Exhibit 5

APN: 178-28-520-001

Inst #: 201301070001226
Fees: $27.00
N/C Fee: $0.00
01/07/2013 10:52:44 AM
Receipt #: 1447649
Requestor:
HENDERSON CITY
Recorded By: GILKS Pgs: 11
DEBBIE CONWAY
CLARK COUNTY RECORDER

Type of Document:

City of Henderson Zoning Ordinance No. 2986
ZCA-06-660018-A-15 – MacDonald Highlands – Golf Hole 9

Recording requested by:

City of Henderson

Return to:

City Clerk
240 Water Street
PO Box 95050
Henderson, NV 89009-5050

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

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

EXHIBIT D
WITNESS Tassi
DATE 2-5-15
JW/RCR CSR #9

ORDINANCE NO. 2986
(ZCA-06-660018-A15 – MacDonald Highlands - Golf Hole 9)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, AMENDING ORDINANCE NO. 2869, THE ZONING MAP, TO RECLASSIFY CERTAIN REAL PROPERTY WITHIN THE CITY LIMITS OF THE CITY, DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D. & M., CLARK COUNTY, NEVADA, LOCATED WITHIN THE MACDONALD HIGHLANDS MASTER PLAN, OFF MACDONALD RANCH DRIVE AND STEPHANIE STREET FROM PS-MP-H (PUBLIC/SEMIPUBLIC WITH MASTER PLAN AND HILLSIDE OVERLAYS) TO RS-2-MP-H (LOW-DENSITY RESIDENTIAL WITH MASTER PLAN AND HILLSIDE OVERLAYS), AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City Council of the City of Henderson, Nevada, on December 4, 2012, committed to the rezoning of certain real property totaling 0.34 acres, more or less, located in a portion of Section 27, Township 22 South, Range 62 East, located within the MacDonald Highlands master plan, off MacDonald Ranch Drive and Stephanie Street from PS-MP-H (Public/Semipublic with Master Plan and Hillside Overlays) to RS-2-MP-H (Low-Density Residential with Master Plan and Hillside Overlays); and

WHEREAS, MacDonald Properties has made application for a zone change; and

WHEREAS, the City Council finds that all of the following criteria have been met:

a. The proposal is consistent with the Comprehensive Plan.
b. The planned development addresses a unique situation, confers a substantial benefit to the city, or incorporates creative site design such that it achieves the purposes of this Code and represents an improvement in quality over what could have been accomplished through strict application of the otherwise applicable district or development standards. Such improvements in quality may include, but are not limited to: improvements in open space provision and access; environmental protection; tree/vegetation preservation; efficient provision of streets, roads, and other utilities and services; or increased choice of living and housing environments.
c. The planned development complies with the applicable standards of Section 19.4.4, Master Plan Development Overlay, or Section 19.4.5, Planned Unit Development Overlay.
d. The proposal mitigates any potential significant adverse impacts to the maximum practical extent.
e. Sufficient public safety, transportation, and utility facilities and services are available to serve the subject property, while maintaining sufficient levels of service to existing development.

f. The same development could not be accomplished through the use of other techniques, such as rezonings, variances or administrative adjustments; and

NOW, THEREFORE, the City Council of the City of Henderson, Nevada, does ordain:

SECTION 1. Ordinance No. 2869 of the City of Henderson, Nevada, entitled "Zoning Map adopted" is hereby amended as follows:

The Zoning Map, adopted by reference as an integral part of the title that outlines and defines the various zoning districts that are described in detail and that indicate which land uses are permitted and which are prohibited, shall be amended to reclassify certain real property within the City limits of the City of Henderson, Nevada, as more particularly described below and as depicted in Exhibit A attached hereto, consisting of one page:

Being a portion of Lot 55-1 of Final Map of MacDonald Highlands Planning Area 3 as shown per Book 136, page 21 of Plats, Clark County, Nevada, located in the Northwest Quarter (NW ¼) of Section 27, Township 22 South, Range 62 East, M.D.M., in the City of Henderson, County of Clark, State of Nevada, more particularly described as follows:

Commencing at the centerline intersection of MacDonald Ranch Drive and Stephanie Street as shown per Book 92, page 100 of Plats, Clark County, Nevada;

Thence along the centerline of said Stephanie Street, North 04°03'35" East, 389.11 feet;

Thence departing said line, North 85°56'25" West, 40.00 feet, said point being the northeast corner of the exterior boundary line of "The Foothills at MacDonald Ranch, Lot 10" A.K.A., Planning Area 10" as per map recorded in Book 92, Page 100 of Plats;

Thence along the northerly exterior boundary line of said Book 92, page 100 of Plats, South 81°15'00" West, 20.51 feet to the POINT OF BEGINNING;

Thence along said line the following two (2) courses:

South 81°15'00" West, 106.47 feet;

Thence North 62°21'00" West, 73.00 feet;

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

Thence departing said line, North 36°04'33" East, 65.60 feet;

Thence North 80°02'19" East, 41.47 feet;

Thence North 68°55'54" East, 29.88 feet;

Thence North 46°00'15" East, 56.90 feet to a point on a curve to which a radial line bears, South 65°17'22" West;

Thence southeasterly, along the arc of a curve to the left, concave northeasterly, having a radius of 155.00 feet, through a central angle of 16°00' 58", an arc distance of 43.33 feet to a point on a curve to which a radial line bears, North 49°16'24" East;

Thence southerly, along the arc of a curve to the right, concave westerly, having a radius of 644.00 feet, through a central angle of 07°00' 16", an arc distance of 78.24 feet;

Thence South 04°03'35" West, 13.64 feet to the northerly line of the exterior boundary line of said Book 92, page 100 of Plats, said point being the POINT OF BEGINNING;

containing 0.34 acres, more or less, from PS-MP-H (Public/Semipublic with Master Plan and Hillside Overlays) to RS-2-MP-H (Low-Density Residential with Master Plan and Hillside Overlays).

SECTION 2. That the above-described amendment to the zoning map is subject to the following conditions and waivers:

PUBLIC WORKS DEPARTMENT CONDITIONS

1. The acceptance or approval of this item does not authorize or entitle the applicant to construct the project referred to in such application or to receive further development approvals, grading permits or building permits.
2. Applicant shall submit a drainage study for Public Works' approval.
3. Applicant shall submit a traffic analysis to address traffic concerns and to determine the proportionate share of this development's local participation in the cost of traffic signals and/or intersection improvements and dedicate any necessary right-of-way.
4. Applicant shall construct full offsites per Public Works' requirements and dedicate any necessary right-of-way.

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

5. Applicant shall revert and/or merge acreage of existing parcels per Public Works' approval and provide proof of completed mapping prior to issuance of a certificate of occupancy.
6. Applicant must apply for and receive approval to vacate unnecessary rights-of-way and/or easements per Public Works' requirements and provide proof of vacation prior to issuance of a certificate of occupancy.
7. FHA Type B drainage shall be allowed only where lots drain directly to public drainage facilities, public parks, or golf courses.
8. Streets shall be privately owned and maintained.
9. Applicant shall show the limits of the flood zone and submit a letter of map revision to FEMA prior to the Shear and Tie inspection.
10. Applicant shall update the master traffic study.

DEPARTMENT OF UTILITY SERVICES CONDITIONS

11. Applicant shall submit a utility plan and a utility analysis for Utilities' approval.
12. Applicant shall comply with the requirements of the master utility plan established for the project location.
13. Applicant shall provide an approved update to the utility master plan prior to submitting civil improvement drawings. (Amended A12)
14. Applicant shall finalize the access and maintenance agreement covering public utilities traversing Dragon Ridge Golf Course.
15. Applicant shall participate in the MacDonald Ranch 2370 Refunding Agreement. (A-14)
16. Applicant shall provide an approved update to the utility master plan prior to submitting civil improvement drawings for Planning Area 18. (A-14)
17. Applicant may be required to provide a water and/or sewer system capacity analysis covering the overall water and/or sewer system providing service to the project, prior to submitting civil improvement plans to the City. Preparation of said capacity analysis shall be coordinated with the Department of Utility Services. (A-14)
18. Applicant may be responsible for performing water and/or sewer system upgrades in accordance with the results of the system capacity analysis or, at a minimum, applicant shall be responsible for participating in a proportionate share of the costs to complete these system upgrades. (A-14)

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

FIRE DEPARTMENT CONDITIONS

The authority for enforcing the International Fire Code is NRS 477.030 and Ordinance Numbers 2649 and 2738 as adopted by the City of Henderson. Fire Department approval is based upon review of the civil improvement or building drawings, not planning documents.

19. Applicant shall submit plans for review and approval prior to installing any gate, speed humps (speed bumps not permitted), and any other fire apparatus access roadway obstructions.
20. Applicant shall submit fire apparatus access road (fire lane) plans for Fire Department review and approval.
21. Applicant shall submit utility plans containing fire hydrant locations. Fire Department approval is based upon the review of the civil improvement drawings, not planning documents. Fire hydrants shall be installed and operational prior to starting construction or moving combustibles on site.
22. Projects constructed in phases shall submit a phasing plan describing the fire apparatus access roads and fire hydrant locations relevant to each phase.
23. Applicant shall provide a dual water source as approved by Public Works and the Fire Department.
24. Applicant shall provide a minimum turning radius of 52 feet outside and 28 feet inside for all portions of the fire apparatus access road (fire lane). This radius shall be shown graphically and the dimensions noted on the drawings.
25. Applicant shall install an approved sprinkler system in all buildings/homes per the Hillside Ordinance.
26. Applicant shall provide an approved Fire & Life Safety Report prior to submitting for building permits. This report shall address fire access issues for the proposed school site. (A-14)

COMMUNITY DEVELOPMENT DEPARTMENT CONDITIONS

27. All private open space, landscaped areas within public rights-of-way, landscaping along public rights-of-way, and landscaping within drainage channels (arroyos) shall be installed by the developer and maintained by a property owners association, unless otherwise approved by City Council. Water conservation shall be a primary design element in the planning, design and construction of landscaped projects.
28. Developer shall submit a revised master development plan report, after City Council approval, listing all conditions of approval and waivers.

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

29. Permitted uses, prohibited uses, restricted uses, limited uses (uses) and property development standards shall be as approved by this application. In the case of a conflict between the approved uses as referenced in the Master Plan and the Development Code in effect at the time of master plan approval, and property development standards and City ordinances, unless specifically approved as a waiver, the most restrictive shall prevail.
30. Developer shall conform with the multifamily provisions of Title 19 with a maximum build-out of 370 multifamily and 680 single-family dwelling units.
31. Approval does not endorse the site plan, uses or exhibits presented in support of this application.
32. Applicant shall submit two detailed private park plans for the Parks and Recreation Advisory Board, Planning Commission, and City Council approval. This condition is not a waiver of the park construction tax, which shall be collected from the individual homebuilders within the project. Specific improvements and timing for installation shall be determined as part of a park agreement.
33. Applicant shall comply with the current design standards for the development of all the RM-8-H zoned parcels to be consistent with the Hillside Ordinance and the adopted MacDonald Highlands Master Plan Design Guidelines.
34. All private open space, landscaped areas within private rights-of-way, landscaping along public or private rights-of-way and landscaping within drainage channels (arroyos) and slope easements shall be installed by the developer and maintained by the Property Owners Association unless otherwise approved by City Council. Water conservation shall be a primary design element in the planning, design and construction of landscaped projects.
35. The developer shall submit revised design guidelines (book form) for City Council approval. Any amendments to the guidelines that are determined to be minor by Community Development may be revised at staff level.
36. Each subdivision approved shall be credited with common usable open space from the development of the two proposed private park sites and trails to be provided by the master development. Each subdivision approved as a planned unit development shall attempt to provide the minimum amount of common usable open space within the physical boundaries of, or immediately adjacent to, the subdivision. Private open space improvements shall be determined through the approved development standards and design guidelines for the entire Master Plan Overlay District.

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

37. The applicant shall work with staff to determine unit counts and that the percent of land disturbance is in accordance with the Hillside Ordinance, not only for the overall master plan but also on a planning area by planning area basis. If transfer of units and disturbance is proposed, applicant shall provide information on the sending and receiving planning areas to demonstrate that the site disturbance and unit counts balance for the overall master plan. Prior to any additional master plan amendments or subdividing any planning area, the applicant shall submit a Hillside Development Plan, which is subject to review and approval per Section 19.5.9.D.25 of the Development Code.
38. Planning Area 1 shall be permitted a maximum of 67 units; Planning Area 18 shall be permitted a maximum 150 units; and Planning Area 18A shall be permitted a maximum of 144 dwelling units. (Amended A-12)
39. Prior to issuance of building permits, applicant shall receive design review approval for Parcel 18A.
40. Total master plan site disturbance is limited to 713 acres. (Added A-12)
41. Parcel 20 shall be permitted a maximum of 236 dwelling units.

WAIVERS

a. Reduce front-yard setback to 14 feet for side-loaded garages and living areas of the house for Planning Areas 11 and 17.
b. Allow maximum building height of 59 feet for Parcel 18A.
c. Allow maximum cul-de-sac length of 2,530 feet for Parcel 18A.
d. Allow gated streets for Parcel 18A.
e. Allow Buildings 23 and 24 to be constructed within the sensitive ridgeline.
f. Allow two kitchens within a dwelling unit. (A-12)
g. Allow a maximum combined casita (guesthouse) area, with multiple structures allowed, of up to 25 percent of the gross living area of the primary residence. (A-12)
h. Allow a maximum cut height of 63 feet, a maximum fill height of 66 feet, and no maximum cut/fill length for Planning Areas 18 and 20. (A-12)
i. Allow fully vertical cut slopes with no additional stabilization in areas approved by a geotechnical report; allow 2-to-1 fills in areas approved by a geotechnical report. (A-12)
j. Allow natural undisturbed areas to include areas of disturbance with revegetation and vamishing. (A-12)

Editor's Note: Pursuant to City Charter Section 2.030(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

k. Allow rockery walls a maximum height of 18 feet, with horizontal offsets to be determined by the geotechnical and structural engineers. (A-12)
l. Allow a reduced curve radius of 50 feet within a modified knuckle. (A-12)
m. Allow 12 percent maximum grade for all roadways within 50 feet of a house. (A-12)
n. Allow streetlights to be placed only at intersections. (A-12)
o. Allow a minimum of 125 feet between intersections, measured centerline-to-centerline. (A-12)
p. Allow 26 dwelling lots/dwelling units to be constructed within the sensitive ridgeline setback.
q. The maximum height of the cuts and fills shall not exceed 56 feet on the cut height and 48 feet on the fill height as shown on the grading plan. The maximum Cut/Fill length shall not exceed 950 feet. (A13)
r. The minimum centerline radius for roadways shall be 140 feet without super elevation. (A13)
s. Allow a maximum fill height (depth) of 85 feet for the school site.
t. Allow a private street section of 29 feet back-of-curbs without the 6.5-foot aprons for Planning Areas 18 and 20, and a public street section of 37 feet back-of-curbs without the 4-foot aprons to access the school site.

SECTION 3. If any section, subsection, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section or subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. All ordinances, or parts of ordinances, sections, subsection, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Henderson, Nevada, in conflict herewith are repealed and replaced as appropriate.

SECTION 5. A copy of this Ordinance shall be filed with the office of the City Clerk, and notice of such filing shall be published once by title in the Review Journal, a newspaper having general circulation in the City of Henderson, at least ten (10) days prior to the adoption of said Ordinance, and following approval shall be published by title (or in full if the Council by majority vote so orders) together with the names of the Councilmen voting for or against passage for at least one (1) publication before the Ordinance shall become effective. This Ordinance is scheduled for publication on December 21, 2012, in the Review Journal.

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

PASSED, ADOPTED, AND APPROVED THIS 18th DAY OF DECEMBER, 2012.

Andy Hafen, Mayor

ATTEST:

Sabrina Mercadante, MMC, City Clerk

The above and foregoing Ordinance was first proposed and read in title to the City Council on December 4, 2012, which was a Regular Meeting, and referred to a Committee of the following Councilmen:

"COUNCIL AS A WHOLE"

Thereafter on December 18, 2012, said Committee reported favorably on the Ordinance and forwarded it to the Regular Meeting with a do-pass recommendation. At the Regular Meeting of the Henderson City Council held December 18, 2012, the Ordinance was read in title and adopted by the following roll call vote:

Those voting aye:	Andy Hafen, Mayor Councilmembers: Sam Bateman Debra March John F. Marz Gerri Schroder
Those voting nay:	None
Those abstaining:	None
Those absent:	None

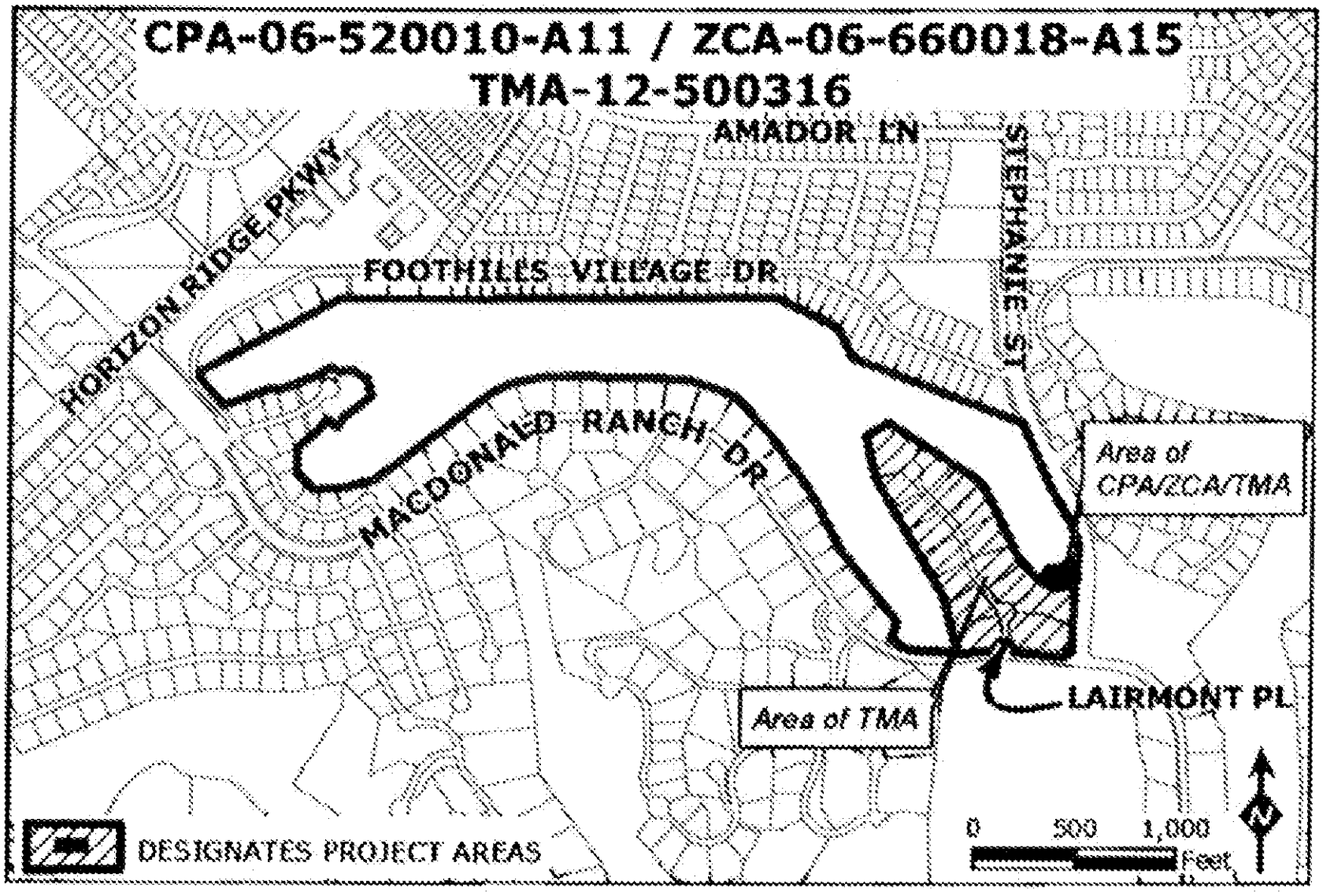
Andy Hafen, Mayor

ATTEST:

Sabrina Mercadante, MMC, City Clerk

Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

EXHIBIT A
ZCA-06-660018-A15 – MacDonald Highlands (Golf Hole 9)



Editor's Note: Pursuant to City Charter Section 2.090(3), language to be omitted is enclosed in [bold brackets], and language proposed to be added is underscored.

Exhibit 6

CPA-D6-520010-A11

CITY OF HENDERSON
Community Development
P.O. Box 95050
Henderson, NV 89009

AFFIDAVIT OF COMPLIANCE
NEIGHBORHOOD MEETING NOTIFICATION

PROJECT NUMBER(S): CCPA-2012500313, CZCA-2012500314, CTMA-2012500316

PROJECT NAME: MacDonald Highlands - PA 10, Lot 2 & Golf Hole 9

NEIGHBORHOOD MEETING DATE: 10/22/12 **PC DATE:** 11/15/12

I Barbara Baird do hereby certify that I understand my obligation as an applicant to provide notification of the required neighborhood meeting for the above listed project. I further certify that a copy of the attached neighborhood meeting notice for the above referenced agenda item was prepared for each person listed on the attached mailing list and deposited at the U.S. Post Office for mailing on 10/3/12. I further understand that failure to comply with the requirements of holding a neighborhood meeting may result in continuance of my hearing, and I agree to waive any rights to have the hearing held within any relevant time limits if the required neighborhood meeting was not held.

Barbara Baird 10/23/12
Applicant/Representative Signature Date

Barbara Baird
Print Name

240 Water Street, Henderson, NV 89015
Phone: (702) 267-1500 ▪ Fax: (702) 267-1501

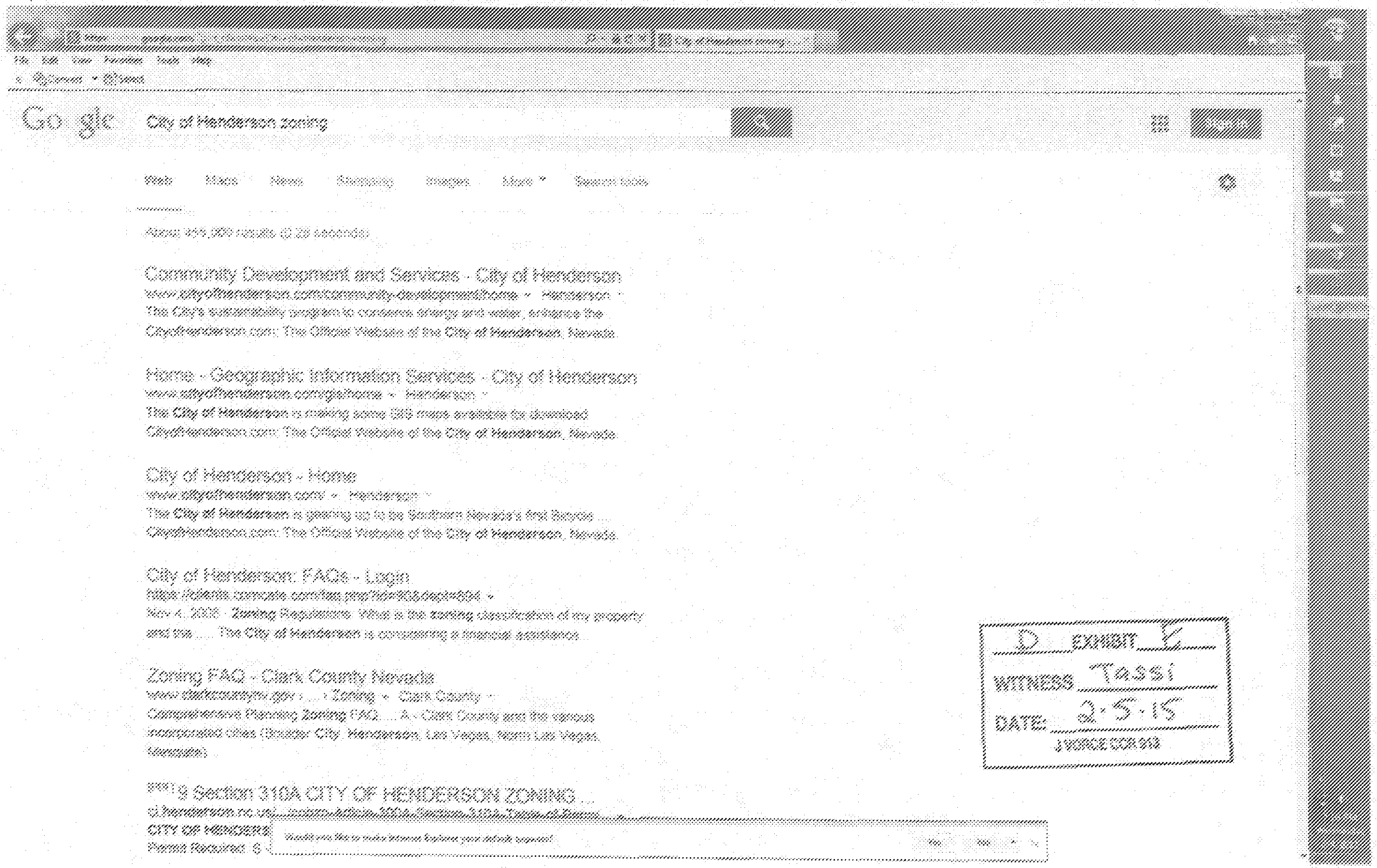
CDCP-0011 Rev. 01/08

BANA 00752 11

CPA-06-520010-A11 / ZCA-06-660018-A15
MacDonald Highlands aka Foothills @ MacDonald Ranch (Golf Hole 9)
Total Notices Sent: 462

OWNER	ADDRESS1	ADDRESS2	ADDRESS3	ADDRESS4	ZIPMAIN
1423 FOOTHILLS L L C	%J & G FUJIWARA	2505 ANTHEM VILLAGE DR #E479	HENDERSON NV		89052
1484 M R D L L C	1730 W HORIZON RIDGE #100	HENDERSON NV			89012
1661 HIGHLAND PLAZA ASSOC L L C	%MICHAEL J DEAN	5055 W PATRICK LN #101	LAS VEGAS NV		89118
1691 HORIZON #G L L C	1669 HORIZON RIDGE PKWY #120	HENDERSON NV			89012
A S H I A L L C	501 BIGHORN RIDGE	HENDERSON NV			89012
ACOSTA & MONTANO REV LIV TR	382 SUZANNE PEAK CT	HENDERSON NV			89012
AGAPE TRUST	395 HOSKINS CT	HENDERSON NV			89012
AGLORO FERDINAND & AIHMEE	3414 WOODTREE CT	SAN JOSE CA			95121
ALBER LLOYD J & C O REV FAM TR	1368 ENCHANTED RIVER DR	HENDERSON NV			89012
ALZATE ERNEST & ELENA O	P O BOX 28280	LAS VEGAS NV			89126
ANDERSON FAMILY TRUST	193 COURTNEY ANN DR	HENDERSON NV			89074
ANDERSON MICHAEL & ILONA	1471 FOOTHILLS VILLAGE	HENDERSON NV			89012
ANDERSON PAUL M	16720 ASHTON OAKS DR	CHARLOTTE NC			28278
ANDRAYCHAK ELLEN R	364 MARLIN COVE RD	HENDERSON NV			89012
AQUINO ROBERT G & LISA A	387 GLOCKER CT	HENDERSON NV			89012
ARCHER JAMES & LOIS	5106 KNICKERBOCKER RD	SAN ANGELO TX			76904
ARENA HARRY A & ELEANOR D	1569 FOOTHILLS VILLAGE DR	HENDERSON NV			89012
ARNOLD CAROLE & DANA LYNNE	592 RIVER DEE PL	HENDERSON NV			89012
ASHLEE INVESTMENTS L L C	2077 TROON DR	HENDERSON NV			89074
ASHMORE RONALD & PATRICIA	1709 CHOICE HILLS DR	HENDERSON NV			89012
ASMAR FAMILY TRUST	2008 W SUNSET RD #110	HENDERSON NV			89014
AUERBACH LISA	1372 RIVER SPEY AVE	HENDERSON NV			89012
AVINA LINDLEY GALE	1469 FOOTHILLS VILLAGE DR	HENDERSON NV			89012
BAHAN JAMES N & MARY E TR AGMT	316 CALIFORNIA AVE #307	RENO NV			89509
BALL ROBERT & KAREN	1543 FOOTHILLS VILLAGE DR	HENDERSON NV			89012
BALOV PETER Z & RENATO	1704 S CYPRESS MANOR DR	HENDERSON NV			89012
BANK AMERICA N A	400 NATIONAL WY	SIMI VALLEY CA			93065
BANK AMERICA N A	400 COUNTRYWIDE WAY	S V 35 P O BOX 10232	SIMI VALLEY CA		93065
BANK LAS VEGAS	1700 W HORIZON RIDGE PKWY #101	HENDERSON NV			89012
BANK MICHIGAN COMMERCE	2950 S STATE ST	ANN ARBOR MI			48104
BANK NEVADA	2700 W SAHARA AVE	LAS VEGAS NV			89102
BARRERAS ROMEO V & SHARON	387 GATLINBURG CT	HENDERSON NV			89012
BARRETT NANCY T	1207 MACDONALD RANCH DR	HENDERSON NV			89012
BAWDEN MARC R	9385 THUNDER BASIN AVE	LAS VEGAS NV			89149
BAY RUSSELL B & LORI S FAM TR	1513 FOOTHILLS VILLAGE DR	HENDERSON NV			89012
BECKNELL MICHAEL J	1629 YELLOW TULIP PL	HENDERSON NV			89012
BEER RAYMOND J & DANA K FAM TR	1632 YELLOW TULIP PL	HENDERSON NV			89012
BEESLEY FAMILY LIVING TRUST	510 MANDALAY CT	HENDERSON NV			89012

Exhibit 7



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City of Henderson zoning

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Community Development and Services - City of Henderson
www.cityofhenderson.com/community-development/home ~ Henderson ~
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CityofHenderson.com: The Official Website of the City of Henderson, Nevada.

Home - Geographic Information Services - City of Henderson
www.cityofhenderson.com/gis/home ~ Henderson ~
The City of Henderson is making some GIS maps available for download
CityofHenderson.com: The Official Website of the City of Henderson, Nevada.

City of Henderson - Home
www.cityofhenderson.com/ ~ Henderson ~
The City of Henderson is gearing up to be Southern Nevada's first Bicycle ...
CityofHenderson.com: The Official Website of the City of Henderson, Nevada.

City of Henderson: FAQs - Login
https://clients.comcate.com/faq.php?fid=90&dept=694 ~
Nov 4, 2008 - Zoning Regulations: What is the zoning classification of my property
and the ... The City of Henderson is considering a financial assistance ...

Zoning FAQ - Clark County Nevada
www.clarkcountynv.gov ... Zoning ~ Clark County ~
Comprehensive Planning Zoning FAQ ... A - Clark County and the various
incorporated cities (Boulder City, Henderson, Las Vegas, North Las Vegas,
Mesquite)

9 Section 310A CITY OF HENDERSON ZONING ...
ci.henderson.nc.us/...
CITY OF HENDERS
Permit Required: S

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D EXHIBIT E
WITNESS Tassi
DATE: 2-5-15
J VORCE CCR 913

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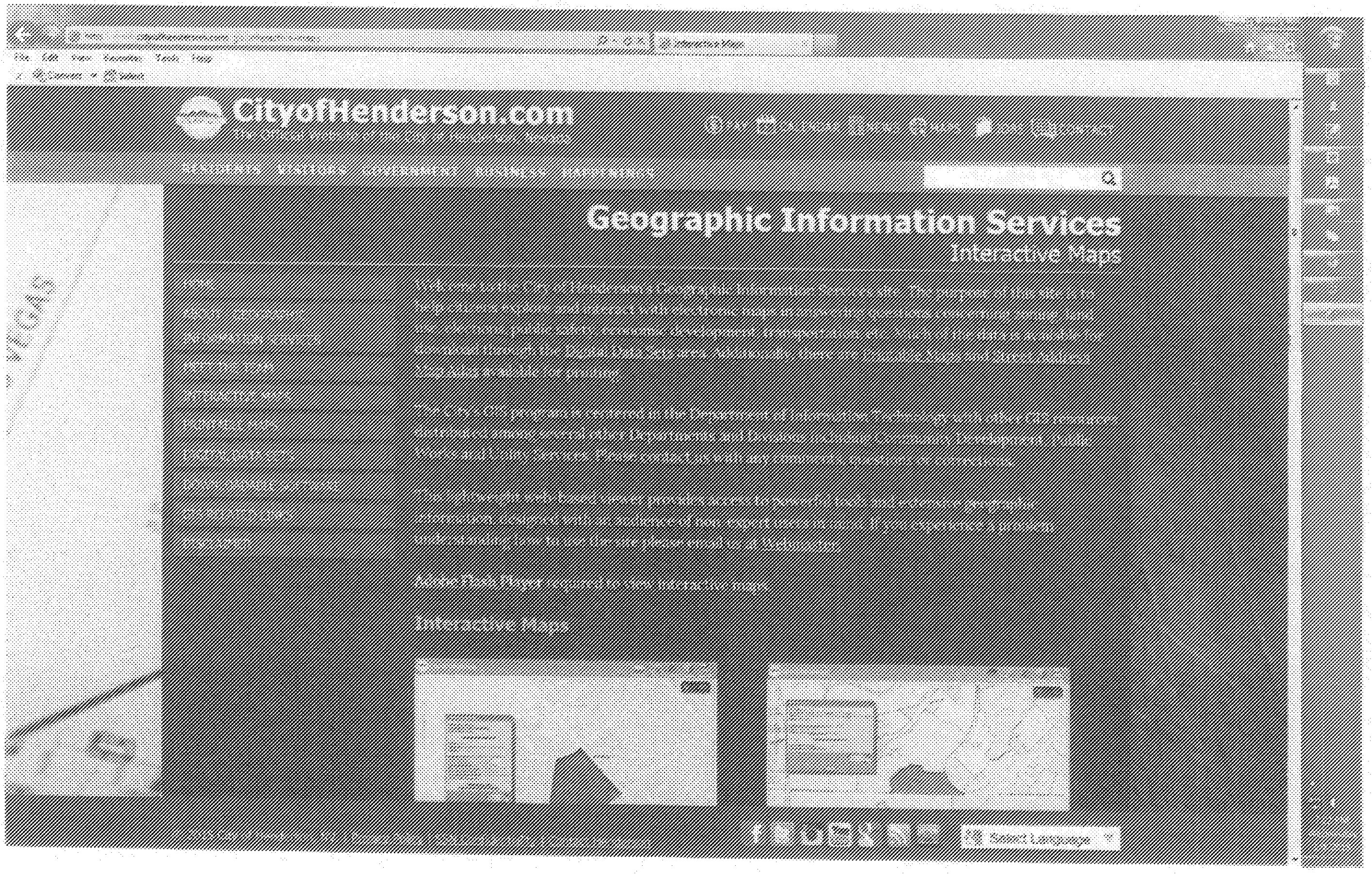
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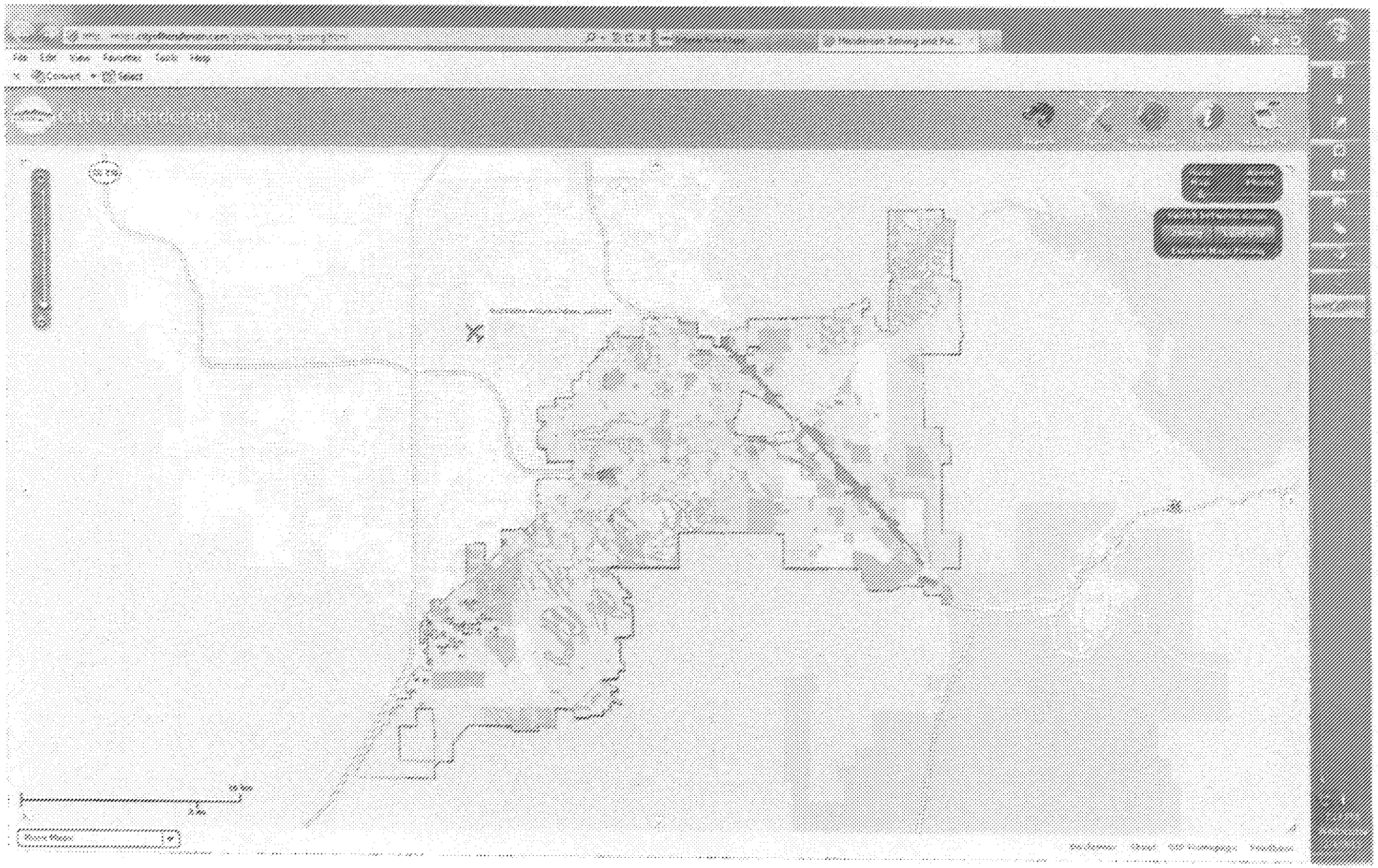

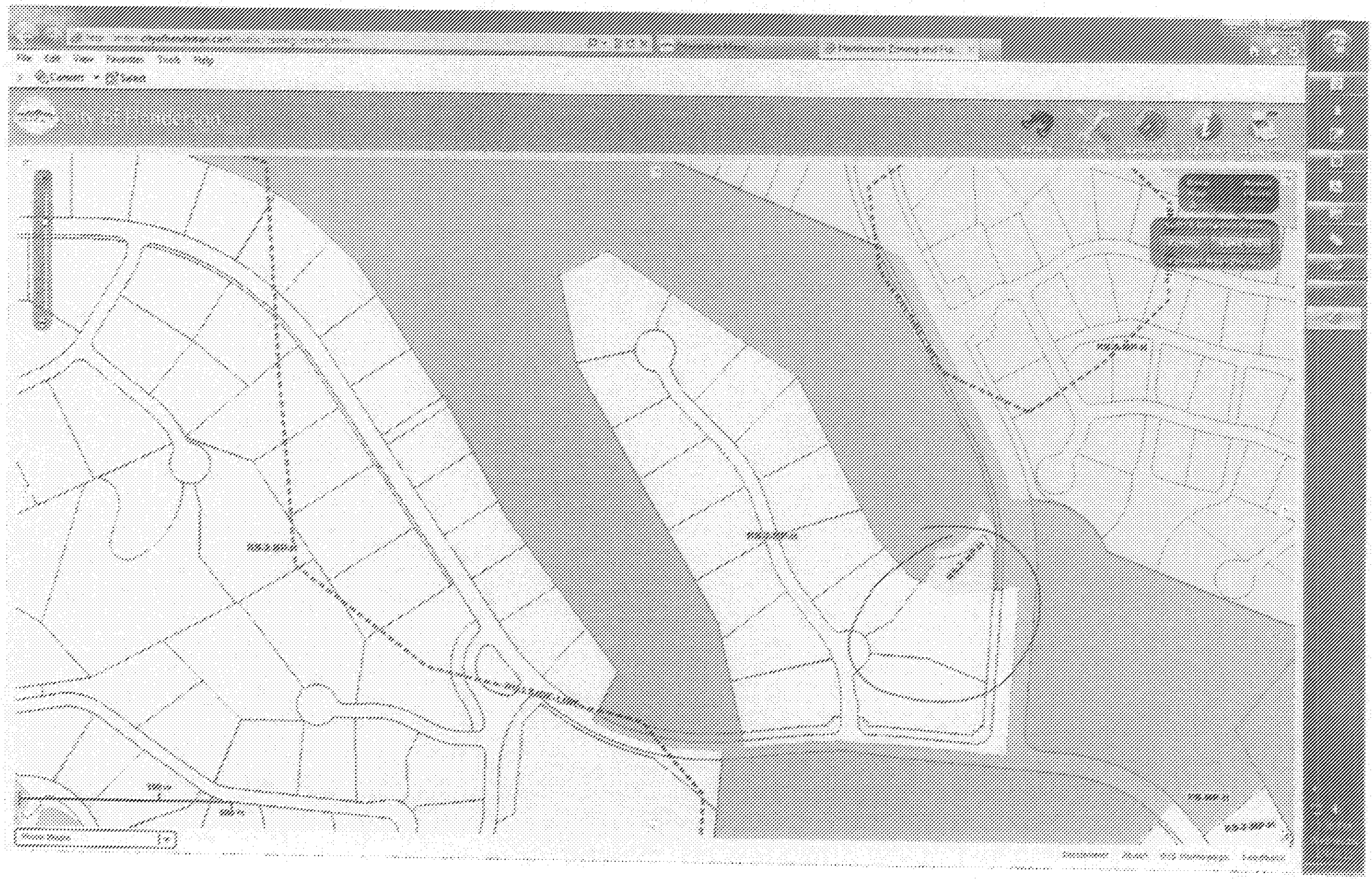

Exhibit 8

February 20, 2013

Elena Escobar
324 Elm Street, Ste.105-B
Monroe, CT 06468
203-929-1951

Re: Cover Letter 590 Lairmont Place, Henderson, NV 89012; APN # 178-27-218-003

Dear Elena,

I am writing to submit an offer on 590 Lairmont Place, Henderson, NV 89012.

Based on the current condition of the home, the view is **NOT** facing the Las Vegas Strip, the home next door is half way built (Bank Owned), the piece of land next door will be starting construction soon and construction noise will continue on both side of the property for years.

Finally, with the recent sold comparables we have come to the purchase price of $1,750,000 **ALL CASH** without Broker Commissions. Please notice on the comps there is a direct comp with the same square footage on the same street that sold in November for $1,575,000

Here is a list of the items that need to be done to the property.

- **Kitchen, Master Bathroom and Master Closet have extensive water damage and not built out.**
- Front and Back Landscaping need to be fully built out (Designed, approved and completed)
- Cracks in Exterior of Home on North side, South side, patio outside of backyard
- Missing Oven in Kitchen
- Rust on all balconies need to be sanded and re-painted

Attached are the Letter of Intent and Sold comparables.

Thank you,

David Rosenberg Lahna Rosenberg

David and Lahna Rosenberg
broseyb@aol.com
310-378-1915 phone

Fidelity Private Client Group

21701 Hawthorne Blvd Torrance, CA 90503-9909
Phone: 800-544-5704
www.fidelity.com

February 20, 2013

Fredric Rosenberg
Barbara Rosenberg
709 Via La Cuesta
Pls Vrds Est, CA 90274-1472

Dear Mr. and Mrs. Rosenberg:

Thank you for contacting Fidelity Investments regarding your Trust account ending in 4221.

Please accept this letter as verification that as of market close on February 20, 2013, you hold in excess of $1,750,000 in cash and money market securities in the aforementioned account.

If you have any questions, please do not hesitate to call me directly at 310-921-3528, ext 53394.

Sincerely,

Chris Kislig
Private Client Specialist

February 20, 2013

Elena Escobar
324 Elm Street, Ste. 105-B
Monroe, CT, 06468
203-929-1951

Re: Letter of Intent to Purchase 590 Lairmont Place, Henderson, NV 89012; APN # 178-27-218-003

Dear Elena,

On behalf of David A. Rosenberg and Lahna Rosenberg ("Buyer"), I would like to submit this proposal (this "Letter of Intent") to purchase approximately 10,071 square feet of Single Family Residence at also known as Clark County, Nevada APN# 178-27-218-003 under the following terms and conditions:

1.	PROPERTY LOCATION:	590 Lairmont Place Henderson, NV 89012 (the "Property")
2.	TYPE OF TRANSACTION:	Cash
3	PURCHASER:	David A. Rosenberg and Lahna Rosenberg
4.	SELLER:	Bank of America, N.A. ("Seller")
5.	PURCHASE PRICE:	One Million Seven Hundred Fifty Thousand Dollars ($1,750,000)
6.	PURCHASE AGREEMENT:	Seller's standard form Purchase and Sale Agreement.
7.	TITLE & ESCROW:	Escrow to be opened with Seller's Choice within 1 business day of receipt of executed Purchase contract.
8.	EARNEST MONEY DEPOSIT:	Within 1 business day of opening Escrow, Buyer shall deposit into Escrow the sum of Fifty Thousand Dollars ($50,000.00) (the "Deposit"). The Deposit will remain refundable to Buyer until the expiration of Inspection Period and contingent upon a mutual executed Purchase and Sale Agreement. Said deposit shall be applied to Purchase Price.

9.	INSPECTION PERIOD:	Ten (10) business days from the opening of escrow.
10.	ESCROW CLOSE DATE:	Escrow close Date shall be twenty (20) days or sooner after Inspection Period.
12.	NON-BINDING:	This Letter of Intent sets forth the basic terms for negotiation of a purchase and sale agreement and is not a contract, offer or option. This letter does not provide Buyer with rights in the Property or against Seller or its affiliates. Seller expressly reserves its rights to negotiate with other parties until a binding purchase and sale agreement is executed by Buyer and Seller. The foregoing is a nonbinding proposal only and no binding agreement shall exist with respect to the Property unless and until a formal purchase and sale agreement is executed by all parties. Without limiting the generality of the foregoing, and because this letter is intended solely as a proposal for the terms to be incorporated in such documents, by the receipt of this letter you hereby agree: (1) that this letter will remain non-binding on Seller, its affiliates, its and their officers, managers, employees and agents; (2) Seller and/or its affiliates may cease negotiations at any time for any reason or for no reason; (3) no one may rely upon this letter for any reason; (4) Buyer, its affiliates, and their partners, shareholders, members, officers, directors, employees and agents hereby waive claims for matters arising out of an allegation that this instrument is binding contract; and (5) Seller, its affiliates, and their shareholders, directors, employees, officers and agents are released and discharged from any claim of liability on the grounds that this is a binding contract.
13.	EXPIRATION:	If Seller does not return a signed copy of this Letter of Intent to Buyer by 5:00 P.M. P.S.T. on February 25th, 2013, this Letter of Intent shall expire and the Terms and Conditions shall become null and void.
15.	CONDITON OF PROPERTY:	It is Buyer's obligation to conduct all necessary studies, including but not limited to environmental, construction, market feasibility, title, zoning & CC&R's. Buyer shall purchase the property "As-Is" and "Where-Is" and "With All Faults."
17.	LEGAL, TITLE, ESCROW FEES	Each party to this transaction shall pay its own legal

	AND COSTS:	fees. Seller and Buyer shall each pay one half (1/2) of real property transfer taxes, title fees, escrow fees and fees for recording the deed transferring the Property to Buyer. Except as provided herein, all other costs and expenses shall be allocated as are customary in Clark County, Nevada.
18.	GOVERNING LAW:	The validity and interpretation of this Letter of Intent shall be governed by and construed in Accordance with the laws of the State of Nevada Without giving effect to its conflict of laws principles.

Please review this Letter of Intent and return a signed copy to me to signify your acceptance of these Terms and Conditions. If you have any questions please do not hesitate to call me.

Agreed and Accepted By:
Buyer: David A. Rosenberg and Lahna Rosenberg

By: David Rosenberg _____ By: Lahna Rosenberg _____

Name: David A. Rosenberg _____ Name: Lahna Rosenberg _____

Date: 2/20/13 _____ Date: 2/20/13 _____

Seller: Bank of America, N.A.

By: _____

Name: _____

Date: _____

Exhibit 9

From: broseyb <broseyb@aol.com>
To: KBarrington <KBarrington@reoms1.com>
Subject: Re: Offer - 590 Lairmont Place, Henderson
Date: Tue, Mar 5, 2013 9:21 pm

Hi, Kelly.

Any news? Do they anticipate starting negotiations in the next few days? Thanks for your help.

Best, Barbara Rosenberg

-----Original Message-----
From: Kelli Barrington <KBarrington@reoms1.com>
To: 'broseyb@aol.com' <broseyb@aol.com>
Sent: Tue, Feb 26, 2013 10:24 am
Subject: Offer - 590 Lairmont Place, Henderson

Good Morning Mrs. Rosenberg ~

I apologize for the delayed response to your letter of intent for the 590 Lairmont Place property in Henderson, NV.

At this time, the seller is not ready to negotiate offers. We anticipate the completion of their due diligence and marketing preparations to be completed within the next few weeks at the latest.

I will be happy to contact you when they are ready to begin negotiations.

Thank you for your interest in this property.

Kelli Barrington
REO Management Services, Inc.
12443 San Jose Blvd., Suite 304
Jacksonville, FL 32223
904-292-9933
kbarrington@reoms1.com

From: broseyb <broseyb@aol.com>
To: kbarrington <kbarrington@reoms1.com>
Subject: 590 Lairmont from Barbara Rosenb erg
Date: Wed, Mar 6, 2013 7:25 pm

Hi, Kelly.

I left 3 messages at your office to call me as to the progress of Lairmont. I am worried that you are not getting the messages. Please get back to me at broseyb@aol.comn or 310 378-1915. We would like to take the next step to acquire the property.

Thanks,
Barbara Rosenberg

From: Kelli Barrington <KBarrington@reoms1.com>
To: 'broseyb@aol.com' <broseyb@aol.com>
Subject: RE: 590 Lairmont from Barbara Rosenb erg
Date: Thu, Mar 7, 2013 6:35 am

Hi Barbara ~

As we previously discussed, the seller needs to complete their due diligence and prepare to list the property. When we talked previously, I indicated that this process could take several weeks. The bank is finishing up and hopefully we can put you in touch with the realtor in order to get the negotiations moving. Due to the restrictions in this neighborhood, you will need to work with a realtor. I have received your messages. I apologize for not returning your calls immediately. But I do not have any new information for you yet. I will certainly get you in touch with the realtor as soon as possible.

Kelli Barrington

REO Management Services, Inc.

12443 San Jose Blvd., Suite 304

Jacksonville, FL 32223

904-292-9933

kbarrington@reoms1.com

From: broseyb@aol.com [mailto:broseyb@aol.com]
Sent: Wednesday, March 06, 2013 10:26 PM
To: Kelli Barrington
Subject: 590 Lairmont from Barbara Rosenb erg

Hi, Kelly.

I left 3 messages at your office to call me as to the progress of Lairmont. I am worried that you are not getting the messages. Please get back to me atbroseyb@aol.comn or 310 378-1915. We would like to take the next step to acquire the property.

Thanks,

Barbara Rosenberg

Exhibit 10

WALK-THROUGH INSPECTION AND RELEASE

PROPERTY ADDRESS: 590 Lairmont Place Henderson, NV 89012 Date: 5/12/2013

Pursuant to the terms of the Purchase Agreement, Buyer is entitled to a walk-through of the Property prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

The following aspects of the above referenced property have been personally inspected by the undersigned Buyer(s) or their authorized representative. Any unsatisfactory conditions should be noted in item 1 on page 2. Any items that cannot be checked should be noted in item 2 on page 2.

GENERAL

	Working Yes	No	N/A
Air-Conditioning			
Alarm System			
Automatic Garage Door			
Breaker Box			
Carbon Monoxide Detector(s)			
Central Vacuum			
Door Bell(s)			
Doors and Windows			
Heating			
Intercom			
Smoke Detector(s)			
Thermostat(s)			
Water Conditioner			
Water Heater(s)			

KITCHEN

	Working Yes	No	N/A
Ceiling Fan			
Dishwasher			
Doors and Windows			
Faucets			
Garbage Disposal			
Microwave			
Outlets			
Oven			
Oven Hood/Fan			
Range			
Refrigerator			
Switches			
Trash Compactor			

LIVING ROOM

	Working Yes	No	N/A
Ceiling Fan			
Doors/Windows			
Fireplace			
Light Fixtures			
Outlets			
Switches			

DINING ROOM

	Working Yes	No	N/A
Ceiling Fan			
Doors/Windows			
Fireplace			
Light Fixtures			
Outlets			
Switches			

FAMILY ROOM

	Working Yes	No	N/A
Ceiling Fan			
Doors/Windows			
Fireplace			
Light Fixtures			
Outlets			
Switches			

BEDROOMS

	Master Bedroom Working Yes	No	N/A	Bedroom #2 Working Yes	No	N/A	Bedroom #3 Working Yes	No	N/A	Bedroom #4 Working Yes	No	N/A	Bedroom #5 Working Yes	No	N/A
Ceiling Fan															
Doors/Windows															
Fireplace															
Light Fixtures															
Outlets															
Smoke Detector															
Switches															

Buyer's Initials: [ ] [ ]

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MHR000027

BATHROOMS	Master Bathroom Working			Bathroom #2 Working			Bathroom #3 Working			Bathroom #4 Working			Bathroom #5 Working		
	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A
Ceiling Fan															
Doors/Windows															
Exhaust Fan															
Light Fixtures															
Outlets															
Plumbing															
Faucets															
Shower															
Sink(s)															
Toilet															
Tub															
Switches															

MISCELLANEOUS	Working		
	Yes	No	N/A
Pool			
Pool Equipment			
Spa			
Washer			
Dryer			

	Working		
	Yes	No	N/A
Sprinklers			
Front			
Rear			
Sides			

The Buyer(s) or their authorized representative, _____, have personally conducted the above described inspection and acknowledge:
Name of Authorized Representative

1. Except as otherwise noted below, all items of the subject property are acceptable to Buyer, and Seller has completed all repairs as agreed to by the Buyer and Seller.
Exceptions: _____

2. The following items were not able to be checked:

3. ☐ See Funds Held Supplemental Escrow Instructions

SELECT ONE:

☐ We hereby acknowledge receipt of a copy of this Inspection and release any and all brokers and agents from further responsibility and liability in this matter.

-OR-

☒ Buyer hereby **WAIVES** the walk-through inspection and releases any and all brokers and agents from further responsibility and liability in this matter.

Buyer/Authorized Rep.: _____ Date: 5.8.13 Time: 7:30 PM

Buyer/Authorized Rep.: _____ Date: 5.8.13 Time: 7:30 PM

Received by:

Seller: _____ Date: _____ Time: _____

Seller: _____ Date: _____ Time: _____

Buyer's Initials: [ ] [ ]

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Exhibit 11

Reference: Lot No. 3
Of Planning Area 10
MacDonald Highlands

GOLF DISCLOSURE

DISCLOSURE AND DISCLAIMER STATEMENT-GOLF CLUB EASEMENTS AND HAZARDS

By Purchaser's signature below, Purchaser hereby acknowledges that Purchaser's Agent has advised Purchaser of the following:

Purchaser acknowledges that the Property is adjacent to the golf course know as DragonRidge Country Club (the Club) at MacDonald Highlands and that the Property may be subjected to additional noise, reduced privacy and other related impacts. In addition, there are certain hazards inherent to such location in close proximity to a golf course including, without limitation, the hazards of potential injury to persons on the Property and damage to any improvements on the Property from stray golf balls. Purchaser's Agent hereby disclaims, and Purchaser waives and releases Purchaser's Agent and the Club, their agents, employees and contractors from, any and all liability for property damage to the Property, including all improvements thereon, and personal injury to Purchaser and Purchaser's family, tenants, licensees and invitees, from such hazards, and Purchaser assumes all of the risks of such hazards, whether or not such injury or damage was caused in whole or in part by, or related to, active or passive negligence on the part of Seller, the Club or their agents, employees or contractors.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

"PURCHASER"

Barbara Rosenberg

Date: 4/13/13

Exhibit 12

ZONING CLASSIFICATIONS AND LAND USE DISCLOSURE

Pursuant to NRS 113.070, requires that all purchasers of property in Clark County, Nevada receive a disclosure that contains the most recent zoning and land use information. That certain property is commonly known as Lot 3, Planning Area 10; address 590 LAIRMONT PLACE and located within MacDonald Highlands (formerly known as The Foothills at MacDonald Ranch).

Zoning Classifications and Master Plan Designations Information Required by NRS 113.070 (4), (5): The zoning classifications and master plan designations and the general land uses described therein, for the parcels of land adjoining the Subdivision are as follows:

North of the Subdivision:	Zoning: RS-6 & RS-2;	Master Plan: The Foothills at MacDonald Ranch
East of the Subdivision:	Zoning: DH Development Holding;	Master Plan: The Foothills at MacDonald Ranch
South of the Subdivision:	Zoning: RS-2;	Master Plan: The Foothills at MacDonald Ranch
West of the Subdivision	Zoning: RS-6 & RS-2;	Master Plan: The Foothills at MacDonald Ranch

Zoning classifications describe the land uses currently permitted on a parcel of land. Designations in the master plan regarding land use describe the land uses that the governing city or county proposes for a parcel of land. Zoning classifications and designations in the master plan regarding land use are established and defined by local ordinances. If the zoning classification for a parcel of land is inconsistent with the designation in the master plan regarding land use for a parcel, the possibility exists that the zoning classification may be changed to be consistent with the designation in the master plan regarding land use for the parcel. Additionally, the local ordinances that establish and define the various zoning classifications and designations in the master plan regarding land use are also subject to change.

The master plan if for the general, comprehensive and long-term development of land in the area and the designations in the master plan regarding land use provides the most probable indication of future development, which may occur on the surrounding properties.

This information is current and plotted as of **February 2010**. Master plan designations and zoning classifications, ordinances and regulations adopted pursuant to the master plan are subject to change. You may obtain more current information regarding the zoning and master plan information from The City of Henderson, Planning Department, 240 Water Street, Henderson, NV 89015, Te:; 565-2474.

RECEIPT

Purchaser(s) hereby ACKNOWLEDGES RECEIPT of this disclosure document as of the date set forth below.

Dated: 4-13-13

Purchaser: _____

Purchaser: _____

Exhibit 13

EQUAL HOUSING OPPORTUNITY

BEFORE YOU PURCHASE PROPERTY IN A COMMON-INTEREST COMMUNITY DID YOU KNOW . . .

1. YOU GENERALLY HAVE 5 DAYS TO CANCEL THE PURCHASE AGREEMENT?

When you enter into a purchase agreement to buy a home or unit in a common-interest community, in most cases you should receive either a public offering statement, if you are the original purchaser of the home or unit, or a resale package, if you are not the original purchaser. The law generally provides for a 5-day period in which you have the right to cancel the purchase agreement. The 5-day period begins on different starting dates, depending on whether you receive a public offering statement or a resale package. Upon receiving a public offering statement or a resale package, you should make sure you are informed of the deadline for exercising your right to cancel. In order to exercise your right to cancel, the law generally requires that you hand deliver the notice of cancellation to the seller within the 5-day period, or mail the notice of cancellation to the seller by prepaid United States mail within the 5-day period. For more information regarding your right to cancel, see Nevada Revised Statutes 116.4108, if you received a public offering statement, or Nevada Revised Statutes 116.4109, if you received a resale package.

2. YOU ARE AGREEING TO RESTRICTIONS ON HOW YOU CAN USE YOUR PROPERTY?

These restrictions are contained in a document known as the Declaration of Covenants, Conditions and Restrictions. The CC&Rs become a part of the title to your property. They bind you and every future owner of the property whether or not you have read them or had them explained to you. The CC&Rs, together with other "governing documents" (such as association bylaws and rules and regulations), are intended to preserve the character and value of properties in the community, but may also restrict what you can do to improve or change your property and limit how you use and enjoy your property. By purchasing a property encumbered by CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. You should review the CC&Rs, and other governing documents before purchasing to make sure that these limitations and controls are acceptable to you. Certain provisions in the CC&Rs and other governing documents may be superseded by contrary provisions of chapter 116 of the Nevada Revised Statutes. The Navada Revised Statutes are available at the Internet address http://www.leg.state.nv.us/nrs/.

3. YOU WILL HAVE TO PAY OWNERS' ASSESSMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association. The obligation to pay these assessments binds you and every future owner of the property. Owners' fees are usually assessed by the homeowners' association and due monthly. You have to pay dues whether or not you agree with the way the association is managing the property or spending the assessments. The executive board of the association may have the power to change and increase the amount of the assessment and to levy special assessments against your property to meet extraordinary expenses. In some communities, major components of the common elements of the community such as roofs and private roads must be maintained and replaced by the association. If the association is not well managed or fails to provide adequate funding for reserves to repair, replace and restore common elements, you may be required to pay large, special assessments to accomplish these tasks.

4. IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

If you do not pay these assessments when due, the association usually has the power to collect them by selling your property in a nonjudicial foreclosure sale. If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current. If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

5. YOU MAY BECOME A MEMBER OF A HOMEOWNERS' ASSOCIATION THAT HAS THE POWER TO AFFECT HOW YOU USE AND ENJOY YOUR PROPERTY?

Many common-interest communities have a homeowners' association. In a new development, the association will usually be controlled by the developer until a certain number of units have been sold. After the period of developer control, the association may be controlled by property owners like yourself who are elected by homeowners to sit on an executive board and other boards and committees formed by the association. The association, and its executive board, are responsible for assessing homeowners for the cost of operating the association and the common or shared elements of the community and for the day to day operation and management of the community. Because homeowners sitting on the executive board and other boards and committees of the association may not have the experience or professional background required to understand and carry out the responsibilities of the association properly, the association may hire professional community managers to carry out these responsibilities. Homeowners' associations operate on democratic principles. Some decisions require all homeowners to vote,

some decisions are made by the executive board or other boards or committees established by the association or governing documents. Although the actions of the association and its executive board are governed by state laws, the CC&Rs and other documents that govern the common-interest community, decisions made by these persons will affect your use and enjoyment of your property, your lifestyle and freedom of choice, and your cost of living in the community. You may not agree with decisions made by the association or its governing bodies even though the decisions are ones which the association is authorized to make. Decisions may be made by a few persons on the executive board or governing bodies that do not necessarily reflect the view of the majority of homeowners in the community. If you do not agree with decisions made by the association, its executive board or other governing bodies, your remedy is typically to attempt to use the democratic processes of the association to seek the election of members of the executive board or other governing bodies that are more responsive to your needs. If you have a dispute with the association, its executive board or other governing bodies, you may be able to resolve the dispute through the complaint, investigation and intervention process administered by the Office of the Ombudsman for Owners in Common-Interest Communities, the Nevada Real Estate Division and the Commission for Common Interest Communities. However, to resolve some disputes, you may have to mediate or arbitrate the dispute and, if mediation or arbitration is unsuccessful, you may have to file a lawsuit and ask a court to resolve the dispute. In addition to your personal cost in mediation or arbitration, or to prosecute a lawsuit, you may be responsible for paying your share of the association's cost in defending against your claim.

6. YOU ARE REQUIRED TO PROVIDE PROSPECTIVE PURCHASERS OF YOUR PROPERTY WITH INFORMATION ABOUT LIVING IN YOUR COMMON-INTEREST COMMUNITY?

The law requires you to provide a prospective purchaser of your property with a copy of the community's governing documents, including the CC&Rs, association bylaws, and rules and regulations, as well as a copy of this document. You are also required to provide a copy of the association's current year-to-date financial statement, including, without limitation, the most recent audited or reviewed financial statement, a copy of the association's operating budget and information regarding the amount of the monthly assessment for common expenses, including the amount set aside as reserves for the repair, replacement and restoration of common elements. You are also required to inform prospective purchasers of any outstanding judgments or lawsuits pending against the association of which you are aware. For more information regarding these requirements, see Nevada Revised Statutes 116.4109.

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7. YOU HAVE CERTAIN RIGHTS REGARDING OWNERSHIP IN A COMMON-INTEREST COMMUNITY THAT ARE GUARANTEED YOU BY THE STATE?

Pursuant to provisions of chapter 116 of Nevada Revised Statutes, you have the right:

(a) To be notified of all meetings of the association and its executive board, except in cases of emergency.

(b) To attend and speak at all meetings of the association and its executive board, except in some cases where the executive board is authorized to meet in closed, executive session.

(c) To request a special meeting of the association upon petition of at least 10 percent of the homeowners.

(d) To inspect, examine, photocopy and audit financial and other records of the association.

(e) To be notified of all changes in the community's rules and regulations and other actions by the association or board that affect you.

8. QUESTIONS?

Although they may be voluminous, you should take the time to read and understand the documents that will control your ownership of a property in a common-interest community. You may wish to ask your real estate professional, lawyer or other person with experience to explain anything you do not understand. You may also request assistance from the Office of the Ombudsman for Owners in Common-Interest Communities, Nevada Real Estate Division, at:

OR

2501 E. Sahara Ave, Suite 202
Las Vegas, NV 89104-4137
Voice: (702) 486-4480
or toll free at (877) 829-9907
Fax: (702) 486-4520

788 Fairview Dr, Ste 200
Carson City, NV 89701
Voice: (775) 687-4280

I/We acknowledge that I/we have received the above-information.		
Barbara Knowles *Purchaser*	4/13/13 *Date*	*Time*
Purchaser	4/13/13 *Date*	*Time*

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Exhibit 14

87011513

RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: March 13, 2013

Barbara and Fredric Rosenberg ("Buyer"), hereby offers to purchase 590 Lairmont Place ("Property"), within the city or unincorporated area of Henderson, County of Clark, State of Nevada, Zip 89012, A.P.N. # 178-27-218-003 for the purchase price of $ 2,160,000.00 (Two million one hundred sixty thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

$ 325,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☒ presented with this offer -OR- ☐ _____ to escrow company with in 24 hours of acceptance

(NOTE: It is a felony in the State of Nevada-punishable by up to four years in prison and a $5,000 fine-to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

$ _____ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

$ _____ C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:
☐ Conventional, ☐ FHA, ☐ VA, ☒ Other (specify) CASH.
Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed _____ %. Initial monthly payment not to exceed $ _____ , not including taxes, insurance and/or PMI or MIP.

$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):.
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.
Interest: ☐ Fixed rate, _____ years -OR- ☐ Adjustable Rate, _____ years. Initial rate of interest not to exceed _____ %. Monthly payment not to exceed $ _____ , not including taxes, insurance and/or PMI or MIP.

$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

$ 1,835,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

$ 2,160,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____ / _____

Property Address: 590 Lairmont Place SELLER(S) INITIALS: _____ / _____

2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

A. **NEW LOAN APPLICATION:** Within N?A business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer ☐ does -OR- ☐ does not authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. **CASH PURCHASE:** Within One business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. **SALE OF OTHER PROPERTY:**

This Agreement
- ☒ is not -OR-
- ☐ is contingent upon the sale (and closing) of another property which address is _____.

Said Property
- ☐ is currently listed
- ☐ is not -OR- ☐ is presently in escrow with _____.

Escrow Number: _____. Proposed Closing Date: _____.

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement, all items are transferred in an "AS IS" condition.

A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

B. The following additional items of personal property: Per MLS listing terms

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____ / _____

Property Address: 590 Lalmont Place Henderson, NV 89012 SELLER(S) INITIALS: _____ / _____

5. **ESCROW:**

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement ("Opening of Escrow"), at seller's choice title or escrow company ("Escrow Company" or "ESCROW HOLDER") with _____ ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their respective Brokers) of the opening date and the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) 4/30/2013 or sooner. If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

E. FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC Section 1445).

6. **TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
☐ CLTA; ■ ALTA-Residential; -OR- ☐ ALTA-Extended (including a survey, if required).

7. **PRORATIONS, FEES AND EXPENSES** (Check appropriate box):

A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	☐	☐	☑	☐
Lender's Title Policy	☐	☐	☐	☑
Owner's Title Policy	☑	☐	☐	☐
Real Property Transfer Tax	☑	☐	☐	☐
Other: _____	☐	☐	☐	☐

B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	☐	☑	☐
CIC Periodic Fees	☐	☑	☐
SIDs / LIDs / Bonds / Assessments	☐	☐	☑
Sewer Use Fees	☐	☑	☐
Trash Service Fees	☐	☑	☐
Real Property Taxes	☐	☑	☐
Other: _____	☐	☐	☐

All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____

Property Address: 590 Lairmont Place Henderson, NV 89012 SELLER(S) INITIALS: _____

C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Appraisal	☐	☐	☐	☑	☐
CIC Capital Contribution	☐	☑	☐	☐	☐
CIC Transfer Fees	☐	☑	☐	☐	☐
CLUE Report ordered by Seller	☐	☐	☐	☑	☐
Energy Audit	☐	☐	☐	☑	☐
Fungal Contaminant Inspection	☐	☐	☐	☑	☐
Home Inspection	☐	☑	☐	☐	☐
Mechanical Inspection	☐	☑	☐	☐	☐
Oil Tank Inspection	☐	☐	☐	☑	☐
Pool/Spa Inspection	☐	☑	☐	☐	☐
Roof Inspection	☐	☐	☐	☑	☐
Septic Inspection (requires pumping)	☐	☐	☐	☐	☑
Septic Lid Removal	☐	☐	☐	☐	☑
Septic Pumping	☐	☐	☐	☑	☐
Soils Inspection	☐	☐	☐	☑	☐
Structural Inspection	☐	☐	☐	☑	☐
Survey _____ (type)	☐	☐	☐	☑	☐
Termite/Pest Inspection	☐	☐	☐	☑	☐
Well Inspection (Quantity)	☐	☐	☐	☐	☑
Well Inspection (Quality)	☐	☐	☐	☐	☑
Wood-Burning Device/Chimney Inspection (includes cleaning)	☐	☐	☐	☐	☑
Other: _____	☐	☐	☐	☐	☐
Re-Inspections	☐	☐	☐	☐	☐

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice).

D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	☐	☐	☐	☑
Roof	☐	☐	☐	☑
Septic	☐	☐	☐	☑
Well	☐	☐	☐	☑
Wood-Burning Device/Chimney Certification	☐	☐	☐	☑
Other: _____	☐	☐	☐	☐

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of $ zero to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: BR F.R

Property Address: 590 Lairmont Place Henderson, NV 89012 SELLER(S) INITIALS: MW

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Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

F. **LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute $ zero to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

G. **HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with _____. ☐ Seller -OR- ☒ Buyer will pay for the Home Protection Plan at a price not to exceed $ 790.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for ordering the Home Protection Plan.

8. **TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

9. **COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

10. **DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- ☐ **Construction Defect Claims Disclosure,** if Seller has marked "Yes" to Paragraph 1(d) of the Seller Real Property Disclosure Form (NRS 40.688)
- ☐ **Fungal (Mold) Notice Form** (not required by Nevada law)
- ☐ **Lead-Based Paint Disclosure and Acknowledgment,** required if constructed before 1978 (24 CFR 745.113)
- ☐ **Post Notice Form** (not required by Nevada law)
- ☐ **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**
- ☐ **Open Range Disclosure** (NRS 113.065)
- ☒ **Seller Real Property Disclosure Form** (NRS 113.130)
- ☐ **Other** (list) _____

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____

Property Address: 590 Lairmont Place Henderson, NV 89012 SELLER(S) INITIALS: _____

11. **ADDITIONAL DISCLOSURES:**

A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Barbara Rosenberg is a licensed real estate agent in the State(s) of California, and has the following interest, direct or indirect, in this transaction: ■ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____.

B. In addition, for **NEW CONSTRUCTION**, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4103); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: _____.

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and heliports. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

12. **BUYER'S DUE DILIGENCE:**

A. DUE DILIGENCE PERIOD: Buyer shall have 12 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. **If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections.** If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Frédric Rosenberg BUYER(S) INITIALS: _____ / _____

Property Address: 590 Lalmont Place Henderson, NV 89012 SELLER(S) INITIALS: _____ / _____

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C. **PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ COE -OR- ☐ _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser and shall be liable to Buyer for the sum of $ 150.00 per calendar day in addition to Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by Buyer.

17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein).

18. DEFAULT:

A. **MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

B. **IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____ / _____

Property Address: 590 Leimont Place Henderson, NV 89012 SELLER(S) INITIALS: _____ / _____

C. **IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of the following legal recourses against Buyer (initial one only):

[ ] [ ] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

-OR-

[BR] [JR] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a third party and the difference in the sales price.

Instructions to Escrow

19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. *UNCLAIMED FUNDS:* In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than $5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

Brokers

21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☐ will -OR- ☒ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. **Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.**

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: BR / JR

Property Address: 590 Lairmont Place Henderson, NV 89012 SELLER(S) INITIALS: _____ / _____

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Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

24. **SIGNATURES, DELIVERY, AND NOTICES:**

A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented.

C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: _____

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of $ 325,000.00 evidenced by ☐ Cash, ☐ Cashier's Check, ☒ Personal Check, or ☐ Other _____ payable to Title Co., Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account.

Date: March 13, 2013 Signed: _____ Buyer's Agent: Stephen McGill

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg BUYER(S) INITIALS: _____ / _____

Property Address: 590 Lairmont Place SELLER(S) INITIALS: _____ / _____

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Barbara Rosenberg — Barbara Rosenberg — 3/13/13 ___:___ ☐ AM ☐ PM
Buyer's Signature — Buyer's Printed Name — Date — Time

Fredric Rosenberg — Fredric Rosenberg — 3/13/13 ___:___ ☐ AM ☐ PM
Buyer's Signature — Buyer's Printed Name — Date — Time

Seller must respond by: _____ ☐ AM ☐ PM on (month) _____, (day) _____, (year) _____. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.

Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: Kathryn Bovard — Agent's Name: Siobhan McGill
Company Name: Realty ONE Group — Agent's Public ID: 214400
Phone: 702-898-7575 — Office Address: 2831 St. Rose Parkway # 100
Email: siobhanmcgill@gmail.com — City, State, Zip: Henderson, NV 89052
Fax: 702-637-7210

Seller's Response

☐ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.
☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

FIRPTA DECLARATION: Pursuant to Section 5.B. herein, Seller declares that he/she
☐ is not -OR-
☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

Man Trustee Bank of America — 3/13 — 3:33 ☐ AM ☒ PM
Seller's Signature — Seller's Printed Name — Date — Time

_____ — _____ — _____ ___:___ ☐ AM ☐ PM
Seller's Signature — Seller's Printed Name — Date — Time

Confirmation of Representation: The Seller is represented in this transaction by:

Seller's Broker: Michael Dolron — Agent's Name: Michael Dolron
Company Name: MacDonald Highlands Realty — Office Address: 552 S Stephanie Street
Phone: 702-614-9100 — City, State, Zip: Henderson, NV 89012
Email: _____ — Fax: 702-614-9400

LICENSEE DISCLOSURE OF INTEREST (SELLER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. _____ is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: Barbara and Fredric Rosenberg — BUYER(S) INITIALS: _____ / _____

Property Address: 590 Lalmont Place Henderson, NV 89012 — SELLER(S) INITIALS: _____ / _____

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ADDENDUM NO. 1
TO PURCHASE AGREEMENT

In reference to the Purchase Agreement executed by Barbara and Fredric Rosenberg as Buyer(s) and Bank of America as Seller(s), dated March 10, 2013 covering the real property at 590 Lairmont Place Henderson, NV 89012, the ☑ Buyer ☐ Seller hereby proposes that the Purchase Agreement be amended as follows:

Amended purchase price to be $2,302,000.00.
All other terms to remain the same.

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

☑ Buyer ☐ Seller — Date: 3.19.13

☑ Buyer ☐ Seller — Time: 10:45

Acceptance:

☐ Buyer ☑ Seller — Date: 3-21-13

☐ Buyer ☐ Seller — Time:

Prepared by: Siobhan McGill (Agent's Name) — 702-349-5252 (Phone)

Exhibit 15

ELECTRONICALLY SERVED
07/29/2014 06:34:45 PM

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com
HOWARD KIM & ASSOCIATES
1055 Whitney Ranch Drive, Suite 110
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; DRAGONRIDGE PROPERTIES, LLC; DRAGONRIDGE GOLF CLUB, INC., is a Nevada corporation; MACDONALD PROPERTIES, LTD., a Nevada corporation; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SHAHIN SHANE MALEK, an individual; REAL PROPERTIES MANAGEMENT GROUP, INC., a Nevada corporation; DOES I through X; and ROE CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-13-689113-C

Dept. No. I

PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT MACDONALD HIGHLANDS REALTY, LLC'S FIRST SET OF INTERROGATORIES

Plaintiff The Fredric and Barbara Rosenberg Living Trust, by and through its counsel of record, Howard Kim & Associates, hereby responds to Defendant MacDonald Highlands Realty, LLC's First Set of Interrogatories:

PRELIMINARY STATEMENT

These responses are based solely on information presently known to Rosenberg Trust. Further discovery may lead to additions to, changes in, or modifications of these responses. Accordingly, these responses are being given without prejudice to Rosenberg Trust's right to

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HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

produce subsequent discovery evidence and to introduce the same at trial.

DEFINITIONS

1. **"Subject Property"** refers to that certain real property located at 590 Lairmont Place, Henderson, Nevada 89012, designated as parcel no. 178-27-218-003, which is the subject of this lawsuit.

2. **"Malek Property"** refers to that certain real property located at 594 Lairmont Place, Henderson, Nevada 89012, designated as parcel no. 178-27-218-002.

3. **"Golf Course Parcel"** or "Lot A" refers to the 14,840 sq. ft. of undeveloped land alongside the southeastern edge of the ninth hole of the Dragonridge Country Club golf course within MacDonald Highlands; **Parcel No. 178-28-520-001**, which was sold to Defendant Malek and is referenced in Plaintiff's Initial Disclosures, BATES Nos. PLTF218-222.

4. **"Plaintiff"** refers to The Fredric and Barbara Rosenberg Living Trust.

5. **"BANA"** refers to Bank of America, N.A.

6. **"Malek"** refers to Defendant Shahin Shane Malek.

INTERROGATORIES

INTERROGATORY NO. 1:

State in detail the amount You contend the Subject Property was valued at on or about May 16, 2013, if there had not been a change in the lot lines of the Malek Property as described in Your Complaint.

ANSWER TO INTERROGATORY NO. 1: Objection, this interrogatory is vague and ambiguous as to the definition of the term "valued at" and to which portion of the complaint the interrogatory is referencing. Without waiving said objections, Plaintiff states that it entered into an agreement to purchase the Subject Property on March 14, 2013 for $2,160,000.00 and submitted a document amending the purchase price to $2,302,000.00 to BANA on March 19, 2013. Plaintiff closed escrow on May 15, 2013, paying a total of $2,302,000.00 to BANA. Discovery is on-going. Plaintiff is seeking an expert opinion as to the replacement value of the Subject Property at the time of purchase which it will disclose. Plaintiff reserves the right to supplement this response as further investigation warrants.

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INTERROGATORY NO. 2:

State in detail the amount You contend the Subject Property was valued at on or about May 16, 2013, in light of the change in the lot lines of the Malek Property as described in Your Complaint.

ANSWER TO INTERROGATORY NO. 2: Objection, this interrogatory is vague and ambiguous as to the definition of the term "valued at" and as to which portion of the complaint the interrogatory is referencing. This interrogatory is also premature because, although defendant Malek has admitted his intention to build on the Golf Course Parcel, Malek has not disclosed specific construction plans. Without waiving said objections, Plaintiff contends that the Subject Property has zero value to Plaintiff if Malek builds a structure on the Golf Course Parcel or modifies the fence line to incorporate the Golf Course Parcel. Discovery is on-going. Plaintiff reserves the right to supplement this response as further investigation warrants.

INTERROGATORY NO. 3:

If the amount in Your answer to Interrogatory No. 1 is different than the amount in Your answer to Interrogatory No. 2, please state in detail Your reasons for the difference in value of the Subject Property and describe the facts and evidence supporting the difference in value.

ANSWER TO INTERROGATORY NO. 3: Objection, this interrogatory is overbroad and unduly burdensome in that it requests facts and evidence that are outside of Plaintiff's knowledge, possession or control. In addition, this interrogatory is premature in that the difference in value will vary depending on what, if anything, is built on the Golf Course Parcel. Without waiving said objections, Plaintiff purchased the Subject Property based on its unique characteristics including, but not limited to, its location in a Henderson golf course community, its proximity to the 9th hole of the golf course, the gated community and street, the proximity to the driving range, the view of the golf course and mountains from the decks, living room, kitchen, dining room and master bedroom, the privacy created by the lack of residential building lots to the rear of the property, the size and style of the home, the flow of the natural landscaping and the results of the community architectural and design guidelines. Had Defendants disclosed the sale of the Golf Course Parcel to Malek or the rezoning of the Golf Course Parcel, Plaintiff

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(702) 485-3300 FAX (702) 485-3301

would not have purchased the Subject Property.

Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 4:

State in detail the amount You contend the Subject Property is valued at as of the date of service of these Interrogatories, if there had not been a change in the lot lines of the Malek Property as described in Your Complaint.

ANSWER TO INTERROGATORY NO. 4: Objection, this interrogatory is vague and ambiguous as to the definition of the term "valued at" and as to which portion of the complaint the interrogatory is referencing. Without waiving said objections, Plaintiff states that discovery is on-going. Plaintiff is seeking an expert opinion as to the replacement value of the Subject Property as of the date of service of these Interrogatories. Plaintiff reserves the right to supplement this response as further investigation warrants.

INTERROGATORY NO. 5:

State in detail the amount You contend the Subject Property is valued at as of the date of service of these Interrogatories, in light of the change in the lot lines of the Malek Property as described in Your Complaint.

ANSWER TO INTERROGATORY NO. 5: This interrogatory is also premature because, although defendant Malek has admitted his intention to build on the Golf Course Parcel, Malek has not disclosed specific construction plans. Without waiving said objections, Plaintiff contends that the Rosenberg Property has zero value to Plaintiff if Malek builds a structure on the Golf Course Parcel or modifies the fence line to incorporate the Golf Course Parcel. Discovery is on-going. Plaintiff reserves the right to supplement this response as further investigation warrants.

INTERROGATORY NO. 6:

If the amount in Your answer to Interrogatory No. 4 is different than the amount in Your answer to Interrogatory No. 5, please state in detail Your reasons for the difference in value of the Subject Property and describe the facts and evidence supporting the difference in value.

ANSWER TO INTERROGATORY NO. 6: Objection, this interrogatory is overbroad

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(702) 485-3300 FAX (702) 485-3301

and unduly burdensome in that it requests facts and evidence that are outside of Plaintiff's knowledge, possession or control. In addition, this interrogatory is premature in that the difference in value will vary depending on what, if anything, is built on the Golf Course Parcel. Without waiving said objections, Plaintiff purchased the Subject Property based on its unique characteristics including, but not limited to, its location in a Henderson golf course community, its proximity to the 9th hole of the golf course, the gated community and street, the proximity to the driving range, the view of the golf course and mountains from the decks, living room, kitchen, dining room and master bedroom, the privacy created by the lack of residential building lots to the rear of the property, the size and style of the home, the flow of the natural landscaping and the results of the community architectural and design guidelines. Had Defendants disclosed the sale of the Golf Course Parcel to Malek or the rezoning of the Golf Course Parcel, Plaintiff would not have purchased the Subject Property.

Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 7:

State the basis of Your contention that the change in the lot lines of the Malek Property materially and relevantly effects the value of the Subject Property.

ANSWER TO INTERROGATORY NO. 7: Objection, this interrogatory is vague and ambiguous as to the definition of "value." This interrogatory is also premature because, although defendant Malek has admitted his intention to build on the Golf Course Parcel, Malek has not disclosed specific construction plans. Without waiving said objections, Plaintiff's use, enjoyment, and value of the Subject Property will be substantially altered in terms of, among other things, the view of the golf course and mountains, privacy, and light entering the Rosenberg Property if Malek begins construction on the Golf Course Parcel. The extent of the impact will be affected by what type of construction, if any, takes place.

Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 8:

State in detail, and by category, the amount of damages You seek to recover in this Action.

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ANSWER TO INTERROGATORY NO. 8: this interrogatory is premature in that damages will vary depending on what, if anything, is built on the Golf Course Parcel. Plaintiff objects to this interrogatory to the extent it is requesting documents protected by the attorney-client and work product privileges. Without waiving said objections, Plaintiff's damages currently include attorney's fees and costs that continue to accrue.

Plaintiff purchased the Subject Property based on its unique characteristics including, but not limited to, its location in a Henderson golf course community, its proximity to the 9th hole of the golf course, the gated community and street, the proximity to the driving range, the view of the golf course and mountains from the decks, living room, kitchen, dining room and master bedroom, the privacy created by the lack of residential building lots to the rear of the property, the size and style of the home, the flow of the natural landscaping and the results of the community architectural and design guidelines. Had Defendants disclosed the sale of the Golf Course Parcel to Malek or the rezoning of the Golf Course Parcel, Plaintiff would not have purchased the Subject Property. Plaintiff was required to file this litigation as a direct result of Defendants' and its agents' omission and affirmative representation that no other conditions or aspects of the Subject Property which materially affect its value or use in an adverse manner exist.

If Malek builds on the Golf Course Parcel, Plaintiff's damages will also include the replacement value of the Subject Property. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 9:

Identify each person with knowledge of the value of the Subject Property.

ANSWER TO INTERROGATORY NO. 9: Objection, this interrogatory is vague and ambiguous as to the definition of "value" and as to timing. It is also overbroad and unduly burdensome in that it is not limited in time or scope and requests identification of persons unknown to Plaintiff or equally known to Defendants. Without waiving said objections, Plaintiff answers that the parties to this litigation have knowledge of the value of the Subject Property. The parties' agents, including their brokers and insurance companies have knowledge of the

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HENDERSON, NEVADA 89014
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value of the Subject Property. Upon information and belief, the Clark County Recorder and Clark County Treasurer have knowledge of the value of the Rosenberg Property. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 10:

Identify each person with knowledge of any diminution of the value of the Subject Property as a result of the change in the lot lines of the Malek Property.

ANSWER TO INTERROGATORY NO. 10: Objection, this interrogatory is vague and ambiguous as to the definition of "value." It is also overbroad and unduly burdensome in that it is not limited in time or scope and requests identification of persons unknown to Plaintiff or equally known to Defendants. Without waiving said objections, Plaintiff answers that the parties to this litigation have knowledge of the diminution of the value of the Subject Property. The parties' agents, including their brokers and insurance companies have knowledge of the value of the Subject Property and may have knowledge of the diminution of the value of the Subject Property. Upon information and belief, the Clark County Recorder and Clark County Treasurer have knowledge of the value of the Subject Property and may have knowledge of the diminution of the value of the Subject Property. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

DATED this 29th day of July, 2014.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
Jacqueline A. Gilbert, Esq.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com
1055 Whitney Ranch Drive, Suite 110
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

VERIFICATION

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

I, Barbara Rosenberg, being first duly sworn, deposes and says that I am a trustee of The Fredric and Barbara Rosenberg Living Trust, the Plaintiff herein, that I have read the entirety of the foregoing Responses to Interrogatories and know the contents thereof, that the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

Barbara Rosenberg

SUBSCRIBED AND SWORN to before me this 29th day of July, 2014.

NOTARY PUBLIC

JULIE H. TAKASUGI
Commission # 1951626
Notary Public - California
Los Angeles County
My Comm. Expires Sep 10, 2015

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

JUL-29-2014 10:26 From: To:13105983069 P.1/2

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of July, 2014, I served via the Eighth Judicial District Court electronic service system, the foregoing **PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT MACDONALD HIGHLANDS REALTY LLC'S FIRST SET OF INTERROGATORIES** to the following parties:

Akerman

Contact	Email
Darren Brenner	Darren.Brenner@akerman.com
Deb Julien	debbie.julien@akerman.com
Natalie Winslow	natalie.winslow@akerman.com

Attorneys for Bank of America, N.A.

Kemp, Jones & Coulthard

Contact	Email
Erica Bennett	e.bennett@kempjones.com
J. Randall Jones	jrj@kempjones.com
Janet Griffin	janetjamesmichael@gmail.com
Janet Griffin	jlg@kempjones.com
Spencer Gunnerson	s.gunnerson@kempjones.com

Attorneys for Michael Doiron, MacDonald Highlands Realty LLC and Real Properties Management Group Inc.

Snell & Wilmer

Contact	Email
Alex Avalos	aavalos@swlaw.com
Docket	Docket_LAS@swlaw.com
Gaylene Kim	gkim@swlaw.com
Julie Von Sites	jvonsites@swlaw.com
Justin A. Shiroff	jshiroff@swlaw.com
Patrick G. Byrne	pbyrne@swlaw.com

Attorneys for Shahin Shane Malek

/s/ Diana S. Cline_____
An Employee of Howard Kim & Associates

Exhibit 16

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HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com
HOWARD KIM & ASSOCIATES
1055 Whitney Ranch Drive, Suite 110
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST,

Plaintiff,

vs.

BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; DRAGONRIDGE PROPERTIES, LLC; DRAGONRIDGE GOLF CLUB, INC., is a Nevada corporation; MACDONALD PROPERTIES, LTD., a Nevada corporation; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SHAHIN SHANE MALEK, an individual; REAL PROPERTIES MANAGEMENT GROUP, INC., a Nevada corporation; DOES I through X; and ROE CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-13-689113-C

Dept. No. I

PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANT BANK OF AMERICA, N.A.'S FIRST SET OF INTERROGATORIES

Plaintiff The Fredric and Barbara Rosenberg Living Trust ("Plaintiff" or "Rosenberg Trust"), by and through its counsel of record, Howard Kim & Associates, hereby responds to Defendant Bank of America, N.A.'s ("BANA") First Set of Interrogatories:

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HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

PRELIMINARY STATEMENT

These responses are based solely on information presently known to Rosenberg Trust. Further discovery may lead to additions to, changes in, or modifications of these responses. Accordingly, these responses are being given without prejudice to Rosenberg Trust's right to produce subsequent discovery evidence and to introduce the same at trial.

DEFINITIONS

1. "Rosenberg Property" refers to the real property located at **590 Lairmont Place, Henderson, Nevada 89012, Parcel No. 178-27-218-003.**

2. "Malek Lot 1" refers to the real property located at **598 Lairmont Place, Henderson, Nevada 89012, Parcel No. 178-27-218-001.**

3. "Malek Lot 2" refers to the real property located at **594 Lairmont Place, Henderson, Nevada 89012**, that before it was combined with the Golf Course Parcel was identified as **Parcel No. 178-27-218-002**.

4. "Golf Course Parcel" or "Lot A" refers to the 14,840 sq. ft. of undeveloped land alongside the southeastern edge of the ninth hole of the Dragonridge Country Club golf course within MacDonald Highlands; **Parcel No. 178-28-520-001**, which was sold to Defendant Malek and is referenced in Plaintiff's Initial Disclosures, BATES Nos. PLTF218-222.

5. "Plaintiff" refers to The Fredric and Barbara Rosenberg Living Trust.

6. "BANA" refers to Bank of America, N.A.

7. "Malek" refers to Defendant Shahin Shane Malek.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe how the "lot lines presented at the time of PLAINTIFF's negotiations and purchase of the SUBJECT PROPERTY were not accurate," as alleged in paragraph 59 of the complaint.

ANSWER TO INTERROGATORY NO. 1: Objection, this interrogatory is vague and ambiguous where the statement is taken out of context. Without waiving said objections, the lot lines of the Malek Property as depicted in the public records and as presented by Defendant and

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
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its agents did not show that the lot lines of 594 Lairmont Place, Henderson, Nevada 89012, parcel number 178-27-218-002 had been amended through the purchase of a portion of the golf course, parcel number 178-28-520-001. Although BANA and its agents knew of the change to the lot lines, it failed to disclose the change to Plaintiff. Further, BANA affirmatively represented that the Property was not located next to or near any known future development and that, other than the disclosures made by BANA, there were not any other conditions or aspects of the Property which materially affect its value or use in an adverse manner. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 2:

Describe how "the view at the SUBJECT PROPERTY will be substantially altered" should defendant Malek begin construction on Malek's property, as alleged in paragraph 61 of the complaint.

ANSWER TO INTERROGATORY NO. 2: Objection, this interrogatory is vague and ambiguous where the statement is taken out of context. This interrogatory is also premature because, although defendant Malek has admitted his intention to build on the Golf Course Parcel, Malek has not disclosed specific construction plans. Without waiving said objections, Plaintiff's use, enjoyment, and value of the Rosenberg Property will be substantially altered in terms of, among other things, the view of the golf course and mountains, privacy, and light entering the Rosenberg Property if Malek begins construction on the Golf Course Parcel. The extent of the impact will be affected by what type of construction, if any, takes place. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 3:

Describe the due diligence you performed prior to purchasing the Property.

ANSWER TO INTERROGATORY NO. 3: Objection, this interrogatory is ambiguous as to the definition of "due diligence." Without waiving said objection, Plaintiff did not purchase the Property as defined by number 3 of the General Definitions included on page 2 of Bank of America, N.A.'s First Set of Interrogatories to Plaintiff—594 Lairmont Place, Henderson, Nevada 89012.

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1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
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Therefore, Plaintiff did not specifically perform due diligence on the Property or the Golf Course Parcel as it did for the Rosenberg Property. Instead, with respect to the Property, Plaintiff reviewed the documents provided by Defendants, documents recorded with the Clark County Recorder's Office, documents provided by the Association. Plaintiff also viewed the model outside BANA's agent's office and advertisements about the community that included lot lines consistent with the documents of record at the time. Plaintiff also discussed the community with BANA's agent and personally observed what appeared to be the lot lines of the Property, noting that the lot lines of the Property were consistent with the other lot lines along the golf course, especially on Lairmont. Prior to closing on the Rosenberg Property, Plaintiff had no indication that the Golf Course Parcel was being rezoned or sold to Malek.

INTERROGATORY NO. 4:

Describe what actions you took to inspect the Property prior to your purchase on or about May 15, 2014.

ANSWER TO INTERROGATORY NO. 4: Objection, this interrogatory is vague as to the definition of "action" and ambiguous as to the definition of "inspect." In addition, it is ambiguous to the extent it suggests Plaintiff purchased the Property as defined by number 3 of the General Definitions. Further, this interrogatory is ambiguous to the extent "the Property" as defined by number 3 of the General Definitions included on page 2 of Bank of America, N.A.'s First Set of Interrogatories to Plaintiff—594 Lairmont Place, Henderson, Nevada 89012—is intended to include the Golf Course Parcel.

Without waiving said objections, before purchasing the Rosenberg Property, Plaintiff did not hire an inspector to inspect the Property or the Golf Course Parcel as it did for the Rosenberg Property. Instead, with respect to the Property, Plaintiff reviewed the documents provided by Defendants, documents recorded with the Clark County Recorder's Office, and documents provided by the Association. Plaintiff also viewed the model outside BANA's agent's office and advertisements about the community that included lot lines consistent with the documents of record at the time. Plaintiff also discussed the community with BANA's agent and personally observed what appeared to be the lot lines of the Property, noting that the lot lines of the

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
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Property were consistent with the other lot lines along the golf course, especially on Lairmont. Prior to closing on the Rosenberg Property, Plaintiff had no indication that the Golf Course Parcel was being rezoned or sold to Malek.

INTERROGATORY NO. 5:

Describe any conversations you had with your agents Siobhan McGill and/or Kathryn Bovard related to the lot lines of Malek's property prior to your purchase on or about May 15, 2014.

ANSWER TO INTERROGATORY NO. 5: Objection, this interrogatory is compound. It is also vague and ambiguous as to the definition of "Malek's property." Without waiving said objections, because Plaintiff had no indication that the lot lines of Malek Lot 1, Malek Lot 2, or the Golf Course Parcel were anything other than those represented in documents/advertisements provided by BANA's agent and the public records at the time, Plaintiff did not have any conversations before May 15, 2014 with Siobhan McGill or Kathryn Bovard specifically discussing the lot lines of Malek Lot 1, Malek Lot 2, or the Golf Course Parcel.

INTERROGATORY NO. 6:

Describe any damages you allegedly sustained a result of any conduct you attribute to Bank of America, including the amount of the damages, the theory that supports your claim for damages, and all facts and documents that support your claim.

ANSWER TO INTERROGATORY NO. 6: Objection, this interrogatory is overbroad and unduly burdensome in that it requests documents and facts that are outside of Plaintiff's knowledge, possession or control. In addition, this interrogatory is premature in that damages will vary depending on what, if anything, is built on the Golf Course Parcel. Plaintiff objects to this interrogatory to the extent it is requesting documents protected by the attorney-client and work product privileges. Without waiving said objections, Plaintiff's damages currently include attorney's fees and costs that continue to accrue.

Plaintiff purchased the Rosenberg Property based on its unique characteristics including, but not limited to, its location in a Henderson golf course community, its proximity to the 9th hole of the golf course, the gated community and street, the proximity to the driving range, the

HOWARD KIM & ASSOCIATES
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view of the golf course and mountains from the kitchen, dining room and master bedroom, the privacy created by the lack of residential building lots to the rear of the property, the size and style of the home, the flow of the natural landscaping and the results of the community architectural and design guidelines. Had BANA disclosed the sale of the Golf Course Parcel to Malek or the rezoning of the Golf Course Parcel, Plaintiff would not have purchased the Rosenberg Property. Plaintiff was required to file this litigation as a direct result of BANA's and its agents' omission and affirmative representation that no other conditions or aspects of the Rosenberg Property which materially affect its value or use in an adverse manner exist.

If Malek builds on the Golf Course Parcel, Plaintiff's damages will also include the replacement value of the Rosenberg Property. Discovery is ongoing. Plaintiff reserves the right to supplement this response.

INTERROGATORY NO. 7:

Describe how the "view at the SUBJECT PROPERTY will be substantially altered" if Malek begins construction according to Malek's plans, as alleged in paragraph 61 of the complaint.

ANSWER TO INTERROGATORY NO. 7: Objection, this interrogatory is vague and ambiguous where the statement is taken out of context. This interrogatory is also premature because, although defendant Malek has admitted his intention to build on the Golf Course Parcel, Malek has not disclosed specific construction plans. Without waiving said objections, Plaintiff's use, enjoyment, and value of the Rosenberg Property will be substantially altered in terms of, among other things, the view of the golf course and mountains, privacy, and light entering the Rosenberg Property if Malek begins construction on the Golf Course Parcel. The extent of the impact will be affected by what type of construction, if any, takes place.

Discovery is ongoing. Plaintiff reserves the right to supplement this response.

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HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

INTERROGATORY NO. 8:

If you responded to any of the Requests for Admission contained in Bank of America, N.A.'s Requests for Admission with anything other than an unqualified admission, describe all facts and documents that support your denial(s) and/or qualified admission(s).

ANSWER TO INTERROGATORY NO. 8: Objection, this interrogatory is compound. It is also overly broad and unduly burdensome in that it requests information outside of the knowledge, possession or control of Plaintiff. Without waiving said objections, Plaintiff states that, where appropriate, Plaintiff explained the reasons for its qualified responses and denials in its response to the requests for admission and the facts and documents supporting the qualified admission or denials.

DATED this 25TH day of June, 2014.

HOWARD KIM & ASSOCIATES

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
Jacqueline A. Gilbert, Esq.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com
1055 Whitney Ranch Drive, Suite 110
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

VERIFICATION

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Barbara Rosenberg, being first duly sworn, deposes and says that I am a trustee of The Fredric and Barbara Rosenberg Living Trust, the Plaintiff herein, that I have read the entirety of the foregoing Responses to Interrogatories and know the contents thereof, that the same is true of

my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

Barbara Rosenberg

Barbara Rosenberg

SUBSCRIBED AND SWORN to before me this 25th day of JUNE, 2014.

CHRISTOPHER JOHN KISLIG
Commission # 1931125
Notary Public - California
Los Angeles County
My Comm. Expires Apr 1, 2015

COMMISSION EXPIRES 4/1/2015

NOTARY PUBLIC

CHRISTOPHER JOHN KISLIG, NOTARY PUBLIC

HOWARD KIM & ASSOCIATES
1055 WHITNEY RANCH DRIVE, SUITE 110
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

A P P E A R A N C E S

FOR THE PLAINTIFF:

MS. KAREN L. HANKS
Howard Kim & Associates
1055 Whitney Ranch Drive
Suite 110
Henderson, Nevada 89014
(702) 485-3300
(702) 485-3301 (Fax)
karen@hkimlaw.com

FOR THE DEFENDANT BANK OF AMERICA, N.A. AND THE DEPONENT:

MR. DARREN T. BRENNER
Akerman, LLP
1160 Town Center Drive
Suite 330
Las Vegas, Nevada 89144
(702) 634-5000
(702) 380-8572 (Fax)
darren.brenner@akerman.com

FOR THE DEFENDANT SHANE MALEK:

MR. JAY DeVOY (Via telephone.)
The Firm, P.C.
200 East Charleston Boulevard
Las Vegas, Nevada 89104
(702) 850-3734
jay@thefirm-lv.com

FOR THE DEFENDANTS MICHAEL DOIRON AND MACDONALD HIGHLANDS REALTY, LLC:

MR. IAN McGINN (Via telephone.)
Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway
Number 1700
Las Vegas, Nevada 89169
(702) 385-6000
(702) 385-6001 (Fax)
i.mcginn@kempjones.com

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EXHIBITS

EXHIBIT NO.	DESCRIPTION	PAGE
Exhibit 1	"Third Amended Notice of Deposition of NRCP 30(b)(6) Witness for Bank of America, N.A. and BAC Homes Loan Servicing, LP"	6
Exhibit 2	"Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement (ER)"	25
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Exhibit 5	"Informational Meeting for City of Henderson Application Numbers CPA-2012500313, ZCA-2012500314, DRA-2012500316"	50
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Exhibit 9	"City of Henderson Zoning Ordinance No. 2986 ZCA-06-60018-A-15 - MacDonald Highlands - Gold Hole 9"	61
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P R O C E E D I N G S

JESSICA WOODBRIDGE,

having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. HANKS:

Q Please state your name for the record.

A Jessica Woodbridge.

Q And Ms. Woodbridge, are you employed by Bank of America?

A Yes.

Q Okay. And what is your position with Bank of America?

A I'm an assistant vice president mortgage resolution associate.

Q And where is your office located?

A It's in Plano, Texas.

(Exhibit 1 marked.)

Q (BY MS. HANKS) The court reporter has handed you what's been marked as Exhibit 1. Have you had an opportunity to look through this? This is the Third Amended Notice of Deposition of NRCP 30(b)(6) witness for Bank of America, N.A. and BAC Home Loan Servicing, LP.

Have you had a chance to look through this notice and the subject areas listed here?

A Yes.

590 Lairmont Place?

A I --

MR. BRENNER: Same objection.

A I'm -- I can't think of any other place at this time.

Q (BY MS. HANKS) The notes that are contained within the AS400, can they be printed off?

A It's -- the -- there are screenshots only. They're not a means to print.

Q Okay. So you can always do a print of the screenshot that you're looking at?

A Yes.

Q Did the servicing file that you looked at in the AS400 have any communications regarding the sale of 590 Lairmont Place after the bank acquired it through the foreclosure sale?

MR. BRENNER: You mean the sale to the Rosenbergs?

MS. HANKS: No. I mean after they acquired it in October 2011 from --

MR. BRENNER: Hold on one second. Counsel, there's -- I sent you one more file to the --

MS. HANKS: Okay.

MR. BRENNER: One more e-mail. Thank you.

Q (BY MS. HANKS) So let me back up.

Are there any -- were there any -- because I understand you said that the servicing file contains communications with the borrower -- the original borrower for the property. Were there any communications within the servicing file for -- related to 590 Lairmont Place after the bank acquired it from the foreclosure sale?

A Yes.

Q Okay. And what did those communications entail?

MR. BRENNER: I just want to remind the witness that you can't disclose confidential borrower information, balances, loan amounts, communications about the debt, but you can go -- you can just talk about other things that wouldn't be confidential.

Q (BY MS. HANKS) Yeah, I'm not concerned about those. I'm more looking for after October 24th, 2011, what communications were contained within the AS400 servicing file with respect to 590 Lairmont?

A I believe that there were several -- I believe there were phone calls made from interested parties looking to purchase the property.

Q And is there -- were there particular employees making notes into the servicing file for this particular property, 590 Lairmont?

A Yes.

Q What were those employees' names?

A I -- I don't know them.

Q You don't know them, or you don't know the names?

A I don't know the names.

Q Does the AS400 identify the names of the employees who are making the entries?

A I'm not sure if they would show their names, but they would show their user ID.

Q So in order to figure out who made the particular notation, you would have to go somewhere within Bank of America, look up the user ID and then know who made the entry?

A Yes.

Q Did you do that with this -- in preparation for today's deposition?

A No.

Q Did you notice multiple employee IDs? In other words, were there multiple people working within this file making notes into AS400?

A I didn't look at that.

Q How many appraisals did you review in the REO file? I think you mentioned there were appraisals. How many were there?

A I only saw one after we acquired the loan.

Q And what was that appraisal amount for?

A I believe it was for 2.4 million.

been requested from the broker?

A I mean -- sorry. I'm confused about what -- when -- or what you're -- when you're asking about, the indemnification, what time period. Are you --

Q Well, I'm assuming it would be any time after this lawsuit was filed. I was just curious because you said you didn't know; so I wanted to confirm that it was safe to assume that because you don't know, you didn't review anything within the file that indicated a letter was sent from the broker to Bank of America asking for indemnification based on what's being alleged in this lawsuit?

A I didn't look at anything from the lawsuit time period -- you know, from -- that would have been dated from that time.

Q Okay.

A This was all -- I looked at things that were all concerning the time period from before; so that's why I don't know.

MS. HANKS: Let's mark that as 5.

And actually, can I see that back? Because I don't have my own copy; so I want to make sure I title it correctly.

(Exhibit 5 marked.)

Q (BY MS. HANKS) So the court reporter handed you

what's been marked as Exhibit 5. This is a document titled "Informational Meeting for City of Henderson Application Numbers CPA-2012500313, ZCA-2012500314, DRA-201250036" -- sorry -- "316."

MS. HANKS: And, gentlemen, just for your edification, it's a Plaintiff's document marked PLTF1771.

Q (BY MS. HANKS) So this looks like it's an informational meeting notice that took place on Monday, October 22nd, 2012 regarding Planning Area 10, Lot 2 boundary modification. Take a look at that.

MR. BRENNER: Here.

MS. HANKS: Thank you.

Q (BY MS. HANKS) Did you see anything within your review of the documents and your discussions with Mary that Bank of America received this document?

A I did not.

Q Okay. Do you know if -- did you review anything within the file that you reviewed or even discussions with Mary whether Bank of America, regardless of not having received this document, knew about this meeting that took place on October 22nd, 2012?

A I am not sure I asked about a specific meeting with her, but she had no knowledge of it altogether, of the zoning change.

procedure, but if they couldn't identify it and there wasn't any action that needed to be taken, then, I mean, that would be the end of the -- the document. I mean --

Q Okay. So just so I understand you then, your understanding of Bank of America's policy is if they can't immediately identify a document and its relation to a particular property, if the document doesn't have any action that's necessary, meaning any response or action on behalf of Bank of America that's necess- -- necessary, Bank of America doesn't seem to do anything further with the particular document; is that -- am I understanding that correctly?

A That's my general under- -- yes.

Q But if the document did require some type of response from Bank of America, then that might be where Bank of America starts to do a little bit more in-depth inquiry to make sure they know where this document needs to go, what property it needs to go with? Is that a fair assessment?

A I believe so, yes.

Q Now, based on your review of this document, would this be a document that Bank of America would believe a response was required from it or not required from it?

A Well, there wasn't any direct action required of them on the document itself. And again, it doesn't

identify the property address or what -- or the name of the homeowner or the loan number on this document; so it would be extremely difficult to locate, to figure out what this concerned.

Q And I'm sure documents get sent to various addresses for Bank of America. How does -- how do documents, when they are related to a particular property, let's say they get sent where Mary is not located or whoever that person working on that file is not located. How do the documents get to the people all across the country?

A We have a corr- -- it's CIWI. It's Correspondents Interface -- Correspondents Imaging Workflow Interface. It's a -- we would scan the documents and then we have a team whose job it is to identify the documents -- to identify the loans or -- that they belong to and then to direct the correspondence to the proper departments or individuals.

Q And so if a document came on this file, the 590 Lairmont Place where Mary Rumfield was working on it, she would get a notification from that team that a document was received and then she would review it and then take whatever the necessary action was required?

A They would -- specifically they would put it in the loan file and then notify her that there was a document

that needed action.

Q And that she could then go to the loan file, look at it and do whatever she needed to do with the document?

A Yes.

Q Is there a -- for documents that can't be matched up by that team to a particular loan file, is there a section or a file folder where they keep all those documents?

A I don't know.

Q So just so I can make sure I have an understanding, you cannot say definitively that Bank of America did not receive this information of any document? You just only know if it was received, there wasn't sufficient information to connect it to 590 Lairmont, so it wasn't put in that particular file?

MR. BRENNER: Foundation.

A Yes.

Q (BY MS. HANKS) Okay. I'm sorry if I asked this. I understand that there was no evidence in the -- the file that you reviewed for 590 Lairmont Place that this informational meeting document was received by Bank of America, but did you see any communications from Michael Doiron or MacDonald Highlands Realty about the informational meeting?

A I did not.

MS. HANKS: Did you want to take a break? It's 9:30. I'm not sure --

MR. BRENNER: I don't care. I think --

THE WITNESS: Yes.

(Break taken from 9:33 a.m. to 9:40 a.m.)

(Exhibit 6 marked.)

MS. HANKS: We're going to BANA 752 and --

MR. BRENNER: Back to the main packet?

MS. HANKS: This would be the second e-mail. This goes with that informational meeting. It's the Affidavit of Compliance Neighborhood Meeting Notification.

MR. BRENNER: For some reason, I don't have that. But I'll work with the witness. Are you sure it was attached to an e-mail?

MS. HANKS: Yeah, because you -- you gave it to me because I didn't have it.

MR. BRENNER: Okay. Maybe I gave you my copy. But anyway, I'll look with the witness.

Q (BY MS. HANKS) So this is Exhibit 6, and this is a document entitled "Affidavit of Compliance Neighborhood Meeting Notification" and it has a Bates stamp of BANA00752; do you see that?

A Yes.

Q Okay. It looks like unfortunately, I'm not sure -- yes. So it looks like -- if you take from this

document, it looks like the neighborhood meeting date, 10/22/2012; do you see that?

A Yes.

Q Okay. So it looks like she's referencing the informational meeting, Exhibit 5, that we just previously discussed; is that right? That -- that notice, that document of that informational meeting?

A That's what it looks like, yes.

Q And it looks like she signed an affidavit -- this is Barbara Baird -- that she mailed the notice of that meeting on 10/13/2012; is that correct? Is that what -- this is what this document purports to be saying?

A Yes.

Q Okay. And it looks like attached to that document, although it's not Bates stamped, is a list of notices that were sent; do you see that?

A Yes.

Q Okay. And it looks like if you go down the list, that Bank of America is on there twice. One it went to 400 National Way in Simi Valley, California; do you see that?

A Yes.

Q And another one it went to 400 Countrywide Way in Simi Valley, California; is that right?

A Yes.

Q Okay. Do you know if in or around October of

2012 those were valid addresses for Bank of America?

A I believe so, yes.

Q Did you see any communications within the file from anyone at Bank of America that may have called anyone or inquired of anyone at DragonRidge Country Club regarding this informational meeting?

A I did not.

Q Now, we talked about communications regarding zoning changes. Did you see anything in the files or in your discussions with Mary about communications with MacDonald Highlands Realty regarding boundary line changes for the property adjacent to 590 Lairmont Place?

A I did not.

Q I know that Bank of America or you were able to -- unable to confirm whether Bank of America received notice of this informational meeting, but was there anything contained in the file you reviewed or discussions with Mary about the applications that are referenced in this notice being submitted to the City of Henderson? Did you see anything like that within the Bank of America file?

A I did not.

Q And would that also be true with respect to REO Management? In other words, if REO Management had received or had discussions with MacDonald Highlands Realty regarding the zoning changes or boundary line changes,

would any of that information known by REO Management be communicated to Bank of America?

MR. BRENNER: Form and foundation.

A I don't know.

Q (BY MS. HANKS) But fair to state you didn't see any of those communications from REO Management regarding any boundary line changes or zoning changes for any property adjacent to 590 Lairmont Place, correct?

A That's correct.

Q Okay. Let's mark this as 7.

(Exhibit 7 marked.)

Q (BY MS. HANKS) The court reporter is handing you what's been marked as Exhibit 7.

MS. HANKS: Gentlemen, we're moving on to the Comprehensive Plan Amendment Application Forms. They're PLTF6389 through 6392.

Q (BY MS. HANKS) Now, these -- I'll represent to you these are the Comprehensive Plan Amendment Forms that were submitted to the City of Henderson in order to change the boundary lines for the golf parcel and adding it to Mr. Malek's Lot 2, which is 594 Lairmont Place.

In your review of the file for Bank of America, did you see any notation or comment regarding these documents?

A I did not.

DISTRICT COURT
CLARK COUNTY, NEVADA

THE FREDERIC AND BARBARA ROSENBERG LIVING TRUST, Plaintiff,	*	Case No. A-13-689113-C
VS.	*	Dept. No. 1
BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SAHAHIN SHANE MALEK, an individual; PAUL BYKOWSKI, an individual; THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION, a Nevada limited company; THE FOOTHILLS PARTNERS, a Limited Partnerships; DOES 1 through X; and ROE CORPORATIONS 1 through X, inclusive, Defendants.	*	

REPORTER'S CERTIFICATE

ORAL AND TELEPHONIC DEPOSITION OF JESSICA WOODBRIDGE,

30(b)(6) witness for Bank of America, N.A. and

BAC Home Loans Servicing, LP

MARCH 18, 2015

I, KELLY HASSELL, RPR, CLR, CSR, in and for the State of Texas, hereby certify to the following:

That the witness, JESSICA WOODBRIDGE, was duly sworn by the officer and that the transcript of the oral deposition is a true record of the testimony given by the

203 of TRCP will be certified to after they have occurred.

Certified to by me this 25th day of March, 2015.

KELLY HASSELL, CSR No. 5729
Cert. Expires 12/31/15
Litigation Services and
Technologies of Nevada, LLC
3770 Howard Hughes Parkway
Suite 300
Las Vegas, Nevada 89169
(702) 314-7200
(702) 967-0030 (Fax)

Exhibit 1

Valbridge
PROPERTY ADVISORS

A REBUTTAL OF AN APPRAISAL ON

The Rosenberg Residence
590 Lairmont Place
Henderson, Clark County, Nevada 89012

Report Date: January 5, 2015

FOR
Akerman, LLP
Ms. Natalie Winslow
1160 Town Center Dr., Ste. 300
Las Vegas, NV 89144

Valbridge Property Advisors | Lubawy & Associates, Inc.

3034 S. Durango Drive, Suite 100
Las Vegas, Nevada 89117
702-242-9369
702-242-6391 fax

valbridge.com

Valbridge Job No.:
NV01-14-0297-001
BANA Lubawy 00136

Valbridge
PROPERTY ADVISORS
Lubawy & Associates, Inc.

3034 S. Durango Drive
Suite 100
Las Vegas, NV 89117
702-242-9369 phone
702-242-6391 fax
valbridge.com

January 5, 2015

Ms. Natalie Winslow
Akerman, LLP
1160 Town Center Dr., Ste. 300
Las Vegas, NV 89144

RE: A Rebuttal of the Real Estate Damages Analysis
of a Custom Single-Family Residence
Located at 590 Lairmont Place
Henderson, Clark County, Nevada, 89012

Dear Ms. Winslow:

As requested, I have prepared a rebuttal of the appraisal report for a damages analysis prepared by Mr. Craig Jiu of Brunson Jiu, LLC on the aforementioned property. The appraisal report was prepared as of November 25, 2014 and consists of 54 pages along with 11 pages of addenda. It is identified as Brunson-Jiu, LLC File #1410.1884. The effective date of analysis was May 15, 2013. The property that is the subject of this report is located at 590 Lairmont Place in Henderson, Clark County, Nevada, 89012. The report was prepared for Mses. Diana S. Cline, Esq. and Jacqueline A. Gilbert, Esq. with the Law Offices of Howard Kim & Associates.

The intended user of this rebuttal is Ms. Natalie Winslow with Akerman, LLP, Bank of America and the Courts and no others. The intended use is for litigation. The opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. I am not responsible for any unauthorized use of this report.

I developed my analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The rebuttal consists of a review of another appraiser quality of work and is intended to comply with USPAP Standard 3. As part of this assignment, I have developed an opinion as to whether the analyses are appropriate within the context of the requirements applicable to the work performed; developed an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to the work performed; and developed my reasons for any disagreement.

This letter by itself is not construed to be a complete rebuttal or review. It should be used in conjunction with the rest of the report that follows.

The acceptance of this rebuttal and the completion of the appraisal review report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

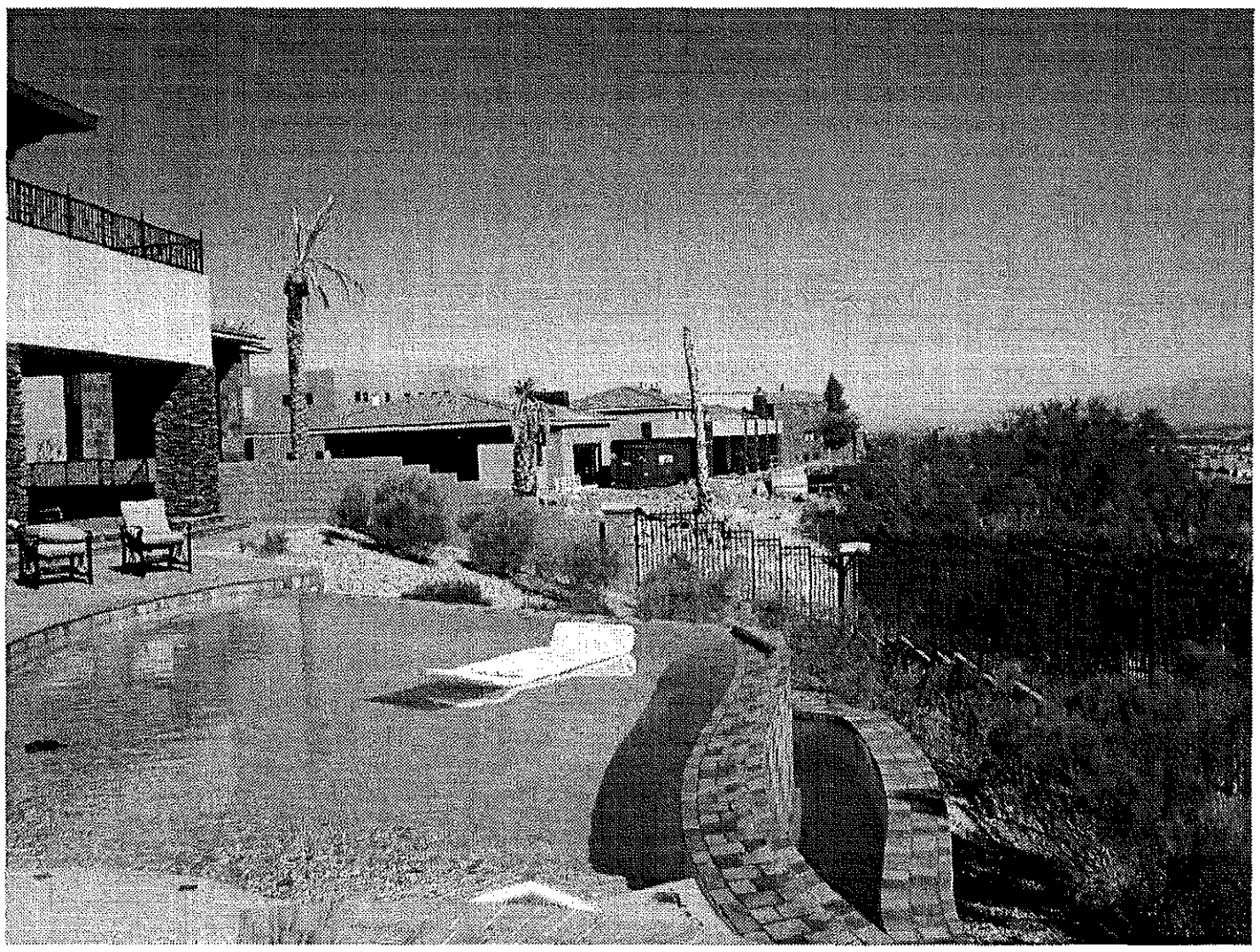
Extraordinary Assumptions:
There are no extraordinary assumptions used for this assignment.

Hypothetical Conditions:
There are no hypothetical conditions for this assignment.

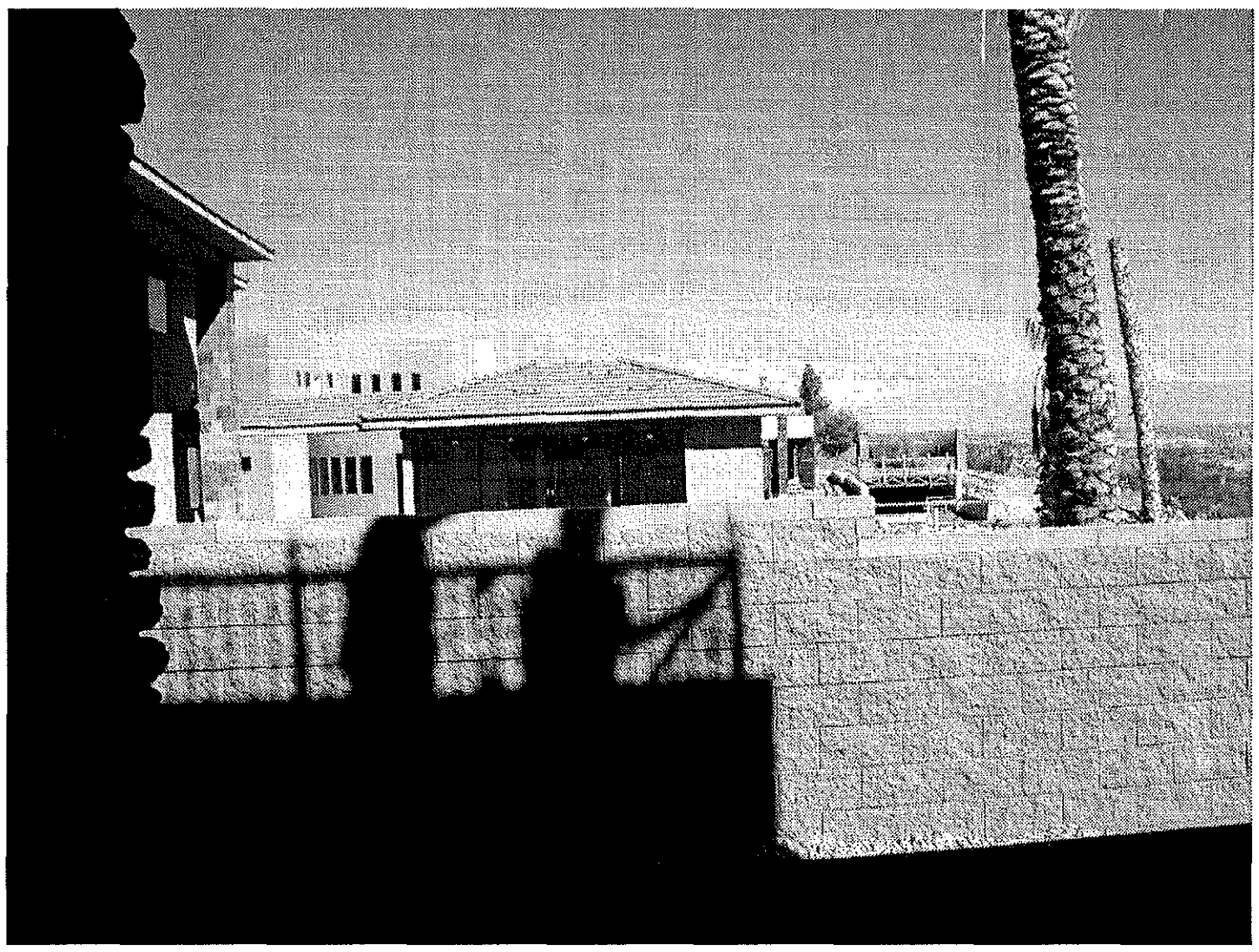
This letter of transmittal is not considered valid if separated from this report, and must be accompanied by all sections of this report as outlined in the Table of Contents, in order for the opinions included herein to be valid.

Respectfully submitted,
Valbridge Property Advisors
Lubawy and Associates, Inc.

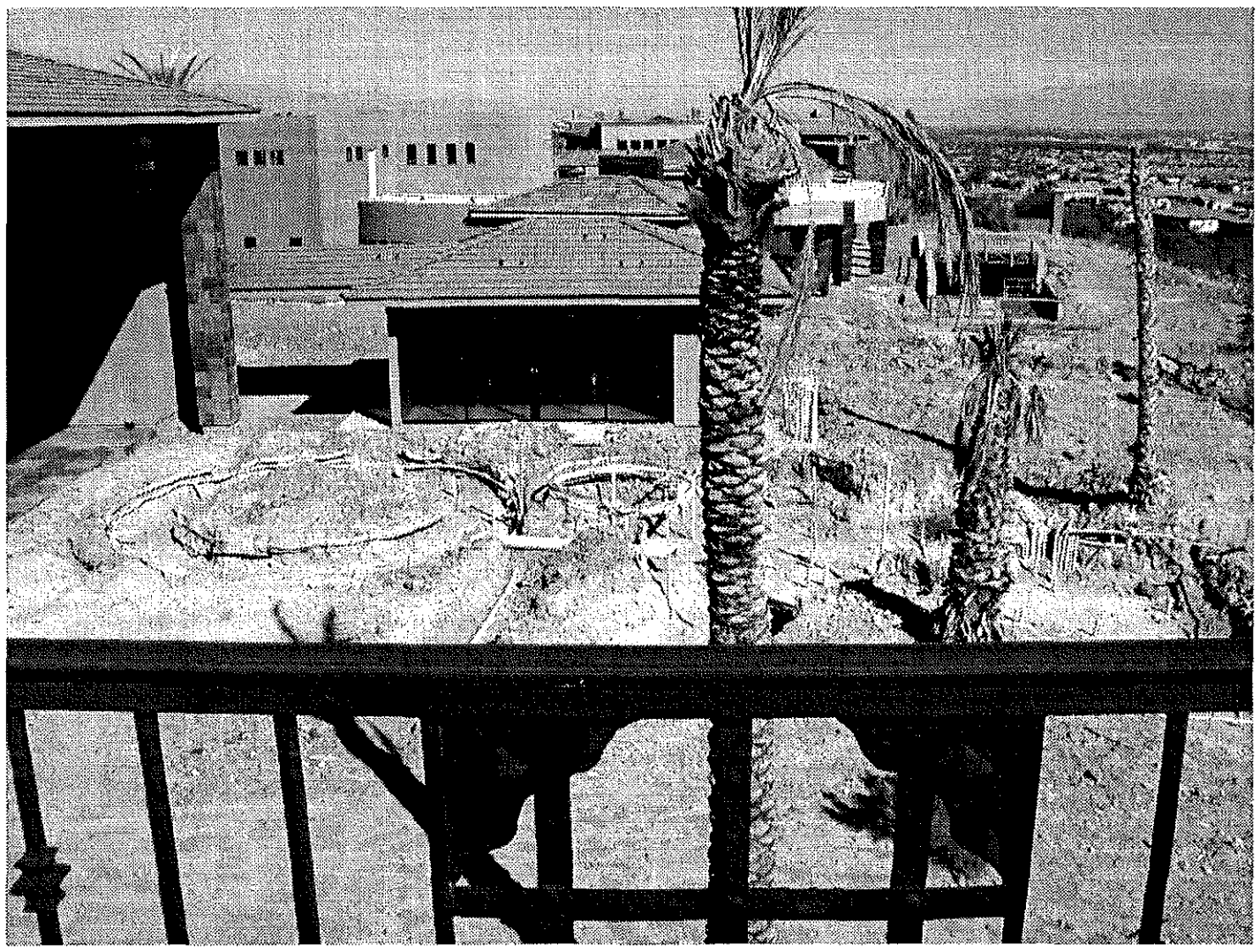
Matthew Lubawy, MAI, CVA, CMEA
Senior Managing Director
Nevada License #A.0000044-CG
License Expires April 30, 2015
mlubawy@valbridge.com



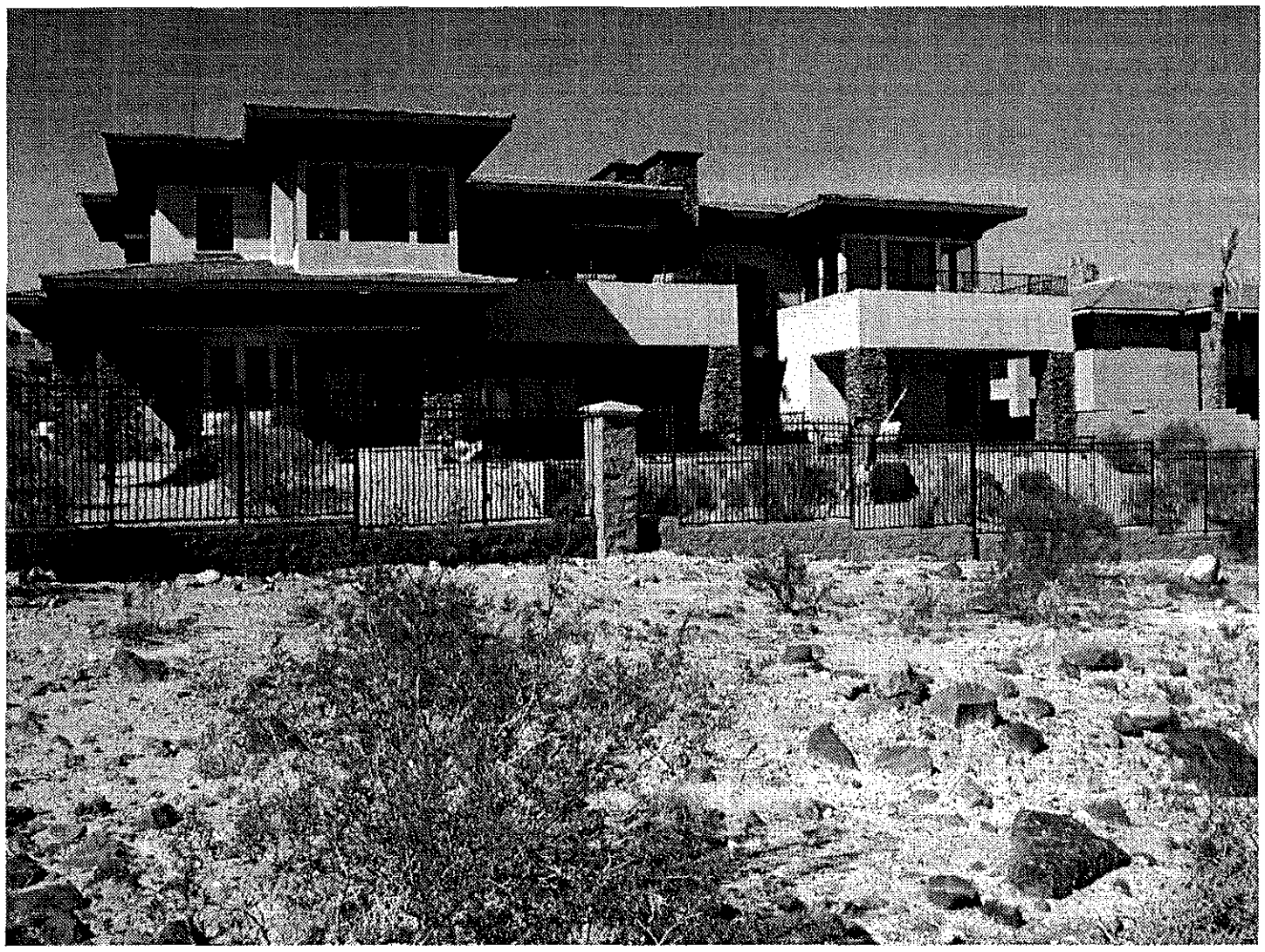
View of residences to the north (looking into backyards).



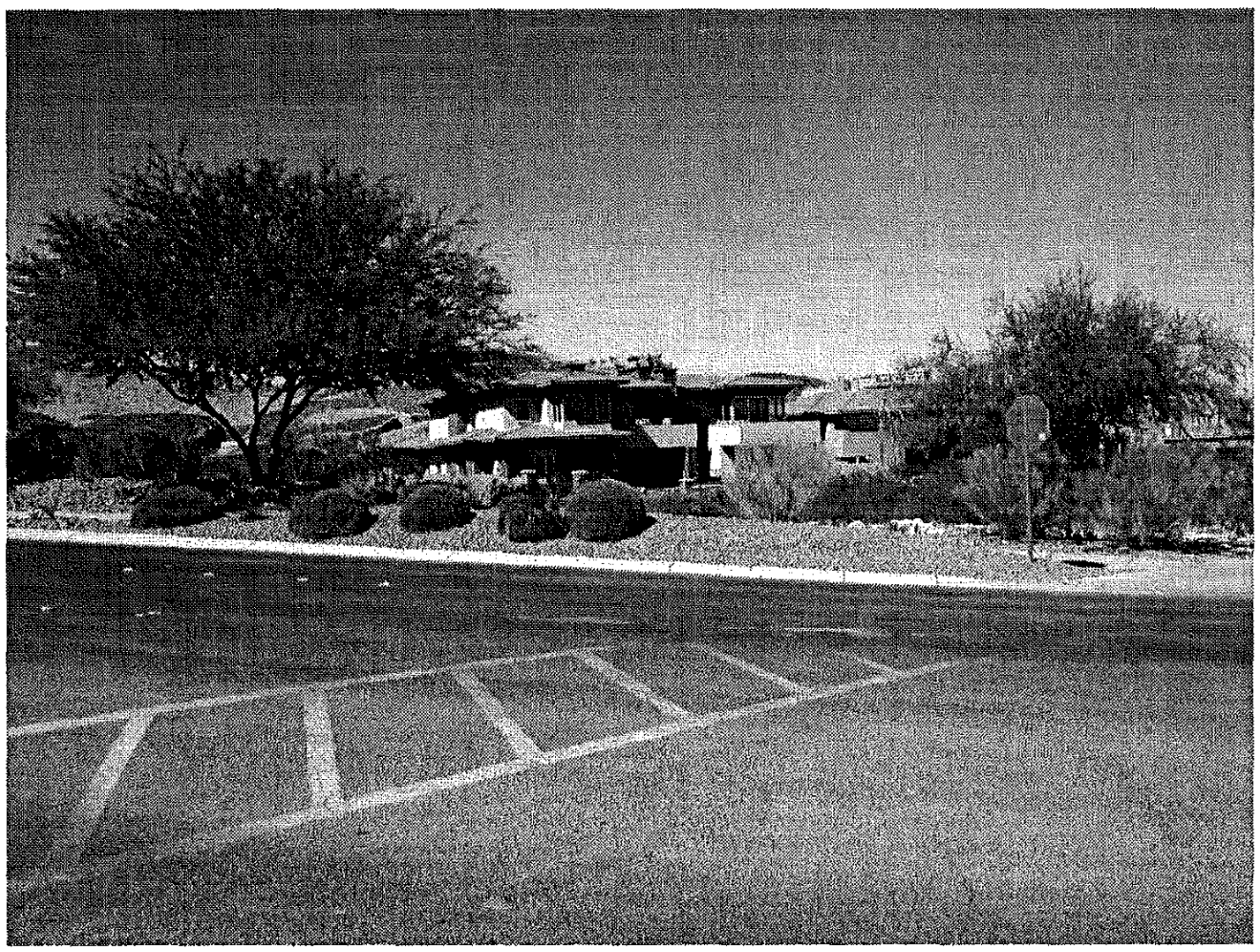
View of residence to the north (looking towards window of the residence).



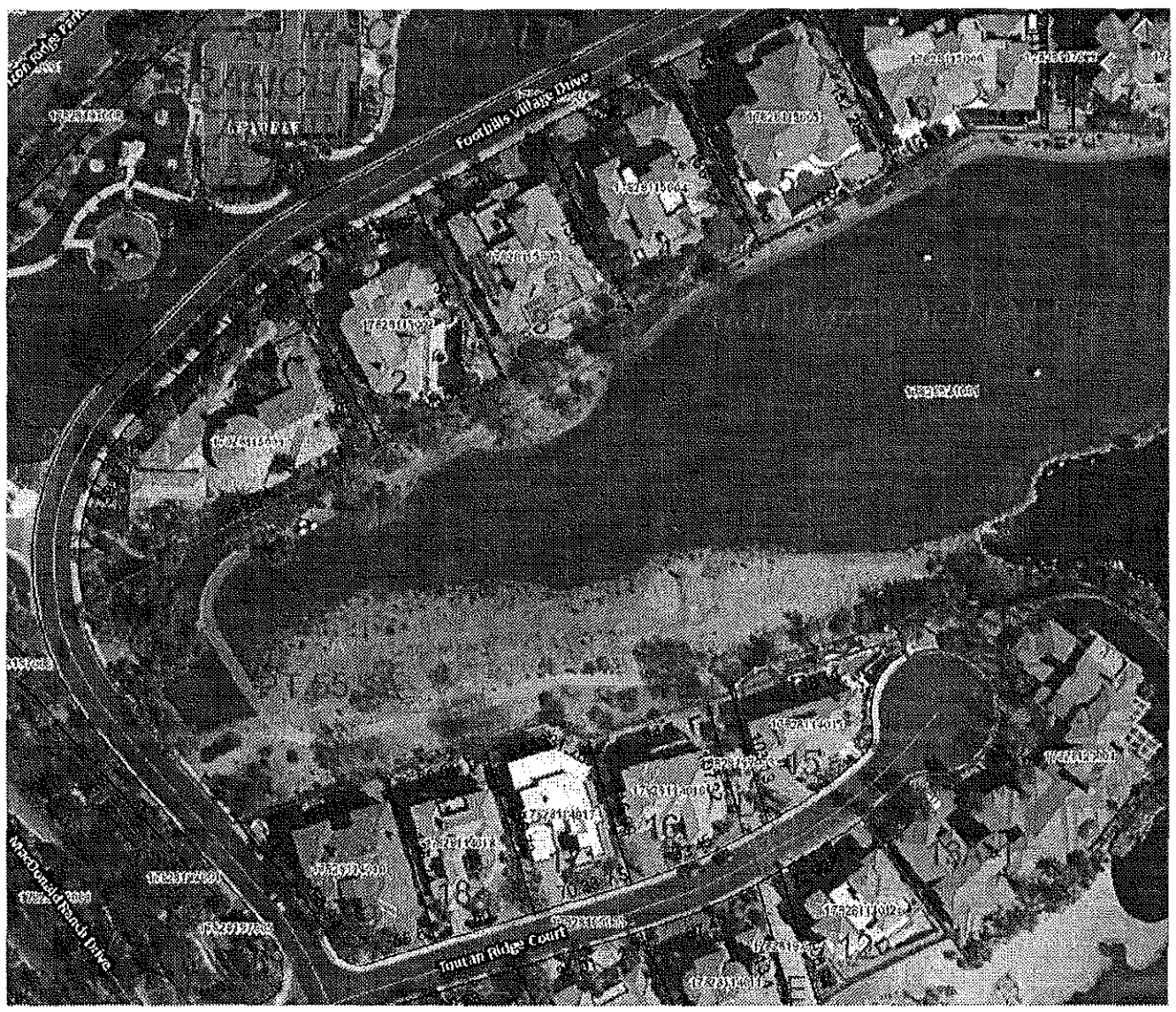
View of residence to the north (from the balcony).



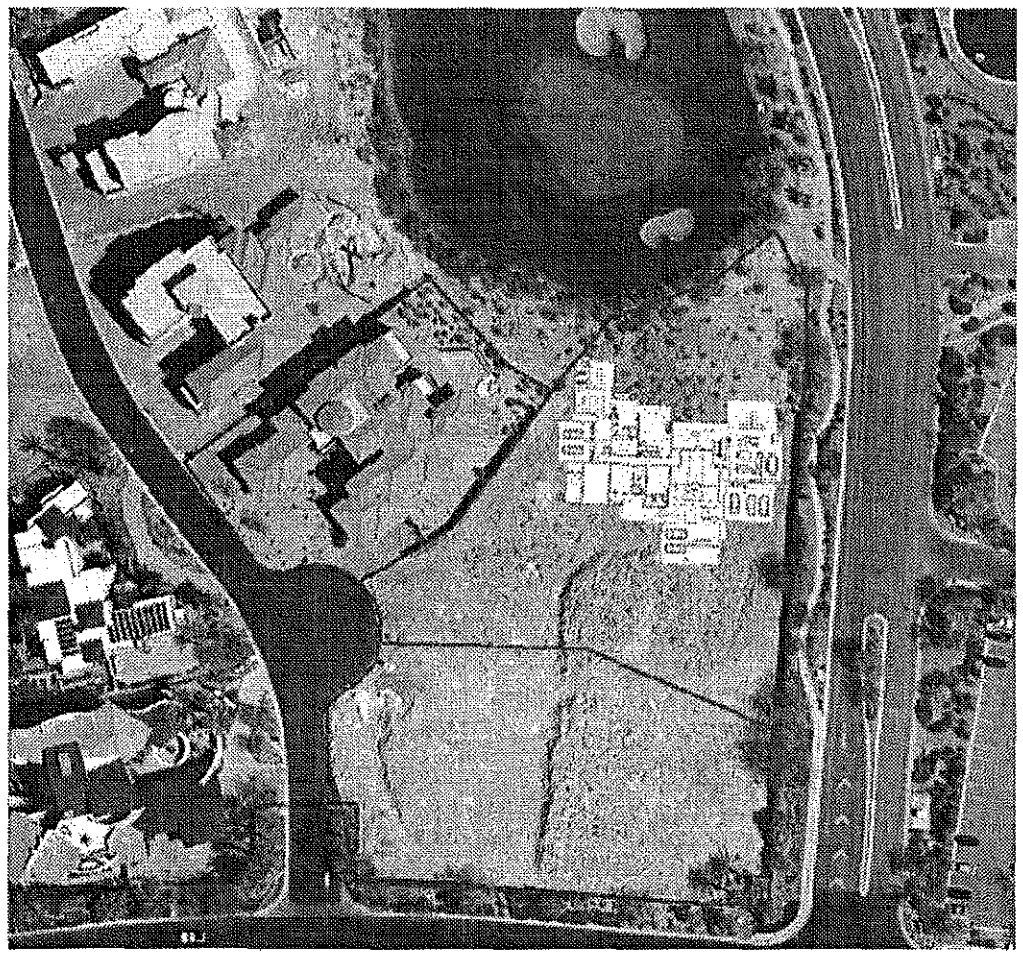
View of the subject property from the golf course.



View of residence from Stephanie Street..



View of cart path around the back of residences.



I would like to point out that even though the residence extends closer to the rear lot line, it still does not adversely affect the market value of the subject property. It would be different if the residence had a living room, family room, or some other portion of the house with windows or living area situated in a manner where the living area of the subject property is visible. That is not the case here.

Since all of the survey information was not included in the report, it is difficult to know what else the respondents were given to make their decisions. It is possible that some of the respondents thought that the living areas of both residences were visible to each other. This certainly would have affected the results of the survey. Furthermore, other data was not presented in the survey indicating what views, if any would be diminished because of the lot extension. If the respondents felt that part of the golf course views would be diminished, this would have resulted in more respondents thinking that the subject property's marketability and value is adversely affected. If the survey participants were able to view the subject property and adjoining property, the results of the survey would most likely have been different. Additional information provided to the real estate agents would be important for them to have to make a completely informed decision. For example, if they would have known that the additional land area that was extended currently exists as desert with sand, rocks, and desert vegetation, and that the current view from the subject looks over these areas and the parking lot across from Stephanie Street, as well as some minor mountain views, then that would have been useful information for them to have. This land area that consists of sand, rocks, and desert vegetation will most likely be replaced with residential site improvements such as hardscaping and landscaping. A portion of the residential structure will also be visible, but as mentioned earlier, these improvements do not consist of visible living areas. Furthermore, most houses along the subject golf course and other golf courses are visible from the rear yards of adjoining or nearby lots. The change in view from desert land to an improved lot with hardscaping, landscaping, and the rear part of a residential structure is inconsequential and insignificant.

The following aerial photos show other residences along golf courses where a residential structure extends out past the adjoining lot.

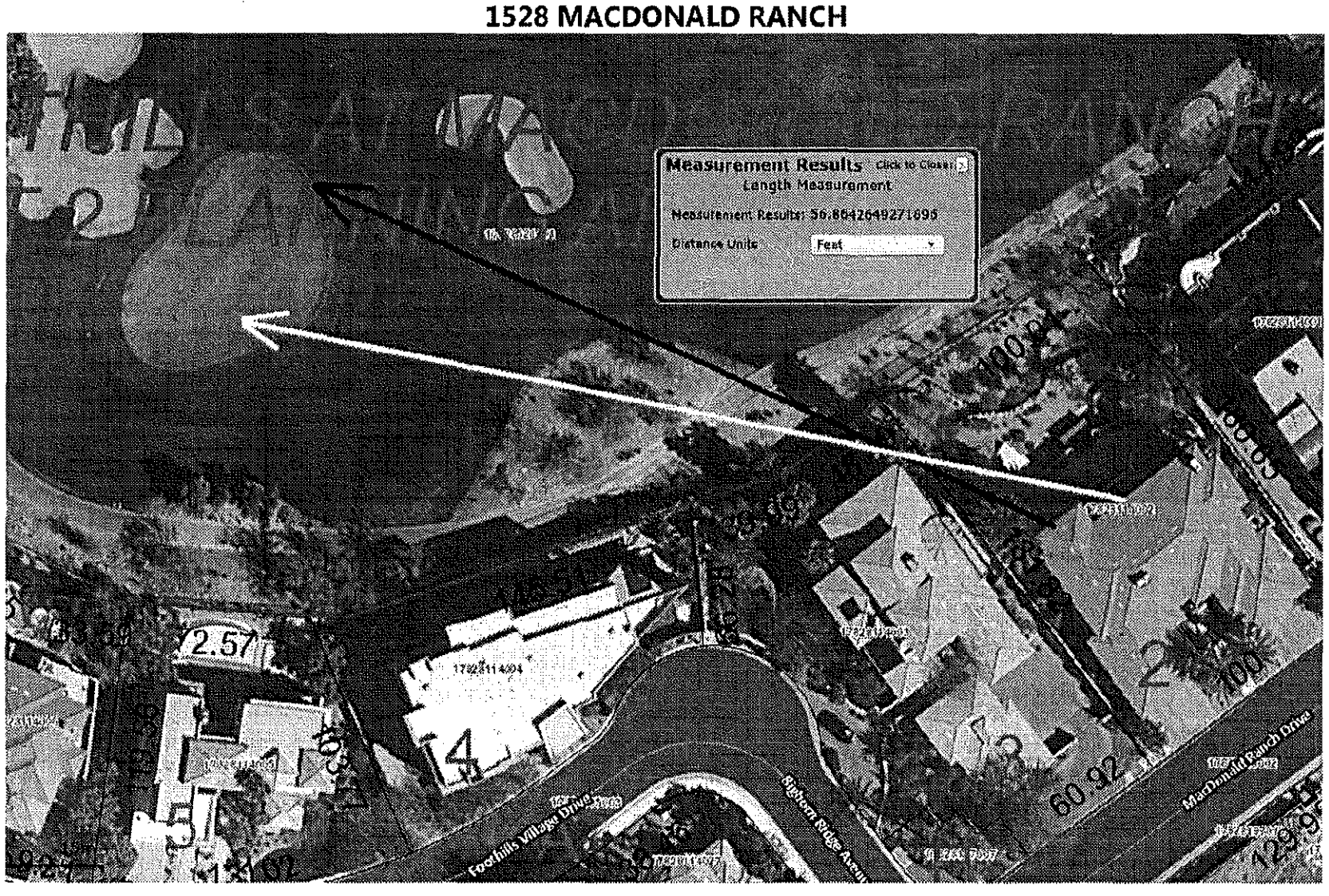
1472 MACDONALD RANCH

This aerial photo shows a property along the DragonRidge golf course where the adjoining property extends out approximately 59 feet from the adjoining residence. A portion of the views looking north would be blocked.

1496 MACDONALD RANCH

The property on the left extends out approximately 42 feet from the property to the right. A portion of the left side of the green is partially obstructed from the house on the right.

1528 MACDONALD RANCH



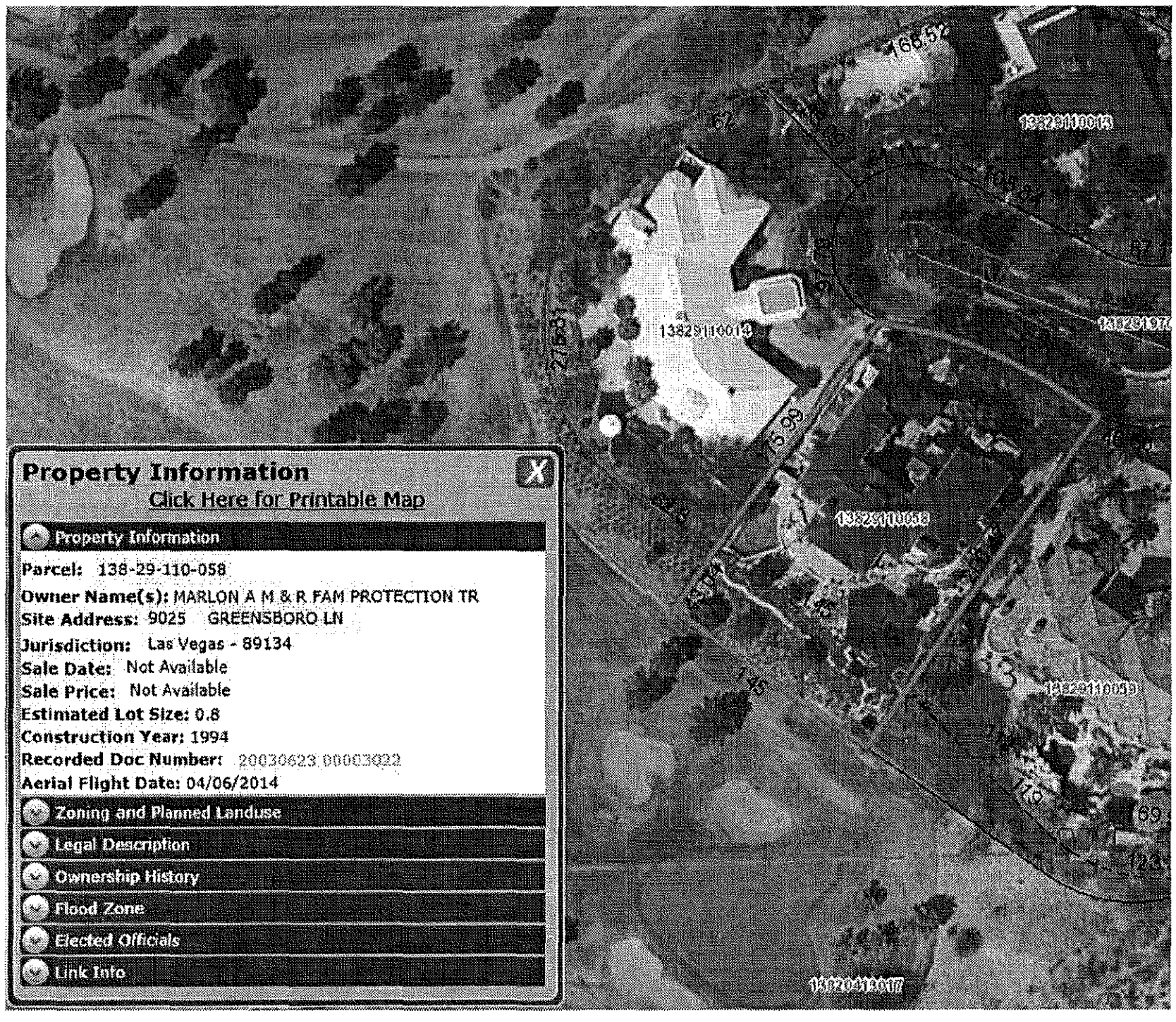
The house to the left extends out approximately 57 feet from the house to the right. The house to the right has part of the views from the green being blocked depending on where you are looking from within the residence.

As can be seen by the preceding photos, having part of a view along a golf course is somewhat common. In all of these cases, parts of the golf course are partially blocked whereas that is not the case with the subject property where none of the golf course views are blocked. Furthermore, the examples also illustrate that the residential structures adjoining the properties are visible as the houses extend past the adjoining lot.

As mentioned, the survey did not present all facts necessary for the survey respondents to provide an accurate opinion about the impact on the market value and marketability of the subject property from the adjoining owner extending the rear lot line, so the results of this survey should not be relied upon.

If the appraiser concluded that there were damages, then this opinion should have been further supported from market data. On the following pages, I have included data that shows other properties where the lots have been extended without any damage to the adjoining properties.

Below is an aerial photo of a property located at 9025 Greensboro Lane in the TPC Summerlin Golf Course community.



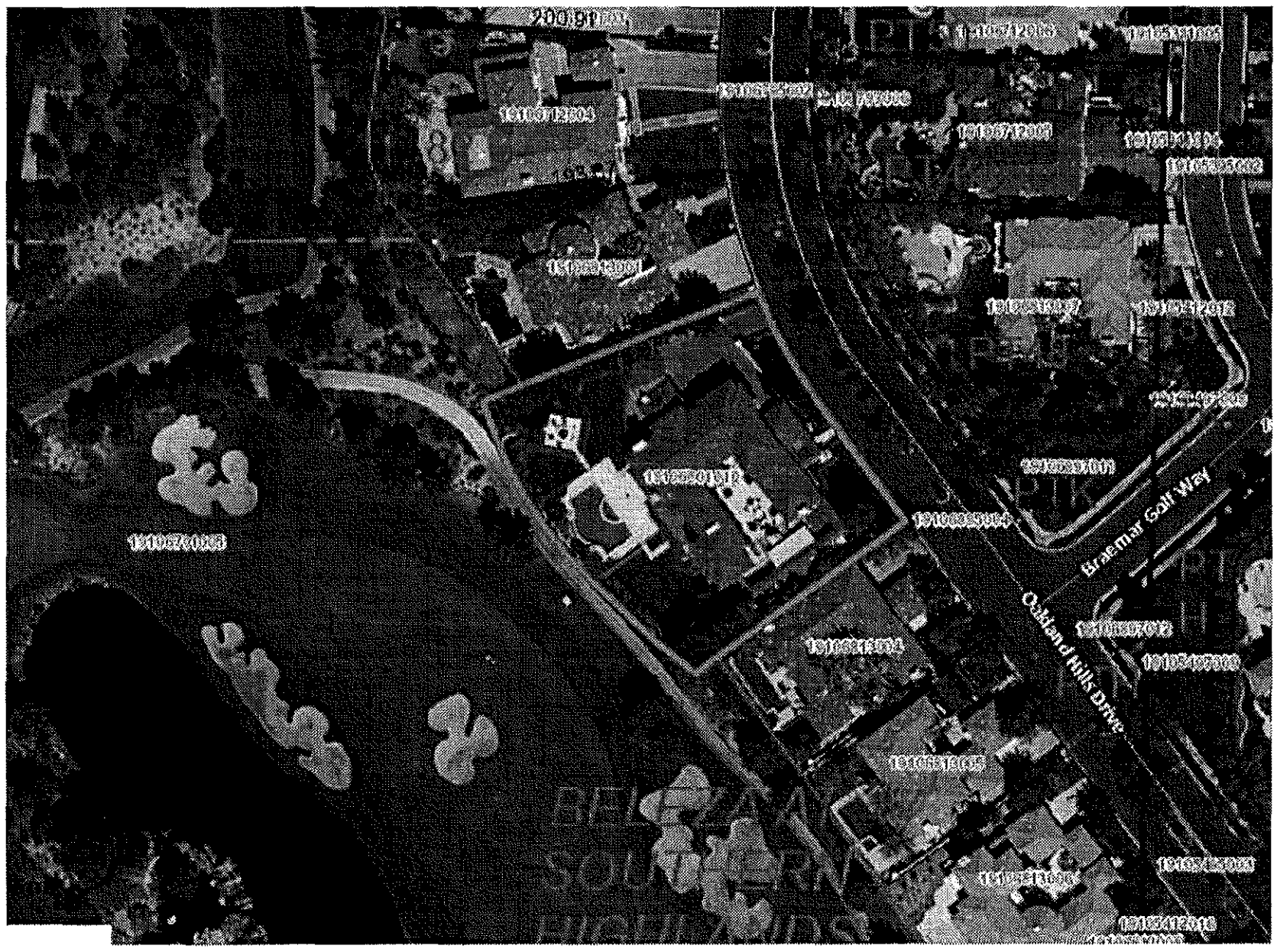
The highlighted property as well as the property to the east (APN:138-29-110-059) had their lots extended. The dashed red line shows the original lot lines. The entire lot has been outlined showing the extended lot line area. The extended lot line of the adjoining property is the black solid line.

These two lots were extended past their original lot line. Assessor parcel number 138-29-110-014 is owned by Carl Icahn, a very well known businessman. By extension of the lot lines, some of the golf course views from the back of his property are partially obscured. There is no evidence to show that there was any diminution in value because of the lots being extended.

Below is an aerial photo of a property located at 38 Olympia Hills Circle in Southern Highlands where the rear lot line was extended.

As shown above, the lot line was extended into common area. Mr. Doug Hensley was contacted to see if there were any adverse effects to the adjoining property owners as a result of the lot extension. To his knowledge, he did not think there was any adverse impact to the value of the adjoining lots.

Below is an aerial photo of the property located at 11917 Oakland Hills Drive in Southern Highlands.



As shown in the above aerial photo, the rear lot line was extended. This would have obstructed some of the views of the golf course from the adjoining residences (due to landscaping). According to Mr. Hensley with Olympia Group, the developer of Southern Highlands, he is not aware of any adverse effect on the adjoining property values.

Conclusion

To summarize my conclusion of the review of the report prepared by Mr. Craig Jiu, it is my opinion that the survey results do not support the claim of any damages to the property. There was not enough data provided to the survey respondents for them to form a truly informed opinion on the impact on the market value or the marketability of the property. The appraiser also chose to focus on the negative aspects of the survey while a significant number of respondents stated that the lot extension would have a beneficial impact on the market value and marketability of the property. Had all the data been provided to the respondents, it is very likely the majority of the respondents would have concluded to more positive responses completely invalidating the fact that the lot extension warrants compensation for alleged damages.

The data that I provided shows properties along golf course by nature are not "private" lots. Golfers as well as others can see into the backyards of houses that are located on a golf course. The data also shows examples of other properties along a golf course where single family structures partially obscure golf course views without any reported damages to adjoining property values. Finally, I also showed data of several golf course lots being extended without any diminution in property values to the adjoining property values. This is also supported through taxable values provided by the Assessor's office showing no discernible difference in taxable values.

Exhibit 2

Appraisal Review Report

590 Lairmont Place Henderson, NV 89012

Prepared For:

Kemp, Jones & Coulthard, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

January 13, 2015

Kemp, Jones & Coulthard, LLP.
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Re: Brunson-Jiu, LLC – Report - File #1410.1884

We have reviewed the above referenced report and related material and formed an opinion as to the conclusions stated within the report. It is our opinion that the report under review:

- Uses a controversial survey method to develop its findings and conclusions without the findings being validated by a recognized method
- includes statements of fact that are in error and not factual
- Exhibits bias in the survey and throughout the report under review
- The conclusions ignore market data and other evidence to the contrary of the findings in the report under review

While the use of a survey is acceptable in rare cases, the report under review fails to crosscheck the survey with accepted methods to guard against known pitfalls. The survey findings should have been invalidated with market data and common sense. This would have led the consultants to conclude that no damages were present.

Enclosed are a summary of our findings and conclusions relative to the key areas of the report under review, our reasons for disagreement and additional analysis and comments to support our findings and conclusions.

If I can be of any further service, please contact R. Scott Dugan Appraisal Company, Inc. at (702) 876-2000. I am,

Sincerely Yours,

R. Scott Dugan, Appraisal Company, Inc.
R. Scott Dugan, SRA
NV Certified General Appraiser # A.0000166-CG

The only logical answer, **it was the least desirable lot on Lairmont Place.** There is no other logical explanation. In 2004, the developer sold 49 lots. The valley real estate market was doing very well. Prices were moving up and there was adequate demand. The developer was experienced; therefore, the developer understood the market and knew how to price the land for the maximum return.

Original Lot Sales Along Lairmont Place					
Lot	Orig. Price	Date	Lot Size	$/SF	Views
1	$1,053,000	Jun-04	46,415	$22.69	No golf front
2	$1,048,000	Jun-04	42,088	$24.90	Golf front - Down Fairway. Oversize, City
3	**$748,000**	**Jun-04**	**28,711**	**$26.05**	**Golf Front - Across Fairway**
4	$848,000	Dec-04	29,596	$28.65	Golf Front - Across Fairway
5	$798,000	Jun-04	30,088	$26.52	Golf Front - Across Fairway
6	$798,000	Jun-04	26,791	$29.79	Golf Front - Across Fairway
7	$1,009,000	Jul-06	27,436	$36.78	Golf Front - Across Fairway & City
8	$1,140,000	Mar-07	26,504	$43.01	Golf Front - Across Fairway & City
9	$1,487,000	Jun-04	44,424	$33.47	Golf Front - Multi FW & City, Oversize
10	$1,150,000	Jan-07	22,459	$51.20	Golf Front - Across Fairway & City
11	$1,000,000	Mar-06	22,880	$43.71	Golf Front - Across Fairway & City
12	$898,000	Jun-04	28,675	$31.32	Golf Front - Across Fairway & City
13	$950,000	Jun-05	27,395	$34.68	Golf Front - Across Fairway & City
14	$1,189,000	Jul-06	25,166	$47.25	Golf Front - Across Fairway & City
15	$1,189,000	Jul-06	30,597	$38.86	Golf Front - Across Fairway & City
16	$1,235,000	Jan-06	33,399	$36.98	Golf Front - Across Fairway & City

If the subject was more desirable than other lots and or if the subject had a superior view amenity (clubhouse, mountains), that was not borrowed and was marketable to a buyer, why would the developer price the lot below the other lots (of similar size) on the same street?

According to the report under review, in the Scope of Work section on page 17, data on the subject subdivision was analyzed. If this is the case, why did the consultant not come to and report a similar finding? The sales data above is not opinion. It is fact. The subject property was the lowest priced property on Lairmont Place. It had golf course frontage, a fairway view and was larger than eight other lots.

studies that indicated price premiums of 21% to 27% for homes with golf course frontage. Again, the premium is for the golf course frontage (which the subject retains). This is in sharp contrast to the expert's conclusions of damages of 30% to 40% for a borrowed view.

Had the report under review employed any of the suggested methods (as recommended in the book Real Estate Damages) for establishing baselines values (including regression or paired sales), the methods would have evidenced the contributory value of the golf course frontage that remains with the subject property.

When contrasted to the survey results and other data, it would have been clear that the survey was flawed and the damages estimated and concluded in the report under review are 3 to 8 times the contributory value of the entire golf course view, for a "borrowed view" that is not guaranteed or protected under the law. How could this be?

One last note, the study cited concluded the value premium was for the golf course frontage and view of the golf course. There is no reference to the borrowed view across adjacent lots on a golf course. The articles above cited in the report under review are not case studies of the subject property or even case studies of situations like the subject (borrowed views).

These articles simply reinforce that which is widely known and accepted regarding properties in MacDonald Ranch and other communities. Properties with golf course frontage and city views, command a premium.

Page 44 – CASE STUDY #2 – Red Rock Country Club

Case study #2 is interesting information, but has no bearing on the subject property. In this case, the golf course operators want to generate income and reduce maintenance costs, so they are selling some of the excess land.

The statement in the report under review that the owners are being careful to avoid any view diminution is not supported here. They are apparently allowing pools and other amenities. This means there will be people on the new site areas and they will have a view of the adjacent sites, reducing the privacy.

In the work file provided to us was a copy of the purchase and sale agreement along with the attachments and exhibits. In our review, we did not find a reference in the purchase agreement to a document that limited on-site improvement to flatscape.

Regardless of what is stated, if the area can be used for pools or other flatscape improvements, people will occupy these areas. If people are in these areas, sight lines are changed and privacy reduced as these same people now have a different view angle on the adjacent properties, reducing privacy.

The report under review mentions the offering of this golf course land to the adjacent landowners back in the 2nd and 3rd quarters of 2013. Per the report under review, one year later, only 29 of the 810 owners are in contract to acquire some of the additional site area. It would seem that less than 4% of the eligible homeowners see any benefit in acquiring this land.

This is labeled as a "case study" but there is no data, findings or appraisal methods utilized here that develop or establishes a diminution of value for the subject property.

Page 45 - CASE STUDY #3: Survey of Real Estate Professionals

The report under review under review states:

> *"The survey was created with specific care given to providing an accurate, consistent, and neutral presentation of the facts and circumstances of this case."*

Details and summary of the survey:

- 7,329 emails were sent out
- 252 responses were received
    - 59 complete responses
    - 180 partial responses
    - 13 disqualified responses

Experience of Agents

- 47.25% had less than 5 high-end transactions
- 19.23% had no experience
- Over 66% of the respondents had little or no experience selling high-end golf course homes.

R. Scott Dugan, SRA

GENERAL APPRAISAL EXPERIENCE:

- Independent Real Estate Appraiser - September 1976 to Present
- Senior Real Estate Appraiser First Western Savings Association, Las Vegas, NV - 10/74 to 09/76
- Independent Real Estate Appraiser - 1969 to 1974

SPECIALIZED VALUATION EXPERIENCE:

Qualified Expert Witness: Real Estate and Appraisal Matters- District, Bankruptcy and Federal Courts
Forensic Review Expert: Reviews for litigation. Clients include major banks, attorneys and the FDIC.

TYPES OF PROPERTIES:

Residential, Condominium, Planned Unit Developments, Small Residential/Commercial Income, and Vacant Land. Specializing in luxury quality and high-end residential properties for over 30 years.

LICENSING:
Licensed in the State of Nevada, Certified General Appraiser-License #A.0000166-CG

PROFESSIONAL DESIGNATION:
SRA Member - Appraisal Institute - 1989 to Present

MEMBERSHIPS:
Appraiser Member - National Association of Realtors - 1992 to Present
Appraiser Member - Greater Las Vegas Association of Realtors - 1992 to Present
Employee Relocation Council, Appraiser Member – 1990 to 2013
Member of the Clark County Board of Equalization - 1994 to Present (Current Vice Chair)
Relocation Appraisers & Consultants Member - 1995 to Present

OFFICES HELD:

- Nevada Commission of Appraisers - Real Estate Division Educational Committee - 1994-1996
- Member of the Regional Ethics and Counseling Panel Appraisal Institute - 1994-1996
- State Chair Nevada, State Government Relations Subcommittee Appraisal Institute - 1994-1995
- Chapter Admissions Chair, Las Vegas Chapter Appraisal Institute - 1994
- Chapter Representative, Las Vegas Chapter Appraisal Institute - 1993-1995
- Vice Chair Nevada, State Government Relations Subcommittee Appraisal Institute - 1993
- Member of Region VII Nominating Committee Appraisal Institute - 1992-1995
- President, Las Vegas chapter Appraisal Institute - 1992
- First Vice President, Las Vegas Chapter Appraisal Institute - 1990 - 1991

EDUCATION:

- Bachelor of Science in Business Administration - Finance, University of Nevada
- General Valuation Education - Approx. 617 Hours - Appraisal Inst., others (available upon request)
- Specialized Legal Valuation Education – Approx. 148 Hours - Appraisal Inst., others (below)

LITIGATION RELATED APPRAISAL COURSES
General – Others and Appraisal Institute
Litigation Assignments for Residential Appraisers: Expert Work on Atypical Cases – June 26, 2014 – 4 hours
Liability Issues for Appraisers Performing Litigation and Other Non-Lending Work, Las Vegas, NV – May 2, 2014 - 3 hours
Appraising the Appraisal: Appraisal Review-Residential, Las Vegas, NV – April 2013 - 7 hours
Complex Litigation Appraisal Case Studies, Las Vegas, NV – January 2013 - 7 hours
Business Practice and Ethics – Las Vegas, NV – September 15, 2010 – 7 hours
The Canary in the Coal Mine: ENERGY STAR and the Appraisal Process Seminar – Las Vegas, NV – January 19, 2010 – 3 hours
REO Appraisal - Appraisal of Residential Property Foreclosure, Las Vegas, NV – October 11, 2008 - 7 Hours
Real Estate Investing & Development - A Valuation Perspective - Las Vegas, NV - July 15, 2007 - 7 hours
Litigation Skills for the Appraiser: An Overview, Las Vegas, NV - October 11, 2006 - 8 hours
Secrets of a Successful Litigation Seminar, Las Vegas, NV - June 9, 2005 - 4 hours
Course 705 Litigation Appraising - Las Vegas, NV - October 7-8, 2004 - 14 hours
Appraisal Review (Residential) - Las Vegas, NV - February 8, 2003 - 7 hours
Nevada Real Estate Appraisal Statutes - Las Vegas, NV - October 18, 2002 - 3 hours
Attacking & Defending an Appraisal in Litigation - Las Vegas, NV - September 26, 1999, 7.5 hours
Valuation of Detrimental Conditions in Real Estate - Las Vegas, NV - September 25, 1998, 7 hours
Fair Lending and the Appraiser - Las Vegas, NV - July 22, 1994, 6 hours
Appraisal Reporting of Complex Residential Properties - St. Louis, MO - December, 1992, 7 hours
Appraisal Institute
ONLINE WEBINAR COURSES:
1. Do's and Don't's of Litigation Support, October 16, 2013, 2 hours
ANNUAL CONVENTION AND COMMITTEE MEETINGS, July 29th - August 6, 1994:
1. Appraisal Review - Residential properties, 7 hours
2. Understanding Limited Appraisals and Appraisal Reporting Options, 7 hours
ANNUAL CONVENTION AND COMMITTEE MEETINGS, RENO, NV - July 1993:
1. Under the Microscope: Environmental Checklists, ASTM Property Screen Standard & the Valuation Process, 4 hours
2. Americans With Disabilities Act (ADA), 4 hours
ANNUAL CONVENTION AND COMMITTEE MEETINGS, SEATTLE, WA - August 1991:
1. Landfills and Their Effect Upon Value, 3 hours
2. Real Estate Law for Real Estate Appraisers, 3 hours
ANNUAL CONFERENCE, ORLANDO, FL - AUGUST, 1990:
1. Legislative Update Panel, 1.5 hours
CHAPTER #187, LAS VEGAS, NV - OCTOBER, 1990:
1. Nevada Real Estate Appraisal Statutes, 3 hours
2. Professional Practice and Real Estate Appraisal Law, 5 hours

REFERENCES:

Cheryl Moss, SVP – Bank of Nevada
2700 W. Sahara Avenue
Las Vegas, NV 89102
702-252-6366

Jim Howard, COO Bank of Las Vegas
1700 W. Horizon Ridge Parkway
Henderson, NV 89052
702-492-4468

Terry Jones, VP First Security Bank
10501 W. Gowan Road, Ste. 170
Las Vegas, NV 89129
702-853-0950

Rick Piette, Owner, Premier Mortgage Lending Group
8689 W. Sahara Ave, Ste. 100
Las Vegas, NV 89117
702-485-6600

REPRESENTATIVE CLIENTS:

Lenders

- Bank of Nevada
- Bank of New York
- Citibank
- Deutsche Bank
- Federal National Mortgage Association
- J.P. Morgan
- Mellon Bank
- Mutual of Omaha Bank
- Nationstar Mortgage
- Prudential Relocation
- Rels Valuation - Wells Fargo Bank
- US Bank

Attorneys

- Ecker Law Group
- Goodrich, Jim (Valuation Consulting)
- Gordon Silver
- Jolley Urga Wirth Woodbury & Standish
- Kainen Law Group
- Koeller, Nebeker, Carlson & Halvek
- Lee & Russell
- Lee Drizin
- Lee, Hernandez, Kelsey, & Brooks
- Miller & Wright Rawlings, Olsen, Cannon, Gormley & Desruisseaux
- Shea & Carlyon
- Woodbury & Standish

(Rev. November 6, 2014)

R Scott Dugan, SRA
R Scott Dugan Appraisal Company, Inc.
Fee Schedule
(As of November 15, 2014)

Assignments are for bid on a case-by-case basis. Standard fees for additional work (if needed) are listed below:

Expert Witness Work and Testimony:

- Deposition, Court Testimony, Trial Preparation - $400/Hour
- Supplemental Work and Research - $400/Hour
- Consulting Meetings, Case Discussions, etc. - $200/Hour

There is a three-hour minimum for deposition and court testimony. If either is canceled within 24 hours of a scheduled appearance, the client will be billed for 50% of the minimum, in addition to any time for preparation.

The above fees are exclusive of the costs associated with both the development of the valuation report or consulting study, and that of supporting materials that may be required for trial.

ATTORNEY WORKLOAD REPORT

Subject Address	Name	Purpose	Attorney or Client	Court Date	Case No.
Lots 1, 3, 4 & 5 Ghost Dance	Town & Country vs Goddard	Court Testimony	Holland & Hart LLP	12/20/2010	
2966/2970 San Lorenzo	Bank of Nevada	Deposition/Crt Testimony	Lionel, Sawyer & Collins	1/6/2011	120-201-0059
5025 Kell Lane	OneCap Mortgage	District Court Appearance	Reade & Associates	1/25/2011	
2966/2970 San Lorenzo	Bank of Nevada	Federal Court Testimony	Lionel, Sawyer & Collins	1/28/2011	120-201-0059
940 N Sloan Lane #105	Bank of Nevada	Court Testimony/Settled	Mazur & Associates	3/3/2011	
Platinum	Platinum Condo Dev	Litigation/Deposition	Foley & Lardner LLP	7/4/2011	209CV00671PMPGWF
4945 Ghost Dance Circle	Goddard	Federal Court Testimony	Town & Country Bank	9/8/2011	2:09CV00686RLHLRL
2132 Country Cove	Bank of Nevada vs King	District Court Testimony	Gerrard & Cox	10/6/2011	A627640
14480 Roundabout Circle	Shavitz vs Jacobs Construction	District Court Deposition	Schofield Miller Law Firm	12/5/2011	A-09-592088-D
39 Quail Hollow Drive	Limpscomb vs Smith	Depo/Court Testimony	Silvermanm Decaria & Kattelman	1/8/2012	D-11-444324-D
645 Sari Drive	M&I vs. Long	Court Testimony	Cooper Castle Law Firm	1/13/2012	A-11-65-203-C
7811 Dana Point Court	BofNV vs Troncosco	Court Testimony	Mazur & Brooks	9/24/2012	A647414
2139 Wilbanks Circle	BofNV vs Deevers	Court Testimony	Mazur & Brooks	10/4/2012	A-12-655231-C
22 Sawgrass Court	Provident vs Levy	Deposition	Cooper Castle Law Firm	10/5/2012	A-09-601666-C
23 Mallard Creek Trail	Goldstein/Irsfeld	Deposition	The Bourassa Law Group	11/30/2012	A617125
8031 Springbuck Court	BofNV vs Townsend	Deficiency Hearing	Michael Marcellette	4/2/2013	A-12-671738-C
49 Hawk Ridge Drive	BofNV vs Barry	Deficiency Hearing	Michael Marcellette	5/7/2013	A-126555559-C
1500 Windhaven	FDIC	Deposition	Kolesar & Leatham	7/23/2013	8408-2
32 Via Vasari	Deutsche Bank	Litigation	Blut Law Group	Current	A-11-651083-C
8623 Fire Mountain	Bank of Nevada	Deficiency Hearing	Mazur & Brooks	7/31/2013	A-11-642953-C
1157 Via Casa Palmero	FDIC vs Rekis	Deposition	Kolesar & Leatham	8/29/2013	2:12-cv-02061-GMN
51 Agate Ave #303	Giuliano vs Giuliano	Court Testimony	Zashin & Rich	10/9/2013	DR12343002
FDIC Reviews	FDIC vs Core Logic	Deposition	Mullin Hoard Brown	12/10/2013	8:11-cv-00704-DOC-AN
53 Hawk Ridge Drive	D&J Family Trst vs Palm Canyon	Deposition	Bourassa Law Group	12/17/2013	A646373
FDIC Reviews	FDIC vs LSI Appraisal LLC	Deposition	K&L Gates LLP	1/8/2014	SACV11-706 DOC(Anx)
8 Rue Mediterra Drive	RBM Constuction vs Rosenaur	Deposition	Bremer, Whyte, Brown & O'meara	1/15/2014	09-A595366
2621 Dandelion Street	Puckett vs Bank of Nevada	Court Testimony	Michael Marcellette	2/13/2014	A-13-677331-C
3180 Darby Gardens Court	Everflow	Court Testimony	Lionel, Sawyer & Collins	3/4/2014	A-11-652597-B
4381 W Flamingo Rd #39301	Royal Business Bank vs Lin	Court Testimony	Compton Law	3/26/2014	A-14-694431
7229 Mira Vista Street	Anthony Savino	Court Testimony	McDonald Law Offices	6/12/2014	A-13-674390-C
1147 Evening Canyon Ave	Ana Thompson	Court Testimony	Brooks Hubley LLP	9/26/2014	A-13-17461
4381 W Flamingo Rd #18321	Palms Place vs Lue Garlick	Deficiency Hearing	Brownstein Hyatt Farber Schreck	11/4/2014	A-14-697506-B
6583 Mermaid Cr.	McGee vs. Citi Mortgage	Deposition	Wolfe & Wyman	11/24/2014	2:12-CV-02025JCMPAL
3048 Palatine Terrace Ave	Jayna Shreck	Deficiency Hearing	Mazur & Brooks	12/18/2014	A-13-687732-C

Exhibit 3

A.T. EXHIBIT 2
Deponent McDonald
Date 2-25-08 RptrLVC
WWW.DEPOBOOK.COM

MACDONALD
HIGHLANDS

DESIGN GUIDELINES

Prepared:.....September 1, 1992

Revision Dates:.....September 24, 1998
May 12, 1999
December 13, 1999
April 27, 2000
September 1, 2000
May 1, 2002
January 7, 2003
July 7, 2003
March 1, 2004
December 1, 2005
September 1, 2006

***** TO AVOID UNNECESSARY EXPENSE, PLEASE ADVISE YOUR ARCHITECT TO SCHEDULE A MEETING WITH THE DESIGN REVIEW COMMITTEE PRIOR TO PREPARATION AND SUBMITTAL OF ARCHITECTURAL PLANS *****

1730 West Horizon Ridge Parkway, Suite 100
Henderson, Nevada 89012
702.458.8001 • Fax 702.458-5570
www.macdonaldhighlands.com

1.0 INTRODUCTION

1.1 MACDONALD HIGHLANDS

PHILOSOPHY

MacDonald Highlands is situated in a majestic mountain valley featuring a backdrop of rugged mountain peaks as well as spectacular city light views. The master plan for MacDonald Highlands is committed to the preservation of the site's inherent natural beauty, thus ensuring that the mountainous desert character of the site will always be symbolic of the community's identity. Because of this commitment, MacDonald Highlands will soon take its place as the crown jewel of southern Nevada master-planned communities.

A dedication to the preservation of nature's beauty, enhanced by the highest aesthetic standards of landscape design, MacDonald Highlands will set the stage for an uncompromising standard of residential living. Years of effort by a team of outstanding land planners, architects, and engineers will provide a project of enduring quality. Additionally, to protect and enhance owner value, a strict set of covenants and guidelines will be carefully monitored by a professionally advised design review committee.

The fundamental community concept of MacDonald Highlands is to preserve the natural character of the desert environment, particularly the rugged hillside areas. The residential neighborhoods are designed such that site development will blend harmoniously into the natural desert setting, creating a rural atmosphere of casual country estates. This design includes reducing the design speed of all of the site roadways to 20 M.P.H., thus allowing such roadways to conform to the natural contour and setting of the hillside environment. The community identity is

further enhanced by an 18-hole championship golf course and destination resort. The golf course fairways meander throughout the neighborhoods within MacDonald Highlands, with many of the individual homesites featuring direct frontage on the course. In addition, significant view corridors to the golf course are provided at key locations along the community street system.

Because each development within MacDonald Highlands will be unique in terms of its natural opportunities and constraints, it is expected that the design of each development be tailored to preserve, enhance, and protect those special features of each individual Lot or Parcel. Each development project must consider those approaches in design and construction, which will accentuate those unique attributes while preserving the natural features of each Lot or Parcel. The design of each Lot or Parcel within the MacDonald Highlands community shall support the overall philosophy of the community by carefully integrating the development into the topography.

Design standards and restrictions and a Design Review Committee have been developed to implement and enforce this philosophy. Minimum standards of design arising out of the environmental and climatic needs of the desert provide direction to Lot or Parcel owners and developers in the planning, design, and construction of their residences or projects to insure compatibility with the environment, harmonious architectural approaches, and compatibility with adjacent development within the community. The Design Review Committee will encourage creativity, innovative use of materials and design, and unique methods of construction so long as the final result is consistent with these Design Guidelines and the overall philosophy of MacDonald Highlands. No one residence, structure, improvement, or development should stand apart in its design or construction so as to detract from the overall environment and appearance of MacDonald Highlands.

The design and architectural standards and restrictions as set forth in these Design Guidelines should be viewed by each Owner as his assurance that the special environment of MacDonald Highlands will be preserved and enhanced over time.

1.2 DESIGN GUIDELINES

The purpose of these Supplemental Design Guidelines is to provide specific direction for the expression of the built environment within the Custom Home neighborhoods of MacDonald Highlands. They are intended to provide an overall framework for future development, achieving a sense of neighborhood identity, land use character, scale and sensitivity to the desert environment in the development of MacDonald Highlands' neighborhoods.

The purpose of these Design Guidelines is to implement the community design theme by addressing the architectural, landscape, and site planning design criteria for the development of MacDonald Highlands. These Guidelines are intended to set standards for the quality of design, to assure land use compatibility, to direct character and form, and to enhance the community's overall value. The Guidelines are intended first as an information source to Owner's builders, developers, architects, or investors interested in MacDonald Highlands, and second, as a regulatory mechanism to insure that all Improvements in the community are carried out in an environmentally sensitive manner. These Guidelines will thus insure a high standard of project-wide design consistency throughout the life of the community.

MacDonald Highlands Design Guidelines are intended to be a conceptual, dynamic guide to development and, as such, are subject to change when the Design Review Committee determines such

final design review, insures that the final plans and construction drawings are consistent with the previously approved preliminary plans and the Design Guidelines. The final phase includes an inspection by a representative(s) of the Design Review Committee to determine whether actual construction has been completed in strict compliance with the approved plans and the Design Guidelines.

Approval of plans and specifications by the Design Review Committee is not, and should not be deemed to be, a representation or warranty that said plans and specifications comply with applicable governmental ordinance or regulations including, without limitation, City of Henderson zoning ordinances, subdivision regulation, and building codes.

1.4 BUILDING ENVELOPE

Within the Hillside Buildable Areas, the concept of a maximum allowable building area, called the Building Envelope, has been developed to ensure the preservation of views from each residence in MacDonald Highlands.

All Improvements on a Lot or Parcel within MacDonald Highlands must be designed to be within this Building Envelope, including the Residence, accessory buildings, outside patios and terraces, tennis courts and swimming pools, if permitted by the Design Guidelines, and any other Improvements or structures on the Lot or Parcel. Only approved plants may be planted within the Building Envelope, unless otherwise approved by the Design Review Committee. Outside of the Building Envelope, the natural desert must be undisturbed or revegetated with complementary desert plant material where possible. Moreover, it is not intended that the Owner design his Residence or other Improvements so as to completely fill the Building Envelope. Designs, which, in the

opinion of the Design Review Committee, overwhelm the Building Envelope and are, therefore, inconsistent with the philosophy of MacDonald Highlands, will not be approved.

Before any conceptual planning is done, an Owner should consult with the Design Review Committee to determine the location of the Building Envelope. Although the shape and location of the Building Envelopes are intended to be somewhat flexible, modifications to the Building Envelope can be made only by the Design Review Committee and only if the modifications do not result in a significant adverse impact upon the natural features of the Lot or Parcel, or upon neighboring Lots or Parcels, or the Project as a whole.

After the final design approval has been given by the Design Review Committee, a revised Building Envelope will be based on actual plans, which may differ in size and shape from the original conceptual Building Envelope. Thereafter, the Building Envelope may be changed only through an amendment process after obtaining the approval of the Design Review Committee. This process assures that the view corridor of the Building Envelope will be permanently protected from any future encroachment or development.

1.5 DEFINITIONS

The following words, phrases, or terms used in this Declaration shall have the following meanings:

"Apartment Development" shall mean a Parcel or portion thereof which is described in a Parcel Declaration, is limited by the Declaration to residential use, and contains Rental Apartments and surrounding area which are intended, as shown by the site plan therefor approved by the City of Henderson, and the Design Review Committee or otherwise, as one integrated apartment operation under the same ownership.

"Golf Course Lot" shall mean a residential Lot which has a portion of its boundary immediately adjacent to the Golf Course, or a Condominium or Cluster Residential Development which has a portion of its common elements immediately adjacent to the Golf Course.

"Hillside Residential" shall mean those residential projects within the Hillside Buildable areas.

"Improvement" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, walkways, trails, tennis courts, sprinkler pipes, garages, swimming pools, spas, and other recreational facilities, the paint on all surfaces, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, and water softener fixtures or equipment.

"Landscape Easement Area" shall mean the approximate foot portion of land adjacent to the public rights-of-way in MacDonald Highlands and the entryways to MacDonald Highlands, which is subject to an easement for landscaping, sidewalks, perimeter walls, and utility access as described in the CC&Rs.

"MacDonald Highlands" (also known as The Foothills at MacDonald Ranch and MacDonald Ranch Country Club) shall mean the real property described on Exhibit "A" attached to this Declaration, together with any additional real property, which may from time to time become subject to and covered by this Declaration, and the development to be completed thereon.

"Streets" shall mean those areas of MacDonald Highlands, which are depicted as "Private Street" or "Public Street" or on any subdivision map recorded and filed by Declarant, or on any Master Development Plan.

"Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring property.

No boats, trailers, or other recreational vehicles shall be stored on-site unless they are parked inside an enclosed area, which is permanently attached to a main residence, or unless alternate storage plans are approved by the Design Review Committee.

2.8 SETBACKS

All Developments within MacDonald Highlands shall maintain setbacks and easements consistent with the setback standards described in Section 3.0 of these Design Guidelines. Variation of setbacks will be encouraged in the residential areas of moderate density to distinguish individual identities and avoid formal redundancy.

Within the Non-Residential projects, no building or parking will be permitted closer than 15 feet to the right-of-way or as specified in the Henderson Development Code. This area shall be landscaped consistent with the design concepts set forth by these Guidelines.

2.10 FENCES AND WALLS

Introduction & Philosophy: As a luxury, view-oriented community, MacDonald Highlands is designed to have a minimal amount of fences and walls. In order to preserve the spectacular scenery unique to MacDonald Highlands, the Design Review Committee reserves the right to approve the location, materials, color, columns, and design of all fences and walls.

MacDonald Highlands' development theme has been expressed as casual country estate and rural atmosphere. While there will be some parcels which will be developed in a more urbanized design pattern, the majority of the MacDonald Highlands project and especially the Hillside Estates areas will be developed with this rural country estate design theme. In order to establish and maintain this overall rural ambiance and to preserve the natural hillside terrain, the community will discourage and prevent the proliferation of walls.

In those areas identified as Hillside Estates, the construction of walls for the purpose of identifying property lines of an individual lot or for confining animals is prohibited. The construction of boundary walls and property line walls by the Master Developer of a parcel may be allowed upon review and approval of the design and purpose by the Design Review Committee. Types of walls used in the development of individual lots that will be considered for approval by the Design Review Committee in Hillside Estates areas are structural support walls, retaining walls, and security walls, which are designed and constructed as an integral part of the residential structure. Where security walls are necessary, they will be designed and constructed under the parameters for "view walls."

Chain link and/or perimeter fencing is not permitted, except during construction. Furthermore, exposed wall-top security devices such as concertina wire is prohibited. Because the site affords such dramatic view potential, it is strongly encouraged that open fencing be used predominantly within MacDonald Highlands.

Pool fencing should follow the same standards for openness, visibility and design, but compliance with City, County, and State Ordinances is essential.

Special attention to waterproofing and location of irrigation spray heads will be necessary in order to eliminate leaking, staining, aesthetic, or structural problems.

2.10.1 Perimeter or Boundary Walls

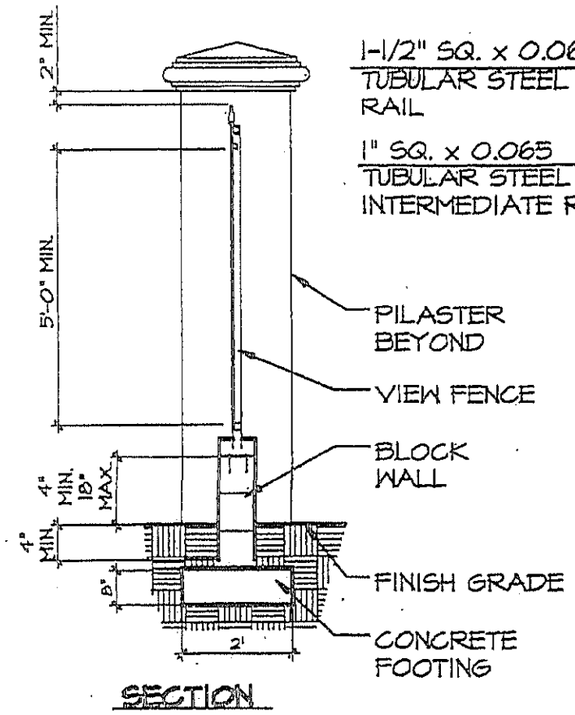
Within the MacDonald Highlands community, the term Perimeter Wall will be used to identify those walls used around the exterior perimeter of the MacDonald Highlands community. Typically, such perimeter walls will be 5 to 6 feet with the standard height being 6 feet, except for short sections where the wall steps up or down to transition a change in elevation.

Certain situations may arise that necessitates the construction of a boundary wall between two parcels. Where this necessity has been reviewed, acknowledged, and approved by the Design Review Committee, the developer may construct such a wall. The design of such boundary walls is subject to the review and approval of the Design Review Committee. The use of open type view walls for these situations is encouraged. The Design Review Committee discourages the use of solid masonry walls that will block views.

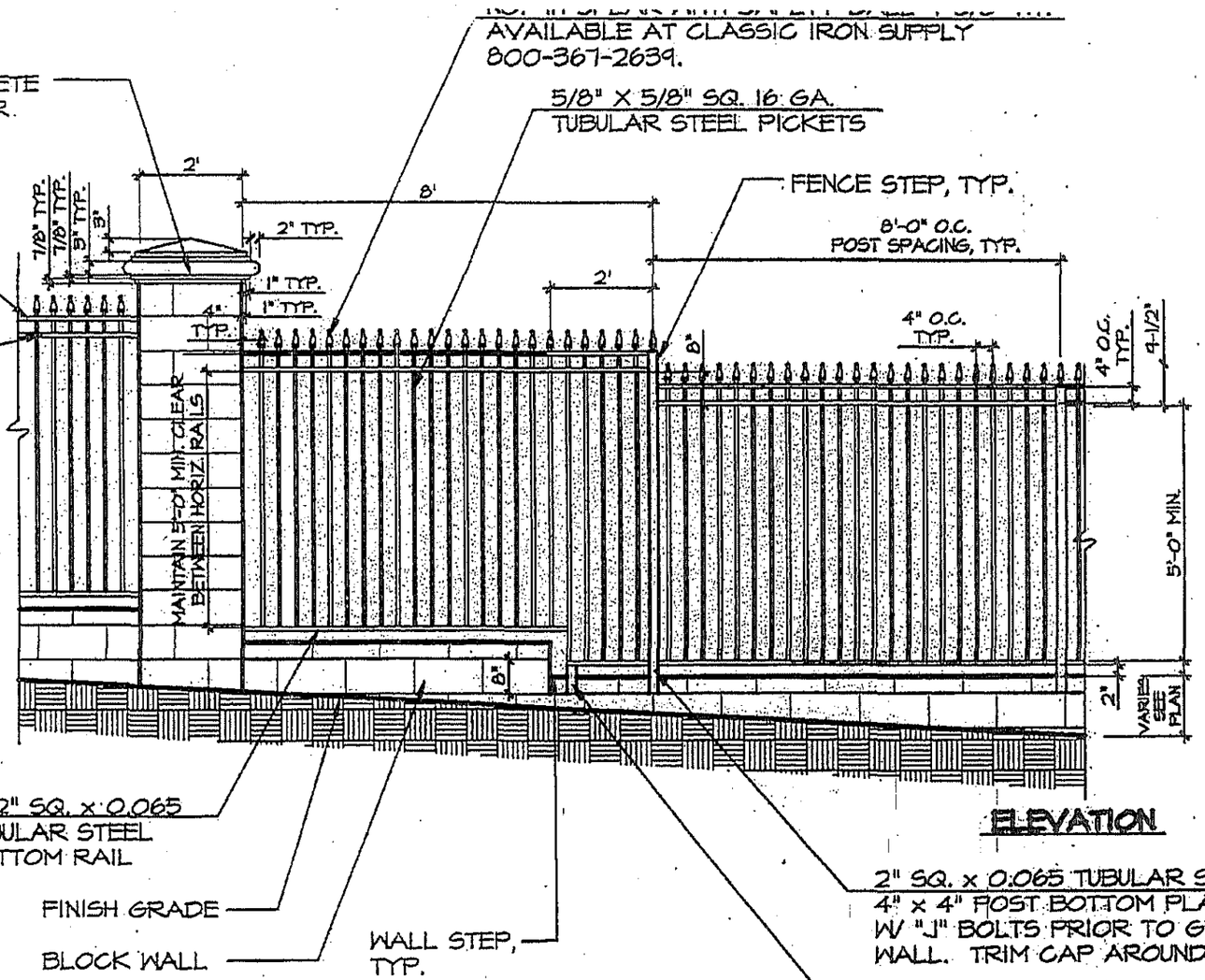
2.10.2 View Walls

The use of "view walls" for purposes other than to provide retaining or structural support is encouraged within the MacDonald Highlands community. Lots along the golf course, open space or possess strong view orientations may install a community-designed view wall on the rear property line. Where permitted, view walls will be used to delineate property lines, to provide security fencing, to enclose properties, etc. All architectural designs and colors are subject to compliance with the appropriate sections of these design guidelines and approval by the Design Review Committee.

The design of View Walls should promote the open view oriented characteristics of the MacDonald Highlands community. View walls shall be designed to minimize massing impacts on the community and to minimize any visible barriers to views that would result from the construction of such walls. The use of open distinctive ornamental metal materials for such walls is encouraged. A solid masonry base no higher than 18" may be approved by the Design Review Committee depending upon the architectural design and materials. Masonry pillars to support the metal sections may be approved by the Design Review Committee depending upon the architectural design and materials. All masonry components of view walls will have exterior surfaces that are constructed of native materials, which complement the natural desert environment and colors.



SECTION



ELEVATION

NOTES:

FENCE: PAINT WITH (1) COAT METAL PRIMER AND (2) FINISH COATS. PAINT COLOR TO BE AMERON 450HS "FOOTHILLS MAHOGANY".

BLOCK: CONCRETE BLOCK IS CSR BROWN #2 DOUBLE SPLITS. STANDARD WALL BLOCK IS 6" x 8" x 16". IF RETAINING OVER 24" BLOCK IS 8" x 8" x 16". SOLID SMOOTH CAP IS 4" x 6" (or 8") x 16" FLUSH WITH BLOCK WALL, COLOR TO MATCH BLOCK.

CONNECTIONS: HORIZONTAL RAILS ARE TO BE WELDED TO POSTS. WELDS SHALL BE CONTINUOUS AROUND RAILS AND GROUND SMOOTH PRIOR TO PAINTING.

PILASTER CAP:
PRECAST CAP AVAILABLE AT 'ARCHITECTURAL PRECAST, INC.' 702.643.7000, CONTACT IS KIRK. DIMENSIONS AS SHOWN. COLOR TO BE STANDARD MRCC PRECAST COLOR.

EACH OCCURRENCE THAT EXCEEDS THE STANDARD WALL HEIGHT FOR THE CITY OF HENDERSON IN ORDER TO MEET POOL SAFETY REQUIREMENTS WILL HAVE TO GO TO THE CITY FOR APPROVAL OF A VARIANCE.

VIEW WALL EXHIBIT

MACDONALD HIGHLANDS

Exhibit "I"
Page 2.29

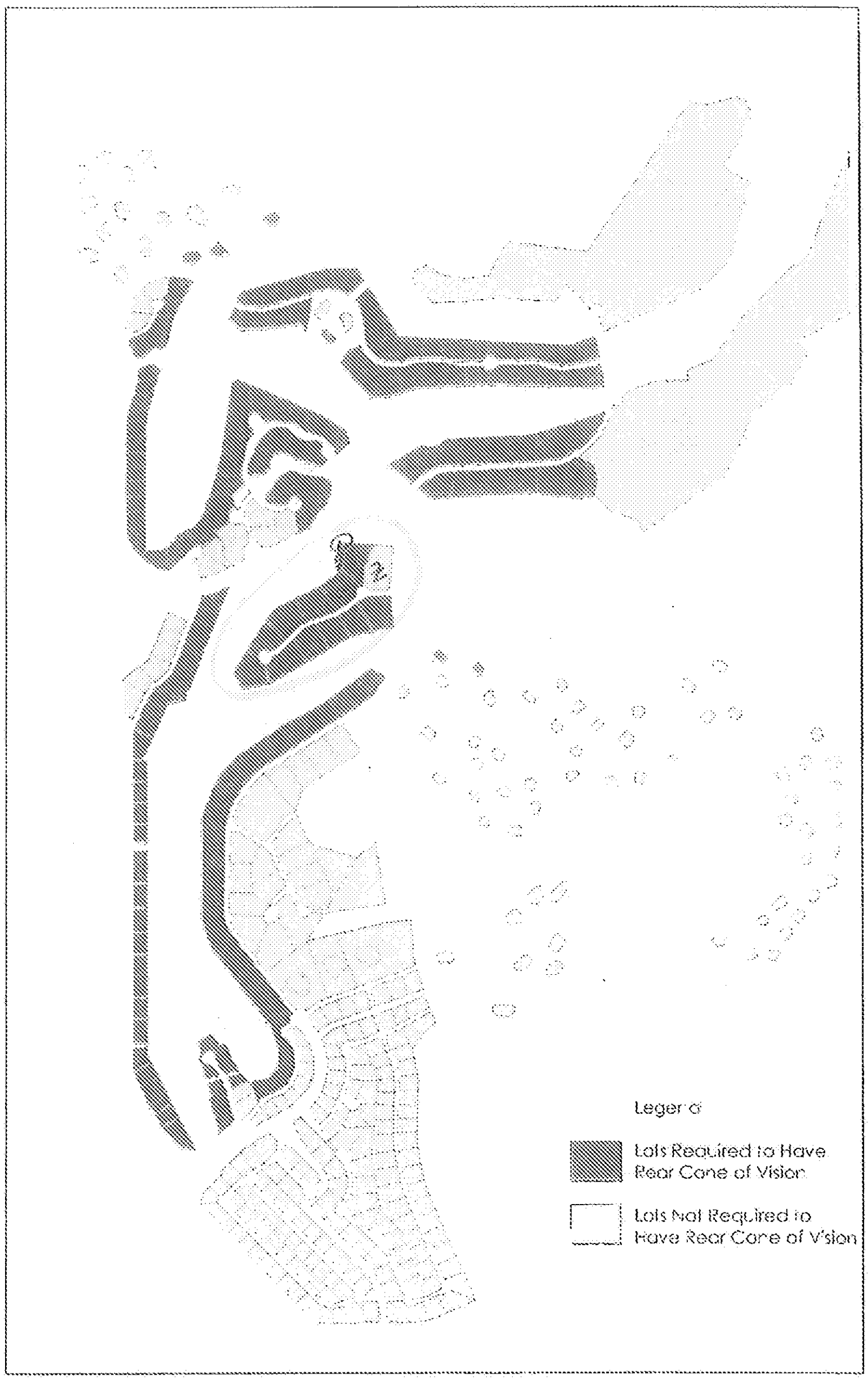
JA_0999

2.10.4 Rear Yard Cone of Vision

In all site design and layout, careful attention to open space is important. Those lots that front on the golf course, open space or possess strong view orientations may install a community-designed view wall on the rear property line. If a solid wall is desired along the side property line(s), the solid side yard wall must end at a distance of 15 feet from the property corner. A single pilaster is required at each property line corner on both sides in the rear. In addition, those lots that require preservation of view corridors will not be permitted to install improvements, plant trees or other plant material that are taller than 4 feet within a distance of 15 feet from the rear yard property corner.

2.10.5 Security Walls

All security walls within the MacDonald Highlands project must be designed and constructed using the design criteria established for View Walls and incorporating those specific code requirements for providing the required protection (such as for swimming pools). The design and construction of all security walls must be submitted to the Design Review Committee for review and approval.



Rear Yard Cone of Vision Master Plan

2.13 SERVICE AREAS

All above-ground garbage and trash containers, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities must be screened by walls, berms, or landscape from other Lots or Parcels, streets, or public spaces.

2.14 GOLF COURSE LOTS OR PARCELS

Golf Course Lots or Parcels may be required to have fences or walls along the Golf Course boundaries if required by the Design Review Committee. All fencing on Golf Course Lots or Parcels along the boundaries adjacent to the Golf Course shall be located, constructed, and maintained in accordance with specifications established by the Design Review Committee for the purpose of preserving and protecting the views of adjoining land from the Golf Course.

These fences shall be low masonry walls with wrought iron fencing, in a combination approved by the Design Review Committee. Owners of Golf Course Lots or Parcels, prior to installing fences or walls, or prior to modifying fences or walls existing on a Golf Course Lot or Parcel, shall obtain written approval regarding the location thereof and any such construction of modification from the Design Review Committee.

Any portion of a Golf Course Lot or Parcel, which is visible from Neighboring Property, shall be kept neat, clean, and free of weed and residue. All Golf Course Lots or Parcels shall be landscaped and maintained in accordance with the rules and regulations established by the Declarant or the Design Review Committee. Such landscaping shall not be modified without prior approval of

the Design Review Committee, which Committee shall determine that such modification will not interfere with the view from Neighboring Property of that Lot or Parcel thus landscaped or of other Golf Course Lots or Parcels.

No temporary storage facilities, storage sheds, or any other temporary or permanent structures may be placed on any Golf course Lots or Parcels so as to be Visible from Neighboring Property or the Golf Course without the prior consent of the Design Review Committee.

2.15 SWIMMING POOLS

Swimming pools should be designed as being visually connected to the residence through walls or courtyards, and screened or separated from the Natural Areas or direct view of the Street or of neighboring properties. They must be constructed according to the City of Henderson Regulations.

2.16 TENNIS COURTS

Tennis courts are not allowed except in certain situations on large Lots or Parcels as approved by the Design Review Committee. Tennis courts should be fenced and sited for minimal visual impact from the street or from neighboring properties. The construction of tennis courts below grade helps to reduce the need for fencing. Lighting from tennis courts will not be permitted to spill onto adjacent property, and no tennis court lighting shall be installed without the approval of the Design Review Committee.

2.17 LOT OR PARCEL RESTRICTIONS

No more than one Residence may be constructed on any Lot or Parcel.

The MacDonald Highlands design guidelines permit one accessory structure per design-accepting lot (i.e., larger lots) provided it complies with design requirements and restrictions per City of Henderson building code. Please be advised that a detached guesthouses, guest suites and/or cabana that includes a kitchen is not permitted in the City of Henderson (City of Henderson Ordinance No. 1295, Section 1.BN.2, adopted March 17, 1992). Any approved accessory structures should be designed as a single visual element, compatible with and complimentary to the design and form of the main residence, and should be visually connected by walls, courtyards, or other major landscape elements. The accessory structure must be contained within the building setbacks, shall be located to respect the views, privacy, and other aspects of adjacent properties, and the use of mature landscaping is encouraged to soften the appearance of these structures. No accessory structure may be leased or rented separately from the main residence. Requests for accessory structures must first be submitted to the Design Review Committee for review and approval, prior to submission to the City of Henderson for plans check and permit issue.

3.2 DESIGN CRITERIA - CUSTOM HOMES

[Planning Areas 1-Phase I, 3, 4, 5A (Highlands I), 5B, 5C (Highlands II), 6, 7, 8A, 10, 12, 15, 16, 18, 26, Palisades Unit I & Palisades Unit II]

Introduction

The goal for developing the architectural theme of MacDonald Highlands is to project a harmonious image and a distinctive identity. This should be achieved not by dictating a particular style but encourage a blending of styles emphasizing simple, strong masses and forms.

The purpose of these Architectural Standards is to provide guidance for the Lot Owner and architect. The maintenance of high architectural standards protects and enhances real estate values at MacDonald Highlands. The restriction of unsightly construction also helps to ensure that the image of a prestigious community is maintained. All proposed construction shall comply with the following general criteria:

- Is the residence compatible with a prestigious, high-quality image?
- Will the proposed residence maintain the character of the community?
- Does the residence seem appropriate to the concept of the community?

MacDonald Highlands is planned as one of the premier luxury communities in the United States. The community's incomparable setting, featuring majestic and rugged topography with expansive golf course amenities, and proximity to one of the country's most unique destination resorts, require an unparalleled unity and excellence in design, architecture, and landscape.

3.3 SITE PLANNING CRITERIA – CUSTOM HOMES
[Planning Areas 1-Phase I, 3, 4, 5A (Highlands I), 5B, 5C (Highlands II), 6, 7, 8A, 10, 12, 15, 16, 18, 26, Palisades Unit I & Palisades Unit II]

Introduction

The natural topography, vegetation and setting of MacDonald Highlands create a unique environment, which requires careful attention throughout the site design and development process. The integrated design of site and residence is crucial to ensure that the dwelling blends harmoniously into the surrounding desert landscape. The design must fully analyze the unique physical characteristics of the lot, including topography, slope, view, drainage, vegetation, and access.

The desert landscape is a fragile environment, and may take many years to naturally recover from the impacts of disturbances related to site development. In order to minimize these impacts, MacDonald Highlands along with the City of Henderson, have developed the criteria within this Supplemental Design Guidelines manual to protect the natural desert character of the community.

3.3.1 Building Envelope

The Building Envelope is the portion of the lot, exclusive of any setbacks, easements or other encumbrances, upon which lot improvements may be located. All lot improvements, including residential structures, accessory buildings, outside patios and terraces, tennis courts, swimming pools, and other site elements, must be designed within the Building Envelope.

A maximum Building Envelope has been established for each custom lot to foster creative solutions to the massing of building components and to ensure the preservation of views from each residence in MacDonald Highlands. The Building Envelope is based upon the minimum setbacks as outlined in Table 3.9, and the building height limit as described in Section 3.4.

It is not intended that the design of the residence completely fill the Building Envelope. Although the shape and location of the Building Envelope are intended to be somewhat flexible, only the Design Review Committee can make modifications to the Building Envelope only if the modifications do not result in a significant adverse impact upon the natural features of the lot, adjacent lots or the MacDonald Highlands community as a whole. Designs, which in the opinion of the Design Review Committee overwhelm the Building Envelope, will be considered inconsistent with the philosophy of MacDonald Highlands and will not be approved.

3.3.1.a Combined Lots

If an Owner owns two contiguous Lots and wants to combine the two Lots into a single homesite, the Owner may do so only with the prior consent of the DRC and only if the change, in the DRC's opinion, does not materially impair views and/or privacy from neighboring Lots or Common Areas. When considering combining Lots, the Owner must recognize that combining two Lots or Building Envelopes may be beneficial, as it could provide more Open Space between adjacent Lots and improve view corridors; it may also have an adverse impact on the views and privacy of other nearby Lots or Common Areas, and should be reviewed carefully by the DRC. An Owner may apply for a variance on a front yard setback based on specific Lot configurations subject to DRC approval. The Owner or his representative is urged to submit a proposed revised Building Envelope for Combined Lots as early in the design process as is reasonable prior to preliminary submittal. Specific focus will be placed on, but not limited to the following:

Site Planning Criteria – Custom Homes

Minimum Setbacks*

	LOT SIZE	FRONT	SIDE	REAR
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Manor Estate: Planning Areas: 5B and 12	1 Ac.	25'	15'	35'
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Manor Estate: Planning Area 10	1/2 to 1 Ac.	25'	15'	35'
Hillside Estate: Planning Areas: 6, 7, 18, 26, Palisades Units I and II	1/2 Ac.	25'	15'	30'
Golf Estate: Planning Areas: 1-Phase 1, 8A, 15/16	1/2 Ac.	25'	15'	30' **
Executive Estate: Planning Areas: 3, 5A and 5C (Highlands Units I and II)	1/3 Ac.	25'	10' Corner Side One-Story: 15' Corner Side Two-Story: 20'	30' **

* Accessory structures provided on interior lots must be setback a minimum of five feet (5') from all property lines. While accessory structures provided on lots along the golf course and/or common open space must be setback a minimum of ten feet (10') from all property lines, [redacted]

** Single-story elements, including but not limited to patios, sundecks and "open" balconies may encroach 10'-0" maximum into the rear setback on Executive and Golf Estates, however, must comply with minimum side setbacks.

- Adjustments in Building Envelope
- Preservation of view corridors
- Building height restrictions
- Architectural massing

The plat for a newly configured single Lot must be approved by the City of Henderson, Nevada and must be recorded. All expenses associated with recording the new Lot and pursuing any required governmental approvals are the responsibility of the Owner.

3.3.2 Natural Area

The natural area is the portion of the lot that lies outside of the Building Envelope, and must remain in its natural desert condition. Additional plant material may be added in the Natural Area subject to approval by the Design Review Committee. If approved, only plants indigenous to the general area of development may be used, and the density and mix should approximate that of the surrounding desert landscape. Irrigation of the Natural Area is not permitted since the indigenous vegetation does not require additional water. Irrigation of the Natural Area can lead to disease and demise of the native plants, and contribute to the spread of undesirable plant species or weeds.

Lot Owners in Planning Area 7 and Planning Area 5B shall be required to prepare a legal description of Natural Area that cannot be amended without Design Review Committee approval.

Any slope area adjacent to the golf course and not a part of the area of home development or construction shall be landscaped as a "Natural Desert Zone" or "Natural Area".

3.3.3 Private Area

The Private Area is the portion of the Building Envelope that has limited visibility from neighboring properties because it is screened from view by plant materials, walls or other structures. The Private Area is the least restrictive in terms of plant selection, and may include any plant material listed on the Approved Plant List, or subject to Design Review Committee approval, any other plant material not included on the Prohibited Plant List.

3.3.4 Building Orientation

The custom lot areas within MacDonald Highlands have been designed to provide a sense of exclusivity to each of the neighborhoods. This exclusivity is further achieved through the ample sizing of individual lots to enable the creation of a pleasant neighborhood character with an emphasis on one-story homes and significant space between residences. The siting of individual structures on the lot should consider the following three primary factors: 1) Solar Orientation; 2) View Orientation; and 3) Relationship to adjacent lots and the overall community. The Design Review Committee will consider each lot independently, and will give extensive consideration to view corridors, impacts on adjacent homes, solar orientation, drainage patterns, impacts to existing site conditions, and driveway access.

3.3.4.a Solar Orientation: The desert climate is characterized by extreme conditions ranging from intense heat in the summer to very cold temperatures in winter. Passive solar design techniques are encouraged in order to minimize summer heat gain while maximizing heat gain during winter months. The placement of windows is of particular importance in relationship to solar orientation. Windows with direct sun exposure should

be shielded by covered patios, wide overhangs, shade structures, tinted glass or other similar devices, to minimize the effects of the sun.

The use of solar panels, hot water storage systems, or other similar devices shall not be visible from any street or community open space, and are subject to approval by the Design Review Committee.

3.3.4.b View Orientation: The hillside character of MacDonald Highlands provides spectacular view opportunities for most of the lots throughout the community. The orientation of the residence's major rooms, patios and terraces should be designed to take advantage of these dramatic views. The use of large picture windows and corner glass are especially effective in capturing the views offered by the site, and are characteristic of the Desert Elegance style of architecture.

With the golf course orientation of MacDonald Highlands, there is an inherent risk that golf balls and the play of golf may impact lots or residences with golf course frontage. The Design Review Committee strongly recommends that, during the planning of site improvements on your lot, careful consideration be given to the possibility of errant golf balls, particularly regarding the orientation of windows or other breakable surfaces of the dwelling. Netting, screens, excessive landscaping, fences or large blank walls will not be allowed. Evaluation of the proper siting, orientation, massing and setbacks should provide for maximum golf or view orientation with minimal adverse impact from the play of golf. Design consideration should also be given to the noise generated by golfers, golf carts and maintenance vehicles.

3.3.4.c **Relationship To Adjacent Lots & The Overall Community:** Residential structures should be designed to blend into the overall character of the desert environment as much as possible, minimizing any negative visual impact from surrounding areas. The design of individual homes should carefully consider the scale, proportion, and massing of building elements to ensure the resulting structure is compatible with the overall philosophy of MacDonald Highlands.

It is the intent of these guidelines to ensure that not only are the architectural designs consistent with community standards but that each new home compliments and enhances those homes that already exist. An important aspect of the MacDonald Highlands philosophy is the goal of having the home fit within the existing terrain and not reconfigured the terrain to fit within the home. Careful consideration of the surrounding site conditions should be designed as an integral element of the lot's development. Therefore, the Design Review Committee will require all Lot Owners to provide the Design Review Committee with lot cross-sections as shown in Exhibit "V". In addition to presenting the proposed elevations of the home, the cross-section must depict the proposed contours carried out to the lot lines.

Furthermore, if adjacent lots have existing homes, the Lot Owner is to show the existing homes and its elevation in relation to his/her proposed design. Elevation data from adjacent lots will be made available to the Lot Owner by the Design Review Committee upon request. Cross-sections are to be included in the Schematic Plan Review Submittal.

3.3.7.g View Preservation: The hillside character of MacDonald Highlands provides spectacular view opportunities for most of the lots throughout the community. The orientation of the residence's major rooms, patios and terraces should be designed to take advantage of these dramatic views.

While views should be maximized from individual homesites, the residence should be designed and sited such that view opportunities from surrounding lots are not obstructed.

5.10.a Rear Yard Cone of Vision / Dedicated View Corridors

Those lots that require preservation of view corridors will not be permitted to install improvements, plant trees or install other plant material that are taller than 4 feet (i.e., at *maturity*, not with maintenance) within a distance of 15 feet from the rear yard property corner (Exhibit "O", Page 2.38).

Exhibit 4

FILED
CITY CLERK
CITY OF HENDERSON
REC'D

2012 DEC -6 A 9:29

NOTICE OF HENDERSON CITY COUNCIL FINAL ACTION
(NRS 278.0235)

NOTICE is hereby given that on December 4, 2012, the City Council of the City of Henderson took the following final action on the application listed below:

PH-25	PUBLIC HEARING COMPREHENSIVE PLAN AMENDMENT CPA-06-520010-A11 ZONE CHANGE ZCA-06-660018-A15 TENTATIVE MAP TMA-12-500316 MACDONALD HIGHLANDS AKA FOOTHILLS @ MACDONALD RANCH (GOLF HOLE #9) APPLICANT: MACDONALD PROPERTIES

A) Amend the Land Use Policy Plan from PS (Public/Semipublic) to VLDR (Very Low-Density Residential) on 0.34 acres;
B) Amend an approved master plan by rezoning a 0.34-acre portion of a 1,162-acre master plan from PS-MP-H (Public/Semipublic with Master Plan and Hillside Overlays) to RS-2-MP-H (Low-Density Residential with Master Plan and Hillside Overlays) and remove the 0.34-acres (14,841 square feet) from Planning Area 3 (Golf Hole #9) and add it to Lot 2 of Planning Area 10; and
C) An 18-lot residential subdivision (16 single-family, 2 common); located within the MacDonald Highlands master plan, off MacDonald Ranch Drive and Stephanie Street, in the MacDonald Ranch Planning Area.

ACTION TAKEN: Approved with the following conditions:

EXHIBIT 2
WITNESS Jessi
DATE 2-5-15
JUDGE CORBIN

CPA-06-520010-A11

FINDING OF FACT

A. Events, trends or facts after adoption of the Comprehensive Plan have changed the character or condition of an area so as to make the proposed amendment necessary.

ZCA-06-660018-A15

FINDINGS OF FACT

A. The proposal is consistent with the Comprehensive Plan.
B. The planned unit development is necessary to address a unique situation or represents a substantial benefit to the City, compared to what could have been accomplished through strict application of otherwise applicable zoning district standards, based upon the purposes set out in Section 19.1.4.
C. The planned unit development complies with standards of Section 19.6.4.
D. The proposal mitigates any potential significant adverse impacts to the maximum practical extent.
E. Sufficient public safety, transportation, and utility facilities and services are available to serve the subject property, while maintaining sufficient levels of service to existing development.
F. The same development could not be accomplished through the use of other t echniques, such as re-zonings, variances or administrative adjustments.
G. The proposed hillside plan preserves the integrity of and locates development with the least impact upon sensitive peaks and ridges.
H. Locates development compatibly with the natural terrain.
I. Provides for development standards in excess or equal to those required by this ordinance.
J. The proposed master plan corrects an error or meets the challenge of some changing condition, trend or fact.
K. The proposed master plan is consistent with the Comprehensive Plan and the stated purposes of Section 19.1.4.
L. The proposed master plan will protect the health, safety, morals or general welfare of the public.
M. The City and other service providers will be able to provide sufficient public safety, transportation, and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development.
N. The proposed master plan will not have significant adverse impacts on the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation.
O. The proposed master plan will not have a significant adverse impact on other property in the vicinity.
P. The subject property is suitable for the proposed master plan.
Q. The need exists for the proposed master plan at the proposed location.

PUBLIC WORKS DEPARTMENT CONDITIONS

1. The acceptance or approval of this item does not authorize or entitle the applicant to construct the project referred to in such application or to receive further development approvals, grading permits or building permits.
2. Applicant shall submit a drainage study for Public Works' approval.
3. Applicant shall submit a traffic analysis to address traffic concerns and to determine the proportionate share of this development's local participation in the cost of traffic signals and/or intersection improvements and dedicate any necessary right-of-way.
4. Applicant shall construct full offsites per Public Works' requirements and dedicate any necessary right-of-way.
5. Applicant shall revert and/or merge acreage of existing parcels per Public Works' approval and provide proof of completed mapping prior to issuance of a certificate of occupancy.
6. Applicant must apply for and receive approval to vacate unnecessary rights-of-way and/or easements per Public Works' requirements and provide proof of vacation prior to issuance of a certificate of occupancy.
7. FHA Type B drainage shall be allowed only where lots drain directly to public drainage facilities, public parks, or golf courses.
8. Streets shall be privately owned and maintained.
9. Applicant shall show the limits of the flood zone and submit a letter of map revision to FEMA prior to the Shear and Tie inspection.
10. Applicant shall update the master traffic study.

DEPARTMENT OF UTILITY SERVICES CONDITIONS

11. Applicant shall submit a utility plan and a utility analysis for Utilities' approval.
12. Applicant shall comply with the requirements of the master utility plan established for the project location.
13. Applicant shall provide an approved update to the utility master plan prior to submitting civil improvement drawings. (Amended A12)
14. Applicant shall finalize the access and maintenance agreement covering public utilities traversing Dragon Ridge Golf Course.
15. Applicant shall participate in the MacDonald Ranch 2370 Refunding Agreement. (A-14)
16. Applicant shall provide an approved update to the utility master plan prior to submitting civil improvement drawings for Planning Area 18. (A-14)
17. Applicant may be required to provide a water and/or sewer system capacity analysis covering the overall water and/or sewer system providing service to the project, prior to submitting civil improvement plans to the City. Preparation of said capacity analysis shall be coordinated with the Department of Utility Services. (A-14)
18. Applicant may be responsible for performing water and/or sewer system upgrades in accordance with the results of the system capacity analysis or, at a minimum, applicant shall be responsible for participating in a proportionate share of the costs to complete these system upgrades. (A-14)

FIRE DEPARTMENT CONDITIONS

The authority for enforcing the International Fire Code is NRS 477.030 and Ordinance Numbers 2649 and 2738 as adopted by the City of Henderson. Fire Department approval is based upon review of the civil improvement or building drawings, not planning documents.

19. Applicant shall submit plans for review and approval prior to installing any gate, speed humps (speed bumps not permitted), and any other fire apparatus access roadway obstructions.
20. Applicant shall submit fire apparatus access road (fire lane) plans for Fire Department review and approval.
21. Applicant shall submit utility plans containing fire hydrant locations. Fire Department approval is based upon the review of the civil improvement drawings, not planning documents. Fire hydrants shall be installed and operational prior to starting construction or moving combustibles on site.
22. Projects constructed in phases shall submit a phasing plan describing the fire apparatus access roads and fire hydrant locations relevant to each phase.
23. Applicant shall provide a dual water source as approved by Public Works and the Fire Department.
24. Applicant shall provide a minimum turning radius of 52 feet outside and 28 feet inside for all portions of the fire apparatus access road (fire lane). This radius shall be shown graphically and the dimensions noted on the drawings.
25. Applicant shall install an approved sprinkler system in all buildings/homes per the Hillside Ordinance.
26. Applicant shall provide an approved Fire & Life Safety Report prior to submitting for building permits. This report shall address fire access issues for the proposed school site. (A-14)

COMMUNITY DEVELOPMENT DEPARTMENT CONDITIONS

27. All private open space, landscaped areas within public rights-of-way, landscaping along public rights-of-way, and landscaping within drainage channels (arroyos) shall be installed by the developer and maintained by a property owners association, unless otherwise approved by City Council. Water conservation shall be a primary design element in the planning, design and construction of landscaped projects.
28. Developer shall submit a revised master development plan report, after City Council approval, listing all conditions of approval and waivers.
29. Permitted uses, prohibited uses, restricted uses, limited uses (uses) and property development standards shall be as approved by this application. In the case of a conflict between the approved uses as referenced in the Master Plan and the Development Code in effect at the time of master plan approval, and property development standards and City ordinances, unless specifically approved as a waiver, the most restrictive shall prevail.
30. Developer shall conform with the multifamily provisions of Title 19 with a maximum build-out of 370 multifamily and 680 single-family dwelling units.
31. Approval does not endorse the site plan, uses or exhibits presented in support of this application.

32. Applicant shall submit two detailed private park plans for the Parks and Recreation Advisory Board, Planning Commission, and City Council approval. This condition is not a waiver of the park construction tax, which shall be collected from the individual homebuilders within the project. Specific improvements and timing for installation shall be determined as part of a park agreement.
33. Applicant shall comply with the current design standards for the development of all the RM-8-H zoned parcels to be consistent with the Hillside Ordinance and the adopted MacDonald Highlands Master Plan Design Guidelines.
34. All private open space, landscaped areas within private rights-of-way, landscaping along public or private rights-of-way and landscaping within drainage channels (arroyos) and slope easements shall be installed by the developer and maintained by the Property Owners Association unless otherwise approved by City Council. Water conservation shall be a primary design element in the planning, design and construction of landscaped projects.
35. The developer shall submit revised design guidelines (book form) for City Council approval. Any amendments to the guidelines that are determined to be minor by Community Development may be revised at staff level.
36. Each subdivision approved shall be credited with common usable open space from the development of the two proposed private park sites and trails to be provided by the master development. Each subdivision approved as a planned unit development shall attempt to provide the minimum amount of common usable open space within the physical boundaries of, or immediately adjacent to, the subdivision. Private open space improvements shall be determined through the approved development standards and design guidelines for the entire Master Plan Overlay District.
37. The applicant shall work with staff to determine unit counts and that the percent of land disturbance is in accordance with the Hillside Ordinance, not only for the overall master plan but also on a planning area by planning area basis. If transfer of units and disturbance is proposed, applicant shall provide information on the sending and receiving planning areas to demonstrate that the site disturbance and unit counts balance for the overall master plan. Prior to any additional master plan amendments or subdividing any planning area, the applicant shall submit a Hillside Development Plan, which is subject to review and approval per Section 19.5.9.D.25 of the Development Code.
38. Planning Area 1 shall be permitted a maximum of 67 units; Planning Area 18 shall be permitted a maximum 150 units; and Planning Area 18A shall be permitted a maximum of 144 dwelling units. (Amended A-12)
39. Prior to issuance of building permits, applicant shall receive design review approval for Parcel 18A.
40. Total master plan site disturbance is limited to 713 acres. (Added A-12)
41. Parcel 20 shall be permitted a maximum of 236 dwelling units.

WAIVERS

a. Reduce front-yard setback to 14 feet for side-loaded garages and living areas of the house for Planning Areas 11 and 17.
b. Allow maximum building height of 59 feet for Parcel 18A.
c. Allow maximum cul-de-sac length of 2,530 feet for Parcel 18A.
d. Allow gated streets for Parcel 18A.

e. Allow Buildings 23 and 24 to be constructed within the sensitive ridgeline.
f. Allow two kitchens within a dwelling unit. (A-12)
g. Allow a maximum combined casita (guesthouse) area, with multiple structures allowed, of up to 25 percent of the gross living area of the primary residence. (A-12)
h. Allow a maximum cut height of 63 feet, a maximum fill height of 66 feet, and no maximum cut/fill length for Planning Areas 18 and 20. (A-12)
i. Allow fully vertical cut slopes with no additional stabilization in areas approved by a geotechnical report; allow 2-to-1 fills in areas approved by a geotechnical report. (A-12)
j. Allow natural undisturbed areas to include areas of disturbance with revegetation and vamishing. (A-12)
k. Allow rockery walls a maximum height of 18 feet, with horizontal offsets to be determined by the geotechnical and structural engineers. (A-12)
l. Allow a reduced curve radius of 50 feet within a modified knuckle. (A-12)
m. Allow 12 percent maximum grade for all roadways within 50 feet of a house. (A-12)
n. Allow streetlights to be placed only at intersections. (A-12)
o. Allow a minimum of 125 feet between intersections, measured centerline-to-centerline. (A-12)
p. Allow 26 dwelling lots/dwelling units to be constructed within the sensitive ridgeline setback.
q. The maximum height of the cuts and fills shall not exceed 56 feet on the cut height and 48 feet on the fill height as shown on the grading plan. The maximum Cut/Fill length shall not exceed 950 feet. (A13)
r. The minimum centerline radius for roadways shall be 140 feet without super elevation. (A13)
s. Allow a maximum fill height (depth) of 85 feet for the school site.
t. Allow a private street section of 29 feet back-of-curbs without the 6.5-foot aprons for Planning Areas 18 and 20, and a public street section of 37 feet back-of-curbs without the 4-foot aprons to access the school site.

TMA-12-500316

PUBLIC WORKS DEPARTMENT CONDITIONS

1. The acceptance or approval of this item does not authorize or entitle the applicant to construct the project referred to in such application or to receive further development approvals, grading permits or building permits.
2. Applicant must apply and receive approval to vacate unnecessary rights-of-way and/or easements per Public Works' requirements and provide proof of vacation prior to approval Final Map.
3. Applicant shall revise Civil Improvement Plans per Public Works' requirements.

COMMUNITY DEVELOPMENT DEPARTMENT CONDITIONS

4. Approval of this application requires the applicant to comply with all Code requirements not specifically listed as a condition of approval but required by Title 19 of the Henderson Municipal Code, compliance with all plans and exhibits presented and amended as part of the final approval, and compliance with all additional items required to fulfill conditions of approval.
5. Approval of this tentative map shall be for a period of four years from the effective date of approval.
6. Prior to issuance of a building permit for homes, the applicant shall submit to Community Development and Neighborhood Services a copy of the Owner's Association's (i.e., Homeowners Association or Landscape Maintenance Association) articles of incorporation to include association name, officers, addresses, and resident agent (if applicable).
7. All grading and construction/staging activity must remain completely on-site, or will require the approval of any and all affected adjacent property owner(s).

Tedie Jackson, Minutes Clerk

A copy of this Notice of Final Action has been filed with Sabrina Mercadante, City Clerk, in the Office of the City Clerk, and sent to each applicant listed on the application for the above-referenced item on this 6th day of December, 2012.

RESOLUTION NO. 4066
(CPA-08-520010-A11 – MacDonald Highlands - Golf Hole 9)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, NEVADA, TO AMEND THE LAND USE POLICY PLAN OF THE CITY OF HENDERSON COMPREHENSIVE PLAN FOR THE PURPOSE OF CHANGING THE LAND USE DESIGNATION OF THAT CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF HENDERSON, NEVADA, DESCRIBED AS A PARCEL OF LAND CONTAINING 0.34 ACRES, MORE OR LESS, AND FURTHER DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 62 EAST, M.D.B. & M., CLARK COUNTY, NEVADA, LOCATED WITHIN THE MACDONALD HIGHLANDS MASTER PLAN, OFF MACDONALD RANCH DRIVE AND STEPHANIE STREET, IN THE MACDONALD RANCH PLANNING AREA, FROM PS (PUBLIC/SEMIPUBLIC) TO VLDR (VERY LOW-DENSITY RESIDENTIAL).

WHEREAS, MacDonald Properties has made application to have the land use designations of that certain land consisting of 0.34 acres, more or less, in the City of Henderson, Clark County, Nevada, described as:

Being a portion of Lot 55-1 of Final Map of MacDonald Highlands Planning Area 3 as shown per Book 136, page 21 of Plats, Clark County, Nevada, located in the Northwest Quarter (NW ¼) of Section 27, Township 22 South, Range 62 East, M.D M., in the City of Henderson, County of Clark, State of Nevada, more particularly described as follows:

Commencing at the centerline intersection of MacDonald Ranch Drive and Stephanie Street as shown per Book 92, page 100 of Plats, Clark County, Nevada;

Thence along the centerline of said Stephanie Street, North 04°03'35" East, 389 11 feet;

Thence departing said line, North 85°56'25" West, 40 00 feet, said point being the northeast corner of the exterior boundary line of "The Foothills at MacDonald Ranch, Lot 10" A.K.A., Planning Area 10" as per map recorded in Book 92, Page 100 of Plats;

Thence along the northerly exterior boundary line of said Book 92, page 100 of Plats, South 81°15'00" West, 20.51 feet to the POINT OF BEGINNING;

Thence along said line the following two (2) courses:

South 81°15'00" West, 106.47 feet;

Thence North 62°21'00" West, 73 00 feet;

Thence departing said line, North 36°04'33" East, 65.60 feet;

Thence North 80°02'19" East, 41.47 feet;

Thence North 68°55'54" East, 29.88 feet;

Thence North 46°00'15" East, 56.90 feet to a point on a curve to which a radial line bears, South 65°17'22" West,

Thence southeasterly, along the arc of a curve to the left, concave northeasterly, having a radius of 155.00 feet, through a central angle of 16°00' 58", an arc distance of 43.33 feet to a point on a curve to which a radial line bears, North 49°16'24" East;

Thence southerly, along the arc of a curve to the right, concave westerly, having a radius of 644.00 feet, through a central angle of 07°00' 16", an arc distance of 78 24 feet;

Thence South 04°03'35" West, 13 64 feet to the northerly line of the exterior boundary line of said Book 92, page 100 of Plats, said point being the POINT OF BEGINNING,

and as depicted in Exhibit A attached hereto, consisting of one page (the "Land"), changed from PS (Public/Semipublic) to VLDR (Very Low-Density Residential); and

WHEREAS, in accordance with Nevada Revised Statutes, the City of Henderson, Nevada, has deemed it necessary to amend the Land Use Policy Plan for the purpose of changing the land use designations, which, if implemented, would affect territory within Henderson's jurisdiction; and

WHEREAS, the Henderson Planning Commission has conducted the appropriate public hearing, received public comment, duly deliberated the proposal, and recommends approval of the Land Use Plan amendment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Henderson, Nevada, that the Land Use Policy Plan amendment be approved, and that the Policy Plan be revised to reflect the change in land use for the Land from PS (Public/Semipublic) to VLDR (Very Low-Density Residential).

PASSED, ADOPTED, AND APPROVED THIS 4th DAY OF DECEMBER, 2012, BY THE FOLLOWING ROLL-CALL VOTE OF COUNCIL

Those voting aye: Andy Hafen, Mayor
Councilmembers:
Debra March
John F. Marz
Gerri Schroder

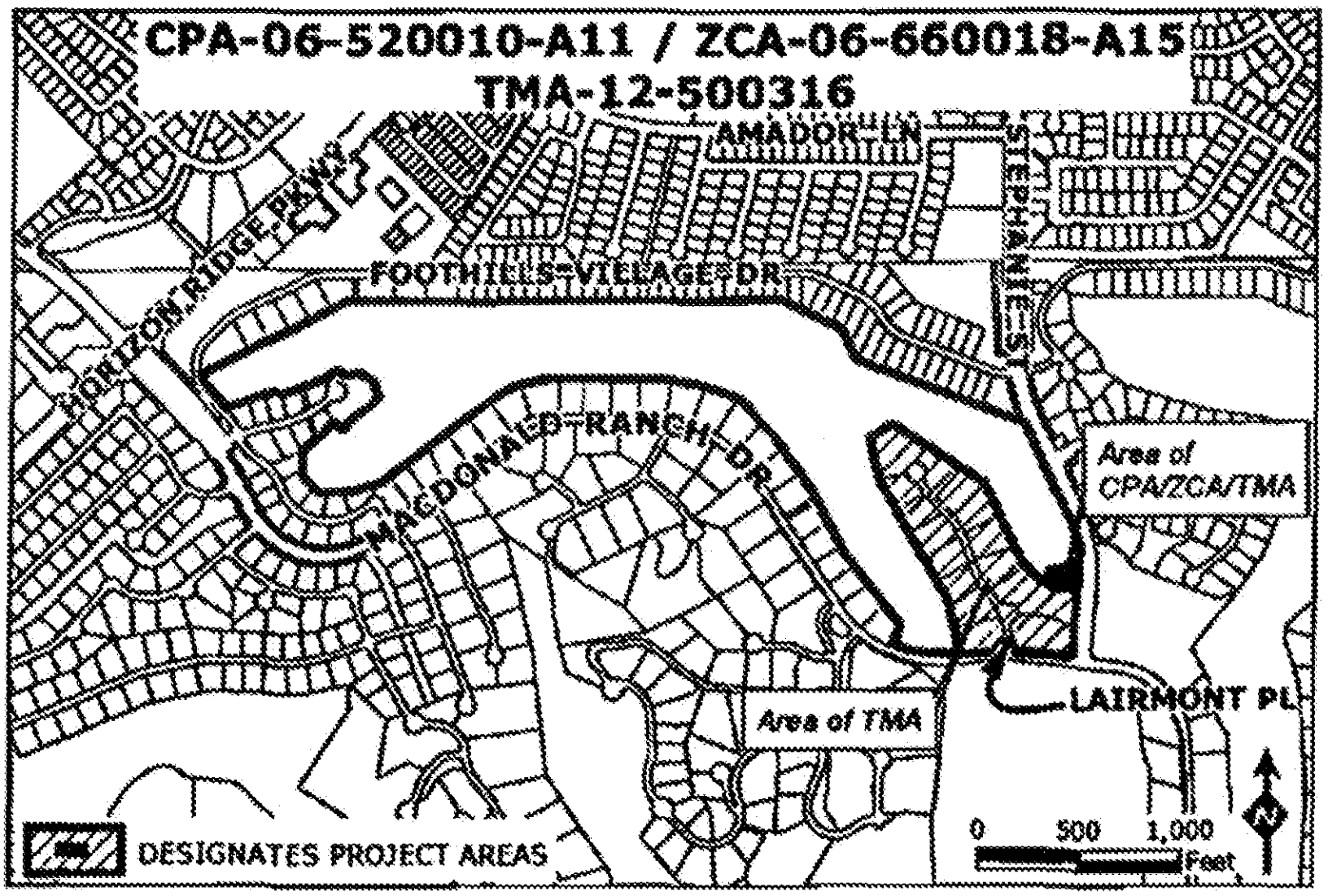
Those voting nay: None
Those abstaining: None
Those absent: Sam Bateman

Andy Hafen, Mayor

ATTEST

Sabrina Mercadante, MMC, City Clerk

EXHIBIT A
CPA-06-520010-A11 – MacDonald Highlands (Golf Hole 9)



Case No. 69399 c/w 70478

IN THE SUPREME COURT OF NEVADA

FREDERIC AND BARBARA ROSENBERG LIVING TRUST, Appellant/Cross-Respondent, vs. MACDONALD HIGHLANDS REALTY, LLC, a Nevada Limited Liability Company; MICHAEL DOIRON, an Individual; and FHP VENTURES, a Nevada Limited Partnership, Respondent/Cross-Appellants.	Electronically Filed Oct 12 2016 11:54 a.m. Elizabeth A. Brown Clerk of Supreme Court
FREDERIC AND BARBARA ROSENBERG LIVING TRUST, Appellant, vs. SHAHIN SHANE MALEK, Respondent.	

APPEAL

from the Eighth Judicial District Court, Clark County
The Honorable KENNETH CORY, District Judge
District Court Case No. District Court Case No. A-13-689113-C

JOINT APPENDIX VOLUME 5

Respectfully submitted by:

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593

KAREN HANKS, ESQ.
Nevada Bar No. 9578

KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, NV 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Frederic and Barbara Rosenberg Living Trust

Docket 69399 Document 2016-31804

ALPHABETICAL INDEX

Vol.	Tab	Date Filed	Document	Bates Number
1	5	10/29/13	Affidavit of Service - Michael Doiron	JA_0031
1	3	10/24/13	Affidavit of Service - Shahin Shane Malek	JA_0025
1	2	10/24/13	Affidavit of Service - BAC Home Loans Servicing, LP	JA_0022
1	16	1/16/15	Affidavit of Service – Foothill Partners	JA_0114
1	15	1/16/15	Affidavit of Service – Foothills at MacDonald Ranch Master Association	JA_0112
1	14	1/16/15	Affidavit of Service – Paul Bykowski	JA_0110
1	4	10/24/13	Affidavit of Service - Real Properties Management Group, Inc.	JA_0028
1	13	1/12/15	Amended Complaint	JA_0089
2/3	22	4/16/15	Appendix of Exhibits to Motion for Summary Judgment	JA_0229
8/9/10/11	37	6/22/15	Appendix of Exhibits to Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1646
1	6	12/30/13	Bank of America N. A.'s Answer to Plaintiff's Complaint	JA_0034
12	42	7/28/15	Bank of America N.A.'s Answer to First Amended Complaint	JA_2439
8	34	6/19/15	Bank of America N.A.'s Opposition to Motion to Amend to Conform to Evidence and Countermotion for Dismissal	JA_1620
1	1	9/23/13	Complaint	JA_0001
7	30	5/11/15	Errata to Motion for Summary Judgment	JA_1497

12	44	8/13/15	Findings of Fact and Conclusions of Law, and Judgement Regarding MacDonald Highlands Realty, Michael Doiron, and FHP Ventures' Motion for Summary Judgment	JA_2476
1	11	3/20/14	Frederic and Barbara Rosenberg Living Trust's Answer to Shahin Shane Malek's Counterclaim	JA_0081
1	19	4/16/15	Frederic and Barbara Rosenberg Living Trust's Motion for Summary Judgment Against Shahin Shane Malek	JA_0139
6	25	5/4/15	Frederic and Barbara Rosenberg Living Trust's Opposition to MacDonald Realty, Michael Dorion, and FHP Ventures' Motion for Summary Judgment	JA_1124
6/7	26	5/4/15	Frederic and Barbara Rosenberg Living Trust's Opposition to Shahin Shane Malek's Motion for Summary Judgment	JA_1215
7	29	5/11/15	Frederic and Barbara Rosenberg Living Trust's Reply to Malek's Opposition to Motion for Summary Judgment	JA_1486
7	27	5/4/15	Frederic and Barbara Rosenberg Living Trust's Response to Malek's Statement of Undisputed Facts	JA_1369
1	9	1/28/14	MacDonald Highland Reality's Answer to Plaintiff's Complaint	JA_0060
1	18	2/2/15	MacDonald Highland's and Michael Doriron's Answer to Amended Complaint	JA_0126
1	20	4/16/15	MacDonald Highlands Motion for Summary Judgment	JA_0175
13	55	12/11/15	MacDonald Highlands Realty, LLC, Michael Doiron and FHP Ventures Notice of Cross-Appeal	JA_2805

8	35	6/22/15	MacDonald Highlands' Opposition to Motion to Amend Complaint to Conform to Evidence	JA_1627
12/13	47	9/2/15	Motion for Attorney's Fees and Costs	JA_2526
7/8	33	6/3/15	Motion to Amend Complaint to Conform to Evidence	JA_1553
13	54	12/9/15	Notice of Appeal	JA_2801
13	62	5/23/16	Notice of Appeal	JA_2854
12	45	8/13/15	Notice of Entry of Findings of Fact, Conclusions of Law and Judgement	JA_2489
13	57	1/20/16	Notice of Entry of Order	JA_2817
1	8	1/13/14	Notice of Entry of Order Dismissing Dragonridge Golf Club, Inc. and MacDonald Properties, LTD.	JA_0055
13	51	11/10/15	Notice of Entry of Order Granting (1) Motion for Attorney's Fees and Costs (2) Motion to Re- Tax Costs	JA_2778
13	52	11/10/15	Notice of Entry of Order Granting Motion for Certification	JA_2784
12	46	8/20/15	Notice of Entry of Order on Malek's Motion for Summary Judgment	JA_2504
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MR. GUNNERSON: Correct.

MR. KEMBLE: Thanks.

MR. GUNNERSON: Thank you.

(Defendants' Exhibit C was marked for identification.)

MR. GUNNERSON: I'm handing you what we've marked as Exhibit C. And it appears to be a recorded document. I'm going to represent that I'm also going to attach to the deposition transcript the document you brought, which is Exhibit D. And I'm going to allow counsel to just take a look at it, if you would, and see if you have any objection to just using your Exhibit C as we discuss this document. And they'll both be in the record, if you want it afterwards. So we'll just give them a moment to look at that.

MR. DEVOY: I have no objections.

(Defendants' Exhibit D was marked for identification.)

BY MR. GUNNERSON:

Q. I'm also handing you what has been marked as Exhibit D. We'll talk about those in a second.

After the city council has approved a zoning change, what happens next?

A. The -- they will create what we call our annotated agenda. So if the -- this particular item was on the

December 4th agenda, it was approved by council. The clerk's office will prepare an agenda with all of the approvals on it. That comes to our department. Let me -- let me backtrack. In this case, like I said, it takes two meeting for a zone change to be approved. It's after the second meeting we get that information. And then we start creating the information -- the -- the map for that.

Q. You said two meetings. The first meeting, if I remember correct, is that the planning commission meeting?

A. No. It takes a planning commission meeting, and it takes two council meetings to adopt an ordinance.

Q. And in this case, at some point there is something recorded with the recorder's office, correct?

A. Correct.

Q. Is that the document I've marked as Exhibits C and D?

A. Yes, it is.

Q. Is that document recorded after both city council meetings have occurred?

A. Yes, it is.

Q. Do you know if this Notice of Henderson City Council Final Action that I provided to you as Exhibit B, if that's the result of two city council meetings or one? Is there any way for you to be able to tell?

A. This is the one after the first meeting.

Q. After the first meeting?

A. Yes.

Q. Then after this first meeting, there would have been a second meeting?

A. That's correct.

Q. And then if the second meeting, there was an approval finalized, then it would result in the recorded documents that we have as C and D?

A. That's correct.

Q. After the document that we've marked as C and D is recorded, what then does the City of Henderson do to update the zoning maps?

A. Once we receive the -- we actually get the annotated agenda after the second council meeting. And our -- we put it in line for updating of the maps. We update our maps on a monthly basis. And it typically takes us about 30 days to update our zoning map.

MS. HANKS: I'm sorry. I didn't hear that answer. How many days?

THE WITNESS: It takes about 30 days to update the zoning map, typically.

BY MR. GUNNERSON:

Q. When you say "update the zoning map," what zoning map is updated? Is that a physical map? Is that a map on a computer? What maps are updated in that 30 days?

A. We take the -- the data of the lot that was created -- or -- or the zoning that was created, and we place the zoning on that in our GIS System, and then we print out a physical map. We put that physical map at our front counter for sale. And then we also supply that map to our IT Department for placing it onto our -- on our website.

Q. So just to make sure I'm clear. You update it in GIS?

A. Correct.

Q. Do you know what GIS stands for?

A. Geographic Information Systems.

Q. Is that an internal system or is that an online system at that point?

A. It's an internal system at that point.

Q. So you update it in your internal GIS System?

A. That's correct.

Q. It then becomes a physical map?

A. That's correct.

Q. And then the IT Department takes that physical map and updates the online version of the zoning map; is that correct?

A. That's correct. And we have two versions of what you consider online zoning. We have the -- the printable map that you can print out and see the zoning. Or we have our interactive system. And those are both updated after we

create the -- the permanent physical map.

Q. So previously you said that you update the maps within 30 days. Would that include -- are the zoning maps that are available as printable maps or interactive maps on the website, are those also updated within that 30 days?

A. We have 30 days to update our physical map.

Q. Okay.

A. And then once we update the physical map, we provide that to our IT Department to put on the website, both on the interactive map and the printable map. And sometimes that process takes one to two weeks --

Q. Okay.

A. -- depending on work load.

Q. Does it ever take longer than two weeks, to your recollection?

A. I don't know that.

Q. But you're saying normally it takes one to two weeks?

A. That's correct.

Q. And this process we've discussed, is that the process that happens today in 2015?

A. Yes.

Q. Is that the same process, the one that we've been discussing, was that the same process at the beginning of 2013?

A. Yes.

Q. Do you know if the City of Henderson's website has changed at all regarding zoning maps in the last two years?

A. Are you talking about process or actual website itself?

Q. Process of accessing zoning maps through the website.

A. I don't know for sure.

Q. Okay.

A. I don't believe so, but I don't know for sure.

Q. You're not aware of any changes that have occurred?

A. I am not aware, no.

Q. Have you personally been on the Henderson's city website and accessed zoning maps online?

A. Yes.

Q. And you did that also in 2013; is that correct?

A. Yes.

Q. If you were to get on the internet right now, how long would you say it would take you to access a zoning map of a particular property in the City of Henderson?

A. Maybe five minutes.

Q. Would you say that's short end or the long end of that time?

A. I would say that's probably the long -- the long

end.

Q. You could do it quicker than five minutes; is that correct?

A. I could do it quicker, yes.

Q. And if you access the zoning maps on the website, is it initially like a map of the entire zoning for the entire City of Henderson?

A. When you go on our interactive website, yes, that's -- that's the first screen you see is the entire City of Henderson. You have to zoom into the parcel that you're looking for.

Q. But you can do that with the online function of the website, zoom in and look at a particular property --

A. Yes, you can.

Q. -- is that correct?

A. That's correct.

Q. We have talked a little bit about the particular zoning change at issue here, which we identified through Exhibit B as the zoning change ZCA-06-660018-A15, pertaining to property adjacent to the Ninth Hole Golf Course at MacDonald Highlands, correct?

A. Correct.

Q. As it pertains to that property specifically, is it your understanding that that final zoning ordinance change was ultimately recorded with the recorder's office?

A. Yes.

Q. And is that document, to your understanding, memorialized in Exhibit C and D that are in front of you?

A. Yes, it is.

Q. So particularly in this case then, when would the physical maps pertaining to the zoning change have been updated?

A. We updated the physical maps on this particular item on January 24th.

Q. What year was that?

A. 2013.

Q. After those physical maps were updated, as you stated previously, the process would have been to send them to the IT Department, correct?

A. That's correct.

Q. Do you know when the website was updated to incorporate those zoning changes?

A. I do not know.

Q. Do you have an approximate timeline as to when they were updated?

A. Approximately the typical process. Approximately, one to two weeks.

Q. Are you aware if it's ever taken longer than a month to update the website after physical maps have been changed?

A. I am not aware.

Q. Do you know if there's anybody at the City of Henderson who knows the exact date as to which those maps would have been updated online?

A. I don't know who that would be.

Q. As the planning manager of the City of Henderson, what is the longest amount of time you're aware it has taken to update zoning changes online once the physical map has been updated?

A. That's not something I prepared for. I don't know.

Q. But in your personal knowledge as someone who's worked on zoning changes, do you have an estimate of the amount of time which is the longest amount of time you understand it's taken to update those?

A. I -- I don't. I looked at our typical process. I thought that's what we were asked to do.

MR. KEMBLE: He just asked in your personal.

THE WITNESS: Okay. Yeah. I'm sorry. I don't. I don't know.

BY MR. GUNNERSON:

Q. So you had mentioned before that it takes one to two weeks to your understanding, correct?

A. For a map to be -- once we submit it to IT Department for a map to be online, yes, one to two weeks.

Q. Where did that one to two weeks come from?

A. In talking with our GIS Department, in their experience, it takes -- it's usually faster. But two weeks is kind of the outside. So I guess that would be the answer to your question. Two weeks is typically the longest.

Q. So even though you have not found anything that shows exactly when this particular zoning change was updated on the maps, in speaking with your GIS experts, they have indicated that the outside frame as to when this is usually updated on the website is two weeks; is that correct?

A. That's correct, yes.

Q. So if the physical maps were updated on January 24th, 2013, two weeks following would have been sometime in mid February 2013, correct?

A. That's correct.

Q. So based upon your discussion with your GIS experts and your knowledge as the planning manager, these maps were more than likely available online in March 2013, correct?

A. Correct.

(Defendants' Exhibit E was marked for identification.)

BY MR. GUNNERSON:

Q. I'm handing you what I've marked as Exhibit E. What it is is it's a handful of screen shots from the

computer. And I will represent to you that I went online last night, and I took some screen shots of the process I went through to get online and look up a zoning map. And just want to understand if this -- one of the processes you're aware of is how a person can access the zoning map. So we'll just go through each page.

The first page I typed in City of Henderson zoning. And it came up with these items, these Google Search responses.

In glancing at those, are you able to tell if any of those would get me headed in the right direction for finding zoning maps online?

A. Yes.

MS. HANKS: I'm sorry, Counsel. Did you attach those as an exhibit?

MR. GUNNERSON: I did. Exhibit E.

MS. HANKS: I'm just going to object to the authenticity. But go on.

THE WITNESS: Yes.

BY MR. GUNNERSON:

Q. Which of those items that come up would head me in the direction of finding zoning maps in the City of Henderson?

A. The first item.

Q. Would the second item head me in that direction as

well?

A. I believe so, yes.

Q. If we go to the next page, I will represent to you I clicked on the second item. If I clicked on that second item, does this appear to you to be the page that would come up?

A. Yes.

Q. In fact, if you look at the second item on that first page, it gives a web address www.cityofhenderson.com/gis/home. Do you see that?

A. Yes, I do.

Q. And if you look up at the top of that second page, it also gives a web address. Is that the same web address?

A. Yes.

Q. And you had stated earlier, you said that you could interact on the team zoning maps either by way of interactive maps or printable maps, correct?

A. That's correct.

Q. And I see that there are two buttons or two boxes in purple on the right side of that page. Do you see those?

A. I do.

Q. And one is entitled interactive maps and one is titled printable maps. Do you see those?

A. Yes, I do.

Q. Are those the buttons that you were indicating a

person could -- or place a person could go to view those maps?

A. Yes.

Q. And your understanding this is what the Geographic Information Services page looks like at the City of Henderson website, correct?

A. Yes. I would -- I haven't been to this particular website. But yes, this is what our Henderson website looks like.

Q. I will represent to you that I actually clicked on interactive maps. Do you see that?

A. I do.

Q. And it brought me to the next page.

Have you ever been on the Geographic Information Services interactive maps page before?

A. Yes.

Q. Does this appear to be what a person would see if they clicked onto that page?

A. It does. Yes.

Q. And I notice that we see the bottom of this web page appears to be cut off. Is that because a person can scroll down to access more --

A. That's correct.

Q. -- information?

A. Yes.

Q. I will represent to you I did scroll down, as you can see from the scroll bar on the right. It's all the way at the top of this page you've been looking at.

If you go to the next page, it's scrolled down about halfway down; do you see that?

A. Yes.

Q. And as it scrolls down, there's a part there that -- on the bottom right-hand corner that says zoning and future land use. Do you see that?

A. Yes, I do.

Q. In fact, it appears my computer had some trouble bringing up the picture right above those words. Do you see that?

A. Yes.

Q. Is this where I would go to then access the interactive zoning maps?

A. Yes. It's one of the spots, yes.

Q. One of the spots. Like you said, there are multiple places a person can go to access these zoning maps online --

A. Correct.

Q. -- correct?

I will represent to you I actually clicked on the zoning and future land use button, and it took me to the next page.

Have you ever seen this page online before with the City of Henderson website?

A. Yes.

Q. And what is it?

A. This is the overall outline of the City of Henderson's jurisdictional boundary that contains the zoning.

Q. And obviously looking at this, it's difficult to see any specific zoning for any specific properties, correct?

A. Correct.

Q. So if I wanted to look at specific properties, what would I need to do?

A. The -- up in the top right-hand corner, there's a pair of binoculars. It says search. You would click on that. And that would bring up several options of ways to search.

Q. Okay.

A. If you had the parcel number, the address, cross streets, that sort of thing. Or using the -- if you knew exactly where it was, you could use the wheel on your mouse and zoom in on that particular location.

Q. If you turn to the second to last page of this, I represent to you that I used the wheel on my mouse and zoomed into the area I knew was at issue in this litigation.

In preparing for your deposition today, did you review any maps of the properties in question?

A. Yes, I did.

Q. Do you see anywhere on this map that I provided to you on the second to last page of Exhibit E what property was in question?

A. Yes, I do.

Q. Is it identified anywhere specifically on this map? Or is there any way for you to identify it?

A. I could point to it.

Q. Why don't I have you circle it with a pen.

Okay. Thank you.

So you have circled a property on this that includes -- it looks like a piece of yellow that jets out into the green; is that correct?

A. That's correct.

Q. Let me ask you this. If I went to the City of Henderson and looked at their physical maps, after January 24th, 2013, is this the zoning I would have seen on the physical maps at the City of Henderson?

A. Yes.

Q. And if what your GIS experts tell you is correct and that the website was updated within two weeks of the physical maps being updated, if I had gone online in March of 2013, is this the zoning I would have seen as it pertains

to the properties you've circled?

A. Yes.

Q. If you go to the last page, I notice that there is a function at the top of the page that says "base map aerial photo." Do you see that?

A. I do.

Q. Is that a sliding button that you can slide back and forth?

A. It is.

Q. And so in this case, I've slidden it more towards aerial photo instead of base map. And what happens when I slide it -- or when a person slides towards the aerial photo?

A. The color tends to fade and you get the actual aerial photo.

Q. So if I'm concerned at all as to whether or not I have the right location, based solely on the base map, I can use that function to actually see the properties to get my bearings straight to understand that I'm looking at the correct property; is that correct?

A. Yes.

Q. Or as you said before, a person could go into the search function and actually type in the address, or you said like the APN number --

A. That's correct.

Q. -- or other identifying information; is that correct?

A. Yes, that is correct.

MS. WINSLOW REPORTER: You said it's the APN number?

MR. GUNNERSON: I think actually it's Assessor's Parcel Number. And if you say APN number, you're actually stating number twice, but...

THE WITNESS: Right. That's correct.

MR. GUNNERSON: But we'll stick with that.

I have no further questions. I pass the witness.

MS. HANKS: Can we take a quick bathroom break?

MR. GUNNERSON: Sure.

(A short recess was taken.)

EXAMINATION

BY MS. HANKS:

Q. You indicated that after the City of Henderson receives the application for rezoning, sometimes comments are sent back to the applicant. Can you elaborate on that? What type of comments might get sent back to the applicant?

A. We may have questions about the physical map that they filed. We might need more information that would create a more clear picture for our planning commission. We -- we -- typically in these cases, we ask for a map or an exhibit that shows existing zoning versus proposed zoning.

Q. Meaning, would you erase what was updated on the system?

A. No. Because the zoning was approved. And so the zoning would still show the shape of what we were -- we provided during that process.

Q. How about the recordation of the final map? Does the applicant get notice of that from the City of Henderson?

A. We don't notice on recordation of a final map. The applicant submits the final map, and they're the ones that record it. They provide the recordation to us.

Q. So they obviously would know because they would have recorded it?

A. I would assume, yes.

MS. HANKS: I have nothing further at this time.

EXAMINATION

BY MR. DEVOY:

Q. I'm J. DeVoy. I just have a few questions to followup on a few things that came up today.

You had mentioned previously that the zoning map for APN -- I have to get it in front of me so I can speak specifically about it. The zoning map for APN:178-28-520-001 had been updated on January 24th, 2013, correct?

A. Correct.

Q. Do you know of any delay between when that

information is submitted to GIS and when new maps are available at the front counter at the City of Henderson City Hall?

A. In this particular instance, do I know of any delay?

Q. In general.

A. In general? I'm not sure I understand the question. I think what you're asking is after we produce the -- the physical map, which is the -- the physical map of the zoning, when that goes -- that goes directly to our front counter.

Q. Correct.

A. And then we -- at the same time, we submit that information to our IT Department to put online.

Q. Correct.

I'm asking if there's a time between January 24th, in this case, and the time when it became available at the front desk of the City of Henderson, because they had to go to printing or if there was some other reason why there was a delay between the 24th and when the maps were ultimately available.

A. I don't believe there was a delay, but -- but I'm not sure. You know, typically they -- the dates that we mark when we updated our information, we print them out right then, take them to the front counter.

Q. So it's instantaneous?

A. It is.

Q. Thank you.

Now, you had also discussed the hearing process regarding planning meetings and city council meetings regarding zoning changes.

Are you aware of instances where people have tried to communicate directly with the planning department about zoning changes?

A. Yes.

Q. Were there any such communications in the case of the rezoning for APN:178-28-520-001?

A. I did look at the staff report in the -- in the back of documentation for that specifically to see who received notices. And then the process is when we send out our public hearing notices, we send them out on yellow cards. And on that yellow card, it goes to whoever is the owner of that property. And they can write -- there's check boxes, I support I oppose. We had two of those yellow cards submitted back to us and both of those were in support.

Q. Do you recall receiving any communication opposing the change to the zoning for this lot?

A. No.

Q. Do you recall at any time between January 1st and say July 1st, 2013, whether you or anyone at the planning

department had any communication with Barbara Rosenberg?

A. Not that I'm aware of. I -- I did not.

Q. Do you recall if you or anyone at the planning department for the same time period, between January 1st, and July 1st, 2013, received any communication from David Rosenberg?

A. Not that I recall, no.

Q. And basically the same question. Do you know if you or anyone at the planning department had any communication from Fredric Rosenberg from January 1st to July 1st, 2013?

A. No.

MR. DEVOY: I have nothing further.

FURTHER EXAMINATION

BY MR. GUNNERSON:

Q. I have one followup question.

Again, Spencer Gunnerson.

When the map is available -- you've talked about it being available up front at the front desk.

Just to confirm, I don't know if we got this in the record yet.

Once it's at the front desk, it's available to anyone who walks in and wants to view it, correct?

A. That's correct.

MR. GUNNERSON: I have nothing further.

REPORTER'S CERTIFICATE

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

I, Johanna Vorce, Certified Court Reporter, do hereby certify:

That I reported the taking of the deposition of the witness, MICHAEL TASSI, commencing on Thursday, February 5, 2015, at 10:26 a.m.

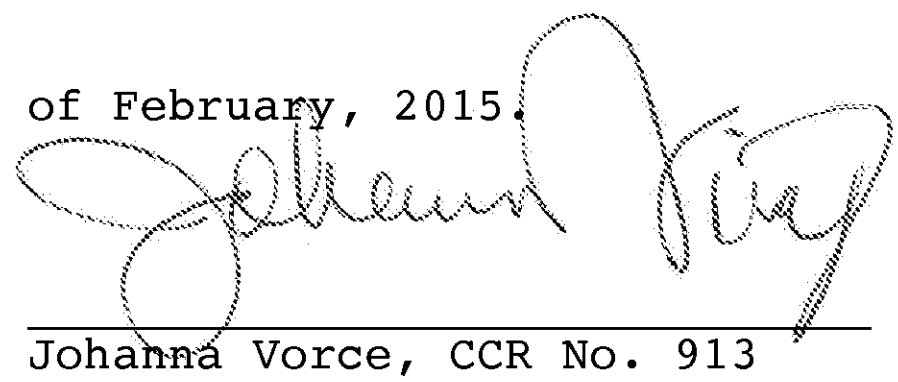
That prior to being examined, the witness was by me duly sworn to testify to the truth.

That I thereafter transcribed my shorthand notes, and the typewritten transcript of said deposition is a complete, true, and accurate transcription of said shorthand notes.

That a request has been made to review the transcript.

I further certify that I am not a relative or employee of an attorney or counsel of any party involved in said action, nor a relative or employee of the parties involved, nor a person financially interested in said action.

Dated this 19th day of February, 2015.



Johanna Vorce, CCR No. 913

DISTRICT COURT

CLARK COUNTY, NEVADA

THE FREDRIC AND BARBARA ROSENBERG LIVING TRUST, Plaintiff, vs. BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SAHAHIN SHANE MALEK, an individual; PAUL BYKOWSKI, an individual; THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION, a Nevada limited Liability company; THE FOOTHILLS PARTNERS, a Limited Partnerships; DOES I through X; and ROE CORPORATIONS I through X, inclusive Defendants.	CERTIFIED TRANSCRIPT CASE NO. A-13-689113-C

DEPOSITION OF PAUL BYKOWSKI

Taken at the Law Offices of
Howard Kim & Associates
1055 Whitney Ranch Drive
Suite 110
Henderson, Nevada 89014

Tuesday, February 3, 2015
8:57 a.m.

Reported by: Angela Campagna, CCR #495

APPEARANCES:

For the Plaintiff:
KAREN L. HANKS, ESQ.
MELISSA BARISHMAN, ESQ.
Howard Kim & Associates
1055 Whitney Ranch Drive
Suite 110
Henderson, Nevada 89014
Karen@hkimlaw.com

For Sahahin Shane Malek:
JAY DEVOY, ESQ.
The Firm, P.C.
200 East Charleston Blvd.
Las Vegas, Nevada 89104
Jay@thefirm-lv.com

For Bank of America:
STEVEN G. SHEVORSKI, ESQ.
Akerman LLP
1160 Town Center Drive
Suite 330
Las Vegas, Nevada 89144
Steven.shevorski@akerman.com

For MacDonald Highlands Realty, LLC and Michael Doiron:
SPENCER H. GUNNERSON, ESQ.
Kemp, Jones & Coulthard
3800 Howard Hughes Pkwy.
17th Floor
Las Vegas, Nevada 89169
Sgunnerson@kempjones.com

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CERTIFIED QUESTIONS
(NONE)

INFORMATION TO BE SUPPLIED
(NONE)

Whereupon--

PAUL BYKOWSKI,

was called as a witness, and having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. HANKS:

Q. Please state your name for the record.

A. Paul Bykowski.

Q. And, Mr. Bykowski, you're here today as a NRCP 30(b)(6) on behalf of the following entities. The Foothills Partners, DRFH Ventures, LLC, formally known as Dragon Ridge, LLC, FHP Ventures and MacDonald Properties Limited.

Is that your understanding?

A. Yes.

MS. HANKS: Okay. Go ahead and mark that.

MR. GUNNERSON: I'll note there's a couple small alterations we discussed. If it becomes an issue, I'll let you know, otherwise hopefully it won't, and we can move through it.

MS. HANKS: What I was going to do was read through, and so if you wanted to add it, I thought I included everything. But if I missed something...

MR. GUNNERSON: Okay.

(Exhibit 1 marked.)

entities, correct?

MR. GUNNERSON: Objection. Calls for legal conclusion, but you can answer if you know.

THE WITNESS: I can't speak to the exact relationships of the companies, but there is some sort of an umbrella group of companies together.

BY MS. HANKS:

Q. What is that company?

A. I think the Foothills had DRFH as part of the company. I know they -- I don't know the exact technical relationship between the companies, but there is subsidiaries and cross relationships between Foothills and DRFH.

Q. Who would be the best person to know the actual relationship in terms of whether it's a subsidiary?

A. Rich MacDonald.

Q. What is the Design Review Committee?

A. That's the committee that reviews and approves the initial construction within MacDonald Highlands.

Q. And who serves on that committee currently?

A. Myself, Rich MacDonald, and Michael Doiron.

Q. Who served on that committee in 2006?

A. To the best of my knowledge, it was myself, Rich MacDonald, Paula Gibson, and Art Elliott. And I can't recall if Michael was on the committee at that time or not.

Q. What is the purpose of the Design Review Committee?

A. To ensure that the construction within MacDonald Highlands is done in accordance to the design guidelines.

Q. When someone purchases -- and we'll limit it to 2012 and '13.

When someone purchased a vacant property lot in MacDonald Highlands, did they purchase it subject to the CC&R's that we just discussed?

A. Yes.

Q. Did they purchase it subject to the design guidelines?

A. Yes.

Q. Can you turn to page 52 in the CC&R's? Referring to section 13.5, "Easement over resort properties for benefit of association." I'm just going to read the first sentence.

It indicates that "The declarant

complete set of design guidelines that were in effect in 2012, is it your understanding that that's the one that would have gone and governed anyone who was purchasing vacant lots in 2012?

A. To the extent of my knowledge, yes.

Q. And how about 2013? Are these the set of guidelines that would govern any property purchased in 2013 that was vacant?

A. Yes.

Q. Let's turn to -- it's going to be the next page, 1.1. And we're only going to -- we're going to talk about all these pages, but we're going to talk about the sections that are highlighted in yellow and underlined in orange just to kind of help you out.

And I want to draw your attention to the middle paragraph where the sentence begins "additionally, to protect and enhance owner value, a strict set of covenants and guidelines will be carefully monitored by a professionally advised design review committee."

What does that mean to protect and enhance owner value? Can you explain that?

A. I would say that this is describing how this community has --

MR. GUNNERSON: By the way, I'm just going to object to foundation. Go ahead.

THE WITNESS: This community has guidelines to ensure that you can't build just anything as you could in an area that is not under an HOA control. There are architectural guidelines and other restrictions in the guidelines that control the style of architecture and the look of the community which help protect long-term homeowner values.

And, for example, the color section, your neighbor can't paint his house lime green with pink polka dots on it. While in another area in the city, you can paint your house however you want.

So by having a Design Review Committee and having control over the architectural features within the community, you can protect against somebody doing something that will damage your property values because, for example, it might hurt your value if your neighbor paints his house green with pink polka dots.

BY MS. HANKS:

Q. Now, I understand the Design Review Committee is in place to review plans for houses that are going to be constructed on vacant lots,

correct?

A. Yes.

Q. And, also, my understanding is if you want to make any changes to your house after the final approval of the construction of the house is given the to the design committee and go through the HOA; is that right?

A. Yes.

Q. But do the design guidelines still serve as guidelines to owners who already have a constructed house?

A. Yes.

Q. Okay. So, in other words, the guidelines don't just stop working, they are still there, and they are still in force, you just -- if you want approvals for any structures at that point once your house is built and approved by the design committee, it would just go through a different avenue which is the HOA?

A. Correct. Modifications committee. That is set up by the homeowner's association. They use the design guidelines to help them approve or deny applications for changes to the homes.

Q. The last sentence on that page, it spills over to the next page and start with "the

community identity is further enhanced by an 18 hole championship golf course and destination resort."

I'm only concerned with the 18 hole championship golf course of that section. And we've already discussed it. I just want to further clarify that MacDonald Highlands was advertised as a golf course community, correct?

A. Yes.

Q. And that was a big part of MacDonald Highlands', I guess, overall identify community within the valley, correct?

MR. GUNNERSON: Objection. Misstates prior testimony.

THE WITNESS: Yeah. I can't answer that.

BY MS. HANKS:

Q. At least it says it here, "the community identity is the 18 hole championship golf course," that's what the design guidelines says?

A. It says it's further enhanced by an 18 hole championship golf court.

Q. Okay. The identity is further enhanced.

If you go to the second paragraph on page 1.2, I'm going to -- there is a sentence there that I'm going to talk about. I'm going to

start with the beginning of the sentence.

It says "Minimum standards of design arising out of the environmental and climatic needs of the desert provide direction to lot or parcel owners and developers in the planning, design, and construction of their residences or projects to ensure compatibility with the environment, harmonious architectural approaches, and compatibility with adjacent development within the community."

Is that what we were talking about earlier?

MR. GUNNERSON: I think he was lost where you were.

THE WITNESS: Where did you start?

BY MS. HANKS:

Q. It's the second paragraph, the second sentence.

A. Second sentence?

Q. Yes. "Minimum standards." And I read the whole sentence so it was read in context.

A. Oh, it's not highlighted.

Q. Yes. Sorry about that.

A. I was looking at the highlighted. Couldn't find that. Okay. Can you start that

again?

Q. Sure. It says "Minimum standards of design arising out of the environmental and climatic needs of the desert provide direction to lot or parcel owners and developers in the planning design and construction of their residences or projects to ensure compatibility with the environments, harmonious architectural approaches and compatibility with adjacent development within the community."

And my question was going to be, does that paragraph discuss or address what we were talking about earlier, that one of the goals of the design guidelines is to make sure that the houses that are being built in MacDonald Highlands are of the same style so you don't have the one pink house on one lot and another green house on another lot?

A. This is a little different.

Q. What is this paragraph explaining?

A. I think this section of the design guidelines is referring to just the basic standard of desert type homes that are appropriate to be built in a desert type environment, so it's saying the minimum standards. Basically you live in a desert. Desert style homes are appropriate, and

that's kind of the base to start of being compatible within the community. So this is more like you're not going to have a snow cabin next to a dessert home.

It's a minimal requirement saying these are desert appropriate houses as a base point for starting the theme of the community.

Q. Can you turn to page 1.12? At the top of this page it defines "Golf course lot shall mean a residential lot which has a portion of its boundary immediately adjacent to the golf course."

And I'll just stop there. Are you familiar with 590 Lairmont Place?

A. Yes.

Q. Is that considered a golf course lot?

A. Yes.

Q. How about 594 Lairmont Place? Are you familiar with that lot?

A. Is that the Malek owned property next to --

Q. 590, yes.

A. So 590 is the Rosenbergs'?

Q. Yes.

A. 594 is the immediately next to it?

Q. Correct.

the side here of the original 594 that is highlighted in orange. How about the new side portion of the property? What type of fencing does it have to be, either a view wall or a solid wall that's extending into the golf parcel?

A. I believe all of that was approved as the fence or view wall -- or no. View fence. The view wall has the small wall at the bottom of it. I believe the new side is all view fence in the approved plans.

Q. Now, when the new map was drawn to incorporate the golf parcel as part of 594 Lairmont, did the City of Henderson change the classifications of side versus rear?

A. No.

Q. Have you reviewed the plans submitted by Mr. Malek for the residence he intends to build on 594 Lairmont?

A. Yes.

Q. Have they been approved?

A. Yes.

Q. Were there plans submitted that weren't approved?

MR. GUNNERSON: Approved by whom? Are you still talking about the DRC committee?

BY MS. HANKS:

Q. Yes, DRC.

Did he submit any plans that weren't approved and sent back and had to be adjusted?

A. Yes and no.

Q. Can you explain that?

A. We have a submittal process where you turn the schematic set of plans, which is you submit your plans, we make comments, and then you come back with a final set. So the schematic plan set was approved, but it was not final approval. It was approved to go to final. So you get the schematic plan set. You review it. You make comments on it, and you say your schematic set is approved, you need to address this on your final set to get final approval.

So his schematic had changes, so yes. There were changes in your part of the question. But they weren't technically denied, because he was approved to go to the final plan set.

Q. Okay. Was there anything within the plan that you did deny from the schematic?

Is there anything you said, "No, you can't do that. You have to change it to X?"

Anything like that that happened during that design review process with Mr. Malek?

A. Yes.

Q. Can you give me each example of where you told him -- whatever he wanted to do, tell me what he wanted to do and what you said he couldn't do and how he had to change it?

A. There were a few things. The elevation of his home, the finished floor height, we went back and forth a little on the location of the finished floor, because we didn't want him to import a lot of dirt to raise up his finished floor. So he ended up raising his finished floor but keeping the exterior of his house down so you had to step up to get into his house was an issue with -- he wanted to reduce his window heights, because they're getting large.

So he was thinking of raising the floor of his home to do that, but we didn't want him to raise the elevation of his lot per that section that you had brought up before about the elevations next to each other.

So we had him keep down the elevation, at least the look on the outside. So even though he did raise his finished floor, you can't tell because he kept the exterior of his house

down lower. So that was a compromise. Additionally, his driveway next to 590 had to be shortened a little.

Q. Why did it have to be shortened?

A. I felt he was extending it a little too far so that you would see it from the Rosenbergs' backyard.

So initially the driveway where you came into his garage stopped before the view fence in that area, and on one of his plans it extended a little farther. So I made sure he pulled it back a little so that it wouldn't be as visible from the Rosenbergs' lot.

Q. Okay. Anything else?

A. I think we went back and forth on his casita a little bit, because he wasn't sure what he needed to do. I think initially his front entry gate had an issue. I think it might have been too close to the street. So he had to pull it back, because you can't go over a certain height within the front setback. So he had -- and I think it's on your plan there -- he has a front entry gate that is kind of like a drive thru.

Q. Let's mark this so we can talk about it.

A. Yes. It's Malek's gate entry. If you see the height of it, it's, I think, 14 feet in the air. And the city restricts the height within the front setback to, I think it's 42 inches. So that was well above what's allowed in the front setbacks. So he had to make sure it was 25 feet off the street if he was going to go that high. And then probably the biggest back and forth was regarding his coyote fence concerns.

Q. What were those?

A. He's afraid that coyotes are going to jump the walls around his house. So he was trying to put up like iron bars on top of the perimeter walls to keep coyotes from jumping in his yard, and that is not permitted, so we made him remove it.

Q. And that would only -- he had that on just the --

A. He had it on, I think, everywhere except the lot line he shared with the Rosenbergs.

Q. Oh, okay. So he even had it on the lot line going into the golf course?

A. I think he had some special fence that he had proposed, but then I think we had told him if he wanted to do a second fence past the standard fence, he could do it that way, but he couldn't put

a coyote fence on there. That might have been a discussion -- I know the plans for sure had the fencing on top of the Stephanie Street and the other side to the south.

(Exhibit 5 marked.)

BY MS. HANKS:

Q. And the plans that we've marked as Exhibit 5 for the portion that is parallel to Stephanie Street, can you tell from these plans how far the house is set back? Does it say?

A. I believe he went to 15 feet.

Q. Okay. And why was 15 feet allowed if the design guidelines required 35 feet for the rear property line?

A. He asked for a variance.

Q. Why was that variance granted?

A. Well, generally with your rear property line, the reason you want to be farther away from the rear is because you have a neighbor, and you don't want to infringe upon the neighbor.

The fact that he backed up to Stephanie Street which has no neighbor and it's kind of a busy street, we weren't worried about the distance. And he had the compensating benefit that he said he would increase the setback on the side to

pull it away from the golf course a little bit. So when we looked at his request, we felt that having the house closer to Stephanie Street which is not visible from the golf course and is a major roadway and having it further away from the golf course which is very visible from the ninth hole and to all the golfers, when we weighed that decision, we felt that it would be better for the **community to allow him to encroach into the backyard. As a compensating benefit, he pulled it back from the golf course.**

Q. Would it be fair to state then that practically speaking Mr. Malek and the Design Review Committee are considering the side portion that abuts the golf course is more the rear part of his property?

MR. GUNNERSON: Objection. Foundation. Form.

THE WITNESS: No.

BY MS. HANKS:

Q. Why would that not be correct?

A. Because it's still the rear yard setback.

Q. He's only 15 feet set back from the new property line?

A. He is 15 feet set back from the rear

A. Correct.

Q. And then you actually had to come to the meeting, get more specific pictures of the lot lines to see what was actually happening in a picture, context?

A. No.

Q. Okay. I'm sorry. Then I misunderstood you.

A. Well, you said you have to go to the meeting. If anybody requested that, they would be provided copies of it. So you didn't have to attend the meeting. If you called and asked -- I believe I did have a resident that called and said what's going on, and I told them they could get further maps if they wanted it.

So we would have provided maps. I believe the resident I talked to, once he found out what it was, wasn't concerned.

Q. Okay. Do you know if that resident lived in PA-10?

A. He did not. But I don't recall who specifically it was. I think that's -- from my recollection, that's why he wasn't concerned. He was more concerned that it had something to do with the clubhouse.

Q. Where did the neighborhood meetings take place?

A. At the clubhouse.

Q. What day? Do you know?

A. I believe it was Monday, October 22nd.

Q. Of 2000 -- oh, is this the -- I thought this was the City of Henderson one.

This is the neighborhood meeting?

A. Yes.

Q. Okay. Let's mark it. I thought that was the City of Henderson. That's why I didn't give it to you.

MR. GUNNERSON: Only answer to your knowledge. And if you need refreshing, make sure you point out what you're referring to so they don't think you're that spectacular that you can pull dates out of your head.

THE WITNESS: That's okay. They can think I'm spectacular.

(Exhibit 7 marked.)

BY MS. HANKS:

Q. So we marked Exhibit 7, and this is the document entitled Informational Meeting for City of Henderson Application Numbers. And there's three numbers listed.

Can you just explain what those numbers are? It's CPA and numbers, ZCA and then numbers and DRA.

What do those stand for?

A. Comprehensive Plan Amendment is the first one. And then the numbers are how you reference it within the city's kila system (phonetic) which is a way to represent all your documents when they're submitted, approved, changed out.

So the first four numbers would be the year, and the rest of the numbers would be as the applications come in.

Q. Okay.

A. So.

Q. What does ZCA stand for?

A. That would be zone change amendment. And DRA is I think a design review application.

Q. And, so this is the notice that was sent to all the people that you had mentioned earlier within the 500 feet?

A. Yes. I believe it's 500 feet of the exterior of the community, because we had someone show up that was outside of the community that got noticed.

Q. Who was responsible for sending out those notices?

A. This notice was sent out, I guess, jointly by us and B-2.

Q. When you say "us", who do you mean?

A. That would be the people that work in my office.

Q. At Foothills for Foothills Partners?

A. Yeah. Or at the time we could have been representing Dragon Ridge, but it was me personally who reviewed it.

Q. Who is B-2 Development?

A. They are a project coordinating company that helps with these zone change applications.

Q. Who paid -- I assume B-2 Development charges for that service to prepare the applications?

A. Yes.

Q. Who paid for those services?

A. Shane Malek.

Q. Who came up with the language in this notice where you have the two paragraphs?

A. Barbara Beard at B-2 and myself.

Q. And how did you agree on the statement "relating to a minor boundary adjustment to lot two

and Planning Area 10"?

A. Can you be more specific?

Q. How did you come up with the term "minor"?

Why did you guys agree to call it a minor boundary adjustment as opposed to just a boundary adjustment or as opposed to major boundary adjustment?

A. I believe she came up with that, and the term minor was due to the size of the boundary line adjustment.

Q. So a third of an acre is considered minor?

A. Yes.

Q. What would be considered major?

A. Probably an entire golf hole or planning area.

Q. Do you know if any of the notices that were mailed out were sent back as undeliverable?

A. I don't know specifically, but in general when we send out that many mailers, some are returned.

Q. When they are returned, do you take a next step to get the notice out or is that sufficient?

A. I believe it's sufficient.

Q. Do you know if the notice that was mailed to the owner of 590 Lairmont Place was returned undeliverable?

A. Not that I'm aware of.

Q. So as far as you know, the owner of 590 Lairmont Place received notice of this informational meeting?

MR. GUNNERSON: Objection. Foundation. Calls for speculation.

THE WITNESS: As far as I know, they received it.

By MS. HANKS:

Q. You have no reason to believe otherwise?

A. I have no reason to believe otherwise.

Q. Now, did you attend this informational meeting?

A. Yes.

Q. Who else attended this in terms of the entities that you're here on behalf of? Anyone else from those entities?

A. On the entities that I'm here on behalf of, just me.

Q. Did Michael Doiron attend?

A. No.

Q. Did Richard MacDonald attend?

A. No.

Q. How many homeowners came to the meeting, approximately? I won't pin you down to an exact number.

A. I believe three owners and two guests.

Q. And were any of the owners that came, did they live on Lairmont Place?

A. Yes.

Q. Which owners that lived on Lairmont Place came?

A. Shane came. He didn't live there, but he owns.

Q. So the other two owners were not owners of lots on Lairmont Place?

A. No.

Q. And when you say "guests", why were they guests? You mean people not living in MacDonald Highlands?

A. No. They weren't the owner. One owner brought his girlfriend.

Q. Well, that's a happening night. "Let's go to the informational meeting, babe. This is going to be exciting."

A. And Shane's wife is not an owner of the property. I believe it's just himself. They showed up, but they're not technically owners.

Q. Was there a discussion with the people that did attend?

A. Yes.

Q. Okay. And what discussion took place?

A. There was a presentation. We had some picture boards of the detailed change and what was being changed and the process that we needed to go through to change it, and then we would answer any questions regarding the change.

Q. Were there any questions?

A. Yes.

Q. What questions did you receive?

A. Why was I noticed of this? I live really far away from it.

Q. Is that it?

A. In general, that was the bulk of the discussion.

Q. How long did the meeting last?

A. Less than an hour.

Q. After the meeting what was the next step?

A. The meeting is required by the City of

Henderson prior to the planning commission meeting. So they send a city representative to make sure that you have the meeting.

The city representative takes notes at the meeting and then relays if there's any objections to the planning commissioners. So the meeting is -- so when the planning commissioners have their meeting they can talk to the planning department person that showed up to the meeting and find out were their protestors? Is this going to be controversial? Prior to voting, they want to know if it's going to make people angry or if people aren't all that interested in it.

So the city sends a representative. They can relay that information back to the officials at the city. So the step after that would be the planning commission meeting after they are briefed on the results of the **neighborhood meeting.**

Q. That kind of leads me into a question that I forgot to ask, is at that people who did want to attend this meeting could voice their objection, and that would be noted by the city representative?

A. Yes.

Q. And then taken back to the planning

commission so they at least be aware of what the objection might be, if they would consider it?

A. Yes.

Q. Have you ever been involved in an informational meeting for the lot line changes within MacDonald Highlands that did bring objections from owners?

A. No.

Q. After this meeting, when did the planning commission or city meeting take place?

MR. GUNNERSON: Objection. Foundation.

BY MS. HANKS:

Q. Or the public hearing is I think what you referred to it as?

A. I don't know off hand.

Q. Do you know how soon after, just generally, if this took place in October?

A. Generally it would be the following month. So this was October 22nd, I would estimate early November.

(Exhibit 8 marked.)

BY MS. HANKS:

Q. The court reporter handed you what's been marked as Exhibit 8. This is a document entitled City of Henderson Community Development

Department Staff Report. And it has the planning commission date as November 15, 2012.

Is that the date of the public hearing?

A. I believe so.

Q. Okay. And this set of documents that I've provided are Bates stamped PLTF6376 through 6386. I think the last page is a duplicate, so let me take that off.

Do you have all of those pages? Okay. Are these the documents that were submitted in connection with the applications for the zone change, the comprehensive plan amendment, and I think the other thing you called it was design review amendment?

A. No.

Q. Okay. What is this document then?

A. This is the City of Henderson Community Development Staff Report.

Q. So it's just their report of the documents they received and summarizing what they received and what's going on?

A. No.

Q. Okay. What's the purpose of this report then? I'm just trying to figure out what it

is.

A. Okay. This report is the planning department's analysis and recommendation to the planning commission. So every time an application comes in, a city planner is assigned to it, and they meet on it, and they discuss whether they think it's a good idea or not, what somebody is trying to do. And they put a report together, and there are recommendations of whether they think it should be approved or not.

So they may recommend approval or recommend denial of an application, and then that report is reviewed by the planning commissioners who take that into consideration prior to voting.

Q. Okay. After this report was submitted, do you know how long after the city actually approved the changes?

A. I don't know the exact date, but the planning commission would have approved it on the 15th.

Q. Once the commission approves it, what is the next step in the process?

A. Then it goes on the next city council agenda for final approval, because it's a comprehensive plan amendment change. I don't

believe comprehensive amendment changes can receive final approval at planning commission. Their approval is more like a recommendation to the city council, and then the city council will then have another meeting. And you could have people at the planning commission approve it, show up at city council and say that they don't want it to go through. And then the counselors can overrule the planning commission's decision possibly.

So final approval doesn't take place until it goes to the city council or the CPA's, I believe.

Q. And it's your understanding, I think you said City of Henderson will send notice about the last hearing?

A. They sent for this hearing, and then I don't know if they send a follow-up, because they then tell you at this meeting when the follow-up is so that if you got the notice, were concerned, came down to the planning commission, weren't happy with the approval, they will say come back for this next meeting.

So I don't recall for sure if there's a follow-up. I don't believe there is, because I think the public notices for this hearing

and then this hearing they'll let you know if you want to appeal the decision or argue in front of city council, there's a follow-up meeting. But I don't believe there's a secondary notice. They just notice the people that --

MR. GUNNERSON: Just for the record when you said "this meeting", he was pointing to the exhibit we're currently discussing, Exhibit 8.

BY MS. HANKS:

Q. Did you attend the meeting on November 15, 2012?

A. Yes.

Q. Did anyone show up to object?

A. No.

Q. Did you attend the city council final meeting?

A. I don't recall.

Q. Did anyone else attend the November 15, 2012 meeting?

MR. GUNNERSON: Objection.

BY MS. HANKS:

Q. I'm sorry. Let me clarify that. Within the MacDonald Highlands, were there any owners or the entities you're here on behalf of?

A. No.

Design Guidelines and your setbacks, can you provide variances?

I think we already talked about one variance that you provided for Mr. Malek on the rear portion of the property for Stephanie Street. That's what I was getting at.

You're not married to their delineations in terms of what you will and will not allow in terms of setbacks, you'll look at it as a whole and determine what makes most sense for the design plan?

A. We're married to the setbacks, but we can approve a project that encroaches into a setback if we feel it's appropriate.

Q. And the setbacks that are set by the Design Guidelines for planning area 10, are they more restrictive or equal to what the City of Henderson requires?

A. They are more restrictive.

Q. And what does it mean to be more restrictive? Does that mean the setback is greater than what's required by the City of Henderson?

A. Yes.

Q. And, so in terms of the design committee's ability to make variances with respected

to those setbacks, you can only do it so much as it doesn't violate the City of Henderson minimum standards, correct?

A. Can you read that again?

(Record read by reporter.)

THE WITNESS: No. That's incorrect.

BY MS. HANKS:

Q. Okay. Why is that incorrect?

A. Because we could approve a variance above the city standards.

Q. You mean you could be more restrictive than the city? I guess I'm not understanding the term "above."

A. We can approve whatever we feel like has a variance if we feel it's beneficial to the project. But that doesn't mean they don't need additional approval from the City of Henderson.

So we have approved things that have been later denied.

Q. Does the Design Review Committee know what the requirements are for the City of Henderson in terms of setbacks?

A. Yes.

Q. Okay. And when approving or disapproving a design plan, do you take that into

consideration, or do you leave it up to the architect?

In other words, if a homeowner is requesting a variance in the Design Guidelines setbacks, do you concern yourself with making sure it complies with Henderson, or you just leave that to the architect and the homeowner?

A. Henderson becomes the same as the design criteria. So there's a base zoning with the certain setback, but the City of Henderson is part of the zoning, adopts our Design Guidelines. So those then become the setbacks.

So our setbacks may be greater than the base setback in the City of Henderson, but once their documents are adopted, they are then the same.

Q. Okay. So I guess I didn't understand how you earlier testified that the setback in area number ten were more restrictive than the City of Henderson?

A. They're more restrictive than the City of Henderson's base requirements.

Q. Okay.

A. So, for example, our setback for the front yard is 25 feet, and I think the city's is

usually 20 feet. So that's what I meant by they are more restrictive than if you had the same zone not in our master plan, the city's base zoning requires like 20 feet. We require 25, but then they adopt our Design Guidelines so it then becomes 25.

Q. Gotcha.

That way because when they go get the plans ultimately approved by the City of Henderson, they are not going to get denied because you guys allowed a more restrictive setback, in other words?

A. We're more restrictive.

Q. Right.

A. The city, for setbacks there's a process to go through variances for setbacks through the city that's separate from our process.

Q. Can you turn to page 1.7? The term building envelope pops up on this page quite a bit. What's the building envelope?

A. The building envelope is more applicable to the lots that we had discussed before where you're developing a quarter acre of a two-acre parcel. So a lot of the verbiage regarding building envelope is more applicable to that kind of lot. In general, the building envelope is where you can

that's next to the parcel that they are designing a home for, correct?

A. Yeah. I think they could probably determine what the building envelope is based upon the boundary lines in PA-10.

Q. Right. I'm only concerned about PA-10.

A. Yeah. Hillside lots, they would not be able to determine just by looking at it.

Q. The lot lines?

A. Yes. Correct.

Q. So we're only concerned about PA-10. And would you also agree when that architect designs the home for, let's say, the vacant lot that I purchased in PA-10, they are going to situate my house to maximize my views, right?

MR. GUNNERSON: Objection. Foundation. Calls for speculation. Incomplete hypothetical.

THE WITNESS: That's a tough question, because I guess it's -- you're saying if hypothetically you purchased a lot in PA-10, your architect would design it to take advantage of the view? Is that all you're asking?

BY MS. HANKS:

Q. Yeah. That's one criteria they're going to try to achieve is to try to maximize my

views with how they're going to design my house based on how my lot is situated and how the other lots are situated in relation to the lot I purchased?

A. I think you need to clarify maximizing your views. The houses are designed to take advantage of the primary view opportunity, not to, quote, "maximize a view".

If you maximized a view, you would live in a glass house, and we haven't seen that before. So I think your statement would be false in that nobody would be designing to maximize the views so they can see everything.

What they do is they situate a house so that their primary view opportunities which could be captured from certain areas of the home that are judged important by the designer.

Q. So that's what they'll do, they'll put view windows or large walls that are all windows in certain areas of the home to, I guess, take advantage of the views they are see from that particular lot?

MR. GUNNERSON: Same objection.

THE WITNESS: Yes. In general, you would see the large windows and certain things situated to

take advantage of primary view opportunities.

BY MS. HANKS:

Q. And there are secondary view opportunities?

A. There are primary, secondary, tertiary.

Q. Okay. Let's go down that same page on 3.9. It talks about combined lots.

"If an owner owns two contiguous lots and wants to combine the two lots into a single home site, the owner may do so only with the prior consent of the DRC and only if the change in the DRC's opinion does not materially impair views and/or privacy from neighboring lots or common areas."

Prior to the sale of the golf parcel to Mr. Malek, did the DRC do any investigation into whether that addition would materially impair the views and/or privacy of 590 Lairmont Place?

A. Yes.

Q. And what did it do?

A. Looked at the plans of 590 Lairmont Place and the layout of the home and the state of the land that Mr. Malek wanted to purchase.

Q. What were you able to determine from

the plans for 590 Lairmont and the layout of the home that made you feel that this addition wasn't going to materially impact it?

A. Because the design of the house was focused not in the direction of the property that Mr. Malek was looking at purchasing.

Q. It was your understanding that the design did not direct that at the primary view? Is that a fair statement?

MR. GUNNERSON: Objection. Misstates prior testimony.

THE WITNESS: I think in reviewing their plans, it appeared that the focus of the views were in other areas, the primary view.

BY MS. HANKS:

Q. When I say the Design Review Committee did they do that, who was the members of the Design Review Committee at that juncture during that investigation?

A. Myself, Rich, and Michael.

Q. Did Michael review the plans of the 590 Lairmont?

MR. GUNNERSON: Objection. Foundation.

THE WITNESS: I don't recall.

/ / / /

BY MS. HANKS:

Q. How about Rich MacDonald? Did he do that review of the plans that you just mentioned?

MR. GUNNERSON: Same objection.

THE WITNESS: I don't know if he physically reviewed the plans or not.

BY MS. HANKS:

Q. I'm assuming you personally did review the plans?

A. Yes.

Q. Did you have any discussions after reviewing the plans with Michael Doiron and Rich MacDonald about how you --

A. Yes.

Q. What conversation did you have? What was the substance of those conversations after your review of the 590 Lairmont plans?

A. We talked about the location of the new lot lines and how much property it would be, how far away from the golf course it needed to be, and the impact on the neighbor.

Q. And before we get there, how did you -- who determined the "new lot lines" as you phrased it?

A. It was the group, myself, Michael, and

Q. All right. Turning to page two, I just want to confirm that you see where there is notarial seal and signature, both dated April 8, 2013?

A. Yes.

Q. And then back to the first page in the upper right-hand corner, there is a series of numbers that reads 20130626.

Do you see that?

A. Yes.

Q. Do you agree that this series of numbers indicates this document was recorded on June 26, 2013?

A. Yes.

Q. Do you know why there was a delay between the execution of this document on April 3rd and it's recordation on June 26, 2013?

MR. GUNNERSON: Objection. Foundation. Calls for speculation.

THE WITNESS: Yes.

BY MR. DEVOY:

Q. Can you tell me why?

A. We've kind of discussed with the current maps, there is a lengthy signature process where maps need to be passed around by a number of people to sign them.

So after the zoning is completed, the prepared documents can be put into escrow, and they're not recorded until the final map is. So you would have the deed prepared prior to the map recordation held in escrow, and then when the final map is recorded and the deed can be recorded, it's all done in escrow at the time of the map recordation.

recordation.

Q. Do you recall what steps were completed between April 8th, 2013, when the agreement was signed and June 26, 2013, what was recorded?

MR. GUNNERSON: Same objection.

THE WITNESS: Approximately?

BY MR. DEVOY:

Q. As best you can answer.

A. That would be the routing signatures between the health district and NVP, Southwest Gas, NV Energy, and the multiple departments within the City of Henderson that need to physically sign the map before it's recorded.

So that was what the B-2 services were retained for, to pick up a map from, say, Southwest Gas who just signed it and drive it over to NV Energy. And then you drop it over to them for a week. And then you'll pick it up from NV Energy,

and you'll drive it somewhere and have them sign it. So there's a lot of waiting for signatures that take quite a long time and running around to get those signatures. And that would be the delay between when things were put in escrow and when all the final signatures were acquired.

Q. Okay. Before I move on from the exhibits, I'm just going back quickly to Exhibit 10, the Nevada Title Company report.

With respect to the 40,000 dollars that were released from escrow, you said the estimate for the cost of rezoning was around 22,000.

Do you know where there is such a large difference between the 22,000 dollars estimate and the 40,000 dollars released from escrow?

MR. GUNNERSON: Objection. Foundation. Calls for speculation.

THE WITNESS: I believe I know.

BY MR. DEVOY:

Q. Can you answer that to the best of your ability?

MR. GUNNERSON: Same objection.

THE WITNESS: I think it paid for my time.

BY MR. DEVOY:

Q. Okay. Just a few last questions

regarding zoning.

In addition to 594 Lairmont and the golf parcel and the four other parcels we discussed today, are there any other parcels that you had combined with parts of the golf course?

A. With the golf course, no. I believe it was the five that I had referenced.

Q. Were any of those unsuccessful?

MR. GUNNERSON: Objection.

BY MR. DEVOY:

Q. Let me restate the question. I'll withdraw it.

To your knowledge, have you ever failed to obtain a zoning variance when you've applied for it when merging those parcels together?

A. No. I believe they've all been approved.

Q. Do you recall in the process of changing the zoning ever applying for a vacation or easements or restrictions on the properties?

MR. GUNNERSON: Objection. Form.

THE WITNESS: Yes. I recall applying for easement vacation.

BY MR. DEVOY:

Q. What's your understanding of what

vacation of the easement and restrictive covenants is accomplishing?

A. The vacation of easement in the application that was originally filed with the zone change for this area would be when you would vacate a nonexclusive utility easement over a property which is an easement that's generally placed on a common area or the front of someone's house to be able to install or remove utilities.

And generally there is a blanket easement over common areas, just streets and any landscaped areas on the side of the street. And that easement is put in place so the city can go fix any water lines or Nevada Power can put in a line.

And if you're changing a common area from common area back to residential, you would generally have to file a vacation easement so that the city don't doesn't have a right to come into where your house is to work on a property line.

So in this project in particular, there was a surveyor at the city who wrongly assumed there was a utility easement over the golf course, and there was not. So basically she had told our coordinator, "you need to file this easement vacation application."

We then filed it because she told us to, and then once we passed it off to our surveyor to draw up for the vacation map, he researched and found there was not a blanket easement over the golf course, because it's not a common element. It's a golf course. So I believe there was confusion whether that easement existed.

Q. Just to clarify, this step was taken with respect to adding the golf course onto 594 Lairmont?

A. Correct.

Q. Do you recall if the vacation was granted by the City of Henderson?

A. It was not required, because there was nothing to vacate.

Q. So your understanding is that there were no easements on the golf parcel land that was added to 594 Lairmont?

A. Correct. There was no easement there. The city employee wrongly assumed there was. I believe she mixed up common element with the golf course. So she asked for a vacation, and then we went to draw up something to be vacated, there was nothing to be vacated. There wasn't an easement.

Q. Okay. Now, with respect to the five

REPORTER'S CERTIFICATE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Angela Campagna, a certified court reporter in Clark County, State of Nevada, do hereby certify:

That I reported the taking of the deposition of the witness, PAUL BYKOWSKI, on Tuesday, February 3, 2015, commencing at the hour of 8:57 a.m.

That prior to being examined, the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate transcription of shorthand notes taken down at said time.

I further certify that I am not a relative or employee of an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel involved in said action, nor a person financially interested in said action.

IN WITNESS WHEREOF, I have hereunto set my hand in my office in the County of Clark, State of Nevada, this 10th day of February 2015.

ANGELA CAMPAGNA, CCR #495

Angela Campagna

DISTRICT COURT
CLARK COUNTY, NEVADA

THE FREDERIC AND BARBARA ROSENBERG LIVING TRUST, Plaintiff, VS. BANK OF AMERICA, N.A.; BAC HOME LOANS SERVICING, LP, a foreign limited partnership; MACDONALD HIGHLANDS REALTY, LLC, a Nevada limited liability company; MICHAEL DOIRON, an individual; SAHAHIN SHANE MALEK, an individual; PAUL BYKOWSKI, an individual; THE FOOTHILLS AT MACDONALD RANCH MASTER ASSOCIATION, a Nevada limited company; THE FOOTHILLS PARTNERS, a Limited Partnerships; DOES 1 through X; and ROE CORPORATIONS 1 through X, inclusive, Defendants.	Case No. A-13-689113-C Dept. No. 1

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ORAL AND TELEPHONIC DEPOSITION OF

JESSICA WOODBRIDGE,

30(b)(6) witness for Bank of America, N.A. and

BAC Home Loans Servicing, LP

MARCH 18, 2015

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JOB NO.: 240248

ORAL AND TELEPHONIC DEPOSITION OF JESSICA WOODBRIDGE, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and -numbered cause on the 18th day of March, 2015, from 8:14 a.m. to 10:39 a.m., before Kelly Hassell, RPR, CLR, CSR, in and for the State of Texas, reported by machine shorthand, at the offices of Akerman, LLP, located at 2001 Ross Avenue, Suite 2550, Dallas, Texas, in accordance with the Nevada Rules of Civil Procedure and the agreement hereinafter set forth.