the limitation set forth in Section 7.5 below, any such sale provided for above may be conducted by the Board, its attorneys, or other Person authorized by the Board in accordance with the provisions of NRS §116.31164 and Covenants Nos. 6, 7 and 8 of NRS §107.030 and §107.090, as amended, insofar as they are consistent with the provisions of NRS §116.31164, as amended, or in accordance with any similar statute hereafter enacted applicable to the

exercise of powers of sale in Mortgages and Deeds of Trust, or in any other manner permitted by law. The Association, through its duly authorized agents, shall have the power to bid on the Unit at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Notices of default and election to sell shall be provided as required by NRS §116.31163. Notice of time and place of sale shall be provided as required by NRS §116.311635.

Section 7.5 Limitation on Foreclosure. Any other provision in the Governing Documents notwithstanding, the Association may not foreclose a lien by sale for the assessment of a Special Assessment or for a fine for violation of the Governing Documents, unless the violation is of a type that substantially and imminently threatens the health, safety, and welfare of the Owners and Residents of the Community. The foregoing limitation shall not apply to foreclosure of a lien for an Annual Assessment, or Capital Assessment, or any portion respectively thereof, pursuant to this Article 7.

Section 7.6 Cure of Default. Upon the timely cure of any default for which a notice of default and election to sell was filed by the Association, the Officers thereof shall Record an appropriate release of lien, upon payment by the defaulting Owner of a reasonable fee to be determined by the Board, to cover the cost of preparing and Recording such release. A certificate, executed and acknowledged by any two (2) Directors or the Manager, stating the indebtedness secured by the lien upon any Unit created hereunder, shall be conclusive upon the Association and, if acknowledged by the Owner, shall be binding on such Owner as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request, at a reasonable fee, to be determined by the Board.

Section 7.7 Cumulative Remedies. The Assessment liens and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law or in equity, including a suit to recover a money judgment for unpaid Assessments, as provided above.

Section 7.8 Mortgagee Protection. Notwithstanding all other provisions hereof, no lien created under this Article 7, nor the enforcement of any provision of this Declaration shall defeat or render invalid the rights of the Beneficiary under any Recorded First Deed of Trust encumbering a Unit, made in good faith and for value; provided that after such Beneficiary or some other Person obtains title to such Unit by judicial foreclosure, other foreclosure, or exercise of power of sale, such Unit shall remain subject to this Declaration and the payment of all installments of Assessments accruing subsequent to the date such Beneficiary or other Person obtains title. The lien of the Assessments, including interest and costs, shall be subordinate to the lien of any First Mortgage upon the Unit. The release or discharge of any lien for unpaid Assessments by reason of the foreclosure or exercise of power of sale by the First Mortgagee shall not relieve the prior Owner of his or her personal obligation for the payment of such unpaid Assessments.

Section 7.9 Priority of Assessment Lien. Recording of the Declaration constitutes Record notice and perfection of a lien for Assessments. A lien for Assessments, including interest, costs, and attorneys' fees, as provided for herein, shall be prior to all other liens and encumbrances on a Unit, except for: (a) liens and encumbrances Recorded before the Declaration was Recorded, (b) a first Mortgage Recorded before the delinquency of the Assessment sought to be enforced, and (c) liens for real estate taxes and other governmental charges, and is otherwise subject to NRS § 116.3116. The sale or transfer of any Unit shall not affect an Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a First Mortgage shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments which thereafter become due. Where the Beneficiary of a First Mortgage of Record or other purchaser of a Unit obtains title pursuant to a judicial

or nonjudicial foreclosure or "deed in lieu thereof," the Person who obtains title and his or her successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such Person. Such unpaid share of Common Expenses and Assessments shall be deemed to become expenses collectible from all of the Units, including the Unit belonging to such Person and his or her successors and assigns.

## **ARTICLE 8**

### **ARCHITECTURAL AND LANDSCAPING CONTROL**

Section 8.1 ARC. The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC," shall consist of three (3) committee members; provided, however, that such number may be increased or decreased from time to time by resolution of the Board. Notwithstanding the foregoing, Declarant shall have the sole right and power to appoint and/or remove all of the members to the ARC until such time as Declarant no longer owns any property in, or has any power to annex, the Annexable Area or any portion thereof; provided that Declarant, in its sole discretion, by written instrument, may at any earlier time turn over to the Board the power to appoint the members to the ARC; thereafter, the Board shall appoint all members of the ARC. A member of the ARC may be removed at any time, without cause, by the Person who appointed such member. Unless changed by resolution of the Board, the address of the ARC for all purposes, including the submission of plans for approval, shall be at the principal office of the Association as designated by the Board.

Section 8.2 Review of Plans and Specifications. The ARC shall consider and act upon any and all proposals, plans and specifications, drawings, and other information or other items (collectively in this Article 8, "plans and specifications") submitted, or required to be submitted, for ARC approval under this Declaration and shall perform such other duties as from time to time may be assigned to the ARC by the Board, including the inspection of construction in progress to assure conformance with plans and specifications approved by the ARC.

(a) With the exception of any such activity of Declarant, no construction, alteration, grading, addition, excavation, removal, relocation, repainting, demolition, installation, modification, decoration, repair or reconstruction of an Improvement, including Dwelling and landscaping, or removal of any tree, shall be commenced or maintained by any Owner, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to, and approved in writing by, the ARC. No design or construction activity of Declarant shall be subject to ARC approval. The Owner submitting such plans and specifications ("Applicant") shall obtain a written receipt therefor from an authorized agent of the ARC. The ARC shall approve plans and specifications submitted for its approval only if it deems that: (1) the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Properties as a whole; (2) the appearance of any structure affected thereby will be in harmony with other structures in the vicinity; (3) the construction will not detract from the beauty, wholesomeness and attractiveness of the Common Elements or the enjoyment thereof by the Members; (4) the construction will not unreasonably interfere with existing views from other Units; and (5) the upkeep and maintenance will not become a burden on the Association.

(b) The ARC may condition its review and/or approval of plans and specifications for any Improvement upon any one or more or all of the following conditions: (1) such changes therein as the ARC deems appropriate; (2) agreement by the Applicant to grant appropriate easements to the Association for the maintenance of the Improvement; (3) agreement of the Applicant to reimburse the Association for the costs of maintenance; (4) agreement of the applicant to submit "as-built" record

drawings certified by a licensed architect or engineer which describe the Improvements in detail as actually constructed upon completion of the Improvement; (5) payment or reimbursement, by Applicant, of the ARC and/or its members for their actual costs incurred in considering the plans and specifications; and/or (6) agreement by the Applicant to furnish to the ARC a cash deposit or other security acceptable to the ARC in an amount reasonably sufficient to (A) assure the completion of such Improvement or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Improvement, and (B) to protect the Association and the other Owners against mechanic's liens or other encumbrances which may be Recorded against their respective interests in the Properties or damage to the Common Elements as a result of such work; (7) payment, by Applicant, of the professional fees of a licensed architect or engineer to review the plans and specifications on behalf of the ARC, if such review is deemed by the ARC to be necessary or desirable; and/or (8) such other conditions as the ARC may reasonably determine to be prudent and in the best interests of the Association. The ARC may further require submission of additional plans and specifications or other information prior to approving or disapproving materials submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans and specifications, requiring a fee to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of such fee shall be uniform, or that the fee may be determined in any other reasonable manner, such as based upon the reasonable cost of the construction, alteration or addition contemplated or the cost of architectural or other professional fees incurred by the ARC in reviewing plans and specifications. Also, with respect to plans and specification which may involve or which may have a direct impact on one or more neighbors of the applicant, the ARC in its sole discretion may require a Neighbor Impact Statement (in such form as may be required from time to time by the ARC), with written approval signed by all such involved neighbors, to be submitted by applicant to the ARC together with the relevant plans and specifications.

(c) The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, landscaping plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans and specifications submitted for approval. **Any application submitted pursuant to this Section 8.2 shall be deemed disapproved, unless written approval by the ARC shall have been transmitted to the Applicant within forty-five (45) days after the date of receipt by the ARC of all required materials.** The ARC will or may condition any approval required in this Article 8 upon, among other things, compliance with Declarant's (a) design criteria, (b) Improvement standards and (c) development standards, as amended from time to time, all of which are incorporated herein by this reference.

(d) Any Owner aggrieved by a decision of the ARC may appeal the decision to the ARC in accordance with procedures to be established by the ARC. Such procedures would include the requirement that the appellant has modified the requested action or has new information which would in the ARC's opinion warrant reconsideration. If the ARC fails to allow an appeal or if the ARC, after appeal, again rules in a manner aggrieving the appellant, the decision of the ARC is final. The foregoing notwithstanding, after such time as the Board appoints all members of the ARC, all appeals from ARC decisions shall be made to the Board, which shall consider and decide such appeals.

(e) Notwithstanding the foregoing or any other provision herein, the ARC's jurisdiction shall extend only to the external appearance or "aesthetics" of any Improvement, and shall not extend to structural matters, method of construction, or compliance with a building code or other applicable legal requirement. ARC approval shall be subject to all applicable requirements of applicable

government authority, drainage, and other similar matters, and shall not be deemed to encompass or extend to possible impact on neighboring Units.

Section 8.3 Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate an ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 8.8 below. In the absence of such designation, the vote of a majority of the ARC, or the written consent of a majority of the ARC taken without a meeting, shall constitute an act of the ARC.

Section 8.4 No Waiver of Future Approvals. The approval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 8.5 Compensation of Members. Subject to the provisions of Section 8.2(b) above, members of the ARC shall not receive compensation from the Association for services rendered as members of the ARC.

Section 8.6 Correction by Owner of Nonconforming Items. Subject to all applicable requirements of governmental authority, ARC inspection (which shall be limited to inspection of the visible appearance of the size, color, location and materials of work), and Owner correction of visible nonconformance therein, shall proceed as follows:

(a) The ARC or its duly appointed representative shall have the right to inspect any Improvement ("Right of Inspection") whether or not the ARC's approval has been requested or given, provided that such inspection shall be limited to the visible appearance of the size, color, location, and materials comprising such Improvement (and shall not constitute an inspection of any structural item, method of construction, or compliance with any applicable requirement of governmental authority). Such Right of Inspection shall, however, terminate sixty (60) days after receipt by the ARC of written notice from the Owner of the Unit that the work of Improvement has been completed. If, as a result of such inspection, the ARC finds that such Improvement was done without obtaining approval of the plans and specifications therefor or was not done in substantial compliance with the plans and specifications approved by the ARC, it shall, within sixty (60) days from the inspection, notify the Owner in writing of the Owner's failure to comply with this Article 8 specifying the particulars of noncompliance. If work has been performed without approval of plans and specifications therefor, the ARC may require the Owner of the Unit in which the Improvement is located, to submit "as-built" record drawings certified by a licensed architect or engineer which describe the Improvement in detail as actually constructed. The ARC shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If, upon the expiration of sixty (60) days from the date of such notification, the Owner has failed to remedy such noncompliance, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance (with the visible appearance of the size, color, location, and/or materials thereof) and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a notice of noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the noncompliance, and, in addition,

may peacefully remedy the noncompliance. The Owner shall reimburse the Association, upon demand, for all expenses (including reasonable attorneys' fees) incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Special Assessment against the Owner for reimbursement as provided in this Declaration. The right of the Association to remove a noncomplying Improvement or otherwise to remedy the noncompliance shall be in addition to all other rights and remedies which the Association may have at law, in equity, or in this Declaration.

(c) If for any reason the ARC fails to notify the Owner of any noncompliance with previously submitted and approved plans and specifications within sixty (60) days after receipt of written notice of completion from the Owner, the Improvement shall be deemed to be in compliance with ARC requirements (but of course shall remain subject to all requirements of applicable governmental authority).

(d) All construction, alteration or other work shall be performed as promptly and as diligently as possible and shall be completed within one hundred eighty (180) days of the date on which the work commenced.

Section 8.7 Scope of Review. The ARC shall review and approve, conditionally approve, or disapprove, all proposals, plans and specifications submitted to it for any proposed Improvement, alteration, or addition, solely on the basis of the considerations set forth in Section 8.2 above, and solely with regard to the visible appearance of the size, color, location, and materials thereof. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any proposal, plan or design from the standpoint of structural safety or conformance with building or other codes. **Each Owner shall be responsible for obtaining all necessary permits and for complying with all governmental (including, but not necessarily limited to County) requirements.**

Section 8.8 Variances. When circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may require, the ARC may authorize limited variances from compliance with any of the architectural provisions of this Declaration, including without limitation, restrictions on size (including height and/or floor area) or placement of structures, or similar restrictions. Such variances must be evidenced in writing, must be signed by a majority of the ARC, and shall become effective upon Recordation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. **The granting of any such variance by the ARC shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws, regulations, and requirements affecting the use of his or her Unit, including but not limited to zoning ordinances and Unit set-back lines or requirements imposed by the County, or other public authority with jurisdiction.** The granting of a variance by the ARC shall not be deemed to be a variance or approval from the standpoint of compliance with such laws or regulations, nor from the standpoint of structural safety, and the ARC, provided it acts in good faith, shall not be liable for any damage to an Owner as a result of its granting or denying of a variance.

Section 8.9 Non-Liability for Approval of Plans. The ARC's approval of proposals or plans and specifications shall not constitute a representation, warranty or guarantee, whether express or implied, that such proposals or plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such proposals or plans and specifications, neither the ARC, the members thereof, the Association, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in the structure



constructed from such proposals or plans or specifications. Neither the ARC, any member thereof, the Association, the Board, nor Declarant, shall be liable to any Member, Owner, occupant, or other Person or entity for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any proposals, plans and specifications and drawings, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved proposals, plans and specifications and drawings.

Section 8.10 Architectural Guidelines. The ARC, in its sole discretion, from time to time, may, but is not obligated to, promulgate Architectural and Landscape Standards and Guidelines for the Community.

Section 8.11 Declarant Exemption. The ARC shall have no authority, power or jurisdiction over Units owned by Declarant, and the provisions of this Article 8 shall not apply to Improvements built by Declarant, or, until such time as Declarant conveys title to the Unit to a Purchaser, to Units owned by Declarant. This Article 8 shall not be amended without Declarant's written consent set forth on the amendment.

Section 8.12 LMA Declaration; Master Declaration. The foregoing architectural and landscaping control provisions shall be in addition to, and cumulative with, any and all expressly applicable architectural and landscaping control provisions of the LMA Declaration and/or Master Declaration respectively. In the event of any irreconcilable conflict, the provisions of the LMA Declaration and/or Master Declaration shall prevail.

## **ARTICLE 9**

### **MAINTENANCE AND REPAIR OBLIGATIONS**

Section 9.1 Maintenance and Repair Responsibilities of Association. No Improvement, excavation or work which in any way alters the Common Elements shall be made or done by any Person other than initially by Declarant, or by the Association or its authorized agents after the completion of the construction or installation of the Improvements thereto by Declarant. Subject to this Declaration (including, but not limited to the provisions of Sections 9.3 and 11.1(b) hereof), upon the Assessment Commencement Date, the Association shall provide for the periodic maintenance, repair, and replacement of the Common Elements. The Common Elements shall be maintained in a safe, sanitary and attractive condition, and in good order and repair. The Association shall also provide for any utilities serving the Common Elements, and shall ensure that any landscaping on the Common Elements is regularly and periodically maintained in good order and in a neat and attractive condition. The Association shall not be responsible for the maintenance of any portions of the Common Elements which have been dedicated to and accepted for maintenance by a state, local or municipal governmental agency or entity. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in its business judgment to be appropriate. Without limiting the foregoing, the Association's obligations hereunder shall include, but not necessarily be limited to, the following:

(a) Painting. The Board and/or Manager shall cause all Improvements in the Common Elements to be repaired and/or repainted as necessary to maintain the original appearance thereof (normal wear and fading excepted).

(b) Utilities. The Board and/or Manager shall cause to be maintained properly and in good condition and repair all utilities and utility systems in the Common Elements. The Board and/or Manager shall cause all water and/or sewer infrastructure, as set forth herein, to be inspected at least

quarterly, and at least one such inspection each year shall be done by a licensed and qualified contractor or architect with expertise in the construction and maintenance of such water/sewer infrastructure, who shall provide a written report to the Board and/or Manager. Common Element sewer lines may be cleaned annually (or on such other periodic frequency as deemed reasonably prudent by the Board), from each Triplex Building to the street. Common Element water lines may be "exercised" once each year (or on such other periodic frequency as deemed reasonably prudent by the Board), by turning each valve off and on several times in succession. The Board and/or Manager shall cause any and all necessary or prudent repairs to be undertaken and completed without delay in a manner and to the extent necessary to prevent avoidable deterioration or property damage.

(c) Drainage; Landscaping; Irrigation. The Board and/or Manager shall cause all drainage systems, landscape installations, and irrigation systems within the Common Elements to be inspected at least monthly. In particular, the Board and/or Manager shall inspect for any misaligned, malfunctioning or nonfunctional sprinklers, or blocked drainage grates, basins, lines, and systems, which could cause damage to Improvements on the Properties. At least one such inspection each year shall be done by a licensed and qualified contractor or architect with expertise in the construction and maintenance of such drainage and landscape installations, who shall be required to promptly provide a written report to the Board. The written reports shall identify any items of maintenance or repair which either require current action by the Association, or will need further review and analysis, and shall specifically include a review of all irrigation and drainage systems on the Properties. The Board and/or Manager shall cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage. Without limiting the following, all landscaping shall be maintained as per the following minimum maintenance standards:

- (1) lawn and ground cover shall be kept mowed and/or trimmed regularly;
- (2) plantings shall be kept in a healthy and growing condition; fertilization, cultivation, spraying and tree pruning shall be performed as part of a regular landscaping program;
- (3) stakes, guys and ties on trees shall be checked regularly, to ensure the correct function of each; ties shall be adjusted to avoid creating abrasions or girdling of the trunk or stem;
- (4) damage to plantings shall be ameliorated within thirty (30) days of occurrence; and
- (5) irrigations systems shall be kept in sound working condition; adjustment, replacement of malfunctioning parts, and cleaning of systems, shall be an integral part of the regular landscaping program.

(d) Hardscape; Private Streets. The Board and/or Manager shall cause all Common Elements hardscape, paved areas, and Private Streets within the Properties to be inspected at least quarterly. At least one such inspection each year shall be done by a licensed and qualified contractor or architect with expertise in the construction and maintenance of such hardscape and paved areas, who shall be required to promptly provide a written report to the Board. The written reports shall identify any items of maintenance or repair which either require current action by the Association, or will need further review and analysis. The Board and/or Manager shall cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage. Without limiting the foregoing, the Board and/or Manager shall cause all Common Element asphalt to be sealed and re-stripped at least as frequently as may be required per County standards, or more frequently, if so required, using two coats of a guard top or walk top type sealer.



(e) Inspections. After the end of the Declarant Control Period, the Board and Manager shall conduct inspections of the Common Elements as set forth above, and shall provide Declarant with at least ten days' prior written notice of each such inspection. Declarant shall have the option, in its sole discretion, without obligation, to attend each such inspection.

(f) Reports. Throughout the term of this Declaration, the Board and the Manager shall promptly deliver to Declarant information copies of all written inspections and reports rendered pursuant to the Association's maintenance and repair responsibilities hereunder (without any obligation whatsoever of Declarant to review such documents or to take any action in connection therewith).

(g) Other Responsibilities. Without limiting the generality of any of the foregoing, the Association shall also be responsible for:

(1) replacement of burned-out light bulbs and broken fixtures on "coach lights" located at or near the front door of the Unit, pursuant to Section 9.3, below, in the event that the Owner of the affected Unit does not immediately make such replacement, and to assess such Owner the sum of not less than Fifty Dollars (\$50.00) for each such replacement, as a Special Assessment.

(2) removing any trash, garbage, or debris from Common Elements; and

(3) cleaning and making necessary repairs and replacement to and of the perimeter walls and/or fencing.

(h) Failure to Maintain. The Association shall be responsible for accomplishing its maintenance and repair obligations fully and timely from time to time, as set forth in this Declaration. Failure of the Association to fully and timely accomplish such maintenance and repair responsibilities may result in deterioration and/or damage to Improvements, and such damage and/or deterioration shall in no event be deemed to constitute a constructional defect.

Section 9.2 Inspection Responsibilities of Association. Within thirty (30) days after the date which is one (1) year after the first Close of Escrow of a Unit, and annually thereafter, the Board (and, so long as Declarant owns any portion of the Properties, a representative of Declarant) shall conduct a thorough walk-through inspection of the Common Elements. If, at the time of such inspection, there are no Directors other than those appointed by Declarant, up to two (2) Owners, other than Declarant, shall be permitted to accompany such inspection. At the Board's option, the inspection may be videotaped. Following the inspection, the Board shall prepare a detailed written description of the then-existing condition of all such areas, facilities and buildings, including a checklist of all items requiring repairs or special attention. A similar checklist shall be prepared and signed by the Board and/or Manager within thirty (30) days after the election of the first Board elected following the end of the Declarant Control Period. It shall at all times be an express obligation of the Association to properly inspect (as aforesaid), repair, maintain, and/or replace such items, facilities, structures, landscaping and areas as are required to maintain the Common Elements in as good condition thereof as originally constructed by Declarant (reasonable wear and tear, settling and deterioration excepted). The Board shall report the contents of such written reports to the Members, at the next meeting of the Members following receipt of such written report, or as soon thereafter as reasonably practicable, and shall include such written reports in the minutes of the meeting. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices, and the recommendations of the inspectors. If requested by Declarant, copies of such reports shall also be delivered to Declarant. The foregoing notwithstanding, neither Declarant nor the Board shall be liable for any failure or omission under this Section 9.2, so long as

Declarant and/or the Board (as may be applicable) has acted in good faith and with reasonable due diligence in carrying out its responsibilities hereunder.

Section 9.3 Maintenance and Repair Obligations of Owners. It shall be the duty of each Owner, at his or her sole cost and expense, subject to the provisions of this Declaration requiring ARC approval, to maintain, repair, replace and restore all Improvements located on his or her Unit, the Unit itself, and any Exclusive Use Area pertaining to his or her Unit, in a neat, sanitary and attractive condition, except for any areas expressly required to be maintained by the Association under this Declaration. If any Owner shall permit any Improvement, the maintenance of which is the responsibility of such Owner, to fall into disrepair or to become unsafe, or unsightly, or otherwise to violate this Declaration, the Board shall have the right to seek any remedies at law or in equity which the Association may have. In addition, the Board shall have the right, but not the duty, after Notice and Hearing as provided in the Bylaws, to enter upon such Unit and/or Exclusive Use Area to make such repairs or to perform such maintenance and to charge the cost thereof to the Owner. Said cost shall be a Special Assessment, enforceable as set forth in this Declaration. Without limiting the foregoing, each Owner shall be responsible for the following:

(a) maintenance, repair, and/or replacement of all exterior walls, and all roof area of the Triplex Building (including the exteriors of exterior walls of Yard Components) in which the Owner's Unit is located, respectively appurtenant to said Unit, (provided that the portions of ground floor exterior wall immediately above and adjacent to the Garage Components of Units 2 and 3 shall be the responsibility of the Owners of Units 2 and 3 respectively, who shall have an easement to maintain, repair, and paint such portions) in conformity with the original construction thereof; without limiting the foregoing, exterior painting of Triplex Buildings shall be the responsibility of the Owners of the Units in each Triplex Building, and if two (2) of the three (3) such Owners agree that such exterior painting is required, they shall have the right, following reasonable notice to the third such Owners, to proceed with such painting and to require such third Owner to equally or equitably share the cost of such painting. All such painting shall match as closely as possible the original color of the Triplex Building (subject to variation only if approved in advance in writing by the Board in its sole and absolute discretion), and shall be accomplished by a duly licensed contractor.

(b) periodic painting, maintenance, repair, and/or replacement of the front doors to the Owner's Units, and Garage sectional roll-up doors;

(c) annual inspection and repair or replacement of heat sensors, as originally installed in certain (but not necessarily all) of the Owner's Unit;

(d) cleaning, maintenance, repair, and/or replacement of any and all plumbing fixtures, electrical fixtures, and/or appliances (whether "built-in" or free-standing, including, by way of example and not of limitation: water heaters (and associated pans), furnaces, plumbing fixtures, lighting fixtures, refrigerators, dishwashers, garbage disposals, microwave ovens, washers, dryers, and ranges), within the Owner's Unit;

(e) cleaning, maintenance, painting and repair of the interior of the front door of the Owner's Unit; cleaning and maintenance of the exterior of said front door, subject to the requirement that the exterior appearance of such door shall not deviate from its external appearance as originally installed by Declarant;

(f) cleaning, maintenance, repair, and/or replacement of all windows and window glass within or exclusively associated with, the Owner's Unit, including the metal frames, tracks, and

exterior screens thereof, subject to the requirement that the exterior appearance of such items shall not deviate from its external appearance as originally installed by Declarant;

(g) cleaning, and immediate, like-kind replacement of burned-out light bulbs, and broken light fixtures, with respect to the "coach lights" at or near the front door of the Owner's Unit; in the event that the Owner does not immediately accomplish his or her duties under this subsection (g), the Association shall have the rights set forth in Section 9.1(h), above.

(h) cleaning, maintenance, repair, and replacement of the HVAC, located on an easement within the Common Elements, serving such Owner's Unit exclusively (but not the concrete pad underneath such HVAC), subject to the requirement that the appearance of such items shall not deviate from their appearance as originally installed by Declarant;

(i) maintenance, repair, and replacement of Garage remote openers, subject to the requirement that any replacement therefor be purchased by the Owner from the Association; and

(j) without limiting any of the foregoing: cleaning, maintenance, repair, and replacement of the door opener and opening mechanism located in the Owner's Garage (provided that any replacement door opener shall be a "quiet drive" unit, at least as quiet as the unit originally installed by Declarant), so as to reasonably minimize noise related to or caused by an unserviced or improperly functioning Garage door opener and/or opening mechanism.

#### Section 9.4 Restrictions on Alterations.

(a) No Owner shall make any alterations or additions to any portion of the exterior of the Triplex Building in which such Owner's Unit (including Garage) is located, or to the Yard Component. Without limiting the foregoing, no Owner shall add concrete to a Yard Component, or install a patio or cover on the Yard Component. Notwithstanding the foregoing, flower pots and/or "planters" (in which the roots of plants does not extend past the planter into the ground or below ground level) may be permitted in Yard Components, subject to prior approval by the ARC, provided that no automated irrigation or sprinkler system shall be permitted in connection with such flower pots and/or planters, which must be watered by hand.

(b) Nothing shall be done in or to any part of the Properties which will impair the structural integrity of any part of the Properties except in connection with the alterations or repairs specifically permitted or required hereunder.

(c) Anything to the contrary herein notwithstanding, there shall be no alteration or impairment of, the structural integrity of, or any plumbing or electrical work within, any common wall without the prior written consent of the Board and all Owners of affected Units, which consent shall not be unreasonably withheld. Each Owner shall have the right to paint, wallpaper, or otherwise furnish the interior surfaces of his Unit as he sees fit.

(d) No improvement or alteration of any portion of the Common Elements shall be permitted without the prior written consent of the Board.

(e) No Owner shall change or modify the condition or appearance of any exterior window or door or any portion thereof, as viewed from any portion of the Properties, without the prior written consent of the Board.

(f) Notwithstanding any other provision herein, the Board, in compliance with applicable law, shall give prompt consideration to, and shall reasonably accommodate, the request of any Resident who suffers from visual or hearing impairment, or is otherwise physically handicapped, to reasonably modify his or her Unit (including, but not necessarily limited to, the entrance thereto through Common Elements, the front door thereof, and/or appropriate features of a Garage), at the expense of such handicapped Resident, to facilitate access to the Unit, or which are otherwise necessary to afford such handicapped Resident an equal opportunity to use and enjoy his or her Dwelling.

(g) The foregoing provisions shall not apply to the initial construction activities of Declarant.

Section 9.5 Reporting Responsibilities of Owners. Each Owner shall promptly report in writing to the Board any and all visually discernible items or other conditions, with respect to his Unit (including Garage), Triplex Building and areas adjacent to his Unit, which reasonably appear to require repair. Delay or failure to fulfill such reporting duty may result in further damage to Improvements, requiring costly repair or replacement.

Section 9.6 Disrepair; Damage by Owners. If any Owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, and after affording such Owner reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon such Owner's Unit, for the purpose of so doing, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost may be assessed as a Special Assessment pursuant to Section 6.11 above, and, if not paid timely when due, shall constitute unpaid or delinquent assessments for all purposes of Article 7, above. The Owner of the offending Unit shall be personally liable for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor. Any other provision herein notwithstanding, the cost of any cleaning, maintenance, repairs, and/or replacements by the Association within the Common Elements or any other Unit, arising out of or caused by the willful or negligent act of an Owner, his or her tenants, or their respective Families, guests or invitees shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner pursuant to Section 6.11, above, and, if not paid timely when due, shall constitute unpaid or delinquent assessments pursuant to Article 7, above.

Section 9.7 Damage by Owners to Common Elements. The cost of any maintenance, repairs or replacements by the Association within the Common Elements arising out of or caused by the willful or negligent act of an Owner, his or her tenants, or their respective Families, guests or invitees shall, after Notice and Hearing, be levied by the Board as a Special Assessment against such Owner as provided pursuant to Section 6.11, above, and if not paid timely when due, shall constitute unpaid or delinquent assessments pursuant to Article 7 above.

Section 9.8 Pest Control Program. If the Board adopts an inspection, prevention and/or eradication program ("pest control program") for the prevention and eradication of infestation by wood destroying pests and organisms, the Association, upon reasonable notice (which shall be given no less than fifteen (15) days nor more than thirty (30) days before the date of temporary relocation) to each Owner and the Residents of the Unit, may require such Owner and Residents to temporarily relocate from the Unit in order to accommodate the pest control program. The notice shall state the reason for the temporary relocation, the anticipated dates and times of the beginning and end of the pest control program, and that the Owner and Residents will be responsible, at their own expense, for their own accommodations during the temporary relocation. Any damage caused to a Unit or Common Elements

by the pest control program shall be promptly repaired by the Association. All costs involved in maintaining the pest control program, as well as in repairing any Unit or Common Elements shall be a Common Expense, subject to a Special Assessment therefor, and the Association shall have an easement over the Units for the purpose of effecting the foregoing pest control program.

Section 9.9 Damage and Destruction Affecting Dwellings and Duty to Rebuild. If all or any portion of any Unit or Dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Unit to rebuild, repair or reconstruct the same in a manner which will restore the Unit substantially to its appearance and condition immediately prior to the casualty or as otherwise approved by the ARC. The Owner of any damaged Unit shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause reconstruction to commence within three (3) months after the damage occurs and to be completed within six (6) months after the damage occurs, unless prevented by causes beyond his or her reasonable control. A transferee of title to the Unit which is damaged shall commence and complete reconstruction in the respective periods which would have remained for the performance of such obligations if the Owner at the time of the damage still held title to the Unit.

Section 9.10 Yard Walls/Fences. Each wall which is built as a part of the original construction by Declarant and placed approximately between a Yard Component and Common Elements shall constitute a "Yard Wall/Fence". The cost of repair and maintenance of a Yard Wall/Fence shall be borne by the Owner ("Wall Owner") of the Unit whose Yard Component abuts the Yard Wall/Fence. The cost of reasonable repair and maintenance of Yard Walls/Fences shall be shared by the Owners who use such Yard Wall/Fence in proportion to such use (e.g., if the Yard Wall/Fence is the boundary between two Owners, then each such Owner shall bear half of such cost). Notwithstanding any other provision in this Declaration, in the event that any Yard Wall/Fence as originally constructed by Declarant, is not constructed exactly on the property line or as shown on the Plat, the Owners (and/or Association) affected shall accept the Yard Wall/Fence as the property boundary, and shall have no claim whatsoever against Declarant, the Association, or any other Owner as a result thereof or in connection therewith. If a Yard Wall/Fence is destroyed or damaged by fire or other casualty, the Yard Wall/Fence shall be promptly restored, to its condition and appearance before such damage or destruction, by the Wall Owner. Subject to the foregoing, in the event the Wall Owner does not fulfill his obligations, the Association shall have the right, but not the obligation, and an easement, to restore Yard Wall/Fence to its condition and appearance before such destruction or damage, and may assess the costs thereof a Special Assessment against the Wall Owner pursuant to Section 6.11 above, and may enforce the same pursuant to Article 7, above. Any other provision herein notwithstanding, no Owner shall alter, add to, or remove any Yard Wall/Fence constructed by Declarant, or portion of such wall or fence, without the prior written consent of the Declarant (during the Declarant Control Period), and prior written approval of the ARC. In the event of any dispute arising concerning a Yard Wall/Fence under the provisions of this Section 9.10, each party shall choose one arbitrator, each such arbitrator shall choose one additional arbitrator, and the decision of a majority of such panel of arbitrators shall be binding upon the Owners which are a party to the arbitration.

Section 9.11 Additional Wall/Fence Provisions. Units initially may be developed by Declarant and conveyed to Purchasers with or without Yard Components and/or Yard Walls/Fences. In the event one or more Units is or are initially developed and conveyed without such walls or fences (i.e., "open landscaping"), Declarant reserves the right (but not the obligation) thereafter at any time, in its discretion, following notice to the Owners thereof, to enter upon such Units and Common Elements and to construct thereon Yard Walls/Fences (and Declarant expressly reserves an easement upon all Units and Common Elements for itself, and its agents, employees, and contractors, for such purpose). Construction by Declarant of a Yard Wall/Fence on any Yard Component shall raise absolutely no presumption or obligation to construct a similar or any wall or fence on any other Yard Component. Walls or fences initially installed by Declarant shall not be added to, removed, modified, changed, or

obstructed by any Owner absent prior written approval of the ARC, and shall not in any manner or degree relieve any Owner of his or her obligation to maintain the entire Unit, regardless of the location of such wall or fence, as well as such wall or fence.

Section 9.12 Installed Landscaping.

(a) Declarant shall or may install certain landscaping in Yard Components ("Installed Landscaping"). Each Owner shall be responsible, at his sole expense, for: (1) maintenance, repair, replacement, and watering of all Installed Landscaping on his Yard Component in a neat and attractive condition; and (2) maintenance, repair, and/or replacement of any and all sprinkler or irrigation or other related systems or equipment pertaining to such landscaping, as initially installed by Declarant, subject to Subsection 9.12(b) below. An Owner shall not be entitled to change, alter, delete, or add to, the Installed Landscaping in such Owner's Yard Component in the absence of prior written consent of the ARC, in its sole and absolute discretion.

(b) To help prevent and/or control water damage to foundations and/or walls, each Owner covenants, by acceptance of a deed to his Unit, whether or not so stated in such deed, to not cause or permit spray irrigation water or sprinkler water or drainage on his Yard Component to seep or flow onto, or to strike upon, any foundation, slab, side or other portion of Dwelling, wall (including, but not necessarily limited to, Triplex Building wall and/or Yard Wall/Fence), and/or any other Improvement. Without limiting the generality of the foregoing or any other provision in this Declaration, each Owner shall at all times ensure that: (1) there are no unapproved grade changes (including, but not necessarily limited to, mounding) within three (3) feet of any such foundation or wall located on or immediately adjacent to the Owner's Unit; and (2) only non-irrigated desert landscaping or drip (and not spray or sprinkler) irrigated landscaping is located on the Owner's Unit or Yard Component within three feet of any foundation, slab, side or other portion of Dwelling or Yard Wall/Fence and/or any other Improvement.

(c) Each Owner covenants to pay promptly when due all water bills for his or her Unit, and (subject to bona-fide force majeure events) to not initiate or continue any act or omission which would have the effect of water being shut off to the Unit. In the event that all or any portion of landscaping and/or related systems is or are damaged because of any Owner's act or omission, then such Owner shall be solely liable for the costs of repairing such damage, and any and all costs reasonably related thereto, and the Association may, in its discretion, perform or cause to be performed such repair, and to assess all related costs against such Owner as a Special Assessment, and the Association, and its employees, agents and contractors, shall have an easement over Units to perform such function.

Section 9.13 Modification of Improvements. Maintenance and repair of Common Elements shall be the responsibility of the Association, and the costs of such maintenance and repair shall be Common Expenses; provided that, in the event that any Improvement located on Common Elements is damaged because of any Owner's act or omission, such Owner shall be solely liable for the costs of repairing such damage and any and all costs reasonably related thereto, all of which costs may be assessed against such Owner as a Special Assessment under this Declaration. Without limiting Section 9.14, below, each Owner covenants, by acceptance of a deed to his Unit, whether or not so stated in such deed, to not: add to, remove, modify, change, obstruct, or landscape, all or any portion of: (a) the Common Elements; (b) Yard Component; (c) Installed Landscaping; (d) Yard Wall(s)/Fence(s); (e) Triplex Building; and/or (f) any other Improvement; without prior written approval of the ARC.

Section 9.14 Certain Other Improvements. Notwithstanding Section 9.13 or any other provision of this Declaration: (a) only Declarant, in its sole and absolute discretion, and no other Owner



or other Person, shall have the right to construct, or shall construct, a Patio or Balcony (and Declarant discloses that, as of the date of Recordation hereof, Declarant does not presently intend to construct any Patios or Balconies); and (b) only Declarant, in its discretion, and no other Owner or other Person, may add additional concrete in or to a Yard Component.

Section 9.15 Graffiti Removal. The Association may, at its discretion, remove or paint over any graffiti from or on Exterior Walls/Fences (the costs of which shall be a Common Expense).

Section 9.16 Maintenance of Coach Lights. Each Owner shall at all times maintain in good and operating condition any and all coach lights ("Coach Lights") installed by Declarant on the exterior of the Owner's Dwelling or Garage. Such Owner maintenance shall include, but not be limited to, immediate replacement of burnt-out light bulbs and broken coach light fixtures, and prompt periodic replacement of photoelectric cells in the Coach Lights, when and as needed. Absent prior written approval of the ARC, in its sole discretion, no Owner may delete, modify, or change any Coach Light or part thereof as initially installed by Declarant. If any Owner shall fail to so maintain such Coach Lights, or permit such lighting to fall into disrepair, or delete or modify such lighting without prior approval of the ARC, the Association shall have the right to correct such condition, and the Owner shall be solely liable for the costs thereof and any and all costs reasonably related thereto, all of which costs may be assessed against such Owner as a Special Assessment under this Declaration. Without limiting the foregoing, in the event that an Owner does not immediately replace a burnt-out Coach Light bulb, the Association shall have the right to enter upon the Unit and to replace such light bulb, and to assess the Owner the sum of not less than Fifty Dollars (\$50.00) for each such replacement, as a Special Assessment. Nothing in this Section 9.16 shall be construed as requiring or mandating initial installation by Declarant of Coach Lights.

## **ARTICLE 10**

### **USE RESTRICTIONS**

Subject to the rights and exemptions of Declarant as set forth in this Declaration, and subject further to the fundamental "good neighbor" policy underlying and controlling the Community and this Declaration, all real property within the Properties shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. The strict application of the limitations and restrictions set forth in this Article 10 may be modified or waived in whole or in part by the ARC in specific circumstances where such strict application would be unduly harsh, provided that any such waiver or modification shall not be valid unless in writing and executed by the ARC. Furthermore, violation of, or noncompliance with, a provision set forth in this Article 10 (unless it substantially threatens the health and welfare of the Owners and Community), shall not be enforced absent written complaint from one or more of the immediate neighbors of the alleged offending Owner (provided that Declarant, in its sole discretion, shall conclusively be deemed an "immediate neighbor" of all Units for so long as Declarant owns any Unit in the Properties). Any other provision herein notwithstanding, neither Declarant, the Association, the ARC, nor their respective directors, officers, members, agents or employees shall be liable to any Owner or to any other Person as a result of the failure to enforce any use restriction or for the granting or withholding of a waiver or modification of a use restriction as provided herein.

Section 10.1 Single Family Residence. Each Unit shall be improved and used solely as a residence for a single Family and for no other purpose. No part of the Properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, primary storage, vending, "reverse engineering", destructive construction testing, or any other nonresidential purpose; provided that Declarant may

exercise the reserved rights described in Article 14 hereof. The provisions of this Section 10.1 shall not preclude a professional or administrative occupation, or an occupation of child care, provided that the number of non-Family children, when added to the number of Family children being cared for at the Unit, shall not exceed a maximum aggregate of five (5) children, and provided further that there is no nuisance under Section 10.5 below, and no external evidence of any such occupation, for so long as such occupation is conducted in conformance with all applicable governmental ordinances and are merely incidental to the use of the Dwelling as a residential home. This provision shall not preclude any Owner from renting or leasing his or her entire Unit by means of a written lease or rental agreement subject to this Declaration and any Rules and Regulations; provided that no lease shall be for a term of less than six (6) consecutive months.

Section 10.2 No Further Subdivision. Except as may be expressly authorized by Declarant, no Unit or Common Element may be further subdivided (including, without limitation, any division into time-share estates or time-share uses) without the prior written approval of the Board; provided, however, that this provision shall not be construed to limit the right of an Owner: (1) to rent or lease his or her entire Unit by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Unit is not leased for transient or hotel purposes; (2) to sell his or her Unit; or (3) to transfer or sell any Unit to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property. The terms of any such lease or rental agreement shall be made expressly subject to the Governing Documents. Any failure by the lessee of such Unit to comply with the terms of the Governing Documents shall constitute a default under the lease or rental agreement. No two or more Units in the Properties may be combined in any manner whether to create a larger Unit or otherwise, and no Owner, without the approval of the ARC, in the ARC's discretion, may remove any wall or other intervening partition between Units.

Section 10.3 Insurance Rates. Without the prior written approval of the ARC and the Board, nothing shall be done or kept in the Properties which will increase the rate of insurance on any Unit or other portion of the Properties, nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any Unit or other portion of the Properties or which would be a violation of any law. Any other provision herein notwithstanding, neither the ARC nor the Board shall have any power whatsoever to waive or modify this restriction.

Section 10.4 Animal Restrictions. All Owners shall comply fully in all respects with all applicable Ordinances and rules regulating and/or pertaining to animals and the maintenance thereof on the Owner's Unit and/or any other portion of the Properties. Without limiting the foregoing, an Owner or Resident shall be permitted to keep in his or her Unit a reasonable number (normally not to exceed an aggregate total of two) of dogs, cats, and/or other animals, not more than forty (40) pounds in weight each, and generally considered to be "indoor" household animals; provided that the keeping of such household animals may be prohibited or restricted by the ARC if it reasonably determines that such household animals constitute a nuisance. Each person bringing or keeping a pet within the Properties shall be absolutely liable to other Owners and their Invitees for any damage to persons or property caused by any pet brought upon or kept upon the Properties by such person or by members of his or her family, his or her guests or Invitees and it shall be the duty and responsibility of each such Owner to immediately clean up after such animals which have deposited droppings or otherwise used any portion of the Properties or public street abutting or visible from the Property. Animals belonging to Owners or Invitees of any Owner must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

Section 10.5 Nuisances. No rubbish, debris, or animal feces of any kind shall be placed or permitted to accumulate anywhere within the Properties, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, or offensive. No



noise or other nuisance shall be permitted to exist or operate upon any portion of a Unit so as to be offensive or detrimental to any other Unit or to occupants thereof, or to the Common Elements. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other similar or unusually loud sound devices (other than security devices used exclusively for safety, security, or fire protection purposes), noisy or smoky vehicles, large power equipment or large power tools (excluding lawn mowers, edgers, and other equipment normally utilized in connection with ordinary landscape maintenance), inoperable vehicle, unlicensed off-road motor vehicle or other item which may unreasonably disturb other Owners or Residents, or any equipment or item which unreasonably interferes with regular television or radio reception within any Unit, or the Common Elements, shall be located, used or placed on any portion of the Properties without the prior written approval of the ARC. No unusually loud motorcycles, dirt bikes or other loud mechanized vehicles may be operated on any portion of the Common Elements without the prior written approval of the ARC, in its sole discretion. Alarm devices used exclusively to protect the security of a Dwelling and its contents shall be permitted, provided that such devices do not produce frequently occurring false alarms in a manner annoying to neighbors. The Board shall have the right to determine if any noise, odor, or activity or circumstance reasonably constitutes a nuisance. Each Owner and Resident shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Unit, including Dwelling. Each Owner and Resident shall be accountable to the Association and other Owners and Residents for the conduct and behavior of children and other Family members or persons residing in or visiting his or her Unit; and any damage to the Common Elements, personal property of the Association or property of another Owner or Resident, caused by such children or other Family members, shall be repaired at the sole expense of the Owner of the Unit where such children or other Family members or persons are residing or visiting.

Section 10.6 Exterior Maintenance and Repair; Owner's Obligations. No Improvement anywhere within the Properties shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. If any Owner or Resident shall permit any Improvement, the maintenance of which is the responsibility of such Owner or Resident, to fall into disrepair so as to create a dangerous, unsafe, or unsightly condition, the Board, after consulting with the ARC, and after affording such Owner or Resident reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon such Owner's Unit, for the purpose of so doing, and such Owner or Resident shall promptly reimburse the Association for the cost thereof. Such cost may be assessed as a Special Assessment pursuant to Section 6.11 above, and, if not paid timely when due, shall constitute an unpaid or delinquent Assessment for all purposes of Articles 6 and 7, above. The Owner and/or Resident of the offending Unit shall be personally liable for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner and/or Resident shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

Section 10.7 Drainage. By acceptance of a deed to a Unit, each Owner agrees for himself and his assigns that he will not in any way interfere with or alter, or permit any Resident to interfere with or alter, the established drainage pattern over any Unit, so as to affect said Unit, any other Unit, or the Common Elements or LMA Property or Master Association Property, unless adequate alternative provision is made for properly engineered drainage and approved in advance and in writing by the ARC, and any request therefor shall be subject to Article 8 above, including, but not necessarily limited to, any condition imposed by the ARC pursuant to Section 8.2(b) above, and further shall be subject to the Owner obtaining all necessary governmental approvals pursuant to Section 8.7, above. For the purpose hereof, "established drainage pattern" is defined as the drainage which exists at the time that such Unit is conveyed to a Purchaser from Declarant, or later grading changes which are shown on plans and specifications approved by the ARC.

Section 10.8 Water Supply and Sewer Systems. No individual water supply system, or cesspool, septic tank, or other sewage disposal system, or exterior water softener system, shall be permitted on any Unit unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any water or sewer district serving the Properties, and any applicable governmental health authorities having jurisdiction, and has been approved in advance and in writing by the ARC.

Section 10.9 No Hazardous Activities. No activities shall be conducted, nor shall any Improvements be constructed, anywhere in the Properties which are or might be unsafe or hazardous to any Person, Unit, or Common Elements or LMA Property or Master Association Property.

Section 10.10 No Unsightly Articles. No unsightly articles, shall be permitted to remain on any Unit so as to be visible from any street, or from any other Unit, or Common Elements. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers or enclosed areas designed for such purpose. Such containers shall be exposed to the view of the neighboring Units only when set out for a reasonable period of time (not to exceed twenty-four (24) hours before and after scheduled trash collection hours). There shall be no exterior fires whatsoever, except barbecue fires, and except as specifically authorized in writing by the ARC (and subject to applicable ordinances and fire regulations).

Section 10.11 No Temporary Structures; No Stucco Block Walls. Unless required by Declarant during the construction of Dwellings and other Improvements, or unless approved in writing by the ARC in connection with the construction of authorized Improvements: (a) no outbuilding, shed, tent, shack, or other temporary or portable structure or Improvement of any kind shall be placed upon any portion of the Properties; and (b) no stucco block walls shall be permitted anywhere in the Properties.

Section 10.12 No Drilling. No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon, in, or below any Unit or the Common Elements, nor shall oil, water or other wells, tanks, tunnels or mineral excavations or shafts be permitted upon or below the surface of any portion of the Properties. No derrick or other structure designed for use in boring for water, oil, geothermal heat, natural gas, or other mineral or depleting asset shall be erected.

Section 10.13 Alterations. There shall be no excavation, construction, alteration or erection of any projection which in any way alters the exterior appearance of any Improvement from any street, or from any other portion of the Properties (other than minor repairs or rebuilding pursuant to Section 10.6 above) without the prior approval of the ARC pursuant to Article 8 hereof. There shall be no violation of the setback, or other requirements of local governmental authorities, notwithstanding any approval of the ARC. This Section 10.13 shall not be deemed to prohibit minor repairs or rebuilding which may be necessary for the purpose of maintaining or restoring a Unit to its original condition.

Section 10.14 Signs. Subject to the reserved rights of Declarant contained in Article 14 hereof, no sign, poster, display, billboard or other advertising device or other display of any kind shall be installed or displayed to public view from any Unit or any other portion of the Properties, except for permitted signs of permitted dimensions in such areas of the Common Elements as shall be specifically designated by the Board for sign display purposes, subject to Rules and Regulations. **Notwithstanding the foregoing, or any other provision in this Declaration, subject to applicable law, there shall be no "for rent" sign(s) shall be posted or displayed on or from any Unit or anywhere else in the Properties.** The foregoing restriction shall not limit traffic and other signs installed by Declarant as part of the original construction of the Properties, and the replacement thereof (if necessary) in a professional and uniform manner.

Section 10.15 Antennas and Satellite Dishes. No exterior radio antenna or aerial, television antenna or aerial, microwave antenna, aerial or satellite dish, "C.B." antenna or other antenna or aerial of any type, which is visible from any street or from anywhere in the Properties, shall be erected or maintained anywhere in the Properties. Notwithstanding the foregoing, "Permitted Devices" (defined as antennas or satellite dishes: (a) which are one meter or less in diameter and designed to receive direct broadcast satellite service; or (b) which are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multi-point distribution services) shall be permitted, provided that such Permitted Device is located within the Unit, so as not to be visible from outside the Unit, or, if such location is not reasonably practicable, then attached to or mounted on the least conspicuous alternative location in a Yard Component, where an acceptable quality signal can be obtained; provided that Permitted Devices shall be reasonably screened from view from any other portion of the Properties, so long as such screening does not unreasonably increase the cost of installation, or use of the Permitted Device.

Section 10.16 Installation. No exterior addition, change or alteration to the exterior of any Residential Unit, other than as may be constructed by Declarant as part of the initial construction of the Properties, shall be commenced without the prior written approvals required under Article 8 of this Declaration; provided, however, that Owners shall be permitted to install screen doors in the exterior doors of such Owner's Residential Unit which conforms to any design, style, and quality standards for screen doors which may be adopted by the Board from time to time. No deck covers, wiring, or installation of air conditioning, water softeners, or other machines shall be installed on the exterior or within any other portion of the Residential Unit or be allowed to protrude through the walls or roofs of the Triplex Building (with the exception of those items installed during the original construction of the Properties), unless the prior written approvals required under Article 8 of this Declaration have been obtained. Nothing shall be done in or to any Unit or Triplex Building which will or may tend to impair the structural integrity of any other attached Unit or other Improvement in the Properties or which would structurally alter any such Triplex Building, except as otherwise expressly provided herein. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Properties for labor or materials alleged to have been furnished or delivered to the Properties or any for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge.

Section 10.17 Other Restrictions.

(a) No Owner or Resident shall keep or store any item in the Common Elements (subject to the right of such Person reasonably to store items in any private storage area exclusively allocated to such Person's Unit, subject to the Rules and Regulations), and nothing shall be altered, or constructed or planted in, or removed from, the Common Elements, without the written consent of the Board. No article shall be kept or stored in Yard Components, except reasonable quantities (in reasonable sizes) of patio furniture and house plants, subject to the "nuisance" provisions of Section 10.5, above. Any such patio furniture and/or house plants must be maintained in an attractive condition, and the care and watering of such plants must not damage or soil any other Unit, or any portion of the Common Elements.

(b) No item whatsoever shall or may be kept or stored on a Balcony.

(c) All utility and storage areas and all laundry rooms, including all areas in which clothing or other laundry is hung to dry, must be completely covered and concealed from view from other areas of the Properties and other neighboring properties. Subject to the foregoing, no clothes,

clothesline, sheets, blankets, laundry of any kind or any other article shall be hung out or exposed on any external part of the Units or Common Elements.

(d) No Owner shall cause or permit anything to be placed on the outside walls of his Unit (including Garage and Yard Component), and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to any part thereof.

(e) Any treatment of windows or glass doors (including, but not limited to, interior shutters), other than draperies, curtains or blinds, if any, of the type and color originally installed by Declarant, shall be subject to the prior written approval of the Board. Aluminum foil and similar material shall not be permitted in any exterior window or glass door. Screens on doors and windows, other than any which may be installed by Declarant in its sole discretion, are permitted only if approved in advance by the Board.

(f) Holiday decorations which may be viewed from other portions of the Properties may only be installed inside the windows of a Unit, provided that such installment shall be done in such manner as not to compromise or damage the surface or item to which installed or attached. Such decorations must be installed and removed in a reasonably seasonal manner, and, during the appropriate period of display, shall be maintained in a neat and orderly manner.

(g) All Units and Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(h) No spa, jetted tub, hot tub, water bed, or similar item (except for any bathroom tub installed by Declarant as part of the original construction of a Unit) shall be permitted or located within any Unit (including, but not limited to, Garage Component or Yard Component). The foregoing notwithstanding, upon prior written approval of the Board, an Owner may have such original bathroom tub professionally replaced, if necessary, in a size and capacity not to exceed said original bathroom tub, provided that the Owner shall be solely responsible for any and all damages caused thereby or arising in connection therewith. The Board may require the Owner to produce a reasonable bond or applicable insurance before permitting any replacement bathroom tub to be installed in a Unit.

#### Section 10.18 Parking and Vehicular Restrictions.

(a) No Person shall park, store or keep anywhere within the Properties any vehicle (which term for purposes herein shall include any vehicle, boat, aircraft, motorcycle, golf cart, jet ski, motor home, recreational vehicle, trailer, camper, other motorized item, vehicular equipment, and/or other item used in connection with or pertaining to any of the foregoing, whether mobile or not), which is deemed by the Board to be a nuisance. Subject to, and without limiting, the foregoing, no Person shall park, store or keep anywhere on the Properties, any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; or any inoperable vehicle or any other similar vehicle; provided that any truck up to and including one (1) ton when used normally for everyday-type personal transportation, may be kept by an Owner or Resident.

(b) No maintenance or repair of any vehicle shall be undertaken within the Properties. No vehicle shall be left on blocks or jacks, except within a fully closed two car Garage, subject to Sections 10.5, 10.19, and 10.20, hereof. No washing of any vehicle shall be permitted anywhere within the Properties, except only in specifically designated areas (Hose Bib Spaces pursuant to Section 2.23, above), subject to Rules and Regulations.

(c) Subject to the "nuisance" provisions of Section 10.5, above, no Person shall park, store or keep anywhere in the Properties any unregistered or inoperable vehicle, except only within a fully closed two car Garage.

(d) No parking whatsoever shall be permitted in any designated "no parking" area, any entry gate area of the Properties, or any courtyard within the Properties. No parking of any vehicle shall be permitted along any curb or otherwise on any street within the Properties, except only for temporary guest parking, subject to Rules and Regulations established by the Board, and subject further to all applicable laws and ordinances.

(e) The Association shall have the right to tow vehicles parked in violation of this Declaration and/or the Rules and Regulations.

(f) Parking is prohibited on Arlington Ranch Boulevard and/or Richmar Avenue.

(g) These parking restrictions shall not be interpreted in such a manner as to permit any activity which would be prohibited by applicable Ordinance.

Section 10.19 Garages. Garages shall be used exclusively for the parking of vehicles, and shall not be used solely for items other than vehicles. Ordinary household goods may be stored in addition to vehicles, provided that: (i) no flammable, dangerous, hazardous or toxic materials shall be kept, stored, or used in any Garage, and (ii) doors to Garages shall be kept fully closed at all times except for reasonable periods during the removal or entry of vehicles or other items therefrom or thereto. Owners and Residents of Units 2 and 3 in each Triplex Building understand and acknowledge that their respective Garage Components are located directly below the Living Component of Unit 1, and, by acquisition of title to a Unit, or occupancy of a Unit, shall be deemed to covenant not to violate any "quiet hour" restrictions or rules, or any other noise, nuisance or vibration provisions of the Governing Documents. No Garage may be used for a permanent or temporary Dwelling, and no animal shall be housed or kept in any Garage. The foregoing notwithstanding, Declarant may convert a Garage owned by Declarant into a sales office or related purposes. Garages are to be used for parking of operable vehicles only, with the exception that one space in a two car Garage may be utilized to store an inoperable or unregistered vehicle, subject to Sections 10.5, and 10.18 through 10.20, inclusive, hereof. Any Owner reasonably requiring "emergency" access to or over another Owner's Garage Component, and who cannot reasonably contact such other Owner, shall contact the Board and/or Manager.

Section 10.20 Additional Vibrations and Noise Restrictions. Except for the garage door opener, no Owner shall attach to the walls or ceilings of any Garage Component any fixtures or equipment, which will cause vibrations or noise to the adjacent Residential Units. Any garage door opener which is replaced by an Owner shall be insulated with the same or better quality of sound insulation materials as provided by Declarant at the time of the initial installation or with any improved insulation materials which insulate sound and vibration from such garage door opener. Additionally, "hard surface flooring" (e.g., wood, tile, vinyl, or linoleum, or similar non-carpet flooring) shall not be permitted on more than approximately twenty-one (21%) percent of the interior floor surface of the upstairs floor of a Living Component ("Upstairs Floor"), further subject to any Rules and Regulations governing same, and the remainder of the floor surface of the Upstairs Floor shall be carpeted. Additionally, there shall be no speakers, sound equipment, television sets, or similar items mounted directly to or on or against a wall of a Unit. Such items may be permitted on shelves, provided that such shelves are carpeted so as to provide insulation from sound or vibration. Without limiting the foregoing, each Owner shall fully comply with all applicable County ordinances.

Section 10.21 Exterior Lighting. Any exterior electrical, gas or other artificial lighting installed on any Residential Unit shall be positioned, screened, or otherwise directed or situated and of such controlled focus and intensity so as not to unreasonably disturb the residents of any other Residential Unit(s). The exterior lighting initially installed on the Residential Units shall not be modified or altered by the Owner and shall be maintained, repaired and replaced by the Owners as necessary, to provide lighting of the same character and quality (including light bulb wattage) as was initially installed in the Properties. Further rules regarding exterior lighting may be promulgated by the Board.

Section 10.22 Exterior Painting. All exterior painting of a Residential Unit shall be subject to the approval of the Board, unless the painting is of the same color as the then current color of the exterior of the Residential Unit. In no event shall any Owner be permitted to paint the exterior of his or her Residential Unit in any manner which is not harmonious with the colors of the other two attached Residential Units.

Section 10.23 Post Tension Slabs. The concrete slab for certain Residential Units in the Properties are or may be reinforced with a grid of steel cables which were installed in the concrete and then tightened to create very high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit and/or personal injury. By accepting a deed to a Unit in the Properties, each Owner specifically covenants and agrees that: (a) such Owner shall not cut into or otherwise tamper with any Post Tension Slab; (b) such Owner shall not knowingly permit or allow any person to cut into or tamper with the Post Tension Slab so long as such Owner owns any interest in the Residence; (c) such Owner shall disclose the existence of the Post Tension Slab to any tenant, lessee or subsequent purchaser of the Unit; and (d) such Owner shall indemnify and hold Declarant and its respective officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses, or other liability (including attorneys' fees) arising from any breach of this Section.

Section 10.24 Sight Visibility Restriction Areas. The maximum height of any and all Improvements (including, but not necessarily limited to, landscaping), on all Sight Visibility Restriction Areas, shall be restricted to a maximum height not to exceed such height set forth in the Plat ("Maximum Permitted Height").

Section 10.25 Prohibited Direct Vehicle Access. Any other provision herein notwithstanding, as and to the extent indicated on the Plat, and/or prohibited by the County, there shall be no direct vehicular access from any abutting Unit to a dedicated thoroughfare (other than over Private Streets and Common Element entry ways, which shall be permitted in a normal manner, subject to the provisions set forth in this Declaration, and/or over public streets).

Section 10.26 Abatement of Violations. The violation of any of the Rules and Regulations, or the breach of this Declaration, shall give the Board the right, in addition to any other right or remedy elsewhere available to it:

(a) to enter into a Unit in which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of its Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of any of the foregoing documents, and the Board shall not be deemed to have trespassed or committed forcible or unlawful entry or detainer; and/or



(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate set forth in Section 7.1, above, until paid, shall be charged to and assessed against such defaulting Owner, and the Board shall have the right to lien for all of the same upon the Unit of such defaulting Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

Section 10.27 Yard Components. Without limiting any other provision herein, no spa, jetted tub or hot tub (whether in-ground or above-ground), and no shed, gazebo, or storage structure, shall be permitted or located in any Yard Component.

Section 10.28 No Waiver. The failure of the Board to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 10.29 Declarant Exemption. Each Unit owned by Declarant shall be exempt from the provisions of this Article 10, until such time as Declarant conveys title to the Unit to a Purchaser, and activities of Declarant reasonably related to Declarant's development, construction, advertising, marketing and sales efforts, shall be exempt from the provisions of this Article 10. This Article 10 may not be amended without Declarant's prior written consent.

Section 10.30 LMA Declaration; Master Declaration. The foregoing use restrictions and provisions shall be in addition to, and cumulative with, any and all expressly applicable use restrictions and provisions of the LMA Declaration and/or Master Declaration. In the event of any irreconcilable conflict, the provisions of the LMA Declaration and/or Master Declaration shall prevail.

## **ARTICLE 11**

### **DAMAGE OR CONDEMNATION OF COMMON ELEMENTS**

Section 11.1 Damage or Destruction. Damage to, or destruction or condemnation of all or any portion of the Common Elements shall be handled in the following manner:

(a) Repair of Damage. Any portion of this Community for which insurance is required by this Declaration or by any applicable provision of NRS Chapter 116, which is damaged or destroyed, must be repaired or replaced promptly by the Association unless: (i) the Common-Interest Community is terminated, in which case the provisions of NRS §§ 116.2118, 116.21183 and 116.21185 shall apply; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) eighty percent (80%) of the Owners, including every Owner of a Unit that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the proceeds attributable to the damaged Common Elements must be used to restore the damaged area

to a condition compatible with the remainder of the Community, (A) the proceeds attributable to Units that are not rebuilt must be distributed to the Owners of those Units; and (B) the remainder of the proceeds must be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the liabilities of all the Units for Common Expenses. If the Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and Record an amendment to this Declaration reflecting the reallocations.

(b) Damage by Owner. To the full extent permitted by law, each Owner shall be liable to the Association for any damage to the Common Elements not fully reimbursed to the Association by insurance proceeds, provided the damage is sustained as a result of the negligence, willful misconduct, or unauthorized or improper installation or maintenance of any Improvement by said Owner or the Persons deriving their right and easement of use and enjoyment of the Common Elements from said Owner, or by his or her respective Family and guests, both minor and adult. The Association reserves the right, acting through the Board, after Notice and Hearing, to: (1) determine whether any claim shall be made upon the insurance maintained by the Association; and (2) levy against such Owner a Special Assessment equal to any deductible paid and the increase, if any, in the insurance premiums directly attributable to the damage caused by such Owner or the Person for whom such Owner may be responsible as described above. In the case of joint ownership of a Unit, the liability of the co-owners thereof shall be joint and several, except to any extent that the Association has previously contracted in writing with such co-owners to the contrary. After Notice and Hearing, the Association may levy a Special Assessment in the amount of the cost of correcting such damage, to the extent not reimbursed to the Association by insurance, against any Unit owned by such Owner, and such Special Assessment may be enforced as provided herein.

Section 11.2 Condemnation. If at any time, all or any portion of the Common Elements, or any interest therein, is taken for any governmental or public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation shall be paid to the Association. Any such award payable to the Association shall be deposited in the operating fund. No Member shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation. The Association shall have the exclusive right to participate in such proceedings and shall, in its name alone, represent the interests of all Members. Immediately upon having knowledge of any taking by eminent domain of Common Elements, or any portion thereof, or any threat thereof, the Board shall promptly notify all Owners and all Eligible Holders.

Section 11.3 Condemnation Involving a Unit. For purposes of NRS § 116.1107.2(a), if part of a Unit is required by eminent domain, the award shall compensate the Unit's Owner for the reduction in value of the Unit's interest in the Common Elements. The basis for such reduction shall be the extent to which the occupants of the Unit are impaired from enjoying the Common Elements. In cases where the Unit may still be used as a Dwelling, it shall be presumed that such reduction is zero (0).

## **ARTICLE 12** **INSURANCE**

Section 12.1 Casualty Insurance. The Board shall cause to be obtained and maintained a master policy of fire and casualty insurance with extended coverage for loss or damage to all insurable Improvements of the Association on the Common Elements, for the full insurable value replacement cost thereof without deduction for depreciation or coinsurance, and, in the Board's business judgment, shall obtain insurance against such other hazards and casualties, as the Board deems reasonable and prudent. The Board, in its reasonable judgment, may also insure any other property, whether real or



personal, owned by the Association or located within the Properties, against loss or damage by fire and such other hazards as the Board may deem reasonable and prudent, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Elements shall be maintained for the benefit of the Association, the Owners, and the Eligible Holders, as their interests may appear as named insured, subject however to the loss payment requirements as set forth herein. Premiums for all insurance carried by the Association are Common Expenses included in the Annual Assessments levied by the Association.

The Association, acting through the Board, shall be the named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any policies shall be paid to the Board as trustee. The Board shall have full power to receive and receipt for the proceeds and to deal therewith as deemed necessary and appropriate. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties with respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance. Duplicate originals or certificates of all policies of insurance maintained by the Association and of all the renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Eligible Holders who have expressly requested the same in writing.

**Section 12.2 Liability and Other Insurance.** The Association shall have the power and duty to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, in such limits as it shall deem prudent (but in no event less than \$1,000,000.00 covering all claims for bodily injury and property damage arising out of a single occurrence), insuring the Association, Board, Directors, Officers, Declarant, and Manager, and their respective agents and employees, and the Owners and Residents of Units and their respective Families, guests and invitees, against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property maintained or required to be maintained by the Association including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. Such insurance shall also include coverage, to the extent reasonably available and reasonably necessary, against liability for non-owned and hired automobiles, liability for property of others, and any other liability or risk customarily covered with respect to projects similar in construction, location, and use. The Association may also obtain, through the Board, Worker's Compensation insurance (which shall be required if the Association has one or more employees) and other liability insurance as it may deem reasonable and prudent, insuring each Owner and the Association, Board, and any Manager, from liability in connection with the Common Elements, the premiums for which are a Common Expense included in the Annual Assessment levied against the Owners. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its reasonable business judgment.

**Section 12.3 Fidelity Insurance.** The Board shall further cause to be obtained and maintained errors and omissions insurance, blanket fidelity insurance coverage (in an amount at least equal to 100% of the Association Funds from time to time handled by such Persons) and such other insurance as it deems prudent, insuring the Board, the Directors, and Officers, and any Manager against any liability for any act or omission in carrying out their respective obligations hereunder, or resulting from their membership on the Board or on any committee thereof, if reasonably feasible, in the amount of not less than \$1,000,000.00. Said policy or policies of insurance shall also contain an extended reporting period endorsement (a tail) for a six-year period, if reasonably available. The Association shall require that the Manager maintain fidelity insurance coverage which names the Association as an obligee, in such amount as the Board deems prudent. From and after the end of the Declarant Control Period, blanket fidelity insurance coverage which names the Association as an obligee shall be obtained by or on behalf of the Association for any Person handling funds of the Association, including but not limited to, Officers, Directors, trustees, employees, and agents of the Association, whether or not such

Persons are compensated for their services, in such an amount as the Board deems prudent; provided that in no event may the aggregate amount of such bonds be less than the maximum amount of Association Funds that will be in the custody of the Association or Manager at any time while the policy is in force (but in no event less than the sum equal to one-fourth (1/4) of the Annual Assessments on all Units, plus Reserve Funds) (or such other amount as may be required by FNMA, VA or FHA from time to time, if applicable).

Section 12.4 Other Insurance Provisions. The Board shall also obtain such other insurances customarily required with respect to projects similar in construction, location, and use, or as the Board may deem reasonable and prudent from time to time, including, but not necessarily limited to, Worker's Compensation insurance (which shall be required if the Association has any employees). All premiums for insurances obtained and maintained by the Association are a Common Expense included in the Annual Assessment levied upon the Owners. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its sound business judgment. In addition, the Association shall continuously maintain in effect such casualty and liability insurance and fidelity insurance coverage necessary to meet the requirements for similar developments, as set forth or modified from time to time by any governmental body with jurisdiction, except to the extent such coverage is not reasonably available or has been waived by the applicable agency.

Section 12.5 Insurance Obligations of Owners. Each Owner is required, at Close of Escrow on his Unit, at his sole expense to have obtained, and to have furnished his Mortgagee and the Board (or, in the event of a cash transaction involving no Mortgagee, then to the Board) with duplicate copies of a homeowner's policy of fire and casualty insurance with extended coverage for loss or damage to all insurable Improvements and fixtures originally installed by Declarant on such Owner's Unit in accordance with the original plans and specifications, or installed by the Owner on the Unit, for the full insurance replacement cost thereof without deduction for depreciation or coinsurance. By acceptance of the deed to his Unit, each Owner agrees to maintain in full force and effect at all times, at said Owner's sole expense, such homeowner's insurance policy, and shall provide the Board with duplicate copies of such insurance policy at Close of Escrow, and periodically thereafter prior to expiration from time to time of such policy, and upon the Board's request. In the event any Owner has not furnished such copies of insurance policies to the Board at any time within fifteen (15) days when due from time to time, then the Board shall have the right, but not the obligation, to purchase such insurance coverage for the Unit, and to assess the Unit Owner, as a Special Assessment (enforceable pursuant to Article 7 above), the cost of such insurance, plus an administrative fee of One Hundred Dollars (\$100.00) for each month, or portion thereof, during which such Owner has not provided the Board with copies of such policies upon the Board's request. Nothing herein shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability, damage to person or property occurring inside his Unit or elsewhere upon the Properties. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied. Notwithstanding the foregoing, or any other provision herein, each Owner shall be solely responsible for full payment of any and all deductible amounts under such Owner's policy or policies of insurance.

Section 12.6 Waiver of Subrogation. All policies of physical damage insurance maintained by the Association shall provide, if reasonably possible, for waiver of: (1) any defense based on coinsurance; (2) any right of set-off, counterclaim, apportionment, proration or contribution by reason

of other insurance not carried by the Association; (3) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, neglect, or omission of any named insured or the respective agents, contractors and employees of any insured; (4) any rights of the insurer to repair, rebuild or replace, and, in the event any Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured; or (5) notice of the assignment of any Owner of its interest in the insurance by virtue of a conveyance of any Unit. The Association hereby waives and releases all claims against the Board, the Owners, Declarant, and Manager, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by such Persons, but only to the extent that insurance proceeds are received in compensation for such loss; provided, however, that such waiver shall not be effective as to any loss covered by a policy of insurance which would be voided or impaired thereby.

Section 12.7 Notice of Expiration Requirements. If available, each of the policies of insurance maintained by the Association shall contain a provision that said policy shall not be canceled, terminated, materially modified or allowed to expire by its terms, without thirty (30) days' prior written notice to the Board and Declarant and to each Owner and each Eligible Holder who has filed a written request with the carrier for such notice, and every other Person in interest who requests in writing such notice of the insurer. All insurance policies carried by the Association pursuant to this Article 12, to the extent reasonably available, must provide that: (a) each Owner is an insured under the policy with respect to liability arising out of his interest in the Common Elements or Membership; (b) the insurer waives the right to subrogation under the policy against any Owner or member of his Family; (c) no act or omission by any Owner or member of his Family will void the policy or be a condition to recovery under the policy; and (d) if, at the time of a loss under the policy there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

### **ARTICLE 13**

#### **MORTGAGEE PROTECTION**

In order to induce FHA, VA, FHLMC, GNMA and FNMA and any other governmental agency or other Mortgagees to participate in the financing of the sale of Units within the Properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each Eligible Holder, upon its specific written request, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation or the Bylaws, which default is not cured within thirty (30) days after the Association learns of such default. For purposes of this Declaration, "first Mortgage" shall mean a Mortgage with first priority over other Mortgages or Deeds of Trust on a Unit, and "first Mortgagee" shall mean the Beneficiary of a first Mortgage.

(b) Each Owner, including every first Mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed or assignment in lieu of foreclosure, shall be exempt from any "right of first refusal" created or purported to be created by the Governing Documents.

(c) Except as provided in NRS § 116.3116.2, each Beneficiary of a first Mortgage encumbering any Unit which obtains title to such Unit or by foreclosure of such Mortgage, shall take title

to such Unit free and clear of any claims of unpaid Assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee.

(d) Unless at least sixty-seven percent (67%) of Eligible Holders (based upon one (1) vote for each first Mortgage owned) or sixty-seven percent (67%) of the Owners (other than Declarant) have given their prior written approval, neither the Association nor the Owners shall:

(i) subject to Nevada non-profit corporation law to the contrary, by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Elements and the Improvements thereon which are owned by the Association; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association as provided in this Declaration shall not be deemed a transfer within the meaning of this clause.

(ii) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) by act or omission change, totally waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the Dwellings and other Improvements on the Units, the maintenance of Exterior Walls/Fences or common fences and driveways, or the upkeep of lawns and plantings in the Properties;

(iv) fail to maintain Fire and Extended Coverage on any insurable Improvements on Common Elements on a current replacement cost basis in an amount as near as possible to one hundred percent (100%) of the insurance value (based on current replacement cost);

(v) except as provided by any applicable provision of NRS Chapter 116, use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such property; or

(vi) amend those provisions of this Declaration or the Articles of Incorporation or Bylaws which expressly provide for rights or remedies of first Mortgagees.

(e) Eligible Holders, upon express written request in each instance therefor, shall have the right to (1) examine the books and records of the Association during normal business hours, (2) require from the Association the submission of an annual audited financial statement (without expense to the Beneficiary, insurer or guarantor requesting such statement) and other financial data, (3) receive written notice of all meetings of the Members, and (4) designate in writing a representative to attend all such meetings.

(f) Eligible Holders, who have filed a written request for such notice with the Board shall be given thirty (30) days' written notice prior to: (1) any abandonment or termination of the Association; and/or (2) the effective date of any termination of any agreement for professional management of the Properties following a decision of the Owners to assume self-management of the Properties. Such first Mortgagees shall be given immediate notice: (i) following any damage to the Common Elements whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00); and (ii) when the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Properties.

(g) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Common Elements, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(h) The Reserve Fund described in Article 6 above must be funded by regular scheduled monthly, quarterly, semiannual or annual payments rather than by large extraordinary Assessments.

(i) The Board shall require that any Manager, and any employee or agent thereof, maintain at all times fidelity bond coverage which names the Association as an obligee; and, at all times from and after the end of the Declarant Control Period, the Board shall secure and cause to be maintained in force at all times fidelity bond coverage which names the Association as an obligee for any Person handling funds of the Association.

(j) When professional management has been previously required by a Beneficiary, insurer or guarantor of a first Mortgage, any decision to establish self-management by the Association shall require the approval of at least sixty-seven percent (67%) of the voting power of the Association and of the Board respectively, and at least fifty-one percent (51%) of the Eligible Holders.

(k) So long as VA is insuring or guaranteeing loans or has agreed to insure or guarantee loans on any portion of the Properties, then, pursuant to applicable VA requirement, for so long as Declarant shall control the Association Board, Declarant shall obtain prior written approval of the VA for any material proposed: action which may affect the basic organization, subject to Nevada nonprofit corporation law, of the Association (i.e., merger, consolidation, or dissolution of the Association); dedication, conveyance, or mortgage of the Common Elements; or amendment of the provisions of this Declaration, the Articles of Incorporation, Bylaws, or other document which may have been previously approved by the VA; provided that no such approval shall be required in the event that the VA no longer regularly requires or issues such approvals at such time.

In addition to the foregoing, the Board of Directors may enter into such contracts or agreements on behalf of the Association as are required in order to reasonably satisfy the applicable express requirements of Mortgagees, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first Mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the Membership, as a class of potential Mortgage borrowers and potential sellers of their Units, if such agencies approve the Properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Unit.

#### **ARTICLE 14** **DECLARANT'S RESERVED RIGHTS**

Section 14.1 Declarant's Reserved Rights. Any other provision herein notwithstanding, pursuant to NRS § 116.2105.1(h), Declarant reserves, in its sole discretion, the following developmental rights and other special Declarant's rights, on the terms and conditions and subject to the expiration deadlines, if any, set forth below:

(a) Right to Complete Improvements and Construction Easement. Declarant reserves, for a period terminating on the fifteenth (15<sup>th</sup>) anniversary of the Recordation of this