

## CIVIL COVER SHEET

A - 13 - 684151 - C

Clark County, Nevada

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

VI

**I. Party Information**Plaintiff(s) (name/address/phone): R VENTURES VIII, LLC.  
4815 W RUSSELL #8H  
LAS VEGAS NV 89118-6241

Attorney (name/address/phone):

J. Charles Coons, Esq., Cooper Coons Ltd., 10655 Park Run  
Drive, Suite 130, Las Vegas, Nevada 89144; Ph: (702) 998-  
1500Defendant(s) (name/address/phone): TAYLOR, BEAN &  
WHITAKER MORTGAGE CORP., a Florida corporation, 311 S.  
Division St., Carson City, NV 89703; WELLS FARGO BANK,  
N.A., a national association, 2215 B Renaissance Dr., Las Vegas,  
NV 89119; et seq;

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence</b> <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> <b>Civil Petition for Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> <b>Appeal from Lower Court</b> (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)

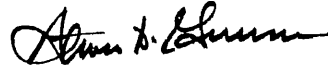
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88   | <input type="checkbox"/> Investments (NRS 104 Art. 8)        | <input type="checkbox"/> Enhanced Case Mgmt/Business  |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90)  | <input type="checkbox"/> Trademarks (NRS 600A)               |   |

6/26/2013

Date

/s/ J. Charles Coons

Signature of initiating party or representative



CLERK OF THE COURT

J. CHARLES COONS, ESQ.  
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(702) 998-1500  
Attorneys for Plaintiff

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

A-13-684151-C

R VENTURES VIII, LLC, a Nevada series  
limited liability company of the container R  
VENUTERS, LLC under NRS § 86.296,

Plaintiff,

v.

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP., a Florida corporation;  
WELLS FARGO BANK, N.A., a national  
association; BANK OF AMERICA, N.A., a  
national association; SOUTHERN TERRACE  
HOMEOWNERS' ASSOCIATION, a  
Nevada domestic non-profit coop corporation;  
JOYCE PIERCE, an individual; DOES I  
through X; and ROE CORPORATIONS I  
through X, inclusive,

Defendants.

Case No.:

Dept. No.: VI

**COMPLAINT FOR QUIET TITLE AND  
INJUNCTIVE RELIEF**

**Arbitration Exemptions:**

1. Action for Declaratory Relief
2. Action Concerning Real Property

R VENTURES VIII, LLC ("R VENTURES VIII"), by and through its attorneys of  
record, the law firm Cooper Coons, Ltd. ("COOPER COONS"), hereby demands quiet title and  
requests injunctive relief against the above-named defendants, upon information and belief, as  
follows:

**NATURE OF ACTION**

1. This is an action for Quiet Title pursuant to Nevada Revised Statute ("NRS")  
30.010.

...

**PARTIES**

2. R VENTURES VIII is, and has been at all times relevant to this lawsuit, a Nevada series limited-liability company of the container R VENTURES, LLC under NRS 86.296, with its principal place of business in Nevada.

3. R VENTURES VIII is the current title owner of the property commonly known as **6175 Novelty Street, Las Vegas, Nevada 89148; Parcel No. 163-31-713-027** ("Property").

4. Defendant TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("WHITAKER MORTGAGE") is a Florida corporation that may claim an interest in the Property through a deed of trust recorded in 2009.

5. Defendant WELLS FARGO BANK, N.A. ("WELLS FARGO") is a national association that may claim an interest in the Property through a trustee deed recorded in 2010.

6. Defendant BANK OF AMERICA, N.A. ("BANK OF AMERICA") is a national association that may claim an interest in the Property through an assignment recorded in 2011.

7. Defendant SOUTHER TERRACE HOMEOWNERS' ASSOCIATION ("SOUTHERN TERRACE HOA") is a Nevada domestic non-profit coop corporation that may claim an interest in the Property through a lien recorded in 2012.

8. Defendant JOYCE PIERCE ("PIERCE") is an individual that may claim an interest in the Property through a deed of sale recorded in 2008.

9. Each of the Defendants sued herein as DOES I and X, inclusive claim an interest in the Property or are responsible in some manner for the events and actions that Plaintiff seeks to enjoin; that when the true names and capacities of such Defendants become known, Plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities, and capacities together with proper charges and allegations.

10. Each of the Defendants sued herein as ROES CORPORATIONS I and X, inclusive claim an interest in the Property or are responsible in some manner for the events and actions that Plaintiff seeks to enjoin; that when the true names and capacities of such Defendants become known, Plaintiff will ask leave of this Court to amend this complaint to insert the true names, identities, and capacities together with proper charges and allegations.

1  
2 **VENUE**

3 11. The District Court of Clark County Nevada is an appropriate venue, pursuant to  
4 NRS 13.010, because the events giving rise to the claims for relief are situated in Clark County,  
5 Nevada.

6  
7 **ALLEGATIONS**

8 **Plaintiff acquired the Property through foreclosure of a Super-Priority HOA Lien.**

9 12. The Plaintiff acquired the Property on or about May 31, 2013 by successfully  
10 bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116,  
11 et. seq. ("HOA Foreclosure Sale"). Since HOA Foreclosure Sale, Plaintiff has expended  
12 additional funds and resources relating to the Property.

13 13. On or about June 3, 2013, the resulting foreclosure deed was recorded in the  
14 Official Records of the Clark County Recorder as Instrument No.: 201306030002860 ("HOA  
15 Foreclosure Deed").

16 14. The HOA Foreclosure Sale was conducted by SOUTHERN TERRACE HOA,  
17 pursuant to the powers conferred by the NRS 116.3116, 116.31162, 116.31163, and 116.31164,  
18 the SOUTHERN TERRACE HOA governing documents or covenants, conditions and  
19 restrictions ("CC&Rs") and a Notice of Delinquent Assessment Lien, recorded on or about  
20 September 10, 2012 in the Official Records of the Clark County Recorder as Instrument No.:  
21 201209100001428 (the "HOA Lien").

22 15. As recited in the HOA Foreclosure Deed, the HOA Foreclosure Sale complied  
23 with all requirements of law, including but not limited to, recording and mailing of copies of  
24 Notice of Delinquent Assessment and Notice of Default, and the recording, posting, and  
25 publication of the Notice of Sale.

26 16. Pursuant to NRS 116.3116(2), the entire HOA Lien is prior to all other liens and  
27 encumbrances on a unit except:

28 ...

1  
2 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a  
3 cooperative, liens and encumbrances which the association creates, assumes or takes  
subject to;

4 (b) A first security interest on the unit recorded before the date on which the assessment  
5 sought to be enforced became delinquent or, in a cooperative, the first security interest  
6 encumbering only the unit's owner's interest and perfected before the date on which the  
assessment sought to be enforced became delinquent; and

7 (c) Liens for real estate taxes and other governmental assessments or charges against the  
unit or cooperative.

8 17. Pursuant to NRS 116.3116(2), a portion of the HOA Lien has priority over even a  
9 first security interest in the Property:

10  
11 [The HOA Lien] is also prior to all security interests described in paragraph (b) to the  
12 extent of any charges incurred by the association on a unit pursuant to NRS 116.310312  
13 and to the extent of the assessments for common expenses based on the periodic budget  
14 adopted by the association pursuant to NRS 116.3115 which would have become due in  
the absence of acceleration during the 9 months immediately preceding institution of an  
action to enforce the lien[.]

15 18. No party is still claiming an interest in the Property recorded a lien or  
16 encumbrance prior to the declaration creating the SOUTHERN TERRACE HOA Lien.

17 19. Plaintiff's bid on the Property was in excess of the amount necessary to satisfy the  
18 costs of sale and the super-priority portion of the HOA Lien.

19 20. SOUTHERN TERRACE HOA distributed or should have distributed the excess  
20 funds to lien holders in order of priority pursuant to NRS 116.3114(c).

21 21. The excess funds paid at the HOA Foreclosure Sale through its winning bid were  
22 used or should have been used to satisfy any liens for real estate taxes, other governmental  
23 assessments or charges, and other HOA super-priority liens against the Property.

24 22. Prior to the HOA Foreclosure Sale, no individual or entity paid the super-priority  
25 portion of the HOA Lien representing nine (9) months of assessments for common expenses  
26 based of the periodic budget adopted by the association which would have become due in the  
27 absence of acceleration for relevant time period.

28 ...

1           23. Pursuant to NRS 116.31166, the foreclosure sale vested title in Plaintiff “without  
2 equity or right of redemption,” and the HOA Foreclosure Deed is conclusive against the  
3 Property’s “former owner, his or her heirs and assigns, and **all other persons.**”  
4

5           **Interests, Liens, and Encumbrances Extinguished by the Super-Priority HOA Lien**

6           24. Defendant PIERCE obtained title to the Property on or about July 3, 2008 through  
7 a Grant, Bargain, Sale Deed from WELLS FARGO as Instrument No.: 200807030001672 in the  
8 Official Records of the Clark County Recorder.

9           25. On or about July 1, 2009, Defendant WHITAKER MORTGAGE recorded a deed  
10 of trust against the Property in the Official Records of the Clark County Recorder as Instrument  
11 No.: 200907010003903 (“WHITAKER Deed of Trust”).

12           26. On or about February 9, 2010, NATIONAL DEFAULT SERVICING CORP. as  
13 nominee for WHITEAKER MORTGAGE recorded in the Official Records of the Clark County  
14 Recorder as Instrument No.: 201002090003208 Trustee Deed dated December 9, 2011 that  
15 purports to transfer the underlying promissory note and Deed of Trust relating to the  
16 WHITAKER Deed of Trust to WELLS FARGO (“WELLS FARGO Deed of Trust”).

17           27. On or about October 6, 2011, MORTGAGE ELECTRONIC REGISTRATION  
18 SYSTEMS as trustee to WELLS FARGO Deed of Trust recorded in the Official Records of the  
19 Clark County Recorder Instrument No.: 201110060001929 an Assignment (BANK OF  
20 AMERICAN Assignment) that purports to transfer the underlying promissory note and deed of  
21 trust relating to the WELLS FARGO Deed of Trust to BANK OF AMERICA.

22           28. Defendant SOUTHERN TERRACE HOA recorded a lien on or about September  
23 10, 2012 in the Property in the Official Records of the Clark County Recorder as Instrument No.:  
24 201209100001428.

25           29. On or about May 31, 2013, Plaintiff R VENTURES VIII obtained title to the  
26 Property through the HOA Foreclosure Deed from SOUTHERN TERRACE HOA recorded as  
27 Instrument No.: 201306030002860 in the Official Records of the Clark County Recorder.

28 ...

1           30. Defendant PIERCE's ownership interest in the Property was extinguished by the  
2 foreclosure of the HOA Lien.

3           31. Defendant WHITAKER MORTGAGE's interest in the Property, if any, via the  
4 WHITAKER Deed of Trust was extinguished by the foreclosure of the super-priority portion of  
5 the HOA Lien.

6           32. Defendant WELLS FARGO's interest in the Property, if any, via the WELLS  
7 FARGO Deed of Trust was extinguished by the foreclosure of the super-priority portion of the  
8 HOA Lien.

9           33. Defendant BANK OF AMERICA's interest in the Property, if any, via the BANK  
10 OF AMERICA Assignment was extinguished by the foreclosure of the super-priority portion of  
11 the HOA Lien.

12           34. Defendant SOUTHERN TERRACE HOA interest in the Property via the  
13 SOUTHERN TERRACE HOA Lien was or should have been satisfied by distribution of the  
14 proceeds Plaintiff paid at the HOA Foreclosure Sale or through payment by an interested party.

15  
16                                   **FIRST CLAIM FOR RELIEF**

17                           **[Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et seq.**  
18                                   **and 116.3116, et. seq. against all Defendants]**

19           35. Plaintiff repeats and realleges the allegations of paragraphs 1-39 as though fully  
20 set forth herein and incorporates the same by reference.

21           36. Pursuant to NRS 30.010, et. seq., this Court has the power and authority to  
22 declare the Plaintiff's rights and interest in the Property and to resolve the Defendants' adverse  
23 claims in the Property.

24           37. The Plaintiff acquired the Property on May 31, 2013 by successfully bidding on  
25 the Property at a publically-held foreclosure auction in accordance with NRS 116.3116, et seq.  
26 and the resulting HOA Foreclosure Deed vesting title in the Plaintiff was recorded on or about  
27 June 3, 2013.

28           38. Defendant PIERCE, as a previous title owner of the Property may assert a claim  
adverse to Plaintiff.

1           39.     Upon information and belief, Defendant WHITAKER MORTGAGE is claiming  
2 an interest in the Property adverse to Plaintiff via the WHITAKER MORTGAGE Deed of Trust.

3           40.     Upon information and belief, Defendant WELLS FARGO is claiming an interest  
4 in the Property adverse to Plaintiff via the WELLS FARGO Deed of Trust.

5           41.     Upon information and belief, Defendant BANK OF AMERICA is claiming an  
6 interest in the Property adverse to Plaintiff via the BANK OF AMERICA Assignment.

7           42.     Upon information and belief, Defendant SOUTHERN TERRACE HOA may still  
8 be claiming an interest in the Property adverse to Plaintiff via a SOUTHERN TERRACE HOA  
9 Lien.

10          43.     A foreclosure sale conducted pursuant to NRS 116.31162, 116.31163, and  
11 116.31164, similar to all other foreclosure sales, extinguishes the title owner's interest in the  
12 Property and all junior liens and encumbrances, including deeds of trust.

13          44.     Pursuant to NRS 116.3116(2), the super-priority portion of the HOA Lien has  
14 priority of the WHITAKER Deed of Trust.

15          45.     Pursuant to NRS 116.3116(2), the super-priority portion of the HOA Lien has  
16 priority of the WELLS FARGO Deed of Trust.

17          46.     Pursuant to NRS 116.3116(2), the super-priority portion of the HOA Lien as  
18 priority of the BANK OF AMERICA Assignment.

19          47.     Upon information and belief, the SOUTHERN TERRACE HOA Lien has been or  
20 should have been extinguished or otherwise satisfied.

21          48.     Defendants were duly notified of the HOA Foreclosure Sale and failed to act to  
22 protect their interests in the Property, if any legitimately existed.

23          49.     Plaintiff is entitled to a declaratory judgment from this Court finding that:

- 24           a. Plaintiff is the title owner of the Property;
- 25           b. The HOA Foreclosure Deed is valid and enforceable;
- 26           c. The HOA Foreclosure Sale extinguished Defendants' security interests in the
- 27           Property; and

28 ...



1 d. Plaintiff's rights and interest in the Property are superior to any adverse interest  
2 claimed by Defendants.

3 50. Plaintiff seeks an order from the Court quieting titled to the Property in favor of  
4 the Plaintiff.

5 **SECOND CLAIM FOR RELIEF**  
6 **(Preliminary and Permanent Injunction against**  
7 **Defendants from Foreclosure Action)**

8 51. Plaintiff repeats and realleges the allegations of paragraphs 1-55 as though fully  
9 set forth herein and incorporates the same by reference.

10 52. The Plaintiff acquired the Property on or about May 31, 2013 by successfully  
11 bidding on the Property at a publically-held foreclosure auction in accordance with NRS  
12 116.3116, et seq. and the resulting HOA Foreclosure Deed vesting title in the Plaintiff was  
13 recorded on June 3, 2013.

14 53. Defendant WHITAKER MORTGAGE may claim an interest in the Property  
15 through the WHITAKER Deed of Trust which was extinguished by the HOA Foreclosure Sale.

16 54. Defendant WELLS FARGO may claim an interest in the Property through the  
17 WELLS FARGO Deed of Trust which was extinguished by the HOA Foreclosure Sale.

18 55. Defendant BANK OF AMERICA may claim an interest in the Property through  
19 the BANK OF AMERICA Assignment which was extinguished by the HOA Foreclosure Sale.

20 56. Any trustee's sale based on the WHITAKER Deed of Trust, WELLS FARGO  
21 Deed of Trust, or BANK OF AMERICA Assignment would be invalid as Defendants' interest in  
22 the Property, if any, was extinguished by the HOA Foreclosure Sale on June 3, 2013.

23 57. On the basis of the facts described herein, Plaintiff has a reasonable probability of  
24 success on the merits of its claims and has no other adequate remedies at law.

25 58. Plaintiff is entitled to a preliminary injunction and permanent injunction  
26 prohibiting Defendants from initiating or continuing any foreclosure proceedings that would  
27 affect the title to the Property.

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1. For declaration and determination that Plaintiff R VENTURES VIII is the rightful owner of the title to the Property, and that the Defendants be declared to have no right, title, or interest in the Property;
2. For a preliminary and permanent injunction that Defendants and their agents are prohibited from initiating or continuing foreclosure proceedings on the Property;
3. For an award of attorney's fees and costs of the suit; and
4. For any further relief that the Court may deem just and proper based on the facts and circumstances of the case.

COOPER COONS, LTD.  
Attorneys at Law

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CLERK OF THE COURT

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*Attorneys for Carrington Mortgage Holdings, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

R VENTURES VIII, LLC, a Nevada series  
limited liability company of the container R  
VENTURES, LLC under NRS § 86.296,

Plaintiff,

v.

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP., a Florida corporation; WELLS Fargo  
BANK, N.A., a national association; BANK OF  
AMERICA, N.A., a national association;  
SOUTHERN TERRACE HOMEOWNERS'  
ASSOCIATION, a Nevada domestic non-profit  
coop corporation; JOYCE PIERCE, an  
individual; CARRINGTON MORTGAGE  
HOLDINGS, LLC; DOES I through X; and ROE  
CORPORATIONS I through X, inclusive;

Defendants.

Case No.: A-13-684151-C

Dept.: VI

**CARRINGTON MORTGAGE  
HOLDINGS, LLC'S ANSWER,  
COUNTERCLAIMS AND  
CROSSCLAIMS**

CARRINGTON MORTGAGE HOLDINGS,  
LLC,

Counterclaimant,

v.

R VENTURES VIII, LLC,

Counterdefendant

CARRINGTON MORTGAGE HOLDINGS,

1 LLC,

2 Crossclaimant,

3 v.

4 TERRACE HOMEOWNERS' ASSOCIATION,

5 Crossdefendant.

6 Defendant Carrington Mortgage Holdings, LLC (**Carrington**) answers the complaint  
7 (**Complaint**) that R Ventures VIII, LLC (**Plaintiff or R Ventures**) filed as follows:

8 **NATURE OF ACTION**

- 9  
10 1. Admitted.

11 **PARTIES**

12 2. Carrington is without sufficient information to admit or deny the allegations  
13 contained in Paragraph 2 of the Complaint and, therefore, denies those allegations.

14 3. Carrington denies plaintiff obtained valid title to the property. Carrington is without  
15 sufficient information to admit or deny the remaining allegations contained in Paragraph 3 of the  
16 Complaint and, therefore, denies those allegations.

17 4. Carrington is without sufficient information to admit or deny the allegations  
18 contained in Paragraph 4 of the Complaint and, therefore, denies those allegations.

19 5. Carrington is without sufficient information to admit or deny the allegations  
20 contained in Paragraph 2 of the Complaint and, therefore, denies those allegations.

21 6. Carrington is without sufficient information to admit or deny the allegations  
22 contained in Paragraph 6 of the Complaint and, therefore, denies those allegations.

23 7. Carrington is without sufficient information to admit or deny the allegations  
24 contained in Paragraph 7 of the Complaint and, therefore, denies those allegations.

25 8. Carrington is without sufficient information to admit or deny the allegations  
26 contained in Paragraph 8 of the Complaint and, therefore, denies those allegations.

27 9. Carrington is without sufficient information to admit or deny the allegations  
28 contained in Paragraph 9 of the Complaint and, therefore, denies those allegations.

10. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 10 of the Complaint and, therefore, denies those allegations.

### VENUE

11. Admitted.

### ALLEGATIONS

#### **Plaintiff acquired the Property through foreclosure of a Super-Priority HOA Lien.**

12. Carrington admits plaintiff purportedly purchased the property at a May 31, 2013 foreclosure sale conducted on behalf of Terrace Homeowners' Association. Carrington specifically denies plaintiff acquired valid title or, in the alternative, any interest superior to Carrington's interest. Carrington also specifically denies the foreclosure sale was held in accordance with NRS 116.3116. Carrington is without sufficient information to admit or deny the remaining allegations contained in Paragraph 12 of the Complaint and, therefore, denies those allegations.

13. The allegations contained in Paragraph 13 of the Complaint refer to publicly recorded documents and Carrington specifically denies any allegations inconsistent with those documents.

14. Carrington admits Terrace Homeowners' Association conducted the referenced foreclosure sale. The remaining allegations contained in Paragraph 14 of the Complaint call for a legal conclusion and no response is required.

15. Denied.

16. The allegations contained in Paragraph 16 of the Complaint call for a legal conclusion and no response is required.

17. The allegations contained in Paragraph 17 of the Complaint call for a legal conclusion and no response is required.

18. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 18 of the Complaint and, therefore, denies those allegations.

19. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 19 of the Complaint and, therefore, denies those allegations.

20. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 20 of the Complaint and, therefore, denies those allegations.

1           21. Carrington is without sufficient information to admit or deny the allegations  
2 contained in Paragraph 21 of the Complaint and, therefore, denies those allegations.

3           22. Denied.

4           23. The allegations contained in Paragraph 23 of the Complaint call for a legal conclusion  
5 and no response is required. To the extent a response is required, Carrington denies plaintiff  
6 acquired valid title or, in the alternative, any interest superior to Carrington's interest.

7           **Interests, Liens, and Encumbrances Extinguished by the Super-Priority HOA Lien**

8           24. The allegations contained in Paragraph 24 of the Complaint refer to publicly recorded  
9 documents and Carrington specifically denies any allegations inconsistent with those documents.

10          25. The allegations contained in Paragraph 25 of the Complaint refer to publicly recorded  
11 documents and Carrington specifically denies any allegations inconsistent with those documents.

12          26. The allegations contained in Paragraph 26 of the Complaint refer to publicly recorded  
13 documents and Carrington specifically denies any allegations inconsistent with those documents.

14          27. The allegations contained in Paragraph 27 of the Complaint refer to publicly recorded  
15 documents and Carrington specifically denies any allegations inconsistent with those documents.

16          28. The allegations contained in Paragraph 28 of the Complaint refer to publicly recorded  
17 documents and Carrington specifically denies any allegations inconsistent with those documents.

18          29. Carrington admits a foreclosure deed from Southern Terrace Homeowners'  
19 Association to plaintiff was recorded in the Office of the Clark County Recorder as Instrument  
20 Number 201306030002860. Carrington denies plaintiff acquired valid title or, in the alternative, any  
21 interest superior to Carrington's interest.

22          30. Denied.

23          31. Denied.

24          32. Denied.

25          33. Denied

26          34. Carrington is without sufficient information to admit or deny the allegations  
27 contained in Paragraph 34 of the Complaint and, therefore, denies those allegations.

**FIRST CLAIM FOR RELIEF**

**[Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et seq. and 116.3116, et seq. against all Defendants]**

35. Carrington repeats and re-allege its responses to Paragraphs 1 through 34 of the Complaint as if fully set forth herein.

36. Admitted.

37. Carrington specifically denies plaintiff acquired valid title or, in the alternative, any interest superior to Carrington's interest. Carrington further denies the referenced foreclosure sale was held in accordance with NRS 116.3116, et seq. Carrington admits a foreclosure deed purporting to convey title to plaintiff was recorded on June 3, 2013.

38. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 38 of the Complaint and, therefore, denies those allegations.

39. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 39 of the Complaint and, therefore, denies those allegations.

40. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 40 of the Complaint and, therefore, denies those allegations.

41. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 41 of the Complaint and, therefore, denies those allegations.

42. Carrington is without sufficient information to admit or deny the allegations contained in Paragraph 42 of the Complaint and, therefore, denies those allegations.

43. The allegations contained in Paragraph 43 of the Complaint call for a legal conclusion and no response is required.

44. The allegations contained in Paragraph 44 of the Complaint call for a legal conclusion and no response is required.

45. The allegations contained in Paragraph 45 of the Complaint call for a legal conclusion and no response is required.

46. The allegations contained in Paragraph 46 of the Complaint call for a legal conclusion and no response is required.

1           47. Carrington is without sufficient information to admit or deny the allegations  
2 contained in Paragraph 47 of the Complaint and, therefore, denies those allegations.

3           48. Carrington specifically denies it, or its successors-in-interest, received provided  
4 proper notice of the "super-priority" assessment amounts and of the homeowner's association's  
5 foreclosure sale, and any such notice provided to Carrington, or its successors-in-interest, failed to  
6 comply with the statutory and common law requirements of Nevada and with state and federal  
7 constitutional law. Carrington also specifically denies it, or its successors-in-interest, failed to  
8 protect their interest(s) in the property.

9           49. Carrington denies plaintiff is entitled to the relief requested in subsections (a) through  
10 (d).

11           50. Carrington denies plaintiff is entitled to the relief requested.

12                               **SECOND CLAIM FOR RELIEF**  
13           **(Preliminary and Permanent Injunction against Defendants from Foreclosure Action)**

14           51. Carrington repeats and re-allege its responses to Paragraphs 1 through 50 of the  
15 Complaint as if fully set forth herein.

16           52. Carrington specifically denies plaintiff acquired valid title or, in the alternative, any  
17 interest superior to Carrington's interest. Carrington further denies the referenced foreclosure sale  
18 was held in accordance with NRS 116.3116, et seq. Carrington admits a foreclosure deed purporting  
19 to convey title to plaintiff was recorded on June 3, 2013.

20           53. Carrington is without sufficient information to admit or deny the allegations  
21 contained in Paragraph 53 of the Complaint and, therefore, denies those allegations.

22           54. Carrington is without sufficient information to admit or deny the allegations  
23 contained in Paragraph 54 of the Complaint and, therefore, denies those allegations.

24           55. Carrington is without sufficient information to admit or deny the allegations  
25 contained in Paragraph 55 of the Complaint and, therefore, denies those allegations.

26           56. Denied.

27           57. Denied.

28           58. Carrington denies plaintiff is entitled to the relief requested.



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**SIXTH AFFIRMATIVE DEFENSE****(Failure to Mitigate Damages)**

Plaintiff's claims are barred in whole or in part because of its failure to take reasonable steps to mitigate its damages, if any.

**SEVENTH AFFIRMATIVE DEFENSE****(No Standing)**

Plaintiff lacks standing to bring some or all of its claims and causes of action.

**EIGHTH AFFIRMATIVE DEFENSE****(Unclean Hands)**

Carrington avers the affirmative defense of unclean hands.

**NINTH AFFIRMATIVE DEFENSE****(Plaintiff is Not Entitled to Relief)**

Carrington denies plaintiff is entitled to any relief for which it prays.

**TENTH AFFIRMATIVE DEFENSE****(Failure to Do Equity)**

Carrington avers the affirmative defense of failure to do equity.

**ELEVENTH AFFIRMATIVE DEFENSE****(Failure to Provide Notice)**

Carrington was not provided proper notice of the "super-priority" assessment amounts and of the homeowner's association's foreclosure sale, and any such notice provided to Carrington failed to comply with the statutory and common law requirements of Nevada and with state and federal constitutional law.

**TWELFTH AFFIRMATIVE DEFENSE****(Void Foreclosure Sale)**

The HOA foreclosure sale is void for failure to comply with the provisions of NRS Chapter 116, and other provisions of law.

**THIRTEENTH AFFIRMATIVE DEFENSE****(Federal Law)**

The homeowner's association's sale is void or otherwise fails to extinguish the applicable deed of trust because it violates provisions of the United States' Constitution and/or applicable federal law.

**FOURTEENTH AFFIRMATIVE DEFENSE****(Supremacy Clause)**

The HOA sale is void or otherwise fails to extinguish the applicable deed of trust pursuant to the Supremacy Clause of the United States Constitution.

**FIFTEENTH AFFIRMATIVE DEFENSE****(Property Clause)**

The HOA sale is void or otherwise fails to extinguish the applicable deed of trust pursuant to the Property Clause of the United States Constitution.

**SIXTEENTH AFFIRMATIVE DEFENSE****(Additional Affirmative Defenses)**

Pursuant to NRCP 11, Carrington reserves the right to assert additional affirmative defenses in the event discovery and/or investigation disclose the existence of other affirmative defenses.

**COUNTERCLAIMS AND CROSSCLAIMS****PARTIES AND JURISDICTION**

1. Counterclaimant Carrington is the current beneficiary of a deed of trust which was recorded as an encumbrance to the Property on July 1, 2009.

2. R. Ventures asserts in its complaint that it is a Nevada limited liability company and that it is the owner of real property located at 6175 Novelty Street, Las Vegas, NV 89148. Carrington disputes R. Venture's ownership interest in this property.

3. Upon information and belief, Southern Terrace Homeowner's Association (**Southern Terrace** or **HOA**) is a domestic nonprofit corporation and a Nevada common interest community association or unit owners' association as defined in NRS 116.011, and is organized and existing under the laws of the State of Nevada.

5. The exercise of jurisdiction by this Court over the parties in this civil action is proper pursuant to NRS 14.065.

6. Under Nevada state law, homeowners' associations have the right to charge property owners residing within the community assessments to cover the homeowners' associations' expenses in maintaining or improving the community, among other things.

7. When these assessments go unpaid, the association may impose a lien and then foreclose on a lien if the assessments remain unpaid.

8. NRS Chapter 116 generally provides a non-judicial foreclosure scheme for a owners' association to conduct a non-judicial foreclosure where the unit owner fails to pay its y assessments.

9. NRS 116.3116 makes a homeowners' association lien for assessments junior to a first deed of trust beneficiary's secured interest in the property, with one limited exception: a homeowners' association lien is senior to a first deed of trust beneficiary's secured interest "to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration of the 9 months immediately preceding institution of an action to enforce the lien[.]" NRS 116.3116(2)(c).

10. According to the Nevada Supreme Court's recent decision in *SFR Investments Pool 1, U.S. Bank, N.A.*, 334 P.3d 408 (Nev. 2014), if a homeowner's association properly forecloses super-priority lien, it can extinguish a first deed of trust. However, the HOA's foreclosure in this case did not extinguish the deed of trust on the property because the foreclosure did not comply with Nevada law and was commercially unreasonable as a matter of law. To deprive Carrington of its deed of trust pursuant to NRS 116, *et seq.* would deprive Carrington of its due process rights.

The Deed of Trust and Assignment

11. On May 17, 2008 Joyce Pierce purchased the property. Pierce financed ownership of the property by way of a loan in the amount of \$189,573.00 secured by a deed of trust (the **senior deed of trust**) dated June 23, 2008. A true and correct copy of the senior deed of trust is recorded with the Clark County Recorder as Instrument No. 200907010003903.

12. The note and the senior deed of trust are insured by the Federal Housing Administration (**FHA**). Pursuant to the FHA insurance, the lender was required to submit a monthly mortgage insurance payment to the FHA. FHA monthly mortgage insurance premiums were paid by either Pierce, BANA or Carrington, as reflected in the payment history for borrower's loan.

13. The senior deed of trust was assigned to Carrington via an assignment of deed of trust. A true and correct copy of the assignment is recorded with the Clark County Recorder as Instrument No. 201502120003086.

14. Pierce has defaulted under the terms of the note and senior deed of trust by failing to make all payments due. The total amount due will continue to increase pursuant to the note and senior deed of trust.

15. Carrington intends to foreclose under the senior deed of trust to recover some or all of the amounts owed as a result of Pierce's failure to repay the loan. However, Southern Terrace's foreclosure and purported deed to R. Ventures has placed a cloud on Carrington's deed of trust.

The HOA Lien and Foreclosure

16. Upon information and belief, Pierce failed to pay Southern Terrace all amounts due to it. On April 23, 2010, Southern Terrace, through its agent, Red Rock Financial Services (**Red Rock**) recorded a notice of delinquent assessment lien. Per the notice, the amount due to Southern Terrace was \$739.00, which includes assessments, late fees, interest, fines/violations and collection fees and costs. The notice failed to state the amount of assessments. A true and correct copy of the notice of lien is recorded with the Clark County Recorder as Instrument No. 201004230001251.

17. On July 27, 2010, Southern Terrace, through its agent Red Rock, recorded a release of notice of delinquent assessment lien with the Clark County Recorder as Instrument No. 201007270001199. The release indicates the April 23, 2010 lien is "satisfied and released." *Id.*

1           18.     Upon information and belief, Southern Terrace received payment for the entire  
2 amount referenced in the April 23, 2010 notice of delinquent assessment lien, including, but not  
3 limited to, the super-priority amount, equal to 9 months of assessments.

4           19.     On September 20, 2012, Southern Terrace, through its agent, Red Rock, recorded a  
5 second delinquent assessment lien. Per the lien, the amount due to Southern Terrace was \$2,581.69,  
6 which includes assessments, late fees, interest, fines/violations and collection fees and costs. The  
7 notice failed to state the amount of assessments. A true and correct copy of the notice of lien is  
8 recorded with the Clark County Recorder as Instrument No. 201209100001428.

9           20.     On November 14, 2012, Southern Terrace, through its agent Red Rock, recorded a  
10 notice of default and election to sell to satisfy the delinquent assessment lien. The notice states the  
11 amount due to Southern Terrace was \$2,359.84, but does not specify whether it includes dues,  
12 interest, fees and collection costs in addition to assessments. A true and correct copy of the notice of  
13 default is recorded with the Clark County Recorder as Instrument No. 201211140000905. The notice  
14 of default also does not specify the super-priority amount claimed by Southern Terrace and fails to  
15 describe the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

16           21.     Upon information and belief, the notice of default is not signed by the president of the  
17 association or the individual designated in the CC&Rs.

18           22.     The deficiencies in the notices notwithstanding, on December 14, 2012, after  
19 Southern Terrace recorded its notice of default, Bank of America, N.A. (**BANA**), the prior servicer  
20 of the loan, through its outside counsel, Miles Bauer Bergstrom & Winter, LLP (**Miles Bauer**),  
21 contacted Southern Terrace, care of Red Rock and requested a ledger from Southern Terrace  
22 identifying the super-priority amount allegedly owed to Southern Terrace

23           23.     Southern Terrace, through its agent, Red Rock, refused to identify the super-priority  
24 amount, and instead provided a ledger, dated December 27, 2012 identifying the total amount  
25 allegedly owed.

26           24.     Despite the fact that Southern Terrace had already received payment for any alleged  
27 super-priority amount, equal to 9 months of assessments, when it received payment for the entire  
28 amount referenced in the April 23, 2010 notice of delinquent assessment lien, BANA, in an

1 abundance of caution, attempted to pay another 9 months of assessments. Based on the monthly  
2 assessment amount identified in Southern Terrace's December 27, 2012 ledger, BANA accurately  
3 calculated the true super-priority amount as \$655.14, the sum of nine-months of common  
4 assessments as identified in Southern Terrace's ledger, and tendered that amount to Southern Terrace  
5 on January 10, 2013. A true and correct copy of Southern Terrace's ledger and BANA's tender  
6 letter are attached as **Exhibit 1**. Southern Terrace refused BANA's tender.

7 25. Despite (1) receiving payment for the entire amount referenced in its April 23, 2010  
8 notice of delinquent assessment lien; and (2) BANA's January 10, 2013 tender of an additional 9  
9 months of assessments, on May 9, 2013, Southern Terrace, through its agent, Red Rock, recorded a  
10 notice of trustee's sale. The trustee's sale was scheduled for May 31, 2013. The notice states the  
11 amount due to Southern Terrace was \$4,431.93, but does not specify whether it includes dues,  
12 interest, fees and collection costs in addition to assessments. A true and correct copy of the notice of  
13 sale is recorded with the Clark County Recorder as Instrument No. 201305090001356.

14 26. Because Southern Terrace had already accepted payment for the entire amount,  
15 including any alleged super priority amount, claimed in the April 23, 2010 lien, and released that  
16 lien, no portion of the amount allegedly due to Southern Terrace was a super-priority amount. To  
17 the extent Southern Terrace any other defendant claims some portion of the \$4,431.93 was a super-  
18 priority amount, the notice of default also does not specify the super-priority amount claimed by  
19 Southern and fails to describe the "deficiency in payment" required by NRS 116.31162(1)(b)(1).

20 27. The notice of foreclosure sale fails to include the amount needed to satisfy the lien as  
21 of the date of the proposed sale, as required by law.

22 28. In none of the recorded documents nor in any notice did Southern Terrace and/or its  
23 agent provide notice of the purported super-priority lien amount, where to pay the amount, how to  
24 pay the amount or the consequences for failure to do so.

25 29. In none of the recorded documents did Southern Terrace and/or its agent identify the  
26 amount of the alleged lien that was for late fees, interest, fines/violations or collection fees/costs.

27 30. In none of the recorded documents nor in any notice did Southern Terrace and/or its  
28 agent specify whether it was foreclosing on the super-priority portion of its lien, if any, or on the

1 sub-priority portion of its lien.

2 31. In none of the recorded documents nor in any notice did Southern Terrace and/or its  
3 agent specify the senior deed of trust would be extinguished by Southern Terrace's foreclosure.

4 32. In none of the recorded documents nor in any notice did Southern Terrace and/or its  
5 agent identify any way by which the beneficiary under the senior deed of trust could satisfy the  
6 super-priority portion of Southern Terrace's claimed lien.

7 33. Despite Southern Terrace's receipt of payment for the entire amount, including any  
8 super priority portion, claimed in the April 23, 2010, Southern Terrace foreclosed on the property on  
9 or May 31, 2013. A foreclosure deed in favor of R. Ventures LLC was recorded on June 3, 2013. A  
10 true and correct copy of the foreclosure deed is recorded with the Clark County Recorder as  
11 Instrument No. 201306030002860.

12 34. Red Rock failed to include the price R. Ventures paid for the property at the  
13 foreclosure sale. However, upon information and belief, Southern Terrace sold the property to R.  
14 Ventures for a fraction of the value of the unpaid principal balance on the senior deed of trust and a  
15 similarly diminutive percentage of the property's fair market value. The sale is commercially  
16 unreasonable and not in good faith as required by NRS 116.1113.

17 **FIRST CAUSE OF ACTION**  
18 **(Quiet Title/Declaratory Judgment against R. Ventures, LLC)**

19 35. Carrington repeats and re-alleges the preceding paragraphs as though fully set forth  
20 herein and incorporates the same by reference.

21 36. Pursuant to 28 U.S.C. § 2201, this Court is empowered to declare the rights of parties  
22 and other legal relations of parties regarding the property at issue.

23 37. An actual controversy has arisen between Carrington, R. Ventures and Southern  
24 Terrace regarding the property. The senior deed of trust is a first secured interest on the property.  
25 As a result of Southern Terrace's foreclosure sale, R. Ventures claims an interest in the property and  
26 asserts it owns the property free and clear of the senior deed of trust.

27 38. Carrington's FHA insured interest in the senior deed of trust encumbering the  
28 property constitutes an interest in real property.



NRS Chapter 116 Violates Carrington's Right to Procedural Due Process

39. Carrington asserts that Chapter 116 of the Nevada Revised Statutes' scheme of HOA super priority non-judicial foreclosure violates Carrington's procedural due process rights under the state and federal constitutions.

40. The Fourteenth Amendment of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution protect Carrington from being deprived of its deed of trust in violation of procedural due process guarantees of notice and an opportunity to be heard.

41. Carrington asserts that there is no way to apply Nevada's scheme of non-judicial HOA super priority foreclosure that complies with Nevada and the United States' respective guarantees of procedural due process.

42. The state of Nevada has become sufficiently intertwined with HOA foreclosure such that state and federal procedural due process protections for Carrington's deed of trust apply, to wit:

a) The super priority lien did not exist at common law, but rather is imposed by legislative fiat.

b) Nevada's legislature made super priority mandatory and it could not be altered by private contract.

c) The super priority lien has no nexus whatsoever to a private agreement between the HOA and Carrington, but, again, is imposed by legislative enactment.

43. Since state of Nevada is responsible for the creation of the super priority lien and has made it mandatory, then the state of Nevada's HOA super priority can fairly be said to be the result of state action subject to procedural due process safeguards.

44. On its face, Nevada's scheme of non-judicial HOA super priority foreclosure lacks any pre or post deprivation methods of providing Carrington and its successors in interest with notice and an opportunity to be heard:

a) NRS 116.31162 and NRS 116.311635 do not require that an HOA provide Carrington or its successors in interest with written notice of the sum that constitutes the super priority portion of the assessment lien.

1           b) Chapter 116 of NRS seeks to compel Carrington or its successors in interest to  
2 pay the entirety of the HOA's lien, but does not provide Carrington or its successors in  
3 interest with any procedure for reimbursement to Carrington or its successors in interest.

4           c) Chapter 116 of NRS seeks to insulate its scheme of super priority non-judicial  
5 foreclosure by providing a purchaser at an HOA foreclosure sale with title that is not subject  
6 to equity or right of redemption.

7           d) Chapter 116 of NRS fails to provide Carrington or its successors in interest  
8 with a statutorily enforceable mechanism to compel an HOA to inform Carrington or its  
9 successors in interest of the sum of the HOA super priority amount.

10          e) Chapter 116 of NRS fails to provide Carrington or its successors in interest  
11 with a private right of action before the foreclosure to contest the HOA's failure to provide it  
12 with constitutionally mandated notice of the super priority sum and a right to challenge the  
13 HOA's calculation of that sum.

14          f) Chapter 116 of NRS fails to provide Carrington or its successors in interest  
15 with a private right of action after the foreclosure to contest the HOA's failure to provide it  
16 with constitutionally mandated notice of the super priority sum.

17       45. As applied, the HOA non-judicial foreclosure violated state and federal procedural  
18 due process protections for Carrington's deed of trust since Carrington's predecessor in interest was  
19 not provided with any notice its physical delivery of a check for 9 months of assessments did not  
20 redeem the deed of trust's priority prior to the HOA foreclosure.

21       46. Carrington requests that this Court set aside the HOA foreclosure sale because NRS  
22 116's scheme of HOA super priority foreclosure violates the procedural process clauses of The  
23 Fourteenth Amendment of the United States Constitution and Article 1, Sec. 8, of the Nevada  
24 Constitution.

25  
26           *The Supremacy Clause Bars Extinguishment of the Senior Deed of Trust*  
27  
28

1           47.     The foreclosure sale did not extinguish the senior deed of trust because the  
2     extinguishment of the senior deed of trust is barred by the Supremacy Clause of the United States  
3     Constitution.

4           48.     The senior deed of trust is insured pursuant to Single Family Mortgage Insurance  
5     Program.

6           49.     The federal rules, regulations, and letters that implement, govern, and interpret this  
7     FHA insurance program are found at 24 C.F.R. Part 203, the various HUD Mortgagee Letters, and  
8     HUD's Handbook, as amended from time to time.

9           50.     In order to incentivize private lenders to participate in the Single Family Mortgage  
10    Insurance Program, participation in the program is risk free to lenders as exemplified by the  
11    following:

12               a)     Lenders cannot lose their insurance interest by failing to adhere to HUD's  
13     servicing regulations;

14               b)     Lenders are also not required to expend funds to service the mortgage that  
15     HUD has not agreed to reimburse;

16               c)     HUD through its program of reimbursements to participating lenders also  
17     regulates what amounts to be paid to homeowner's associations, when these amounts should  
18     be paid, and by what means they should be paid; and

19               d)     Lenders are permitted to convey title to HUD, even where the property's title  
20     is subject to a homeowner's association lien, where the HOA is uncooperative and non-  
21     responsive concerning the amount of payment it is demanding to release its lien.

22           51.     HUD's regulations are necessary to effectuate to ensure that the Single Family  
23    Mortgage Insurance Program is both risk-free to participating lenders and that the Mutual Mortgage  
24    Insurance Fund is sustainable.

25           52.     Chapter 116 of the Nevada Revised Statutes' scheme of non-judicial foreclosure that  
26    allows for the foreclosure of a super priority lien stands as an obstacle to the accomplishment and  
27    execution of the full purposes and objectives of Congress under the National Housing Act's Single  
28    Family Mortgage Insurance Program and Mutual Mortgage Insurance Fund.

53. Applying these principles, Chief Judge Navarro of this District held that, "[b]ecause a homeowners association's foreclosure under Nevada Revised Statutes § 116.3116 on a Property with a mortgage insured under the FHA insurance program would have the effect of limiting the effectiveness of the remedies available to the United States, the Supremacy Clause bars such foreclosure sales." *See Washington & Sandhill Homeowners Ass'n v. Bank of Am., N.A.*, 2014 WL 4798565, at \*7 (D. Nev. Sept. 25, 2014); *see also Saticoy Bay LLC v. SRMOF II 2012-1 Trust*, 2015 WL 1990076, \* (D. Nev. Apr. 30, 2015) ("Accordingly, the court reads the foregoing precedent to indicate that a homeowners' association foreclosure sale under Nevada Revised Statute 116.3116 may not extinguish a federally-insured loan.")

54. NRS Chapter 116 must yield to the federally insured senior deed of trust under the Supremacy Clause.

*Additional Reasons the HOA Foreclosure Sale Did Not Extinguish the Senior Deed of Trust*

55. The HOA sale did not extinguish the senior deed of trust for additional reasons stated below.

56. The foreclosure sale did not extinguish the senior deed of trust because the recorded notices, even if they were in fact provided, failed to describe the lien in sufficient detail as required by Nevada law, including, without limitation: whether the deficiency included a "super-priority" component, the amount of the super-priority component, how the super-priority component was calculated, when payment on the super-priority component was required, where payment was to be made or the consequences for failure to pay the super-priority component, and were not signed by authorized persons.

57. The foreclosure sale did not extinguish the senior deed of trust because Southern Terrace received payment for the entire amount referenced in its April 23, 2010 notice of delinquent assessment lien, including any and all super priority amount(s).

58. Despite this payment and release of the April 23, 2010 lien, to the extent R. Ventures or Southern Terrace claim any amount(s) in the September 20, 2012 lien contained a super priority

1 portion, BANA's January 10, 2013 tender of an additional 9 months of assessments satisfied any  
2 remaining super-priority, and Southern Terrace wrongfully rejected the tender.

3 59. The foreclosure sale did not extinguish the senior deed of trust because the sale was  
4 commercially unreasonable or otherwise failed to comply with the good faith requirement of NRS  
5 116.1113 in several respects, including, without limitation: the lack of sufficient notice; Southern  
6 Terrace's wrongful rejection of payment for an additional 9 months of assessments (despite already  
7 receiving payment in full of its previous lien, including any super priority amount); the sale of the  
8 property, upon information and belief, for a fraction of the loan balance or actual market value of the  
9 property; a foreclosure that was not calculated to promote an equitable sales prices for the property  
10 or to attract proper perspective purchasers; and a foreclosure sale that was designed and/or intended  
11 to result in maximum profit for Southern Terrace, its agent and R. Ventures at the sale without  
12 regard to the rights and interest of those who have an interest in the loan and made the purchase of  
13 the property possible in the first place.

14 60. The foreclosure sale did not extinguish the senior deed of trust because otherwise the  
15 sale would violate Carrington's rights to due process, as a result of Southern Terrace's failure to  
16 provide sufficient notice of the super-priority component of Southern Terrace's lien, the manner and  
17 method to satisfy it, and the consequences for failing to do so.

18 61. The foreclosure sale did not extinguish the senior deed of trust because otherwise the  
19 sale would violate Carrington's rights to due process, as a result of Southern Terrace's improper  
20 calculation of the super-priority component and its inclusion of charges that are not part of the super-  
21 priority lien under Nevada law.

22 62. The foreclosure sale did not extinguish the senior deed of trust because R. Ventures  
23 does not qualify as a bona fide purchaser for value, because it was aware of, or should have been  
24 aware of, the existence of the senior deed of trust, the satisfaction of the super-priority component of  
25 HOA's lien and the commercial unreasonableness of the HOA sale.

26 **SECOND CAUSE OF ACTION**  
27 **(Wrongful Foreclosure against Southern Terrace)**  
28

1           63.     Carrington repeats and re-alleges the preceding paragraphs as though fully set forth  
2 herein and incorporates the same by reference.

3           64.     NRS § 116.1113 provides that every contract or duty governed by this chapter  
4 imposes an obligation of good faith in its performance or enforcement.

5           65.     Southern Terrace also undertook a duty to identify the super-priority amount to  
6 lenders and loan servicers like BANA and Carrington, to them that their security interest was at risk,  
7 and to provide an opportunity to satisfy the super-priority amount to protect their security interest in  
8 the property.

9           66.     Southern Terrace breached its duty of good faith by not identifying the super-priority  
10 amount of its lien for BANA or Carrington, by not notifying BANA or Carrington that its security  
11 interest was at risk and by obstructing BANA's ability to protect its security interest in the property.

12           67.     If it is determined Southern Terrace's sale extinguished the senior deed of trust  
13 notwithstanding the deficiencies, violations, and improper actions described herein, Southern  
14 Terrace's breach of its obligation of good faith will cause Carrington to suffer general and special  
15 damages in the amount equal to the fair market value of the property or the unpaid principal balance  
16 of the loan at issue, plus interest, at the time of the HOA sale, whichever is greater.

17           68.     Carrington was required to retain an attorney to prosecute this action, and is therefore  
18 entitled to collect its reasonable attorneys' fees and costs.

19                               **THIRD CAUSE OF ACTION**  
20                               **(Wrongful Foreclosure against Southern Terrace)**

21           69.     Carrington repeats and re-alleges the preceding paragraphs as though fully set forth  
22 herein and incorporates the same by reference.

23           70.     To the extent defendants contend or the court concludes Southern Terrace's  
24 foreclosure sale extinguished the senior deed of trust, the foreclosure was wrongful.

25           71.     Because Southern Terrace failed to give adequate notice and an opportunity to cure  
26 the deficiency, the foreclosure was wrongful to the extent any defendant contends it extinguished the  
27 senior deed of trust.  
28

1           72.     Because the super-priority portion of Southern Terrace's lien was satisfied prior to the  
2 foreclosure sale, there was no default in the super-priority component of Southern Terrace's lien at  
3 the time of the foreclosure sale and the foreclosure was wrongful to the extent any defendant  
4 contends it extinguished the senior deed of trust.

5           73.     Because, on information and belief, Southern Terrace sold the property for a grossly  
6 inadequate amount, compared to the value of the property and amount of outstanding liens  
7 defendants contend were extinguished by the foreclosure sale, the foreclosure was wrongful to the  
8 extent any defendant contends it extinguished the senior deed of trust.

9           74.     Because Southern Terrace violated the good faith requirements of NRS 116.1113, the  
10 foreclosure was wrongful to the extent any defendant contends it extinguished the senior deed of  
11 trust.

12           75.     If it is determined Southern Terrace's foreclosure sale extinguished the senior deed of  
13 trust notwithstanding the deficiencies, violations, and improper actions described herein, Southern  
14 Terrace's actions will cause Carrington to suffer general and special damages in the amount equal to  
15 the fair market value of the property or the unpaid principal balance of the loan at issue, plus interest,  
16 at the time of the sale, whichever is greater.

17           76.     Carrington was required to retain an attorney to prosecute this action, and is therefore  
18 entitled to collect its reasonable attorneys' fees and costs.

19                           **FOURTH CAUSE OF ACTION**  
20                           **(Injunctive Relief against R. Ventures)**

21           77.     Carrington repeats and re-alleges the preceding paragraphs as though fully set forth  
22 herein and incorporates the same by reference.

23           78.     Carrington disputes R. Ventures' claim it owns the property free and clear of the  
24 senior deed of trust.

25           79.     Any sale or transfer of the property by R. Ventures, prior to a judicial determination  
26 concerning the respective rights and interests of the parties to this case, may be rendered invalid if  
27 the senior deed of trust still encumbers the property in first position and was not extinguished by the  
28 HOA sale.

## **PRAYER FOR RELIEF**

Carrington requests the Court grant the following relief:

1. To determine that R. Ventures purchased the property subject to Carrington's senior deed of trust;

2. An order declaring that R. Ventures purchased the property subject to Carrington's senior deed of trust; alternatively, a declaration that the HOA foreclosure sale was commercially unreasonable, in violation of NRS §116.1113, and void ab initio because R. Ventures is not a bona fide purchaser for value; and the HOA's foreclosure sale to R. Ventures is void pursuant to the Supremacy Clause of the United States Constitution, the Fourteenth Amendment of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution;

3. In the alternative, an order requiring Southern Terrace to pay Carrington all amounts by which it was damaged as a result of Southern Terrace's wrongful foreclosure and/or violation of the good faith provisions of NRS § 116.1113;

4. A preliminary injunction prohibiting R. Ventures, its successors, assigns, or agents



1 from conducting any sale, transfer, or encumbrance of the property that is claimed to be superior to  
2 the senior deed of trust or not subject to the senior deed of trust;

3 5. A preliminary injunction requiring R. Ventures to pay all taxes, insurance, and  
4 homeowner's association dues during the pendency of this action;

5 6. Reasonable attorneys' fees as special damages and the costs of suit; and

6 7. For such other and further relief the Court deems proper.

7 DATED this 27<sup>th</sup> day of July, 2015.

8 **AKERMAN LLP**

9 /s/ Christine M. Parvan, Esq.

10 ARIEL E. STERN, ESQ.

11 Nevada Bar No. 8276

12 CHRISTINE M. PARVAN, ESQ.

13 Nevada Bar No. 10711

14 1160 Town Center Drive, Suite 330

15 Las Vegas, Nevada 89144

16 *Attorneys for Carrington Mortgage Holdings, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 27<sup>th</sup> day of July, 2015 and pursuant to NRCP 5(b), I served via the court's electronic filing system ("Wiznet") and/or deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **CARRINGTON MORTGAGE HOLDINGS, LLC'S ANSWER, COUNTERCLAIMS AND CROSSCLAIMS**, postage prepaid and addressed to:

J. Charles Coons, Esq.  
COOPER COONS  
10655 Park Run Drive, Suite 130  
Las Vegas, NV 89144

*Attorneys for Plaintiff*

/s/ Julia M. Diaz

An employee of AKERMAN LLP

---

## MILES BAUER AFFIDAVIT

---

State of California    }  
                                  } ss.  
Orange County         }

Affiant being first duly sworn, deposes and says:

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

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

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

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

Loan Number: [REDACTED] 0256

Borrower(s): Joyce Pierce

Property Address: 6175 Novelty Street, Las Vegas, Nevada 89148

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

6. Based on Miles Bauer's business records, attached as **Exhibit 1** is a copy of a December 14, 2012 letter from Rock K. Jung, Esq., an attorney with Miles Bauer, to Southern Terrace Homeowners Association, care of Red Rock Financial Services.

7. Based on Miles Bauer's business records, attached as **Exhibit 2** is a copy of Statement of Account from Red Rock Financial Services dated December 27, 2012 and received by Miles Bauer in response to the December 14, 2012 letter identified above.

8. Based on Miles Bauer's business records, attached as **Exhibit 3** is a copy of a January 10, 2013 letter from Mr. Jung to Red Rock Financial Services enclosing a check for \$655.14.

9. Based on Miles Bauer's business records, on January 11, 2013, Red Rock Financial Services confirmed receipt of the January 10, 2013 letter and \$655.14 check. A copy of the confirmation of receipt from Miles Bauer's business records is attached as **Exhibit 4**.

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10. Based on Miles Bauer's business records, Red Rock Financial Services rejected the \$655.14 check. A copy of a screenshot containing the relevant case management note confirming the check was rejected is attached as **Exhibit 5**.

FURTHER DECLARANT SAYETH NOT.

Date: 1/20/15 AKK  
Declarant Adam Kendis

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

State of California

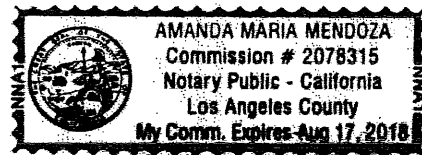
County of Orange

Subscribed and sworn to (or affirmed) before me on this 20<sup>th</sup> day of January, 2015,

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

the person who appeared before me.

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



# EXHIBIT 1

DOUGLAS E. MILES  
Also Admitted in California &  
Illinois

JEREMY T. BERGSTROM  
Also Admitted in Arizona

GINA M. CORENA

ROCK K. JUNG

KRISTA J. NELSON

JORY C. GARABEDIAN

THOMAS M. MORLAN

Admitted in California

STEVEN E. STERN

Admitted in Arizona & Illinois

ANDREW H. FASTWICK

Also Admitted in Arizona &

California

PATERNIO C. JURANI



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

2200 Pasco Verde Pkwy., Suite 250  
Henderson, NV 89052  
Phone: (702) 369-5960  
Fax: (702) 942-0411

**CALIFORNIA OFFICE**  
1231 E. Dyer Road, Suite 100  
Santa Ana, CA 92705  
Phone: (714) 481-9100  
Fax: (714) 481-9141

RICHARD J. BAUER, JR.  
FRED TIMOTHY WINTERS  
KEENAN E. McCLENNAN  
MARK T. DOMEYER

Also Admitted in the District of  
Columbia & Virginia

TAMI S. CROSBY  
L. BRYANT JAQUEZ  
VY T. PHAM  
HADI R. SEYED-ALI  
BRIAN H. TRAN  
CORI B. JONES  
CATHERINE K. MASON  
CHRISTINE A. CHUNG  
HANH T. NGUYEN  
S. SHELLY RAISZADEH  
SHANNON C. WILLIAMS  
LAWRENCE R. BOIVIN  
RICK J. NEHORAOFF  
BRIAN M. LUNA

December 14, 2012

Southern Terrace Homeowners Association  
Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, NV 89119

Re: *Property Address:* 6175 Novelty Street, Las Vegas, NV 89148  
*MBBW File No.:* 12-H2384

Dear Sir or Madam:

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

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

The association has a lien on a unit for:

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

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

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

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

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

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


Based on Section 2(b), a portion of your HOA lien is arguably senior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated November 6, 2012. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BANA should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

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

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

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.



# EXHIBIT 2



Red Rock Financial Services

Numbers of Pages 12

December 27, 2012

Miles, Bauer, Bergstrom & Winters, LLP  
Attn: Diane Brown  
Via Email: [dbrown@mileslegal.com](mailto:dbrown@mileslegal.com)

Re: 6175 Novelty St, Las Vegas, NV 89148  
Southern Terrace Homeowners Association / R805962

***Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.***

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$4,248.62. This demand and its balance due will expire on 1/11/13. You MUST request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

**Southern Terrace Homeowners Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at [www.rmille.com](http://www.rmille.com) to request their demand statement for those additional amounts prior to closing.**

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

[www.rrfs.com](http://www.rrfs.com)

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

Page 1

Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
02/11/2009	Master Assessments	\$62.00	\$62.00	
02/11/2009	Master Assessments	\$62.00	\$124.00	
02/11/2009	Master Assessments	\$57.00	\$181.00	
02/11/2009	Master Assessments	\$57.00	\$238.00	
02/11/2009	Master Assessments	\$57.00	\$295.00	
02/11/2009	Master Assessments	\$57.00	\$352.00	
02/11/2009	Master Assessments	\$57.00	\$409.00	
02/11/2009	Assessment	\$8.00	\$417.00	
02/11/2009	Assessment	\$8.00	\$425.00	
02/11/2009	Assessment	\$8.00	\$433.00	
02/11/2009	Assessment	\$8.00	\$441.00	
02/11/2009	Assessment	\$8.00	\$449.00	
02/11/2009	Assessment	\$8.00	\$457.00	
02/11/2009	Assessment	\$8.00	\$465.00	
02/11/2009	Assessment	\$65.00	\$530.00	
03/01/2009	Master Assessments	\$62.00	\$592.00	
03/01/2009	Assessment	\$8.00	\$600.00	
03/18/2009	Association Mgmt Payment	-\$80.00	\$520.00	00491
03/18/2009	Association Mgmt Payment	-\$130.00	\$390.00	00490
03/30/2009	Late Fee	\$10.00	\$400.00	
04/01/2009	Master Assessments	\$62.00	\$462.00	
04/01/2009	Assessment	\$8.00	\$470.00	
04/03/2009	Association Mgmt Payment	-\$70.00	\$400.00	00453

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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Printed: 12/27/12

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
04/15/2009	Association Mgmt Payment	-\$200.00	\$200.00	00464
04/21/2009	Association Mgmt Payment	-\$200.00	\$0.00	00467
04/30/2009	Association Mgmt Payment	-\$70.00	-\$70.00	00469
05/01/2009	Master Assessments	\$62.00	-\$8.00	
05/01/2009	Assessment	\$8.00	\$0.00	
05/28/2009	Association Mgmt Payment	-\$70.00	-\$70.00	00434
06/01/2009	Master Assessments	\$62.00	-\$8.00	
06/01/2009	Assessment	\$8.00	\$0.00	
07/01/2009	Master Assessments	\$62.00	\$62.00	
07/01/2009	Assessment	\$8.00	\$70.00	
07/30/2009	Late Fee	\$10.00	\$80.00	
08/01/2009	Master Assessments	\$62.00	\$142.00	
08/01/2009	Assessment	\$8.00	\$150.00	
08/03/2009	Association Mgmt Payment	-\$70.00	\$80.00	00415
08/21/2009	Association Mgmt Payment	-\$80.00	\$0.00	00424
09/01/2009	Master Assessments	\$62.00	\$62.00	
09/01/2009	Assessment	\$8.00	\$70.00	
09/30/2009	Late Fee	\$10.00	\$80.00	
10/01/2009	Master Assessments	\$62.00	\$142.00	
10/01/2009	Assessment	\$8.00	\$150.00	
10/15/2009	Association Mgmt Payment	-\$80.00	\$70.00	00590
10/29/2009	Association Mgmt Payment	-\$80.00	-\$10.00	00551
11/01/2009	Master Assessments	\$62.00	\$52.00	

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Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 12/27/12

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
11/01/2009	Assessment	\$8.00	\$60.00	
12/01/2009	Master Assessments	\$62.00	\$122.00	
12/01/2009	Assessment	\$8.00	\$130.00	
12/09/2009	Association Mgmt Payment	-\$80.00	\$50.00	00604
01/01/2010	Master Assessments	\$62.00	\$112.00	
01/01/2010	Assessment	\$8.00	\$120.00	
01/19/2010	Association Mgmt Payment	-\$50.00	\$70.00	00618
01/30/2010	Late Fee	\$10.00	\$80.00	
02/01/2010	Master Assessments	\$62.00	\$142.00	
02/01/2010	Assessment	\$8.00	\$150.00	
03/01/2010	Master Assessments	\$62.00	\$212.00	
03/01/2010	Assessment	\$8.00	\$220.00	
03/02/2010	Late Fee	\$10.00	\$230.00	
03/30/2010	Late Fee	\$10.00	\$240.00	
04/01/2010	Master Assessments	\$62.00	\$302.00	
04/01/2010	Assessment	\$8.00	\$310.00	
04/02/2010	Association Mgmt Payment	-\$70.00	\$240.00	31173
04/30/2010	Late Fee	\$10.00	\$250.00	
05/01/2010	Master Assessments	\$62.00	\$312.00	
05/01/2010	Assessment	\$8.00	\$320.00	
05/10/2010	Association Mgmt Payment	-\$70.00	\$250.00	40273
05/31/2010	Late Fee	\$10.00	\$260.00	
06/01/2010	Master Assessments	\$62.00	\$322.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 12/27/12

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
06/01/2010	Assessment	\$8.00	\$330.00	
06/14/2010	Association Mgmt Payment	-\$70.00	\$260.00	40636
06/30/2010	Association Mgmt Payment	-\$330.00	-\$70.00	063010
07/01/2010	Master Assessments	\$62.00	-\$8.00	
07/01/2010	Assessment	\$8.00	\$0.00	
08/01/2010	Master Assessments	\$62.00	\$62.00	
08/01/2010	Assessment	\$8.00	\$70.00	
08/19/2010	Association Mgmt Payment	-\$70.00	\$0.00	41364
09/01/2010	Master Assessments	\$62.00	\$62.00	
09/01/2010	Assessment	\$8.00	\$70.00	
09/30/2010	Late Fee	\$10.00	\$80.00	
10/01/2010	Master Assessments	\$62.00	\$142.00	
10/01/2010	Assessment	\$8.00	\$150.00	
10/18/2010	Association Mgmt Payment	-\$70.00	\$80.00	42107
10/18/2010	Association Mgmt Payment	-\$70.00	\$10.00	42106
11/01/2010	Master Assessments	\$62.00	\$72.00	
11/01/2010	Assessment	\$8.00	\$80.00	
11/03/2010	Fine	\$50.00	\$130.00	
11/16/2010	Association Mgmt Payment	-\$70.00	\$60.00	42487
11/30/2010	Fine	\$50.00	\$110.00	
12/01/2010	Master Assessments	\$62.00	\$172.00	
12/01/2010	Assessment	\$8.00	\$180.00	
12/08/2010	Fine	\$50.00	\$230.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 12/27/12

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
12/13/2010	Association Mgmt Payment	-\$70.00	\$160.00	42698
12/15/2010	Fine	\$50.00	\$210.00	
12/22/2010	Fine	\$50.00	\$260.00	
12/29/2010	Fine	\$50.00	\$310.00	
01/01/2011	Master Assessments	\$62.00	\$372.00	
01/01/2011	Assessment	\$8.00	\$380.00	
01/05/2011	Fine	\$50.00	\$430.00	
01/12/2011	Fine	\$50.00	\$480.00	
01/19/2011	Fine	\$50.00	\$530.00	
01/26/2011	Fine	\$50.00	\$580.00	
01/30/2011	Late Fee	\$10.00	\$590.00	
02/01/2011	Master Assessments	\$62.00	\$652.00	
02/01/2011	Assessment	\$8.00	\$660.00	
02/02/2011	Fine	\$50.00	\$710.00	
02/09/2011	Fine	\$50.00	\$760.00	
02/16/2011	Fine	\$50.00	\$810.00	
02/17/2011	Association Mgmt Payment	-\$70.00	\$740.00	43307
02/24/2011	Fine	\$50.00	\$790.00	
03/01/2011	Master Assessments	\$62.00	\$852.00	
03/01/2011	Assessment	\$8.00	\$860.00	
03/02/2011	Fine	\$50.00	\$910.00	
03/02/2011	Late Fee	\$10.00	\$920.00	
03/09/2011	Fine	\$50.00	\$970.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
03/16/2011	Fine	\$50.00	\$1,020.00	
03/16/2011	Association Mgmt Payment	-\$70.00	\$950.00	43606
03/23/2011	Fine	\$50.00	\$1,000.00	
03/30/2011	Fine	\$50.00	\$1,050.00	
03/30/2011	Late Fee	\$10.00	\$1,060.00	
04/01/2011	Master Assessments	\$62.00	\$1,122.00	
04/01/2011	Assessment	\$8.00	\$1,130.00	
04/07/2011	Fine	\$50.00	\$1,180.00	
04/11/2011	Association Mgmt Payment	-\$70.00	\$1,110.00	44079
04/13/2011	Fine	\$50.00	\$1,160.00	
04/20/2011	Fine	\$50.00	\$1,210.00	
04/27/2011	Fine	\$50.00	\$1,260.00	
04/30/2011	Late Fee	\$10.00	\$1,270.00	
05/01/2011	Master Assessments	\$62.00	\$1,332.00	
05/01/2011	Assessment	\$8.00	\$1,340.00	
05/04/2011	Fine	\$50.00	\$1,390.00	
05/11/2011	Fine	\$50.00	\$1,440.00	
05/11/2011	Association Mgmt Payment	-\$70.00	\$1,370.00	44393
05/18/2011	Fine	\$50.00	\$1,420.00	
05/25/2011	Fine	\$50.00	\$1,470.00	
05/26/2011	Association Mgmt Payment	-\$70.00	\$1,400.00	44641
06/01/2011	Master Assessments	\$62.00	\$1,462.00	
06/01/2011	Assessment	\$8.00	\$1,470.00	

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**Red Rock Financial Services**  
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Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
06/30/2011	Late Fee	\$10.00	\$1,480.00	
07/01/2011	Master Assessments	\$62.00	\$1,542.00	
07/01/2011	Assessment	\$8.00	\$1,550.00	
07/08/2011	Association Mgmt Payment	-\$70.00	\$1,480.00	45042
07/30/2011	Late Fee	\$10.00	\$1,490.00	
08/01/2011	Master Assessments	\$62.00	\$1,552.00	
08/01/2011	Assessment	\$8.00	\$1,560.00	
08/03/2011	Association Mgmt Payment	-\$70.00	\$1,490.00	45464
08/30/2011	Late Fee	\$10.00	\$1,500.00	
09/01/2011	Master Assessments	\$62.00	\$1,562.00	
09/01/2011	Assessment	\$8.00	\$1,570.00	
09/12/2011	Association Mgmt Payment	-\$70.00	\$1,500.00	46016
09/30/2011	Late Fee	\$10.00	\$1,510.00	
10/01/2011	Master Assessments	\$62.00	\$1,572.00	
10/01/2011	Assessment	\$8.00	\$1,580.00	
10/13/2011	Association Mgmt Payment	-\$70.00	\$1,510.00	46393
11/01/2011	Master Assessments	\$62.00	\$1,572.00	
11/01/2011	Assessment	\$8.00	\$1,580.00	
11/15/2011	Association Mgmt Payment	-\$70.00	\$1,510.00	67141
11/30/2011	Late Fee	\$10.00	\$1,520.00	
12/01/2011	Master Assessments	\$62.00	\$1,582.00	
12/01/2011	Assessment	\$8.00	\$1,590.00	
12/16/2011	Association Mgmt Payment	-\$70.00	\$1,520.00	47135

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**Red Rock Financial Services**  
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Red Rock Financial Services Account Number: R805962

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BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
12/30/2011	Late Fee	\$10.00	\$1,530.00	
01/01/2012	Master Assessments	\$62.00	\$1,592.00	
01/01/2012	Assessment	\$8.00	\$1,600.00	
01/20/2012	Association Mgmt Payment	-\$70.00	\$1,530.00	47569
01/30/2012	Late Fee	\$10.00	\$1,540.00	
02/01/2012	Master Assessments	\$62.00	\$1,602.00	
02/01/2012	Assessment	\$8.00	\$1,610.00	
02/17/2012	Association Mgmt Payment	-\$70.00	\$1,540.00	47908
03/01/2012	Master Assessments	\$62.00	\$1,602.00	
03/01/2012	Assessment	\$8.00	\$1,610.00	
03/02/2012	Late Fee	\$10.00	\$1,620.00	
03/13/2012	Association Mgmt Payment	-\$70.00	\$1,550.00	00004
03/30/2012	Late Fee	\$10.00	\$1,560.00	
04/01/2012	Master Assessments	\$62.00	\$1,622.00	
04/01/2012	Assessment	\$8.00	\$1,630.00	
04/04/2012	Association Mgmt Payment	-\$70.00	\$1,560.00	48480
04/30/2012	Late Fee	\$10.00	\$1,570.00	
05/01/2012	Master Assessments	\$62.00	\$1,632.00	
05/01/2012	Assessment	\$8.00	\$1,640.00	
05/31/2012	Late Fee	\$10.00	\$1,650.00	
06/01/2012	Master Assessments	\$62.00	\$1,712.00	
06/01/2012	Assessment	\$8.00	\$1,720.00	
06/30/2012	Late Fee	\$10.00	\$1,730.00	

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Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
07/01/2012	Master Assessments	\$62.00	\$1,792.00	
07/01/2012	Assessment	\$8.00	\$1,800.00	
07/16/2012	Management Company Collection Cost	\$150.00	\$1,950.00	
07/18/2012	Intent to Lien Letter	\$125.00	\$2,075.00	
07/18/2012	Intent Mailing Costs	\$8.97	\$2,083.97	
07/18/2012	Intent Mailing Costs	\$8.97	\$2,092.94	
07/31/2012	Late Fee	\$10.00	\$2,102.94	
08/01/2012	Master Assessments	\$62.00	\$2,164.94	
08/01/2012	Assessment	\$8.00	\$2,172.94	
08/08/2012	Fine	\$50.00	\$2,222.94	
08/29/2012	Association Interest	\$1.81	\$2,224.75	
08/29/2012	Lien Mailing Costs	\$8.97	\$2,233.72	
08/29/2012	Lien for Delinquent Assessment	\$275.00	\$2,508.72	
08/29/2012	Lien Mailing Costs	\$8.97	\$2,517.69	
08/29/2012	Lien Recording Costs	\$34.00	\$2,551.69	
08/29/2012	Lien Release	\$30.00	\$2,581.69	
08/31/2012	Late Fee	\$10.00	\$2,591.69	
09/01/2012	Master Assessments	\$62.00	\$2,653.69	
09/01/2012	Assessment	\$8.00	\$2,661.69	
09/10/2012	Fine	\$50.00	\$2,711.69	
09/29/2012	Association Interest	\$2.07	\$2,713.76	
09/30/2012	Late Fee	\$10.00	\$2,723.76	
10/01/2012	Master Assessments	\$62.00	\$2,785.76	

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**Red Rock Financial Services**  
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BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
10/01/2012	Assessment	\$8.00	\$2,793.76	
10/25/2012	Intent to NOD	\$90.00	\$2,883.76	
10/30/2012	Association Interest	\$2.38	\$2,886.14	
10/31/2012	Late Fee	\$10.00	\$2,896.14	
11/01/2012	Master Assessments	\$62.00	\$2,958.14	
11/01/2012	Assessment	\$8.00	\$2,966.14	
11/06/2012	NOD Mailing Charges Adjustment	-\$26.91	\$2,939.23	
11/06/2012	Trustee Sale Guarantee	\$290.00	\$3,229.23	
11/06/2012	NOD Release	\$30.00	\$3,259.23	
11/06/2012	NOD Recording Costs	\$17.00	\$3,276.23	
11/06/2012	NOD Release Recording Costs	\$17.00	\$3,293.23	
11/06/2012	NOD Mailing Costs	\$89.70	\$3,382.93	
11/06/2012	Notice of Default	\$400.00	\$3,782.93	
11/29/2012	Association Interest	\$2.69	\$3,785.62	
11/30/2012	Late Fee	\$10.00	\$3,795.62	
12/01/2012	Master Assessments	\$62.00	\$3,857.62	
12/01/2012	Assessment	\$8.00	\$3,865.62	
12/12/2012	Payoff Demand	\$150.00	\$4,015.62	
12/27/2012	Payoff Demand	\$150.00	\$4,165.62	
12/30/2012	Association Interest	\$3.00	\$4,168.62	
12/30/2012	Late fee	\$10.00	\$4,178.62	
1/1/2013	assessment	\$8.00	\$4,186.62	
1/1/2013	assessment	\$62.00	\$4,248.62	

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**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>RMI Management, LLC</b>	
Business name/disregarded entity name, if different from above <b>Red Rock Financial Services</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>7251 Amigo Street, Suite 100</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Las Vegas, NV 89119</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
8	8	-	0	3	5	8	1	3	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

12/21/12

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
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\$655.<sup>14</sup>

Red Rock Financial Services Account Number: R805962  
Property Address: 6175 Novelty St, Las Vegas, NV 89148  
BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
02/11/2009	Master Assessments	\$62.00	\$62.00	
02/11/2009	Master Assessments	\$62.00	\$124.00	
02/11/2009	Master Assessments	\$57.00	\$181.00	
02/11/2009	Master Assessments	\$57.00	\$238.00	
02/11/2009	Master Assessments	\$57.00	\$295.00	
02/11/2009	Master Assessments	\$57.00	\$352.00	
02/11/2009	Master Assessments	\$57.00	\$409.00	
02/11/2009	Assessment	\$8.00	\$417.00	
02/11/2009	Assessment	\$8.00	\$425.00	
02/11/2009	Assessment	\$8.00	\$433.00	
02/11/2009	Assessment	\$8.00	\$441.00	
02/11/2009	Assessment	\$8.00	\$449.00	
02/11/2009	Assessment	\$8.00	\$457.00	
02/11/2009	Assessment	\$8.00	\$465.00	
02/11/2009	Assessment	\$65.00	\$530.00	
03/01/2009	Master Assessments	\$62.00	\$592.00	
03/01/2009	Assessment	\$8.00	\$600.00	
03/18/2009	Association Mgmt Payment	-\$80.00	\$520.00	00491
03/18/2009	Association Mgmt Payment	-\$130.00	\$390.00	00490
03/30/2009	Late Fee	\$10.00	\$400.00	
04/01/2009	Master Assessments	\$62.00	\$462.00	
04/01/2009	Assessment	\$8.00	\$470.00	
04/03/2009	Association Mgmt Payment	-\$70.00	\$400.00	00453

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Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

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LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
04/15/2009	Association Mgmt Payment	-\$200.00	\$200.00	00464
04/21/2009	Association Mgmt Payment	-\$200.00	\$0.00	00467
04/30/2009	Association Mgmt Payment	-\$70.00	-\$70.00	00469
05/01/2009	Master Assessments	\$62.00	-\$8.00	
05/01/2009	Assessment	\$8.00	\$0.00	
05/28/2009	Association Mgmt Payment	-\$70.00	-\$70.00	00434
06/01/2009	Master Assessments	\$62.00	-\$8.00	
06/01/2009	Assessment	\$8.00	\$0.00	
07/01/2009	Master Assessments	\$62.00	\$62.00	
07/01/2009	Assessment	\$8.00	\$70.00	
07/30/2009	Late Fee	\$10.00	\$80.00	
08/01/2009	Master Assessments	\$62.00	\$142.00	
08/01/2009	Assessment	\$8.00	\$150.00	
08/03/2009	Association Mgmt Payment	-\$70.00	\$80.00	00415
08/21/2009	Association Mgmt Payment	-\$80.00	\$0.00	00424
09/01/2009	Master Assessments	\$62.00	\$62.00	
09/01/2009	Assessment	\$8.00	\$70.00	
09/30/2009	Late Fee	\$10.00	\$80.00	
10/01/2009	Master Assessments	\$62.00	\$142.00	
10/01/2009	Assessment	\$8.00	\$150.00	
10/15/2009	Association Mgmt Payment	-\$80.00	\$70.00	00590
10/29/2009	Association Mgmt Payment	-\$80.00	-\$10.00	00551
11/01/2009	Master Assessments	\$62.00	\$52.00	

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Red Rock Financial Services Account Number: R805962  
Property Address: 6175 Novelty St, Las Vegas, NV 89148  
BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
11/01/2009	Assessment	\$8.00	\$60.00	
12/01/2009	Master Assessments	\$62.00	\$122.00	
12/01/2009	Assessment	\$8.00	\$130.00	
12/09/2009	Association Mgmt Payment	-\$80.00	\$50.00	00604
01/01/2010	Master Assessments	\$62.00	\$112.00	
01/01/2010	Assessment	\$8.00	\$120.00	
01/19/2010	Association Mgmt Payment	-\$50.00	\$70.00	00618
01/30/2010	Late Fee	\$10.00	\$80.00	
02/01/2010	Master Assessments	\$62.00	\$142.00	
02/01/2010	Assessment	\$8.00	\$150.00	
03/01/2010	Master Assessments	\$62.00	\$212.00	
03/01/2010	Assessment	\$8.00	\$220.00	
03/02/2010	Late Fee	\$10.00	\$230.00	
03/30/2010	Late Fee	\$10.00	\$240.00	
04/01/2010	Master Assessments	\$62.00	\$302.00	
04/01/2010	Assessment	\$8.00	\$310.00	
04/02/2010	Association Mgmt Payment	-\$70.00	\$240.00	31173
04/30/2010	Late Fee	\$10.00	\$250.00	
05/01/2010	Master Assessments	\$62.00	\$312.00	
05/01/2010	Assessment	\$8.00	\$320.00	
05/10/2010	Association Mgmt Payment	-\$70.00	\$250.00	40273
05/31/2010	Late Fee	\$10.00	\$260.00	
06/01/2010	Master Assessments	\$62.00	\$322.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Printed: 12/27/12



**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
Information as of: December 27, 2012

Page 4

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
06/01/2010	Assessment	\$8.00	\$330.00	
06/14/2010	Association Mgmt Payment	-\$70.00	\$260.00	40636
06/30/2010	Association Mgmt Payment	-\$330.00	-\$70.00	063010
07/01/2010	Master Assessments	\$62.00	-\$8.00	
07/01/2010	Assessment	\$8.00	\$0.00	
08/01/2010	Master Assessments	\$62.00	\$62.00	
08/01/2010	Assessment	\$8.00	\$70.00	
08/19/2010	Association Mgmt Payment	-\$70.00	\$0.00	41364
09/01/2010	Master Assessments	\$62.00	\$62.00	
09/01/2010	Assessment	\$8.00	\$70.00	
09/30/2010	Late Fee	\$10.00	\$80.00	
10/01/2010	Master Assessments	\$62.00	\$142.00	
10/01/2010	Assessment	\$8.00	\$150.00	
10/18/2010	Association Mgmt Payment	-\$70.00	\$80.00	42107
10/18/2010	Association Mgmt Payment	-\$70.00	\$10.00	42106
11/01/2010	Master Assessments	\$62.00	\$72.00	
11/01/2010	Assessment	\$8.00	\$80.00	
11/03/2010	Fine	\$50.00	\$130.00	
11/16/2010	Association Mgmt Payment	-\$70.00	\$60.00	42487
11/30/2010	Fine	\$50.00	\$110.00	
12/01/2010	Master Assessments	\$62.00	\$172.00	
12/01/2010	Assessment	\$8.00	\$180.00	
12/08/2010	Fine	\$50.00	\$230.00	

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
Information as of: December 27, 2012

Page 5

Red Rock Financial Services Account Number: R805962  
Property Address: 6175 Novelty St, Las Vegas, NV 89148  
BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
12/13/2010	Association Mgmt Payment	-\$70.00	\$160.00	42698
12/15/2010	Fine	\$50.00	\$210.00	
12/22/2010	Fine	\$50.00	\$260.00	
12/29/2010	Fine	\$50.00	\$310.00	
01/01/2011	Master Assessments	\$62.00	\$372.00	
01/01/2011	Assessment	\$8.00	\$380.00	
01/05/2011	Fine	\$50.00	\$430.00	
01/12/2011	Fine	\$50.00	\$480.00	
01/19/2011	Fine	\$50.00	\$530.00	
01/26/2011	Fine	\$50.00	\$580.00	
01/30/2011	Late Fee	\$10.00	\$590.00	
02/01/2011	Master Assessments	\$62.00	\$652.00	
02/01/2011	Assessment	\$8.00	\$660.00	
02/02/2011	Fine	\$50.00	\$710.00	
02/09/2011	Fine	\$50.00	\$760.00	
02/16/2011	Fine	\$50.00	\$810.00	
02/17/2011	Association Mgmt Payment	-\$70.00	\$740.00	43307
02/24/2011	Fine	\$50.00	\$790.00	
03/01/2011	Master Assessments	\$62.00	\$852.00	
03/01/2011	Assessment	\$8.00	\$860.00	
03/02/2011	Fine	\$50.00	\$910.00	
03/02/2011	Late Fee	\$10.00	\$920.00	
03/09/2011	Fine	\$50.00	\$970.00	

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Printed: 12/27/12

**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**

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Information as of: December 27, 2012

Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

**Detailed Summary**

Date	Description	Amount	Balance	Check#
03/16/2011	Fine	\$50.00	\$1,020.00	
03/16/2011	Association Mgmt Payment	-\$70.00	\$950.00	43606
03/23/2011	Fine	\$50.00	\$1,000.00	
03/30/2011	Fine	\$50.00	\$1,050.00	
03/30/2011	Late Fee	\$10.00	\$1,060.00	
04/01/2011	Master Assessments	\$62.00	\$1,122.00	
04/01/2011	Assessment	\$8.00	\$1,130.00	
04/07/2011	Fine	\$50.00	\$1,180.00	
04/11/2011	Association Mgmt Payment	-\$70.00	\$1,110.00	44079
04/13/2011	Fine	\$50.00	\$1,160.00	
04/20/2011	Fine	\$50.00	\$1,210.00	
04/27/2011	Fine	\$50.00	\$1,260.00	
04/30/2011	Late Fee	\$10.00	\$1,270.00	
05/01/2011	Master Assessments	\$62.00	\$1,332.00	
05/01/2011	Assessment	\$8.00	\$1,340.00	
05/04/2011	Fine	\$50.00	\$1,390.00	
05/11/2011	Fine	\$50.00	\$1,440.00	
05/11/2011	Association Mgmt Payment	-\$70.00	\$1,370.00	44393
05/18/2011	Fine	\$50.00	\$1,420.00	
05/25/2011	Fine	\$50.00	\$1,470.00	
05/26/2011	Association Mgmt Payment	-\$70.00	\$1,400.00	44641
06/01/2011	Master Assessments	\$62.00	\$1,462.00	
06/01/2011	Assessment	\$8.00	\$1,470.00	

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
Information as of: December 27, 2012

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Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINFE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
06/30/2011	Late Fee	\$10.00	\$1,480.00	
07/01/2011	Master Assessments	\$62.00	\$1,542.00	
07/01/2011	Assessment	\$8.00	\$1,550.00	
07/08/2011	Association Mgmt Payment	-\$70.00	\$1,480.00	45042
07/30/2011	Late Fee	\$10.00	\$1,490.00	
08/01/2011	Master Assessments	\$62.00	\$1,552.00	
08/01/2011	Assessment	\$8.00	\$1,560.00	
08/03/2011	Association Mgmt Payment	-\$70.00	\$1,490.00	45464
08/30/2011	Late Fee	\$10.00	\$1,500.00	
09/01/2011	Master Assessments	\$62.00	\$1,562.00	
09/01/2011	Assessment	\$8.00	\$1,570.00	
09/12/2011	Association Mgmt Payment	-\$70.00	\$1,500.00	46016
09/30/2011	Late Fee	\$10.00	\$1,510.00	
10/01/2011	Master Assessments	\$62.00	\$1,572.00	
10/01/2011	Assessment	\$8.00	\$1,580.00	
10/13/2011	Association Mgmt Payment	-\$70.00	\$1,510.00	46393
11/01/2011	Master Assessments	\$62.00	\$1,572.00	
11/01/2011	Assessment	\$8.00	\$1,580.00	
11/15/2011	Association Mgmt Payment	-\$70.00	\$1,510.00	67141
11/30/2011	Late Fee	\$10.00	\$1,520.00	
12/01/2011	Master Assessments	\$62.00	\$1,582.00	
12/01/2011	Assessment	\$8.00	\$1,590.00	
12/16/2011	Association Mgmt Payment	-\$70.00	\$1,520.00	47135

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
Information as of: December 27, 2012

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Red Rock Financial Services Account Number: R805962

Property Address: 6175 Novelty St, Las Vegas, NV 89148

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP, / MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., / MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
12/30/2011	Late Fee	\$10.00	\$1,530.00	
01/01/2012	Master Assessments	\$62.00	\$1,592.00	
01/01/2012	Assessment	\$8.00	\$1,600.00	
01/20/2012	Association Mgmt Payment	-\$70.00	\$1,530.00	47569
01/30/2012	Late Fee	\$10.00	\$1,540.00	
02/01/2012	Master Assessments	\$62.00	\$1,602.00	
02/01/2012	Assessment	\$8.00	\$1,610.00	
02/17/2012	Association Mgmt Payment	-\$70.00	\$1,540.00	47908
03/01/2012	Master Assessments	\$62.00	\$1,602.00	
03/01/2012	Assessment	\$8.00	\$1,610.00	
03/02/2012	Late Fee	\$10.00	\$1,620.00	
03/13/2012	Association Mgmt Payment	-\$70.00	\$1,550.00	00004
03/30/2012	Late Fee	\$10.00	\$1,560.00	
04/01/2012	Master Assessments	\$62.00	\$1,622.00	
04/01/2012	Assessment	\$8.00	\$1,630.00	
04/04/2012	Association Mgmt Payment	-\$70.00	\$1,560.00	48480
04/30/2012	Late Fee	\$10.00	\$1,570.00	
05/01/2012	Master Assessments	\$62.00	\$1,632.00	
05/01/2012	Assessment	\$8.00	\$1,640.00	
05/31/2012	Late Fee	\$10.00	\$1,650.00	
06/01/2012	Master Assessments	\$62.00	\$1,712.00	
06/01/2012	Assessment	\$8.00	\$1,720.00	
06/30/2012	Late Fee	\$10.00	\$1,730.00	

Assessment  $9 \times 8 = 72$   
Late fee  $9 \times 10 = 90$   
Interest = 11.95  
Collection  $1,443.58 \div 3$   
= 481.19

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
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Red Rock Financial Services Account Number: R805962  
Property Address: 6175 Novelty St, Las Vegas, NV 89148  
BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
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ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
07/01/2012	Master Assessments	\$62.00	\$1,792.00	
07/01/2012	Assessment	\$8.00	\$1,800.00	
07/16/2012	Management Company Collection Cost	C \$150.00	\$1,950.00	
07/18/2012	Intent to Lien Letter	C \$125.00	\$2,075.00	
07/18/2012	Intent Mailing Costs	C \$8.97	\$2,083.97	
07/18/2012	Intent Mailing Costs	C \$8.97	\$2,092.94	
07/31/2012	Late Fee	\$10.00	\$2,102.94	
08/01/2012	Master Assessments	\$62.00	\$2,164.94	
08/01/2012	Assessment	\$8.00	\$2,172.94	
08/08/2012	Fine	— \$50.00	\$2,222.94	
08/29/2012	Association Interest	I \$1.81	\$2,224.75	
08/29/2012	Lien Mailing Costs	C \$8.97	\$2,233.72	
08/29/2012	Lien for Delinquent Assessment	C \$275.00	\$2,508.72	
08/29/2012	Lien Mailing Costs	C \$8.97	\$2,517.69	
08/29/2012	Lien Recording Costs	C \$34.00	\$2,551.69	
08/29/2012	Lien Release	C \$30.00	\$2,581.69	
08/31/2012	Late Fee	\$10.00	\$2,591.69	
09/01/2012	Master Assessments	\$62.00	\$2,653.69	
09/01/2012	Assessment	\$8.00	\$2,661.69	
09/10/2012	Fine	\$50.00	\$2,711.69	
09/29/2012	Association Interest	I \$2.07	\$2,713.76	
09/30/2012	Late Fee	\$10.00	\$2,723.76	
10/01/2012	Master Assessments	\$62.00	\$2,785.76	

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**Red Rock Financial Services**  
**Account Detail**  
**Southern Terrace Homeowners Association**  
Information as of: December 27, 2012

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Red Rock Financial Services Account Number: R805962  
Property Address: 6175 Novelty St, Las Vegas, NV 89148  
BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
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ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE, / Pierce, Joyce

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2012	Assessment	\$8.00	\$2,793.76	
10/25/2012	Intent to NOD	\$90.00	\$2,883.76	
10/30/2012	Association Interest	\$2.38	\$2,886.14	
10/31/2012	Late Fee	\$10.00	\$2,896.14	
11/01/2012	Master Assessments	\$62.00	\$2,958.14	
11/01/2012	Assessment	\$8.00	\$2,966.14	
11/06/2012	NOD Mailing Charges Adjustment	-\$26.91	\$2,939.23	
11/06/2012	Trustee Sale Guarantee	\$290.00	\$3,229.23	
11/06/2012	NOD Release	\$30.00	\$3,259.23	
11/06/2012	NOD Recording Costs	\$17.00	\$3,276.23	
11/06/2012	NOD Release Recording Costs	\$17.00	\$3,293.23	
11/06/2012	NOD Mailing Costs	\$89.70	\$3,382.93	
11/06/2012	Notice of Default	\$400.00	\$3,782.93	
11/29/2012	Association Interest	\$2.69	\$3,785.62	
11/30/2012	Late Fee	\$10.00	\$3,795.62	
12/01/2012	Master Assessments	\$62.00	\$3,857.62	
12/01/2012	Assessment	\$8.00	\$3,865.62	
12/12/2012	Payoff Demand	\$150.00	\$4,015.62	
12/27/2012	Payoff Demand	\$150.00	\$4,165.62	
12/30/2012	Association Interest	\$3.00	\$4,168.62	
12/30/2012	Late fee	\$10.00	\$4,178.62	
1/1/2013	assessment	\$8.00	\$4,186.62	
1/1/2013	assessment	\$62.00	\$4,248.62	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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# **EXHIBIT 3**



DOUGLASE E. MILES  
Also Admitted in California &  
Illinois

JEREMY T. BERGSTROM  
Also Admitted in Arizona

GINA M. CORENA

ROCK K. JUNG

KRISTA J. NIELSON

JORY C. GARABEDIAN

THOMAS M. MORLAN

Admitted in California

STEVEN E. STERN

Admitted in Arizona & Illinois

ANDREW H. PASTWICK

Also Admitted in Arizona &

California

PATERNO C. JURANI



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

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

CALIFORNIA OFFICE  
1231 E. Dyer Road, Suite 100  
Santa Ana, CA 92705  
Phone: (714) 481-9100  
Fax: (714) 481-9141

RICHARD J. BAUER, JR.  
FRED TIMOTHY WINTERS  
KEENAN E. MCLENAHAN  
MARK T. DOMEYER  
Also Admitted in the District of  
Columbia & Virginia

TAMIS CROSBY  
L. BRYANT JAQUEZ  
VY T. PHAM  
HADI R. SEYED-ALI  
BRIAN H. TRAN  
CORI D. JONES  
CATHERINE K. MASON  
CHRISTINE A. CHUNG  
HANH T. NGUYEN  
THOMAS B. SONG  
S. SHELLY RAISZADEH  
SHANNON C. WILLIAMS  
LAWRENCE R. BOIVIN  
RICK J. NEHORAOFF  
BRIAN M. LUNA

January 10, 2013

RED ROCK FINANCIAL SERVICES  
7251 Amigo Street, Suite 100  
Las Vegas, NV 89119

Re: *Property Address:* 6175 Novelty Street  
*Account ID:* R805962  
*LOAN #:* [REDACTED] 0256  
*MBBW File No.* 12-H2384

Dear Sir/Madame:

As you may recall, this firm represents the interests of Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP (hereinafter "BANA") with regard to the issues set forth herein. We have received correspondence from your firm regarding our inquiry into the "Super Priority Demand Payoff" for the above referenced property. The Statement of Account provided by you in regards to the above-referenced address shows a full payoff amount of \$4,248.62. BANA is the beneficiary/servicer of the first deed of trust loan secured by the property and wishes to satisfy its obligations to the HOA. Please bear in mind that:

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

The association has a lien on a unit for:

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

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

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

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

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


Based on Section 2(b), a portion of your HOA lien is arguably prior to BANA's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment. As stated above, the payoff amount stated by you includes many fees that are junior to our client's first deed of trust pursuant to the aforementioned NRS 116.3102 Subsection (1), Paragraphs (j) through (n). Nevertheless, due to the Nevada Real Estate Division's Advisory Opinion of December 2010, which was recently ratified in the Nevada Supreme Court's *non-published* opinion on May 23, 2012, our client wishes to also make a good-faith tender of your collection costs as part of the super-priority amount. Bear in mind that NRS 116.310313(1) only allows "[a]n association [to] charge a unit's owner reasonable fees to cover the costs of collecting any past due obligation." Here, reasonable collection costs in relation to my client's position as the first deed of trust lienholder, as opposed to a unit owner, is thought to be \$583.14.

Thus, our client has authorized us to make payment to you in the amount of \$655.14, which takes into account both the maximum 9 months worth of common assessments as well as reasonable collection costs to satisfy its obligations to the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a cashier's check made out to Red Rock Financial Services in the sum of \$655.14. This is a non-negotiable amount and any endorsement of said cashier's check on your part, whether express or implied, will be strictly construed as an unconditional acceptance on your part of the facts stated herein and express agreement that BANA's financial obligations towards the HOA in regards to the real property located at 6175 Novelty Street have now been "paid in full".

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

Sincerely,

*MILES, BAUER, BERGSTROM & WINTERS, LLP*



Rock K. Jung, Esq.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct  
 Payee: RED ROCK FINANCIAL SERVICES  
 12-H2384  
 Date: 1/7/2013  
 Initials: SAC  
 Amount: 655.14

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
1/7/2013	R805962	To Cure HOA Deficiency	655.14			

Miles, Bauer, Bergstrom & Winters, LLP  
 Trust Account  
 1231 E. Dyer Road, #100  
 Santa Ana, CA 92706  
 Phone: (714) 481-9100

Bank of America  
 1100 N. Green Valley Parkway  
 Henderson, NV 89074  
 16-88/1220  
 1020  
 12-H2384  
 Loan # 0256

18144  
 Date: 1/7/2013  
 Amount \$\*\*\*\* 655.14

Pay \$\*\*\*\*Six Hundred Fifty-Five & 14/100 Dollars  
 to the order of  
 RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

⑈18144⑈ ⑆122400724⑆ 501006876973⑈

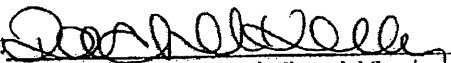
Security Features Included. Details on back.

# **EXHIBIT 4**

On this day, January 11, 2013, Red Rock Financial Services received: (1) letters accompanying each of the checks listed below that address the purpose of the tender and the effect of accepting said checks *and* (2) the following checks for the addresses listed. Please note: checks include HOA Trustee's reasonable collection costs.

<u>Amount</u>	<u>Address</u>	<u>Ref#</u>	<u>MBBW#</u>
\$753.18	9780 Silver Desert Way	R802735	12-H2341
\$2,300.44	4936 River Glen Drive #186	R806882	12-H2357
\$3,223.23	210 E. Flamingo Road #209	R29070	12-H2362
\$692.76	284 Bella Calabria Avenue	R806726	12-H2374
\$1,408.65	6765 Hidden Heritage Court	R806766	12-H2376
\$1,079.58	6538 Golden Bit Avenue	R792978	12-H2377
\$746.69	9645 Thornridge Court	R806768	12-H2379
\$655.14	6175 Novelty Street	R805962	12-H2384

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

Signature:   
An Employee of Red Rock Financial Services

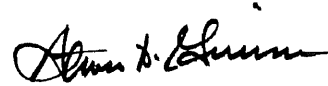
Date: 1/11/13

Print: Rachel Kelly  
An Employee of Red Rock Financial Services

Date: 1/11/13

# EXHIBIT 5





CLERK OF THE COURT

1 J. CHARLES COONS, ESQ.  
Nevada Bar No. 10553  
2 [Charles@coopercoons.com](mailto:Charles@coopercoons.com)  
THOMAS MISKEY, ESQ.  
3 Nevada Bar No. 13540  
[Thomas@coopercoons.com](mailto:Thomas@coopercoons.com)  
4 COOPER COONS, LTD.  
10655 Park Run Drive, Suite 130  
5 Las Vegas, Nevada 89144  
(702) 998-1500  
6 *Attorneys for Plaintiff*

7  
8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 R VENTURES VIII, LLC, a Nevada series  
11 limited liability company of the container R  
12 VENUTERS, LLC under NRS § 86.296,

13 **Plaintiff,**

14 v.

15 TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP., a Florida corporation;  
16 WELLS FARGO BANK, N.A., a national  
association; BANK OF AMERICA, N.A., a  
17 national association; SOUTHERN TERRACE  
HOMEOWNERS' ASSOCIATION, a  
Nevada domestic non-profit coop corporation;  
18 JOYCE PIERCE, an individual; DOES I  
through X; and ROE CORPORATIONS I  
19 through X, inclusive,

20 **Defendants.**

Case No.: A-13-684151-C

Dept. No.: VI

**NOTICE OF ENTRY OF ORDER**

21  
22 PLEASE TAKE NOTICE an Order Granting Plaintiff's Motion for Fees and Costs was  
23 entered in the above captioned matter on September 8, 2016, a copy of which is attached hereto.

24 ///

25 ///

26 ///

27 ///

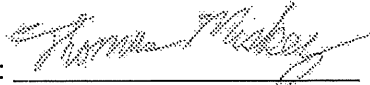
28 ///



1 There are no social security numbers contained in this document.

2 DATED this 30th day of September, 2016.

3  
4 COOPER COONS, LTD.  
5 *Attorneys at Law*

6  
7 By:   
8 J. CHARLES COONS, ESQ.  
9 Nevada Bar No. 10553  
10 THOMAS MISKEY, ESQ.  
11 Nevada Bar No. 13540  
12 10655 Park Run Drive, Suite 130  
13 Las Vegas, Nevada 89144  
14 V: (702) 998-1500  
15 F: (702) 998-1503  
16 *Attorneys for Plaintiff*  
17  
18  
19  
20  
21  
22  
23  
24  
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26  
27  
28

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies on September 30, 2016, a true and correct copy of the above and foregoing was serve to the following at their last known address(es), facsimile numbers and/or e-mail/other electronic means, pursuant to:

\_\_\_\_\_ **BY MAIL:** N.R.C.P. 5(b), I deposited by first class United States mailing, postage prepaid at Las Vegas, Nevada;

\_\_\_\_\_ **BY FAX:** E.D.C.R. 7.26(a), I served via facsimile at the telephone number provided for such transmissions;

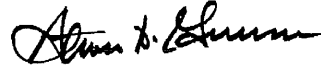
\_\_\_\_\_ **BY MAIL AND FAX:** N.R.C.P. 5(b), I deposited by first class United States mail, postage prepaid in Las Vegas, Nevada; and via facsimile pursuant to E.D.C.R. 7.26(a);

  X   **BY E-MAIL AND/OR ELECTRONIC MEANS:** N.R.C.P. 5(b)(2)(D) and addressee (s) having consented to electronic service, I via e-mail or other electronic means to the e-mail address(es) of the addressee(s).

Akerman LLP	
Contact	Email
Akerman Las Vegas Office	<a href="mailto:akermanlas@akerman.com">akermanlas@akerman.com</a>

*/s/ Kim Hexamer*

An employee of COOPER COONS, LTD.



CLERK OF THE COURT

J. CHARLES COONS, ESQ.  
Nevada Bar No. 10553  
[Charles@coopercoons.com](mailto:Charles@coopercoons.com)  
Nevada Bar No. 13540  
[Thomas@coopercoons.com](mailto:Thomas@coopercoons.com)  
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10655 Park Run Drive, Suite 130  
Las Vegas, Nevada 89144  
(702) 998-1500  
*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

R VENTURES VIII, LLC, a Nevada series  
limited liability company of the container R  
VENUTERS, LLC under NRS § 86.296,

Plaintiff,

v.

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP., a Florida corporation;  
WELLS FARGO BANK, N.A., a national  
association; BANK OF AMERICA, N.A., a  
national association; SOUTHERN TERRACE  
HOMEOWNERS' ASSOCIATION, a Nevada  
domestic non-profit coop corporation; JOYCE  
PIERCE, an individual; CARRINGTON  
MORTGAGE HOLDINGS, LLC; DOES I  
through X; and ROE CORPORATIONS II  
through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-13-684151-C

Dept. No.: VI

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR ATTORNEY'S FEES AND  
COSTS**

THIS MATTER having come on for hearing on August 9, 2016 at 8:30 am, THOMAS  
MISKEY, Esq., of COOPER COONS, LTD, appearing as counsel for the Plaintiff R VENTURES  
VIII, LLC, REX D. GARNER, ESQ., of AKERMAN, LLP, appearing for Defendant  
CARRINGTON MORTGAGE HOLDINGS, LLC, and the Court having heard the representations  
of counsel and after having examined the records and documents on file in the above-entitled  
matter and being fully advised;

///

THE COURT HEREBY FINDS:

1. NRS 116.3116(8) provides for a mandatory award of reasonable attorney's fees for a prevailing party for any action brought under this section.

2. Plaintiff's first claim for declaratory relief was brought under and based in NRS 116.3116.

3. Plaintiff's second claim for injunctive relief was brought under and based in NRS 116.3116.

4. Plaintiff's claims are of the type contemplated by NRS 116.3116(8) and thus it applies to the instant action.

5. Plaintiff is the prevailing part in this action and thus is entitled to an award of attorney's fees.

6. The Court has examined Plaintiff's submitted fees and costs under the standard set forth in *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 and found them reasonable because of the nature and extent of the litigation.

7. Upon examination, Plaintiff's submitted costs in the amount of one thousand and four hundred and sixty dollars and fifty cents (\$1,460.50) was necessarily and reasonably incurred in this action.

8. Upon examination, Plaintiff's submitted attorney's fees in the amount of twenty four thousand and five dollars (\$24,005.00) was necessarily and reasonably incurred in this action.

IT IS HEREBY ORDERED that Plaintiff's Renewed Motion for Attorney's Fees and Costs is **GRANTED**.

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IT IS FURTHER ORDERED that Defendant Carrington Mortgage Holdings, LLC's shall pay a monetary judgement in the amount of twenty five thousand, four hundred and sixty five dollars and fifty cents (\$25,465.50) to Plaintiff R Ventures VIII, LLC.

DATED this 31 day of August, 2016.

Elissa F. Cadish  
JUDGE ELISSA F. CADISH *for*

Submitted by:

COOPER COONS, LTD.  
*Attorneys at Law*

By: [Signature]  
J. CHARLES COONS, ESQ. [Signature]  
Nevada Bar No. 10553  
THOMAS MISKEY, ESQ.  
Nevada Bar No. 13540  
10655 Park Run Drive, Suite 130  
Las Vegas, Nevada 89144  
V: (702) 998-1500  
F: (702) 998-1503  
*Attorneys for Plaintiff*

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

CARRINGTON MORTGAGE HOLDINGS,  
LLC,

v.

R VENTURES VIII, LLC

No.

71437

DOCKETING STATEMENT  
CIVIL APPEALS

Electronically Filed  
Oct 27 2016 08:15 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

Revised December 2015

1. Judicial District Eighth Department VI  
County Clark Judge Elissa Cadish  
District Ct. Case No. A-13-684151-C

**2. Attorney filing this docketing statement:**

Attorney Ariel Stern and Natalie Winslow Telephone 702-634-5000  
Firm Akerman LLP, 1160 Town Center Drive, Suite 330, Las Vegas, NV 89144  
Address \_\_\_\_\_

Client(s) Carrington Mortgage Holdings, LLC

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney John Coons and Thomas Miskey Telephone 702-998-1500  
Firm Cooper Coons, Ltd., 10655 Park Run Drive, Suite 130, Las Vegas, NV 89144  
Address \_\_\_\_\_

Client(s) R Ventures VIII, LLC

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:   |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction   |
| <input checked="" type="checkbox"/> Summary judgment        | <input type="checkbox"/> Failure to state a claim   |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute   |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____   |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:  |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification                           |
| <input type="checkbox"/> Review of agency determination     | <input checked="" type="checkbox"/> Other disposition (specify): <u>granting attorneys' fees.</u> |

Defendant/appellant intends to move to consolidate this appeal with the appeal of the district court's order granting plaintiff/respondent's motion for summary judgment.

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Carrington Mortgage Holdings, LLC v. R Ventures VIII, LLC  
Case No. 70545

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Other than the underlying trial court action there are no other cases or proceedings presently or previously pending directly related to this appeal.



**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This is an appeal of the district court's order granting plaintiff/respondent's attorneys' fees following an order granting its motion for summary judgment. Defendant/appellant intends to move to consolidate this appeal with the appeal of the district court's order granting plaintiff/respondent's motion for summary judgment.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the district court appropriately awarded attorneys' fees to plaintiff/respondent, and whether these fees were reasonable in amount. Defendant/appellant intends to move to consolidate this appeal with the appeal of the district court's order granting plaintiff/respondent's motion for summary judgment.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

Appellant will act concurrently with this statement to provide the proper notice under the rules.

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☒ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

The district court's order awarding attorneys' fees to plaintiff/respondent followed an order granting its motion for summary judgment. The motion for summary judgment argued that the HOA foreclosure extinguished defendant/appellant's first deed of trust. Defendant/appellant argued, among other things, that the statute as it existed at the time of the foreclosure sale was facially unconstitutional.

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter should be retained by the Supreme Court pursuant to NRAP 17(a)(13), as it presents as a principal issue the questions of first impression whether NRS 116.3116 is facially unconstitutional and whether a tender offer of nine months of assessments and collection costs extinguished the HOA's superpriority loan.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? \_\_\_\_\_ N/A \_\_\_\_\_

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

## TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from August 31, 2016

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of judgment or order was served September 29, 2016

Was service by:

☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed October 3, 2016

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, *e.g.*, NRAP 4(a) or other

NRAP 4(a)

### SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

(b) Explain how each authority provides a basis for appeal from the judgment or order:

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Taylor, Bean & Whitaker Mortgage Corp.  
Wells Fargo Bank, N.A.  
Bank of America, N.A.  
Southern Terrace Homeowners Association  
Joyce Pierce

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Wells Fargo Bank, N.A. was dismissed by Voluntary Dismissal on November 6, 2013.

Southern Terrace Homeowners Association was dismissed by Stipulation and Order of Dismissal entered on December 12, 2013.

Bank of America, N.A. was dismissed by Order of Dismissal entered on April 28, 2016.

**23. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Plaintiff/respondent alleged in the action that defendant/appellant's first deed of trust was extinguished as a result of the foreclosure sale. Defendant/appellant denied these allegations.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☐ Yes

☒ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

Upon review of this appeal, defendant/appellant determined that the homeowners' association is still a party to the case. Defendant/appellant is no longer asserting claims against the homeowners' association, and intends to request by stipulation or motion that the Nevada Supreme Court allow it to file a voluntary dismissal against the association in the district court action while still retaining jurisdiction to adjudicate this appeal. Defendant/appellant has also inquired as to how plaintiff/respondent intends to dispose of the claims against Taylor, Bean & Whitaker Mortgage Corp. and Joyce Pierce.

(b) Specify the parties remaining below:

The claims by Carrington of Southern Terrace Homeowners Association remain pending in the district court action. The claims by plaintiff/respondent of Taylor, Bean & Whitaker Mortgage Corp. and Joyce Pierce remain pending in the district court action.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

Upon review of this appeal, defendant/appellant determined that the homeowners' association is still a party to the case. Defendant/appellant is no longer asserting claims against the homeowners' association, and intends to request by stipulation or motion that the Nevada Supreme Court allow it to file a voluntary dismissal against the association in the district court action while still retaining jurisdiction to adjudicate this appeal. Defendant/appellant has also inquired as to how plaintiff/respondent intends to dispose of the claims against Taylor, Bean & Whitaker Mortgage Corp. and Joyce Pierce.

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Carrington Mortgage Holdings, LLC

\_\_\_\_\_  
Name of appellant

Natalie Winslow

\_\_\_\_\_  
Name of counsel of record

October 26, 2016

\_\_\_\_\_  
Date

/s/ Natalie Winslow

\_\_\_\_\_  
Signature of counsel of record

Clark County, Nevada

\_\_\_\_\_  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 26th day of October, 2016, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

J. Charles Coons, Esq.  
Thomas A. Miskey, Esq.  
COOPER COONS, LTD.  
10655 Park Run Drive, Suite 130  
Las Vegas, NV 89144

Dated this 26th day of October, 2016

/s/ Allen Stephens

\_\_\_\_\_  
Signature