F. At the present time, Declarant proposes that the Project may include approximately one hundred thirty-six (136) residential dwellings, together with certain Common Elements (defined below).

G. The initial phase of the Project which shall be subject to this Declaration of Covenant, Conditions and Restrictions is Phase 1, more particularly described as:

> Lots One (1) through Five (5) inclusive in Block Six (6), and Lots Twenty-Three (23) through Twenty-Seven (27) inclusive in Block Three (3)as shown on Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

(the "Real Property"). Phase 1 shall contain a total of ten (10) Units, together with Common Elements.

H. There is no guarantee that all phases will be completed, or that the contemplated number of Units will be developed as described above. The project will be consistent with the overall development plan submitted to the U.S. Department of Veterans Affairs and Federal Housing Administration.

I. Each Unit shall have appurtenant to it a membership in the COPPER RIDGE COMMUNITY ASSOCIATION, a Nevada nonprofit corporation ("Association"), which will be the management body for the overall Project.

J. Before selling or conveying any interest in the Real Property, Declarant desires to subject the Real Property in accordance with a common plan to certain covenants, conditions, and restrictions for the benefit of Declarant and any and all present and future owners of the Real Property.

NOW THEREFORE, Declarant hereby declares that the Real Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.1 Act: "Act" shall mean the Uniform Common Interest Ownership Act, NRS Chapter 116, as it may be amended from time to time.

Section 1.2 Allocated Interests: "Allocated Interests" shall mean the Liability for Common Expenses and votes in the Association, which are allocated to Units in the Project. The Allocated Interests are described in Article VIII of this Declaration.

Section 1.3 ARC: "ARC" shall mean the architectural, design and landscaping committee created pursuant to Article XII hereto.

Section 1.4 ARC Rules: "ARC Rules" shall mean the rules adopted by the ARC pursuant to Article XII hereof.

Section 1.5 Assessment, Capital Improvement: "Assessment, Capital Improvement" shall mean a charge against each Unit Owner and his Unit representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Elements which the Association may from time to time authorize, pursuant to the provisions of this Declaration.

Section 1.6 Assessment, Common or Common Expense: "Assessment, Common or Common Expense" shall mean the annual charge against each Unit Owner and his Unit representing a portion of the total, ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Elements or other Common Expenses, which are to be paid by each Unit Owner to the Association, as provided herein.

Section 1.7 Assessment, Master Association: "Assessment, Master Association" shall mean the charges assessed against each Unit pursuant to the Master Declaration.

Section 1.8 Assessment, Reconstruction: "Assessment, Reconstruction" shall mean a charge against each Unit Owner and his Unit, representing a portion of the cost to the Association for reconstruction of any portion of the Improvements on the Common Elements, pursuant to the provisions of this Declaration.

Section 1.9 Assessment, Special: "Assessment, Special" shall mean a charge against a particular Unit Owner and his Unit, directly attributable to or reimbursable by the Unit Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration (including, if applicable, the amount of any deductible payable in connection with an insured loss), or levied by the Board as a reasonable fine or penalty for non-compliance with the Restrictions, plus interest and other charges on such Special Assessment as provided for in this Declaration.

Section 1.10 Association: "Association" shall mean Copper Ridge Community Association, a nonprofit/nonstock corporation organized under NRS Chapter 82 organized as the Association of Unit Owners pursuant to the Act (NRS 116.3101).

Section 1.11 Board of Directors: "Board of Directors" shall mean the board of directors of the Association.

Section 1.12 Bylaws: "Bylaws" shall mean the Bylaws of the Association, as may be amended from time to time.

Section 1.13 Common Elements: "Common Elements" shall mean all (i) real property, other than Units, owned or leased by the Association, (ii) real property over which the Association holds an easement for the use and enjoyment of the Owners, (iii) any personal property owned by the Association for the use and enjoyment of the Owners, and (iv) any other property owned or held by the Association for the use and enjoyment of the Owners. The Common Elements shall initially consist of the real property described as follows:

> A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots One (1) through Five (5) inclusive in Block Six (6), and Lots Twenty-Three (23) through Twenty-Seven (27) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

Section 1.14 Common Expenses: "Common Expenses" shall mean the expenses or financial liabilities for the operation of the Project together with any allocations to reserves and shall include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) Expenses declared to be Common Expenses under the Documents or the Act;

(iii) Expenses agreed upon as Common Expenses by the Association; and

(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.15 Declarant: "Declarant" shall mean Pardee Construction Company of Nevada, a Nevada corporation, or its successor as defined in the Act (NRS 116.110335).

Section 1.16 Declaration: "Declaration" shall mean this document, including any amendments.

Section 1.17 Development Rights: "Development Rights" shall mean the rights reserved by the Declarant under Article VII of this Declaration to create Units, Common Elements and Limited Common Elements within the Project as well as other rights provided for herein.

Section 1.18 Director: "Director" shall mean a member of the Board of Directors.

Section 1.19 Documents: "Documents" shall mean the Declaration, the Plat, the Bylaws and the Rules as they be amended from time to time. Any exhibit, schedule or certification accompanying a Document shall be deemed to be a part of that Document.

Section 1.20 Eligible Insurer: "Eligible Insurer" shall mean an insurer or guarantor of a first Security Interest in a Unit. An Eligible Insurer shall notify the Association in writing of its name and address and inform the Association that it has insured or guaranteed a first Security Interest in a Unit and must provide the Association with the Unit number and address of the Unit on which it is the insurer or guarantor of a Security Interest. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XVII.

Section 1.21 Eligible Mortgagee: "Eligible Mortgagee" shall mean the holder of a first Security Interest in a Unit, when the holder has notified the Association, in writing, of its name and address and that it holds a first Security Interest in a Unit. The notice must include the Unit number and address of the Unit on which it has a security interest. This notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVII.

Section 1.22 FHA: "FHA" shall mean the Federal Housing Administration.

Section 1.23 Improvements: "Improvements" shall mean any construction, structure, fixture or facilities existing or to be constructed on the real property which is included in the Project, including, but not limited to: buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, light poles, fire hydrants, street name signs and walls.

Section 1.24 Liability for Common Expenses: "Liability for Common Expenses" shall mean the liability for common expenses allocated to each Unit pursuant to Article VIII.

Section 1.25 Limited Common Elements: "Limited Common Elements" shall mean the portion of the Common Elements allocated for the exclusive use of fewer than all Unit Owners under the Declaration or the Act (NRS 116.2102(2) or NRS 116.2102(4)).

Section 1.26 Majority or Majority of Unit Owners: "Majority or Majority of Unit Owners" shall mean the Unit Owners of Units to which at least a majority of the votes in the Association are allocated.

Section 1.27 Manager: "Manager" shall mean a person, firm or corporation employed or engaged to perform management services for the Project and the Association.

Section 1.28 Master Association: "Master Association" shall mean the Green Valley Ranch Community Association, Inc. created pursuant to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Green Valley Ranch recorded on April 29, 1994 in Book 940429 as Instrument 00717 in the Official Records of the Clark County, Nevada Recorder.

Section 1.29 Master Declaration: "Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Green Valley Ranch recorded on April 29, 1994 in Book 940429 as Instrument 00717 in the Official Records of the Clark County, Nevada Recorder, as amended.

Section 1.30 Notice and Comment: "Notice and Comment" shall mean the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon, the procedure for which is set forth in Section 23.1 of this Declaration.

Section 1.31 Notice and Hearing: "Notice and Hearing" shall mean the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon, the procedure for which is set forth in Section 23.2 of this Declaration.

Section 1.32 NRS: "NRS" shall mean the Nevada Revised Statutes.

Section 1.33 Person: "Person" shall mean an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency or other legal or commercial entity.

Section 1.34 Phase 1: "Phase 1" shall mean the Real Property initially subject to this Declaration and including all Improvements constructed thereon.

Section 1.35 Plat: "Plat" means the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada, together with such other diagrammatic plans and information regarding the Real Property as may be required by the Act or other applicable law, or as may be included in the discretion of Declarant, as each may be amended and supplemented from time to time.

Section 1.36 Project: "Project" shall mean the Real Property, the Common Elements and any additional real property that may be annexed under Article VII, including all Improvements erected or to be erected thereon.

Section 1.37 Public Offering Statement: "Public Offering Statement" shall mean the current document pertaining to the Project prepared pursuant to the Act (NRS 116.4103 - 4106) as it may be amended from time to time, and provided to purchasers prior to the time of execution of a binding purchase agreement.

Section 1.38 Real Property: "Real Property" shall mean the real property described as follows:

> Lots One (1) through Five (5) inclusive in Block Six (6), and Lots Twenty-Three (23) through Twenty-Seven (27) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

and all Improvements, easements, rights, appurtenances and additions which have been or hereafter are submitted to the provisions of the Act by this Declaration.

Section 1.39 Residential Use: "Residential Use" shall mean use as a dwelling for personal family or household purposes by ordinary customers.

Section 1.40 Restrictions: "Restrictions" shall mean this Declaration, the Articles of Incorporation of the Association, the Bylaws and the Rules from time to time in effect.

Section 1.41. Rules: "Rules" shall mean the regulations for the use of Common Elements and the conduct of persons in connection therewith within the Project as adopted by the Board of Directors pursuant to this Declaration.

Section 1.42 Security Interest: "Security Interest" shall mean the interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.43 Special Declarant Rights: "Special Declarant Rights" shall mean those rights reserved for the benefit of Declarant to (1) complete improvements indicated on the Plats; (2) exercise any Development Right; (3) maintain sales offices, management offices, signs advertising the Project and models; (4) use easements through the Common Elements for the purpose of making improvements within the Project or within real estate that may be added to the Project; or (5) appoint or remove an officer of the Association or a master association or any Board of Directors member during any period of Declarant control under Section 7.9 of this Declaration.

Section 1.44 Subsidy Agreement: "Subsidy Agreement" means an agreement of the type described in Section 18.14 of this Declaration.

Section 1.45 Trustee: "Trustee" shall mean the entity which may be designated by the Board of Directors as the Trustee for the receipt, administration and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses and other sources as defined in the Bylaws. If no Trustee has been designated, the Trustee shall be the Board of Directors acting by majority vote, as executed by the president and attested by the secretary.

Section 1.46 Unit: "Unit" shall mean the physical portion of the Project designated for separate ownership and occupancy which shall include a single family house on a separately platted lot, the boundaries of which are described in Section 4.2 of this Declaration.

Section 1.47 Unit Owner or Owner: "Unit Owner" or "Owner" shall mean the Declarant or other Person who owns a Unit, however, Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

Section 1.48 VA: "VA" shall mean and refer to the U.S. Department of Veterans Affairs.

ARTICLE II
PROJECT AND ASSOCIATION

Section 2.1 Project and Association: The name of the Project is Copper Ridge Community. Copper Ridge Community is a planned community under the Act.

Section 2.2 Association: The name of the Association is Copper Ridge Community Association. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. If there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be consistent with the provisions of this Declaration.

ARTICLE III
DESCRIPTION OF REAL PROPERTY

The Project is situated in Henderson, Nevada, and initially consists of the Real Property described in Section 1.38 hereof.

ARTICLE IV
UNIT AND BOUNDARY DESCRIPTIONS

Section 4.1 Maximum Number of Units: When created, the Project shall contain ten (10) Units. Declarant reserves the right to create up to a total of one hundred thirty-six (136) Units pursuant to Article VII.

Section 4.2 Boundaries: The Boundaries of each Unit created by the Declaration are the lot lines shown on the Plat as numbered Units, along with their identifying number.

ARTICLE V
COMMON ELEMENTS

Section 5.1 Use. Except as otherwise provided herein and subject to such specific limitations as may otherwise be imposed upon any portion of the Common Elements, the Common Elements shall be improved and used only for the purposes of (i) affording pedestrian movement within the Project subject to Rules established by the Board and easements provided for in the Governing Documents; and (ii) beautification of the Common Elements and providing privacy to the residents of the Project through landscaping and such other means as the Board shall deem appropriate. In addition:

(a) Entrances. Any lighted entry monument structure and sign(s) and/or open space landscaping which may be installed or constructed by Declarant within the Project for the common enjoyment of the Owners.

(b) Restriction on Change. The right and easement to the Common Elements shall be held, maintained and used by the Association to enhance the Owners' enjoyment of the natural environment of the Project and for no other purposes. No Improvement, excavation or work which in any way alters any Common Elements from its natural or existing state on the date such Area was transferred to or otherwise came under the jurisdiction of the Association shall be made or done except upon strict compliance with, and within the restrictions and limitations of, this Declaration.

Section 5.2 Limitation on Construction. Subject to Articles VII and XI, no person other than the Declarant or the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation from any Common Elements. The Association may, at any time, as to any Common Elements:

(a) Reconstruct, replace or refinish any Improvement or portion thereof upon any such Common Elements (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area), in accordance with the plans filed by Declarant with the Board pursuant to Section 5.3.

(b) Construct, reconstruct, replace or refinish any road improvement or surface upon any portion of the Common Elements used as a road, driveway or parking area in accordance with the plans filed by Declarant with the Board pursuant to Section 5.3.

(c) Replace injured or diseased trees, shrubs or other vegetation in any Common Elements, and plant trees, shrubs and other vegetation to the extent that the Association deems necessary for the conservation of water and soil or for aesthetic purposes; and

(d) Place and maintain upon any Common Elements such signs as the Association may deem appropriate for the proper identification, use and regulation thereof.

Notwithstanding the foregoing, no change, alteration or modification to the Common Elements, including the removal of trees, shrubs or other vegetation thereon or any pruning or trimming thereof which would alter height or width by more than five percent (5%), shall be made which is not in accordance with the plans filed by Declarant with the Board pursuant to Section 5.3, without the affirmative vote of a Majority of Unit Owners at a special meeting thereof, duly called and held, notice of which shall specifically state the proposed change, alteration or modification to be made to the Common Elements.

Section 5.3 Declarant's Plans and Specifications. Declarant shall from time to time file with the Board such plans and specifications as it may have in its possession for the purpose of maintaining a permanent record of Improvements constructed on any Common Elements. If Declarant, for any reason, has not delivered such plans and specifications to the

Board, the references to such "plans and specifications" shall mean to the Improvements as originally constructed by Declarant.

Section 5.4 Owner's Easement of Enjoyment. Every Owner is hereby granted a right and easement of enjoyment of the Common Elements and such easement shall be appurtenant to and shall pass with title to every Unit subject to the following provisions:

(a) The right of the Association to establish and enforce Rules.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his or her Unit remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the Declaration, Bylaws or Rules provided that any suspension of such voting rights except for failure to pay assessments, shall be made only by the Association after notice and hearing given and held in accordance with Section 8.4 of the Bylaws.

(c) The Special Declarant Rights described in Article VII.

(d) No Owner shall allow his or her furniture, furnishings, or other personal property to remain within any portion of the Common Elements except as may otherwise be permitted by the Association.

Section 5.5 Delegation of Enjoyment. Any Owner may delegate, in accordance with the Governing Documents his or her rights of enjoyment to the Common Elements to the members of his or her family, social invitees, tenants or contract purchasers subject to reasonable regulations and procedures established by the Board. The Board may extend permission to recognized community leagues to use appropriate portions of the Common Elements subject to such terms and conditions as the Board may impose.

Section 5.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to the Common Elements, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No nuisance shall be permitted to exist or operate upon the Common Elements so as to be offensive or detrimental to any other property in the vicinity thereof or the occupants of such other property.

Section 5.7 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the exercise by Declarant or its duly authorized agents within the Common Elements of any Special Declarant Rights.

Section 5.8 Owner's Liability for Damages to Common Elements. Each Owner shall be legally liable to the Association for all damages to the Common Elements or to any Improvements thereof or thereto, including but not limited to curbs, sidewalks, paved surfaces, any buildings and landscapings, caused by such Owner, his or her licensees, guests

or any occupant of such Owner's Unit, as such liability may be determined under Nevada law.

Section 5.9 Maintenance. The Association shall maintain, or provide for the maintenance of the exterior of all perimeter stucco walls, except to the extent that such maintenance is performed by the Master Association pursuant to the Master Declaration. the Association shall also maintain, or provide for the maintenance of all Common Elements within the Project, including planting, replacing, repairing and maintaining all landscaped areas, irrigation systems, drainage areas, recreational facilities and monument signs, and shall keep all Improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair. In the maintenance of the Common Elements, the Association shall at all times strictly comply with the conditions of all applicable federal, state and local laws, including the laws and ordinances of County. In addition, the Association shall maintain and keep in good repair the rights-of-way within the Project, the Common Elements or within property described in Exhibit "A". This maintenance may include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and Improvements situated upon such areas.

Section 5.10 Duties of Association. The Association shall be obligated to adhere to the standards of maintenance for the Common Elements established as provided in Section 5.3. Subject to the foregoing limitations, the Board shall have the right to establish standards of maintenance for the Common Elements more stringent than those initially established by Declarant but not less stringent than those established by Declarant.

Section 5.11 Mineral Exploration: Toxic Substances. No property within the Common Elements shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, or any earth substance of any kind, or for the storage or disposal of "hazardous waste" or other hazardous or toxic materials, as such terms are defined by federal, state or local laws now or hereafter in effect.

Section 5.12 Automatic Irrigation Systems. Any and all irrigation systems installed within the Common Elements shall be automatic.

Section 5.13 Declarant's Maintenance of Certain Common Elements. Any or all of the Common Elements may be conveyed to the Association subject to easements in favor of Declarant for purposes of maintenance.

Section 5.14 Limited Common Elements: There are currently no Limited Common Elements within the Project.

ARTICLE VI
MAINTENANCE

Section 6.1 Common Elements: The Association shall maintain, repair and replace all of the Common Elements within the Project, including without limitation planting,

replacing, repairing and maintaining all landscaped areas, irrigation systems, drainage areas, monument signs, private streets and street lights, and shall keep all Improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including without limitation the obligation to paint and maintain the exterior of the perimeter walls. In the maintenance of the Common Elements, the Association shall at all times strictly comply with the conditions of all applicable federal, state and local laws, including any applicable city or county laws and ordinances. In addition, the Association may maintain and keep in good repair rights-of-way, whether owned as part of a Unit or by any political subdivision of the State (subject to the approval or consent of the political subdivision), so long as the rights-of-way are within the Common Elements or within the Project. This maintenance may include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas.

Section 6.2 Units: Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit.

Section 6.3 Right of Access: Any person authorized by the Board of Directors shall have the right of access to all portions of the Real Property for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Project, for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Unit Owner is present at the time.

Section 6.4 Repairs Resulting From Negligence: Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units which is caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such damage is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.5 Association Easement for Removal of Graffiti: The Association shall have the right but not the obligation to remove all graffiti and similar unsightly appearance from all walls in the Project (notwithstanding that such walls may constitute part of a Unit) which are visible from the Common Elements or from dedicated streets or rights of way and Declarant hereby reserves an easement in favor of the Association for such purpose.

ARTICLE VII
DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1 Reservation of Development Rights: Declarant reserves the following Development Rights:

(a) The right, but not the obligation, by amendment to expand the Project to include all or part of the Annexable Property. Declarant shall have the unilateral right to transfer to any other person the right to expand which is herein reserved. Declarant shall pay all taxes and other governmental assessments relating to the Annexable Property owned by Declarant until expansion.

Such expansion may be accomplished by recording a supplemental declaration or annexation amendment in the records of the County Recorder of Clark County, Nevada, describing the real property to be annexed, submitting it to the covenants, conditions, and restrictions contained herein, and providing for the readjustment of voting rights and assessment allocations provided for herein on the basis of formulas provided herein. Such supplemental declaration or annexation amendment shall not require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such supplemental declaration or annexation amendment except as provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion. Upon the recordation of any such supplemental declaration or annexation amendment, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Real Property as expanded. Such supplemental declaration or annexation amendment may add, delete, or modify provisions of this Declaration as it applies to all or any portion of the Annexable Property then being subjected to the Declaration, provided, however, that this Declaration may not be modified with respect to the Real Property previously subject to the Declaration except as provided herein for amendment.

(b) The right, but not the obligation, by amendment to create Units and Common Elements upon all or parts of the Annexable Property as well as any real property adjacent thereto that shall be annexed into the Project.

(c) The right, but not the obligation, by amendment to subdivide Units located on the Real Property or convert such Units into Common Elements.

(d) The right, but not the obligation, to construct underground utility lines, pipes, wires, ducts, conduits and other facilities upon the real property in the Project, for the purpose of furnishing utility and other services to buildings and Improvements to be constructed in the Project. Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Project not occupied by buildings, for the purposes mentioned above. If Declarant grants any such easements, the Plats will be amended to include reference to the recorded easement.

(e) The right, but not the obligation, to withdraw any Unit from this Declaration at any time prior to the sale or conveyance of that Unit by Declarant. Such withdrawal shall be accomplished by recording a declaration of withdrawal in the records of the Recorder of Clark County, Nevada, describing the real property to be withdrawn, and providing for the readjustment of voting rights and assessment allocations provided for herein. Such declaration of withdrawal shall not require the consent of the Owners. Any such withdrawal shall be effective upon the filing for record of such declaration of withdrawal except as provided therein. The withdrawal may be accomplished in stages by successive declarations or in one declaration of withdrawal.

(f) The right, but not the obligation, to unilaterally amend this Declaration at any time prior to the close of the first sale of a Unit.

Section 7.2 Limitations on Development Rights: The Development Rights reserved in Section 7.1 are limited as follows:

(a) The Development Rights may be exercised at any time within five years after the recording of the initial Declaration;

(b) Not more than one hundred twenty-six (126) additional Units may be created under the Development Rights;

(c) The quality of the construction of any buildings and improvements to be created on the Real Property shall be consistent with the buildings and improvements of those constructed in Phase 1 (this limitation shall not prevent Declarant from having the right to modify the shape, size, elevation, or floor plan of Units);

(d) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded;

(e) All taxes, assessments, mechanic's liens and other charges affecting the Real Property arising in connection with Declarant's ownership of, and construction of improvements upon, the Annexable Property which may adversely affect the rights of existing Unit Owners, or the priority of any Eligible Mortgagee on Units in the Real Property, are to be paid or otherwise satisfactorily provided for by Declarant; and

(f) Declarant must purchase (at Declarant's own expense) a general liability insurance policy in an amount not less than one million dollars ($1,000,000.00) for each occurrence, to cover any liability which Owners of previously sold Units are exposed to as a result of further development.

Section 7.3 Phasing of Development Rights: No assurances are made by Declarant as to the Annexable Property as to whether Declarant will exercise its Development Rights or the order in which such portions, or all of the areas, will be developed. The exercise of

Development Rights as to some portions will not obligate Declarant to exercise its Development Rights as to other portions.

Section 7.4 Special Declarant Rights: Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Project:

(a) To complete the Improvements indicated on Plats;

(b) To exercise any Development Right reserved in this Declaration;

(c) To maintain sales offices, management offices, signs advertising the Project and models which are reasonably necessary to market the Units;

(d) To use easements through the Common Elements for the purpose of making Improvements within the Project or within real estate which may be added to the Project;

(e) To merge or consolidate the Project with another Project of the same form of ownership; and

(f) To appoint or remove any officer of the Association or an Board of Directors member during a period of Declarant control, subject to the provisions of Section 7.9 of this Declaration.

Section 7.5 Models, Sales Offices and Management Offices: For so long as Declarant is a Unit Owner, Declarant, its duly authorized agents, representatives and employees may maintain any Unit owned by Declarant or any portion of the Common Elements as a model Unit, sales office or management office.

Section 7.6 Construction; Declarant's Easement: Declarant reserves the right to perform warranty work, repairs and construction work in Units and Common Elements, to store materials in secure areas, and to control and have the right of access to work and repairs until completion. All work may be performed by Declarant without the consent or approval of the Board of Directors. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration. This easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 7.7 Signs and Marketing: Declarant reserves the right to post signs and displays in the Common Elements in order to promote sales of Units. Declarant also reserves the right to conduct general sales activities in a manner which will not unreasonably disturb the rights of Unit Owners.

Section 7.8 Declarant's Personal Property: Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the Project that has not been represented as property of the Association. Declarant reserves the right to remove from the Project (promptly after the sale and close of escrow of the last Unit) any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 7.9 Declarant Control of the Association:

(a) Subject to Subsection 7.9(b), there shall be a period of Declarant control of the Association, during which a Declarant, or persons designated by Declarant, may appoint and remove the officers and members of the Board of Directors. The period of Declarant control terminates no later than the earlier of:

(i) 60 days after conveyance of 75 percent of the Units that may be created to Unit Owners other than a Declarant; or

(ii) Five (5) years after Declarant has ceased to offer Units for sale in the ordinary course of business; or

(iii) Five (5) years after any right to add new Units was last exercised.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period. In that event, Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

(b) Not later than 60 days after conveyance of 25 percent of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than 25 percent of the members of the Board of Directors shall be elected by Unit Owners other than Declarant. Not later than 60 days after conveyance of 50 percent of the Units that may be created to Unit Owners other than a Declarant, not less than 33-1/3 percent of the members of the Board of Directors must be elected by Unit Owners other than Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Board of Directors of at least five (5) members, at least a majority of whom shall be Unit Owners. The Board of Directors shall elect the officers. The Board of Directors members and officers shall take office upon election.

(d) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, the Unit Owners, by a two-thirds vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by Declarant.

(e) Notwithstanding any provision of this Declaration to the contrary, the termination of Declarant's control under this Section 7.9 shall not affect Declarant's rights as a Unit Owner to exercise the vote allocated to Units which Declarant owns.

Section 7.10 Limitations on Special Declarant Rights: Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant until the later of the following: as long as Declarant (a) is obligated under any warranty or obligation, (b) holds a Development Right to create additional Units or Common Elements, (c) owns any Unit; (d) owns any Security Interest in any Units; or (e) fifteen years have elapsed after recording of this Declaration. Earlier termination of certain rights may occur by statute.

Section 7.11 Interference with Special Declarant Rights: Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of Declarant.

Section 7.12 VA Approval; Lender Protection. As long as the Declarant is in control of the Association pursuant to Section 7.9, the following actions will require the prior approval of the VA: annexation or de-annexation of any additional properties, any merger or consolidation of the Association, any special assessment, mortgaging of the Common Elements, dedication of the Common Elements, any amendment of the Declaration (a draft of which must be submitted to the VA prior to recordation), any amendment to the Bylaws, and the removal of any portion of the Common Elements. Additional limitations on the right of Declarant to exercise Development Rights may be found in Article XVII of this Declaration.

Section 7.13 Declarant's Rights to Complete Development: No provision of this Declaration shall be construed to prevent or limit Declarant's rights to complete the development, construction, promotion, marketing, sale and leasing of properties within the boundaries of the area comprised of the Real Property and the Annexable Property; to construct or alter Improvements on any property owned by Declarant within such boundaries; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Declarant or owned by the Association within such boundaries; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within such boundaries. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (a) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any of the Real Property or any property owned by Declarant; (b) use any structure on any of the Real Property or any property owned by Declarant as a construction, model home or real estate sales or leasing office in connection with the sale of any property within such boundaries; or (c) require Declarant to seek or obtain the approval of the ARC or of the Association for any such activity or Improvement to property by Declarant on any of the Real Property or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provide in this Declaration.

Section 7.14 Priority of Declarant's Rights and Reservations: Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association and the Project. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any property encumbered hereby is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Section 7.15 Assignment of Declarant's Rights and Duties: Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder.

ARTICLE VIII
ALLOCATED INTERESTS

Section 8.1 Allocation of Interests: The Allocated Interests shall be allocated and calculated in accordance with the formulas set forth in this Article. The same formulas are to be used in reallocating interests if Units are added to the Project pursuant to Section 7.1 of this Declaration.

Section 8.2 Formulas for the Allocation of Interests: The interests allocated to each Unit have been calculated by the following formulas:

(a) Liability for Common Expenses. The percentage of Liability for Common Expenses allocated to each Unit shall be one equal share for each Unit. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVIII of this Declaration.

(b) Votes. Each Unit in the Project shall have one equal vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion or fraction of all of the votes.

Section 8.3 Assignment of Allocated Interests Pursuant to Exercise of Development Rights: The effective date for assigning Allocated Interests to Units created pursuant to Section

7.1 of this Declaration shall be the date on which the amendment creating the Units is recorded in the Recorder's Office for Clark County, Nevada.

ARTICLE IX
RESTRICTION ON USE

Section 9.1 Master Declaration: In addition to the provisions hereinafter set forth in this Article IX, and subject to the exemptions of Declarant as set forth herein and in the Master Declaration, all real property within the Property shall be held, used and enjoyed subject to the limitations and restrictions set forth in the Master Declaration, as amended from time to time. The restrictions contained in this Declaration are in addition to, and not in limitation of, the restrictions set forth in the Master Declaration.

Section 9.2 Residential Area: Except as provided in Article VII with respect to Declarant, each Unit shall be used for private, one-family residence purposes exclusively. No part of the Project shall be used or caused, allowed or authorized to be used in any way whatsoever, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose, without the prior written consent of the Board. In deciding whether or not to permit an otherwise nonconforming use hereunder, the Board shall consider the potential effect upon traffic in the Project and interference with or annoyance of neighbors; notwithstanding the foregoing, a nonconforming use shall never be permitted unless such use is incidental to the residential use of the Unit and is permitted by applicable law.

Section 9.3 Improvements. No structure whatsoever, other than one-family private residence may be erected or maintained on a Unit at any one time. No building, structure or other Improvement of any kind shall be erected, constructed, altered or maintained on any lot in excess of one story; other than those lots upon which Declarant (or any entity owned or controlled by Declarant) has previously erected a two-story residential dwelling, in which case alone, no such dwelling or other Improvement shall be erected, constructed, altered or maintained thereon more than two stories. Every single-family dwelling erected upon a Unit shall contain not less than 600 square feet floor space, exclusive of porches, patios, garages and carports. No garage or carport shall be used for a living area or used for other purposes other than those uses normally attendant to a garage or carport. All lavatories and toilets shall be built indoors and connected with the sewer system.

Section 9.4 Oil, Water and Mineral Operations; Hazardous and Toxic Materials. No tools or equipment and no derrick or other structure designed for use in boring for oil, gas, or other kindred substances, or designed for use in boring for water, or designed for use in any mining operation or exploration shall hereafter be erected or placed upon the Real Property or any portion thereof; and no Owner of any Unit shall ever consent to the use of the surface of the land, or any portion of the subsurface thereof, by any lessee under any lease to be negotiated or under any lease now of record affecting any Unit, which lease pertains to the exploration, mining, or operating for oil, gas or other hydrocarbon substances and the taking, storing, removing and disposition of same. No Unit or any portion thereof shall ever be used

for the storage or disposal of "hazardous waste" or other hazardous or toxic materials, as such terms are defined by federal, state or local laws now or hereafter in effect.

Section 9.5 Laws and Insurance Requirements. Nothing shall be done to or kept on any Unit or Improvement thereon or in the Common Elements that might increase the rate of, or cause the cancellation of, insurance for the Project, or any portion of the Project, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or any Improvement thereon that violates any of the restrictions contained in this Declaration or any law, ordinance, statute, rule, or regulation of any local, county, state or federal body, including, without limitation, local ordinances relating to zoning and building codes.

Section 9.6 Antennae; Satellite Dishes. Except as otherwise expressly permitted by law, no antennae, satellite dish, or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation, including but not limited to, a dish or other device capable of transmitting or receiving signals for cable, satellite or pay-television systems, as well as any other pole or tower, shall be erected, used or maintained outdoors above ground within the Project whether attached to a building or otherwise, unless such antenna or device shall have been approved by the ARC.

Section 9.7 Ground Cover Requirement. If Declarant has not provided a lawn or other ground cover for a Unit, then the Owner of that Unit shall have installed thereon, within sixty (60) days following the recordation of a deed conveying title to the Unit to the Owner from Declarant or the date of occupancy thereof, whichever occurs first, a lawn or a ground cover acceptable to the ARC; provided however, that nothing herein shall operate to permit the Association or ARC to prevent the use of water-efficient landscaping, as defined by the applicable water district, solely on the basis that such design makes use of water-efficient landscaping.

Section 9.8 Maintenance of Units. No rubbish, brush, weeds, undergrowth, debris of any kind or character shall ever be placed or permitted to accumulate upon any Unit, or any portion thereof, so as to render it a fire hazard, unsanitary, unsightly, offensive or detrimental to the Common Elements, any other Unit in the Project or to any occupants in the Project. The Owner of each Unit shall care for, cultivate, prune and maintain in good condition any and all trees, lawns, shrubs and other landscaping (including without limitation acceptable desert or water-efficient landscaping) growing on his or her Unit in a manner consistent with the restrictions set forth in this Declaration and the standards originally established by Declarant or the ARC for the Real Property; the Association may assume all or any portion of such landscaping duties but the Association shall in no event be obligated to undertake such work, except with respect to Common Elements. Should an Owner fail to perform his or her obligations under this Section or Section 9.7, or fail to keep his or her Unit free from rubbish, brush, weeds, dead or dying shrubbery, overgrown lawn, undergrowth or debris of any character, the Association may, at any time, (i) initiate legal proceedings to enforce compliance with either of such Sections or (ii) upon thirty (30) days' written notice to such Owner of its intention to do so, enter upon that Unit and (A) remove such rubbish, brush,

weeds, dead or dying shrubbery, overgrown lawn, undergrowth or debris or (B) cause any required lawn or ground cover acceptable to the Association, together with any necessary sprinklers and irrigation facilities to be completed and, in either event, assess that Owner for the cost thereof. The Association shall notify the Owner in writing of the cost thereof, and in the event that Owner fails to reimburse the Association for its costs and expenses, such charges shall constitute a lien on that Owner's Unit, which may be enforced by the Association in accordance with the provisions of Article XVIII of this Declaration.

Section 9.9 Perimeter Stucco Walls. There are perimeter stucco walls and/or fences around the Project which were constructed and are to be constructed by Declarant and are subject to this Declaration and the Master Declaration. It shall be the duty of every Owner to maintain and repair those walls and/or fences and, if necessary, replace the walls and/or fences as originally constructed, all at such Owner's sole cost and expense. No changes or alterations, including, without limitation, temporary alterations (e.g., removal for construction of pool) shall be made to the perimeter walls and/or fences. It shall be the duty of the Owner of each Unit on which a stucco wall and/or fence is located to maintain that wall and/or fence and to obtain and maintain in force property and casualty insurance on a current replacement cost basis on such stucco walls and/or fences. If an Owner fails to repair or replace such stucco wall and/or fence, in accordance with this Section within ninety (90) days after the occurrence of any damage thereto, the Association shall be entitled to repair such damaged stucco wall and/or fence, in which event any insurance proceeds an Owner may receive for any damage or destruction to the stucco wall and/or fence located on his or her Unit shall be paid to the Association which shall as promptly as practicable and in a lawful and workmanlike manner restore and repair the stucco wall and/or fence to its former condition. If an Owner fails to reimburse the Association the cost of such repairs, then the Association shall have the right to place a lien upon the Unit of such Owner in an amount equal to the cost of such repairs, which shall be enforceable in accordance with the procedures described in Article XVIII for unpaid assessments. The Association is hereby granted a right and easement over, under, upon and across each Unit whereon a perimeter block wall and/or fence is located for the purposes of exercising its rights under this Section.

Section 9.10 Nuisances. No odors shall be permitted to arise from any Unit so as to render any Unit unsanitary, unsightly, offensive or detrimental to the Common Elements or any other Unit; and no nuisance shall be permitted to exist or operate upon any Unit so as to be offensive or detrimental to any other Unit or to the Owner thereof. Without limiting the generality of the foregoing provision, no horns, whistles, bells or other sound devices, except devices used exclusively for security purposes, shall be located, used or placed upon any Unit; no Owner shall permit any thing or condition to exist upon any Unit which shall induce, breed or harbor infectious plant diseases or noxious insects, and no noxious or offensive trade or activity shall be carried on upon any Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Project. Exterior speakers are permitted to be installed upon a Unit but the use of any exterior speakers may not unreasonably disturb other Owners and may be further limited by the Rules.

Section 9.11 Repair of Improvement. No Improvement to a Unit (including but not limited to dwelling units, garages, carports, parking lots, walls and fences) shall be permitted to fall into disrepair and all Improvements shall be kept at all times in good condition and repair and, if appropriate, painted or otherwise finished. Any and all repairs, redecorations, modifications or additions, interior or exterior, shall fully comply with all applicable building code and other governmental requirements; the Governing Documents and, for exterior repairs, redecorations, modifications or additions only, shall comply with the guidelines, rules and specifications established by the ARC.

Section 9.12 Signs. Except with respect to the Special Declarant Rights reserved in Article VII, no billboards, signs or advertising of any kind, excepting one (1) standard "for sale" sign or "for rent" sign, shall be erected or maintained upon any Unit without the prior written consent of the ARC.

Section 9.13 Animals. No animals or fowl, other than commonly recognized household pets, shall be kept or maintained on a Unit or any portion thereof; no animal shall be kept, bred or maintained for any commercial purpose; and no animals or fowl, including household pets, which, after notice and a hearing are determined by the Board of Directors to be dangerous, may be kept or maintained anywhere within the Project. At any one time the total number of household pets shall not exceed two (2) unless otherwise approved by the Board of Directors. If an animal is not confined within the Unit, the animal must be leashed and under direct control of the Owner. It shall be the absolute duty and responsibility of each Owner or tenant to clean up any solid animal waste after such animals which have used any portion of the Real Property or any public property in the vicinity of the Real Property. No pet shall be permitted to be kept within any portion of the Real Property if it makes excessive noise or is otherwise determined to be a nuisance. If a pet is determined to be a nuisance, the Board of Directors may, after Notice and Hearing, order the removal of the pet.

Section 9.14 Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities have been conveyed as shown on the Plats. Whether or not such easements constitute a part of the Common Elements, neither the Association nor any Owner shall take any action which would interfere with the reasonable and normal use and operation of such easements.

(b) Without limiting any provision of this Declaration, neither an Owner nor any licensee, invitee, tenant or other occupant of a Unit or contractor (other than Declarant and its affiliates) shall excavate in a street, highway, public space or private easement of a utility, the Association, Declarant or any municipality, or near the location of an underground line installed on the premises of an Owner served by a utility, the Association, Declarant or any municipality, or demolish a building without having first:

(i) Complied with the provisions of NRS 455.100 et seq. (the "call before you dig" laws) with respect to utility lines subject to that law;

(ii) Notified the Association by telephoning its representative at least 2 but not more than 14 working days before excavation or demolition is scheduled to commence;

(iii) Cooperated with the utility, the Declarant, the Association and/or governing municipality in locating and identifying any of its underground lines by:

(1) Meeting with its representative as requested; and

(2) Observing and being guided by its physical marking of the area containing the underground line.

An Owner intending to excavate or demolish shall give the entity, the Declarant, the Association and/or the governing municipality a reasonable amount of time to replace, remove or relocate its underground line if Declarant, the Association, and/or the governing municipality so requests.

A person responsible for emergency excavation or demolition is not required to comply with the provisions of this Section if there is a substantial likelihood that loss of life, health or property will result before the provisions of this Section can be fully complied with. The person shall notify the Association of the action he or she has been required to take as soon as practicable.

As used herein, "line" means any system of traffic control signals or line, system or facility used for producing, storing, conveying, transmitting or distributing electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam, sewage or communications, including television.

For purposes of this Section, the representative of the Association shall be its professional manager or, if none, any duly appointed officer of the Association or duly elected Board Member.

(c) If an Owner fails to comply with this Section, the cost of any damage or repair to an underground line shall be borne by such owner, and, in addition to any other right or remedy permitted by law or this Declaration, the Association shall have the right, but not the obligation, after reasonable notice, but not less than five days, to enter upon a Unit to repair damage to an underground line (and an easement in favor of the Association is hereby reserved) and to assess the Owner for the cost of such damage or repair, together with any costs or expenses incurred by the Association in connection therewith. The Association shall notify the Owner in writing of the cost thereof, and in the event that Owner fails to reimburse the Association for its costs and expenses, such charges shall constitute a lien on that Owner's Unit, which may be enforced by the Association in accordance with the provisions of this Declaration.

Section 9.15 Drainage.

(a) No Owner shall in any way interfere with the natural or established drainage of water over his or her Unit from an adjoining or other Unit in the Project, including run off from the roof of an adjoining Owner, and an Owner shall make adequate provisions for proper drainage in the event the Association determines it is necessary to change the natural or established flow of water drainage over the Owner's Unit.

For the purposes hereof "natural" drainage is defined as the drainage which would naturally occur at the time the overall approved grading plan of the Project has been completed by Declarant. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time the overall grading of the Project, including the finish grading of each Unit in the Project, is completed by Declarant.

(b) Each Owner shall permit free access by Owners of adjacent or adjoining Units to slopes or drainageways located on his or her Unit which affect the adjacent or adjoining Units, when such access is essential for the maintenance of permanent stabilization on drainage slopes, or for the maintenance of the drainage facilities for the protection and use of real property other than the Unit on which the slope or drainageway is located.

(c) Except as provided in subsections (a) and (b) of this Section 9.15, no Owner shall permit water from his or her Unit to drain over, under or across the Unit of any adjoining Owner.

Section 9.16 Unsightly Articles. No unsightly articles shall be permitted to remain on any Unit so as to be visible from any public or private street or from any other Unit. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in covered, sanitary containers, or enclosed areas designed for such purpose. Such containers shall be exposed to the view of neighboring Units only when set out for a reasonable period of time (not to exceed 12 hours before scheduled trash collection and twelve (12) hours after scheduled trash collection hours by a trash disposal company). There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles commercially designed therefor, such that they do not create a fire hazard, and except as specifically authorized in writing by the Association (and subject to applicable ordinances and fire regulations).

Section 9.17 Solar Equipment. No solar equipment, including but not limited to solar collectors and solar panels, shall be installed until approval of the ARC has been obtained as to (i) the type of solar equipment to be installed and (ii) the location thereof.

Section 9.18 Garage Doors. Garage doors shall be kept closed, except for those periods reasonably necessary for entry and exit of vehicles, cleaning, removing trash or other similar residential household purposes.

Section 9.19 Restricted Access. Certain Units have prohibitions or restrictions on access to adjoining public streets from the rear or side yards of each Unit as set forth in the

Plats. No Owner shall at any time permit access, ingress or egress to or from his or her Unit in violation of any prohibitions or restrictions on access set forth on the Plats; nor in any other manner shall an Owner otherwise cause or permit his or her Unit to be in violation of the restrictions set forth in the Plats.

Section 9.20 Clotheslines. No clotheslines shall be placed, nor shall any clothes be hung in any manner whatsoever, on any Unit in a location, including but not limited to the garage door, visible from a public street or the Common Elements. .

Section 9.21 Post-Construction Entry Rights. In addition to, and not in limitation of any Special Declarant Rights provided for in Article VII, Declarant or its designee shall have the right to enter upon each Unit in the Project for the purpose of planting and maintaining any slope or drainage control areas. The right of entry under this Section shall exist for a period not to exceed ninety (90) days after the completion of the construction of all residential structures in the Project, at which time the right of entry and maintenance under this Section shall terminate as to the Project.

Section 9.22 Construction of Walls. Without limiting the provisions of this Declaration requiring prior ARC approval, no fence, wall, hedge, construction, or obstruction shall be installed upon any Unit in the Project except the residence, garage or other improvement permitted to be erected under the provisions of this Declaration, unless approved as required herein or unless such fence, hedge, wall, construction or obstruction was originally constructed by Declarant or is designed so as to be provided with one opening for every three (3) feet of length at ground level and so as to permit free drainage of waters falling upon that Unit or flowing across that Unit from an adjoining Unit.

Section 9.23 Leasing. An Owner may lease or sublease his or her Unit (but not less than an entire residential Unit) at any time and from time to time provided that:

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days;

(b) No Unit may be leased or subleased without a written lease or sublease;

(c) A copy of such lease or sublease shall be furnished to the Board within ten (10) days after written request therefor; and

(d) The rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Governing Documents, and a breach of any such covenants, conditions or restrictions shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any regular assessment or special assessment on behalf of the Owner of that Unit. Notwithstanding the foregoing, the provisions of this Section shall not apply to an Eligible Mortgagee who is in possession of a Unit following a default in such Security Interest, a

foreclosure proceeding or any deed or other arrangement in lieu of foreclosure; and shall not restrict the exercise of any Special Declarant Rights.

Section 9.24 Commercial Vehicles and Recreational Vehicles. "Commercial Vehicles" and "Recreation Vehicles" (as those terms are defined below) shall be subject to the following prohibitions and restrictions:

(a) As used herein the term "Commercial Vehicle" shall be defined as: (i) any vehicle with a sign displayed on any part thereof advertising any kind of business or other venture; or (ii) any vehicle on which racks, materials, ladders and/or tools are visible; or (iii) any vehicle with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof; or (iv) a truck of greater than one (1) ton capacity; (v) a van other than one used solely as a family passenger van; or (vi) a bus. A Commercial Vehicle may be defined as such even if the vehicle does not have a commercial license plate.

(b) As used herein, the term "Recreational Vehicle" shall include, without limitation, motorhomes, buses, trailer coaches, trailers, boats or other watercraft, aircraft or campers.

(c) No Commercial Vehicle or Recreational Vehicle may be parked on any Unit or within the Project (unless the entire vehicle is located within a garage or otherwise adequately screened from view) except as permitted below:

(i) A Commercial Vehicle not owned or operated by an Owner or an occupant of a Unit may be parked temporarily in the driveway of any Unit during such time as the operator of such Commercial Vehicle is delivering goods or providing services to the Owner or occupant of the Unit.

(ii) Recreational Vehicles owned by an Owner or occupant of a Unit may be parked on the driveway of the Unit while the Recreational Vehicle is being loaded or unloaded, for a period not to exceed forty-eight (48) hours.

In addition, no Commercial Vehicle, Recreational Vehicle or any automobile, van, motor home or truck or equipment, may be dismantled, repaired or serviced on: (i) any Unit visible from adjoining property or public street; or (ii) any part of the Project. Furthermore, no portion of any vehicle parked on any driveway shall be parked on any portion of the sidewalk, curb or private roadway or in any area between the private roadway and sidewalk.

Section 9.25 Declarant's Rights: As long as Declarant is a Unit Owner, Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by Declarant or any portion of the Common Elements, as model units or sales offices. Declarant may also maintain management offices and signs and displays advertising the Project.

Section 9.26 Declarant's Approval of Conveyances or Changes in Use of Project: As long as the Declarant is a Unit Owner, the Association shall not, without first obtaining the ...

prior written consent of Declarant, convey, change or alter the use of the Project, mortgage all or any portion of the Project or use all or any portion of the Project other than solely for the benefit of Owners.

Section 9.27 Board of Directors and ARC Discretion: Except as may be expressly provided in this Declaration, any consent or approval of the Board of Directors, ARC, or Association that is required under the provisions hereof may be granted or withheld in the sole and absolute discretion of the Board of Directors, ARC, or Association, as applicable. In that regard, the granting or withholding of such consent or approval shall not be subject to any objective standards of "reasonableness" or otherwise. Further, the approval of or consent to any matter shall not be deemed to be a waiver of the right to disapprove the same or similar matters in subsequent requests for consents or approvals from the same or other parties.

ARTICLE X
EASEMENTS AND LICENSES

Section 10.1 Easements of Record: All easements or licenses to which the Project is presently subject are shown on Plats or otherwise contained herein. In addition, the Project may be subject to other easements or licenses granted by Declarant pursuant to its powers under Article VII of this Declaration, liens created under Article XVIII of this Declaration, and easements granted by the Association pursuant to its powers under Article XXIV of this Declaration.

Section 10.2 Encroachment Easement: The Project, and all portions thereof, shall be subject to an easement of up to one (1) foot from the Unit border lines or Common Elements boundaries for the actual extent of encroachments created by construction as designed or constructed by Declarant and for settling, shifting, and movement of any portion of the Real Property, except that no such easement is created for an encroachment which is the result of willful conduct on the part of Declarant, an Owner, a tenant, the Association, or any other person or entity. A valid easement for said encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of the Project. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of improvements constructed on any Unit, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any improvements on the Real Property.

Section 10.3 Utility Easement: There is hereby created a general easement upon, across, over, in, and under the Real Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By virtue of this easement, it will be expressly permissible and proper for the City of Henderson, County of Clark, or companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Real Property and to affix and maintain electrical, television, communications, and telephone wires, circuits, and conduits under the Real Property. Any utility company using this general easement will use its best

efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association and Declarant; will prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and will restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, either Declarant or the Association will have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Real Property without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Real Property.

Section 10.4 Easement for Expansion: Declarant hereby reserves to itself and for Owners of Lots in all future phases of the Project a perpetual easement and right-of-way and access over, upon, and across the Real Property for construction, utilities, drainage, ingress and egress, and for use of the Common Elements. The location of said easements and rights-of-way may be made certain by Declarant or the Association by recorded documents.

Section 10.5 Reservation of Easements, Exceptions, and Exclusions: Declarant reserves to itself and hereby grants to the Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Elements, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, and conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of the Project for the best interest of all the Owners and the Association, in order to serve all the Owners within the Project as initially built and expanded. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, rights of ingress and egress, and exclusions convenient or necessary for the use and operation of any other property of Declarant, as long as it does not materially hamper the enjoyment of the Project, as built or expanded, by the Owners. In addition, Declarant reserves to it and its successors and assigns the right of ingress and egress through streets, paths and walkways and for the purpose of construction, maintenance and operation of commercial areas located outside the Project including, but not limited to, offices, shopping centers, resort complexes and for the purpose of installation and maintenance of utilities to serve those projects which are located on parcels of land not governed by this Declaration.

Section 10.6 Drainage Easement: An easement is hereby reserved to Declarant and granted to the Association, and their respective officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Real Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Real Property so as to improve the drainage of water on the Real Property. Best efforts shall be made to use this easement so as to disturb, as little as possible, the uses of the Owners, the Association and Declarant, as applicable, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant shall inform and obtain the

approval of the Board of Directors prior to undertaking such drainage work, which approval shall not be unreasonably withheld.

Section 10.7 Maintenance Easement: An easement is hereby reserved to Declarant, and granted to the Association, and any Director or property manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the Units and a right to make such use of the Units as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Documents, including the right to enter upon any Unit for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Unit as required by the Documents. The Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 10.8 Easements Deemed Created: All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the easements contained in this Article X, even though no specific reference to such easements or to this Section appears in the instrument for such conveyance.

ARTICLE XI
ALLOCATION OF LIMITED COMMON ELEMENTS

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article. All allocations will be made by amendments to the Declaration specifying to which Unit or Units the Limited Common Element is allocated.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated. Such amendment shall require the approval of all holders of Security Interests in the affected Units. The person executing the amendment shall provide an executed copy of the amendment to the Association, which shall record it, provided that the amendment complies with the provisions of this Declaration and the Act. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Project.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

ARTICLE XII
ARCHITECTURAL REVIEW

Section 12.1 Creation of ARC. There is hereby established an ARC which shall have exclusive jurisdiction over all construction, modification, addition or alteration of Improvements located within the Project, other than Improvements constructed by Declarant. Whenever in this Declaration the prior consent or approval of the Association is required as a condition to any action by an Owner affecting any construction, alterations, changes,

additions, or modifications, the ARC shall have the right and duty to grant or withhold such consent or approval.

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARC. This Section may not be amended without the Declarant's written consent, so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

Section 12.2 Provision for Architectural Approvals. Except as to construction of Improvements by Declarant in any phase of the Project, no building, fence, wall, or other structure (including the following by way of illustration and not limitation: solar or heating systems; air conditioning systems; pools, spas, ponds, fountains; landscaping, additional trees, shrubs or ground cover, stonework, or concrete work; related mechanical, plumbing, or electrical facilities; storage sheds; garbage areas; awnings and patio covers) shall be constructed, erected, maintained, altered or changed on the Real Property until the plans and specifications showing the nature, kind, shape, materials, and location of the Improvements prior to the commencement of such work, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with the originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired. The ARC is specifically authorized and empowered to establish different criteria for the homogeneous areas within the Project which are not generally applicable to all areas of the Project.

Section 12.3 ARC. The Declarant shall appoint all of the original members of the ARC consisting of not less than three (3) nor more than five (5) members, the initial members of which shall be Vance T. Meyer, David E. Landon and Harold Struck, c/o 10880 Wilshire Boulevard, Suite 1900, Los Angeles, California 90024. A majority of the ARC may designate a representative to act for it. Any member shall have the right to resign at any time. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed under this provision. Following the appointment of the original members of the ARC, the Board shall thereafter have the right to appoint, remove and replace from time to time all of the members of the ARC. The terms of office of the members of the ARC shall expire at such time as the Board, in its sole discretion shall determine, whichever shall be entitled to appoint the members thereof.

Section 12.4 Procedure for Approval of Committee. The ARC's approval or disapproval as required in this Declaration shall be in writing. The method of submission shall be by personal delivery or by the mailing of a first class United States Mail Certified Receipt Requested letter together with all necessary plans and specifications, to any current member of the ARC. In the event the ARC or its designated representatives fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it in accordance with this Section, the plans and specifications shall be

deemed to be disapproved. The sixty (60) day period shall begin to run on the date of receipt of a complete submission by the ARC member.

Section 12.5 Guidelines. The ARC shall, upon request of the Board and subject to the approval of the Board, prepare and promulgate ARC guidelines ("Guidelines") and application and review procedures ("Procedures") on behalf of the Association. The Guidelines and Procedures shall be those of the Association, and the ARC shall have sole and full authority to prepare and to amend the Guidelines and Procedures, provided the Guidelines and Procedures are otherwise in compliance with the Articles, the Bylaws and this Declaration. The ARC shall make both available to Owners.

Section 12.6 Liability of Committee Members. Neither Declarant, the Association nor any member or representative of the ARC shall be liable, whether for damages or other relief, to anyone submitting plans and specifications to it for approval or to any Owner, occupant or guest, affected by the action or inaction of the ARC, by reason of a mistake in judgment, negligence or nonfeasance arising in connection with the approval or disapproval of any plans and specifications.

Anyone who submits plans and specifications to the ARC shall be deemed to have agreed by submission of such plans and specifications, and every Owner and occupant of any Unit, or any part of the Real Property, agrees, by acquiring title and/or possessory rights thereto, that he or she will not bring any action or suit against Declarant, the Association, any member of the ARC or its designated representative for the recovery of damages by reason of any such approval or disapproval.

Section 12.7 Painting. No building, including without limitation, garages, shall be painted or repainted other than in its original colors until the new color has been approved by the ARC.

Section 12.8 Failure to Appoint. If at any time the Board fails to cause an ARC to be in existence, the members of the ARC shall be appointed or removed by the written consent of Owners of fifty-one percent (51%) of the Units. Appointment or removal of members of the ARC shall be evidenced by written instrument Recorded setting forth the fact of appointment or removal, the name and address of the person appointed or removed, and in the case of an appointment, the term of office of the person appointed. The written instrument shall be filed by at least two (2) Directors or Owners, if the Directors or Owners are then appointing the members of the ARC.

Section 12.9 Limitation. Nothing contained in this Article 12 shall authorize the ARC to take any action or approve any plans and specifications in violation of this Declaration.

ARTICLE XIII
BOUNDARIES

Section 13.1 Application and Amendment: The boundaries between adjoining Units may not be relocated without the approval of the ARC under Article XII. In addition to the plans and specifications required for ARC approval under Section 12.4, a request for a boundary adjustment must be accompanied by the written consent of all Owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocation. In the event that the ARC approves the request for boundary adjustment, the Association shall prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners affected and contain words of conveyance between them. The approval of all holders of Security Interests in the affected Units shall be endorsed on the conveyance. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The applicants will pay for the costs of preparation of the amendment and its recording, as well as any reasonable consultant fees incurred by the Association

Section 13.2 Recording Amendments: The Association shall prepare and record Plats necessary to show the altered boundaries between adjoining Units, along with the Units' dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment and its recording, as well as any reasonable consultant fees incurred by the Association.

ARTICLE XIV
AMENDMENTS TO DECLARATION

Section 14.1 In General: Except in cases of amendments that may be executed (i) by Declarant in the exercise of its Development Rights, (ii) by the Association under Article X of this Declaration and NRS 116.1107 or (iii) by certain Unit Owners under Article XIII and Section 13.1 of this Declaration and NRS 116.2118, and except as limited by Section 14.4 and Article XVII of this Declaration, this Declaration, including the Plat, may be amended only by vote or agreement of the Majority of Unit Owners. The procedure for amendment must follow the procedures set forth in NRS 116.2117.

Section 14.2 Limitation of Challenges: An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 14.3 Recordation of Amendments: Each amendment to this Declaration must be recorded in the Clark County Recorder's Office, and the amendment is effective only upon recording.

Section 14.4 Unanimous Consent: Except to the extent expressly permitted or required by other provisions of this Declaration or the Act, an amendment may not create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, change the Allocated Interests of a Unit or change the uses to which any Unit is restricted, except by unanimous consent of the Unit Owners affected and the consent of a majority of the Owners of the remaining Units.

Section 14.5 Execution of Amendments: An amendment to this Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.6 Special Declarant Rights: Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of Declarant.

Section 14.7 Consent of Holders of Security Interests and VA: Amendments are subject to the consent requirements of Article XVII.

Section 14.8 Amendments To Create Units: To exercise any Development Right reserved under Section 7.1 of this Declaration, Declarant shall prepare, execute and record an amendment to this Declaration. Declarant shall also record new Plats as necessary to conform to the requirements of NRS 116.2109(1), (2) and (4) or new certifications of the Plat if the Plat otherwise conforms to the requirements of those Subsections.

The amendment to this Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created and designate the Unit to which each Limited Common Element is allocated to the extent required by NRS 116.2108(a).

ARTICLE XV
AMENDMENTS TO BYLAWS

The Bylaws may be amended or repealed by the vote of the Majority of Unit Owners, or by the written consent of such Members and in accordance with Article 12 of the Bylaws. Furthermore, for so long as the Declarant is in control of the Association, as defined in Section 7.9 herein, any amendment of the Bylaws shall require prior approval of the VA.

ARTICLE XVI
TERMINATION

Termination of the Project may be accomplished only upon the approval of one hundred percent (100%) of the Members, and then in accordance with the provisions of NRS Chapter 116.

ARTICLE XVII
MORTGAGEE PROTECTION

Section 17.1 Introduction: This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, not a substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 17.2 Percentage of Eligible Mortgagees: Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them that specified percentage of votes as compared to the total votes allocated to all Units in the Association then subject to Security Interests held by all Eligible Mortgagees.

Section 17.3 Notice of Actions: The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit in which there is a first Security Interest held, insured or guaranteed by that Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense Assessments or Master Association Assessments owed by a Unit Owner which remains uncured for a period of sixty (60) days and whose Unit is subject to a first Security Interest held, insured or guaranteed by that Eligible Mortgagee or Eligible Insurer, as applicable;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 17.4 of the Declaration; and

(e) Any judgment rendered against the Association.

Section 17.4 Consent and Notice Required.

(a) Document Changes. Notwithstanding any requirement permitted by this Declaration or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Section may be effective without notice to all Eligible Mortgagees and Eligible Insurers, as required by Section 17.3 above, without the vote of at least a 67 percent of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and without approval by at least 51 percent of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing

approval requirements do not apply to amendments effected by the exercise of any Development Right. A change to any of the following would be considered material:

(i) Any provision of this Declaration pertaining to voting rights;

(ii) Any provision of this Declaration pertaining to assessments, assessment liens or priority of assessment liens;

(iii) Any provision of this Declaration pertaining to reserves for maintenance, repair and replacement of Common Elements;

(iv) Any provision of this Declaration pertaining to responsibility for maintenance and repairs;

(v) Any provision of this Declaration pertaining to expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;

(vi) Any provision of this Declaration pertaining to insurance or fidelity bonds;

(vii) Any provision of this Declaration pertaining to leasing of Units;

(viii) Any provision of this Declaration pertaining to imposition of any restrictions on Unit Owners' right to sell or transfer their Units; or

(ix) Any provision of this Declaration that expressly benefits holders, insurers or guarantors of Security Interests.

(b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions, other than rights reserved to Declarant as Special Declarant Rights, without notice to all Eligible Mortgagees and Eligible Insurers, as required by Section 17.3 above, and approval of at least 51 percent (or the indicated percentage, if higher) of the Eligible Mortgagees:

(i) Reallocation of interests in the Common Elements or Limited Common Elements, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in those Units need approve the action;

(ii) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in the Unit or Units need approve the action;

(iii) Convertibility of Units into Common Elements or Common Elements into Units;

(iv) A decision by the Association to establish self-management when professional management had been required previously by the Documents or any Eligible Mortgagee;

(v) Termination of the Project after occurrence of substantial destruction or condemnation;

(vi) Convey or encumber the Common Elements or any portion of the Common Elements, for which approval of at least 67 percent of the Eligible Mortgagees is required. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project will not be deemed a transfer within the meaning of this clause);

(vii) The termination of the Project for reasons other than substantial destruction or condemnation, for which approval of at least 67% of Eligible Mortgagees is required;

(viii) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), for which only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(ix) The granting of any easements, leases, licenses or concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Project and also excluding any leases, licenses or concessions lasting for no more than one year);

(x) The restoration or repair of the Real Property after hazard damage or a partial condemnation in a manner other than specified in the Documents;

(xi) The merger of the Project with any other Project, for which the prior written approval of the VA must also be obtained;

(xii) The assignment of the future income of the Association, including its right to receive Common Expense Assessments; or

(xiii) Any action taken not to repair or replace the Real Property in the event of substantial destruction of any part of a Unit or the Common Elements.

(c) Limitations. The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly collection without the consent of all Eligible Mortgagees.

(d) VA Approval. For so long as Declarant is in control of the Association, as defined in Section 7.9 herein, the prior approval of the VA shall be required for those Association actions set forth in Section 7.12.

(e) Implied Approval. The failure of an Eligible Mortgagee or Insurer to respond within 30 days to any written request for approval of an addition or amendment to the Document wherever Eligible Mortgagee or Insurer approval is required, when such request is delivered by certified or registered mail, return receipt requested, shall constitute an implied approval of the addition or amendment.

Section 17.5 Development Rights: No Development Rights may be exercised, voluntarily abandoned or terminated by Declarant unless all persons holding Security Interests in the Development Rights consent to the exercise, abandonment or termination.

Section 17.6 Inspection of Books: The Association must maintain current copies of the Declaration, Bylaws, Rules, the Articles of Incorporation, books, records and financial statements of the Association. The Association shall permit any Eligible Mortgagee or Eligible Insurer, or other first mortgagee of Units, to inspect the books and records of the Association during normal business hours.

Section 17.7 Financial Statements: The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request with a copy of an annual financial statement. It shall be provided within 120 days following the end of each fiscal year of the Association. This financial statement shall be audited by an independent certified public accountant if:

(a) The Project contains 50 or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) Any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 17.8 Enforcement: The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors and may be enforced by any of them by any available means, at law or in equity.

Section 17.9 Attendance at Meetings: Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

Section 17.10 Appointment of Trustee: In the event of damage or destruction under Article XXI or XXII or condemnation of all or a portion of the Project, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to this Declaration. This Trustee may be required to be a corporate trustee licensed by the State of Nevada. Proceeds will then be distributed pursuant to Article XXII or pursuant to a

condemnation award. Unless otherwise required, the members of the Board of Directors, acting by majority vote through the president, may act as Trustee.

ARTICLE XVIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 18.1 Apportionment of Common Expenses: Except as provided in Section 18.2, all Common Expenses shall be assessed at a uniform rate for all Units in accordance with the percentage of Liability for Common Expenses as set forth in Article VIII of this Declaration. The Association may, at its option, collect the Master Association Assessments with the Common Expense Assessments from each Unit Owner and timely pay the Master Association Assessments to the Master Association in a monthly lump sum payment.

The Association is specifically authorized to enter into Subsidy Agreements with Declarant or other entities for the payment of certain Common Expenses; provided, however, the VA shall be advised of and approve any form of Subsidy Agreement entered into between Declarant and Association.

Section 18.2 Common Expenses Attributable to Fewer than all Units; Exempt Property:

(a) Any Common Expense or portion thereof benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

(b) An assessment to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their respective Liability for Common Expense.

(c) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

(d) If the Liability for Common Expenses are reallocated, Common Expenses Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

(e) Fees, charges, late charges, fines, collection costs and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense Assessments against that Unit Owner's Unit.

(f) The following portions of the Real Property shall be exempt from the assessments, charges, and liens created herein:

(1) All properties dedicated and accepted by a governmental municipality and devoted to public uses, whether the governmental municipality's interest is represented by a fee ownership, by an easement, or in any other form of property ownership;

(2) All utility lines and easements; and

(3) The Common Elements.

Section 18.3 Lien:

(a) The Association has a lien on a Unit for an assessment levied against the Unit (including any Master Association Assessments collected by the Association) or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due.

(b) Except to the extent permitted under the Act (NRS 116.3116(2)), a lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent that the Common Expense assessments are based on the periodic budget adopted by the Association pursuant to Section 18.4 and 18.5 of this Article and would have become due in the absence of acceleration, during the six months immediately preceding institution of an action to enforce the Association's lien. This Subsection does not affect the priority of mechanics' or materialmen's liens or the priority of a lien for other assessments made by the Association.

(c) Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due, except that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the time period for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

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

(g) The Association's lien must be foreclosed by the same procedure set forth in NRS 116.31162 and NRS 116.31164.

(h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver for the Unit Owner to collect all sums alleged to be due to that Unit Owner from third parties prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense Assessments, based on a periodic budget adopted by the Association pursuant to Section 18.4 of this Declaration.

(i) If a holder of a first Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection (b) of this section of this Declaration. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(j) A Request for Notice of Default and Sale recorded in accordance with NRS 107.090 shall apply to the foreclosure of an Association lien. The Request must identify the lien by stating the names of the Unit Owner and the Project.

(k) In the case of foreclosure under NRS 116.31162 and NRS 116.31164, the Association shall give reasonable notice of its intent to foreclose to each lien holder of the affected Unit known to the Association.

(l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 18.4 Budget Adoption and Ratification: Within 30 days after adoption of a proposed budget for the Project, the Board of Directors shall provide a summary of the budget to each Unit Owner and shall set a date for a meeting of the Unit Owners to consider ratification of the budget. The meeting shall be not less than 14 or more than 30 days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a subsequent budget proposed by the Board of Directors.

Section 18.5 Ratification of Nonbudgeted Common Expense Assessments: If the Board of Directors votes to levy a Capital Improvement Assessment the Board of Directors shall submit the assessment to the Unit Owners for ratification in the same manner as a budget under Section 18.4. A Capital Improvement Assessment levied pursuant to this Section 18.5 shall include (i) an assessment not included in the current budget, other than one enumerated in Section 18.2 of this Declaration, in an amount greater than 15% of the current annual operating budget, or (ii) an assessment for the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area

Section 18.6 Certificate of Payment of Common Expense Assessments: The Association, upon written request, shall furnish a Unit Owner with a statement, in recordable form, setting out the amount of unpaid assessments against the Unit. The statement must be furnished within 10 business days after receipt of the request and is binding on the Association, the Board of Directors and each Unit Owner.

Section 18.7 Monthly Payment of Common Expenses: All Common Expenses assessed under Sections 18.1 and 18.2 of this Declaration shall be due and payable monthly, at 1/12th of the annual total (in cases where an annual total is applicable).

Section 18.8 Limitations on Maximum Annual Assessment: From and after January 1st of the year immediately following the first conveyance of a Unit to an Owner other than Declarant, the maximum annual Common Expense Assessment may not be increased by more than 15% of the annual budget for the previous year unless approved by the vote or written assent of a Majority of Unit Owners.

Section 18.9 Acceleration of Common Expense Assessments: In the event of default in which any Unit Owner does not make the payment of any Common Expense Assessment levied against his or her Unit within 10 days after the date due, the Board of Directors shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year immediately due and payable.

Section 18.10 Commencement of Common Expense Assessments: The Common Expense Assessments provided for herein shall begin as to all Units in each phase of the Project (other than unsold Units owned by Declarant if a Subsidy Agreement is in effect) on the first day of the month following the first conveyance of a Unit to a Unit Owner other than Declarant in that phase. The first assessment shall be adjusted according to the number of months remaining in the calendar year. If a Subsidy Agreement is in effect, regular assessments to all unsold Units owned by Declarant shall commence upon termination or expiration of the Subsidy Agreement.

Section 18.11 No Waiver of Liability for Common Expenses: No Unit Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 18.12 Personal Liability of Unit Owners: The Unit Owner of a Unit, at the time a Common Expense Assessment or portion of the assessment is due and payable, is personally liable for the assessment. Additionally, the Owner of a Unit, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or such other instrument, is deemed to covenant and agree to pay to the Association (1) annual Common Expense Assessments, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments; such assessments to be established and collected as herein provided. All Assessments, together with interest, costs, and reasonable

attorneys' fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Unit against which such assessment is made.

(a) No owner may exempt himself from the personal liability for assessments levied by the Association, nor release the Unit owned by him from the liens and charges thereof by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his/her Unit.

(b) Personal liability for the assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. The successor in title shall be personally liable for any Common Expense Assessments thereafter due.

Section 18.13 Capitalization of Association: A working capital fund is to be established in the amount of two (2) months' regularly budgeted initial Common Expense Assessments, measured as of the date of the first assessment on the first phase, for all Units as they are created in proportion to their respective Allocated Interests in Common Expenses. Any amounts paid into this fund shall not be considered as advance payment of assessments. Each Unit's share of the working capital fund may be collected and then contributed to the Association by Declarant at the time the sale of the Unit is closed or at the termination of Declarant control pursuant to Section 7.9 of this Declaration, if earlier. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment, with a lien on Declarant's unsold Units pursuant to the Act. Until termination of Declarant control of the Board of Directors, the working capital shall be deposited without interest in a segregated fund. While Declarant is in control of the Board of Directors, Declarant cannot use any of the working capital funds to defray its expenses, reserve contributions or construction costs or to make up budget deficits.

Section 18.14 Subsidy Agreements: The Association may enter into an agreement (a "Subsidy Agreement") with the Declarant under which the Declarant provides maintenance of the Common Elements and certain other services which are Common Expenses of the Association in exchange for a temporary suspension of regular assessments, but any Subsidy Agreement shall provide that it may be terminated upon the vote of sixty-seven (67%) of the Owners other than Declarant, in which event, after the date of such termination, all Owners, including Declarant shall be liable for the full amount of the regular assessments which would otherwise be payable in accordance with this Article XVIII.

ARTICLE XIX
RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense Assessments, only by the affirmative vote of Unit Owners of Units to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose, and with the Eligible Mortgagee consent described in Article XVII.

ARTICLE XX
PERSONS AND UNITS SUBJECT TO DOCUMENTS

Section 20.1 Membership in the Association: Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of a Unit to which it is appurtenant, and then only to the purchaser of such Unit. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his or her name to the purchaser of his or her Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 20.2 Compliance with Documents: All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by that Unit Owner, tenant, mortgagee or occupant. All provisions of the Documents recorded in the Clark County Recorder's Office are covenants running with the land and shall bind any Persons having at any time any interest or estate in any Unit.

Section 20.3 Adoption of Rules: The Board of Directors may adopt Rules regarding the use and occupancy of Units as it affects the Common Elements, the Limited Common Elements and the activities of occupants, subject to Notice and Comment.

ARTICLE XXI
INSURANCE

Section 21.1 Coverage: To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described in this Article will not be maintained, the Board of Directors shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 21.2 Property Insurance Coverage:

(a) Coverage. Property insurance will cover:

(i) All fixtures, equipment and any improvements and betterments which are affixed to or a part of the Common Elements; and

(ii) All personal property owned by the Association.

(b) Amounts. The insurance will be for an amount (after application of any deductions) equal to 100 percent of the actual cash value of the covered items at the time the insurance is purchased and at each renewal date.

The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the insured items, and the cost of such appraisals shall be a Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner which covers the same risk covered by the policy, the Association's policy provides primary insurance.

(v) Losses must be adjusted with the Association.

(vi) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, it is to be held in trust for each Unit Owner and the Unit Owner's mortgagee.

(vii) The insurer may not cancel or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Unit Owner and to each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(viii) The name of the insured shall be substantially as follows:

COPPER RIDGE COMMUNITY ASSOCIATION, for
the use and benefit of the individual Owners.

Section 21.3 Liability Insurance: Liability insurance, including medical payments insurance, will be maintained as determined by the Board of Directors. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association.

Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) Losses must be adjusted with the Association.

(vi) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, it is to be held in trust for each Unit Owner and the Unit Owner's mortgagee.

(vii) The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 21.4 Fidelity Bonds: A blanket fidelity bond shall be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force. In no event shall the bond be for an amount less than the sum of three months' assessments plus reserve funds. When either: (a) separate bank accounts for working funds and reserves are maintained and monthly checks are sent directly to the Association, (b) a management company maintains separate records and bank accounts for each reserve account of the Association, or (c) two Directors must sign any check written on the reserve account, then the fidelity bond may be in an amount equal to three months Common Expense Assessments on all Units.

Section 21.5 Unit Owner Policies: An insurance policy issued to the Association does not preclude Unit Owners from obtaining insurance for their own benefit.

Section 21.6 Workers' Compensation Insurance: The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Nevada.

Section 21.7 Directors' and Officers' Liability Insurance: The Board of Directors shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the directors and officers (including without limitation the members of the ARC) of the Association. This insurance will have limits determined by the Board of Directors.

Section 21.8 Other Insurance: The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association and/or the Unit Owners.

Section 21.9 Premiums: Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense.

ARTICLE XXII
DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 22.1 Duty to Restore: Any portion of the Project for which insurance is required under the Act (NRS 116.31135) that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The Project is terminated; or

(b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or

(c) Eighty percent (80%) of the Unit Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 22.2 Cost: The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 22.3 Plans: The Real Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and 51 percent of Eligible Mortgagees.

Section 22.4 Replacement of Less Than Entire Property:

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Project.

(b) Except to the extent that other persons will be distributees:

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units.

Section 22.5 Insurance Proceeds: The Trustee, or if there is no Trustee, then the Board of Directors of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 22.1(a) through Subsection 22.1(c) of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged Property. The Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus after the Real Property has been completely repaired or restored, or unless the Project is terminated.

Section 22.6 Certificates By Board of Directors: The Trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) Whether or not damaged or destroyed Property is to be repaired or restored; and

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 22.7 Certificates by Title Insurance Companies: If payments are to be made to Unit Owners or mortgagees, then the Board of Directors and the Trustee, if any, shall obtain and may rely on a title insurance company's certificate or a title insurance policy based on a search of the Records in the Clark County Recorder's Office from the date of the recording of the original Declaration, stating the names of the Unit Owners and the mortgagees.

ARTICLE XXIII
NOTICE AND HEARING

Section 23.1 Right to Notice and Comment: Before the Board of Directors amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice

and Comment," and at any other time the Board of Directors determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action either shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or it shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five days before the proposed action is to be taken. It shall invite comment to the Board of Directors orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 23.2 Right to Notice and Hearing: Whenever the Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Board of Directors, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 23.3 Appeals: Any person having a right to Notice and Hearing shall have the right to appeal to the Board of Directors from a decision of persons other than the Board of Directors by filing a written notice of appeal with the Board of Directors within 10 days after being notified of the decision. The Board of Directors shall conduct a hearing within 30 days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXIV
BOARD OF DIRECTORS

Section 24.1 Association Records and Minutes of Board of Directors Meetings: The Board of Directors shall permit any Unit Owner, or holder, insurer or guarantor of a first mortgage secured by a Unit, to inspect the records of the Association and the minutes of Board of Directors and committee meetings during normal business hours.

Section 24.2 Powers and Duties: The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration, the Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Project, which shall include, but not be limited to, the power to do each of the following:

(a) Adopt and amend Bylaws, Rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge independent contractors, employees and agents;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Project;

(g) Make contracts and incur liabilities so long as all contracts be for a period of time not one (1) year, or otherwise provide for the Association's right to terminate not less than every one (1) years;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the Act (NRS 116.3112);

(k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions through or over the Common Elements;

(l) Impose and cause the Association to receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Unit Owners;

(m) Impose a reasonable charge for late payment of assessments, and after Notice and Hearing, levy reasonable fines for violations of this Declaration, the Bylaws, Rules and regulations of the Association;

(n) Impose a reasonable charge for the preparation and recordation of amendments to this Declaration, for resale certificates required by the Act (NRS 116.4109) for a statement of unpaid assessments and for statements of unpaid Assessments;

(o) Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense Assessments;

(q) Exercise any other powers conferred by this Declaration or the Bylaws;

(r) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(s) Direct the removal of vehicles, boats, or trailers improperly parked or otherwise in violation of the Declaration generally, on property owned or leased by the Association, pursuant to NRS 487.038;

(t) Exercise any other power necessary and proper for the governance and operation of the Association; and

(u) By resolution, establish permanent and standing committees of Directors to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must give notice of their actions to the Unit Owners affected by such action and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within 45 days of the notice. If an appeal is made, the committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

Section 24.3 Board of Directors Limitations: The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Project or to elect members of the Board of Directors or determine the qualifications, powers and duties or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXV
OPEN MEETINGS

Section 25.1 Access: All meetings of the Board of Directors, at which action is to be taken by vote, will be open to the Unit Owners, except as hereinafter provided.

Section 25.2 Executive Sessions: Meetings of the Board of Directors may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

(a) If no action is taken at the executive session requiring the affirmative vote of Directors; or

(b) If the action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, matters involving the privacy of individual unit owners, matters which are to remain confidential by request of the affected

parties and agreement of the Board of Directors or actions taken by unanimous consent of the Board of Directors.

ARTICLE XXVI
CONDEMNATION

If part or all of the Project is taken by any person or entity having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with the Act (NRS 116.1107).

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

Section 27.1 Enforcement:

(a) The Master Association, the Association and any Unit Owner shall have the right to enforce by any proceedings at law or in equity, each covenant, condition, restriction and reservation now or hereafter imposed by the provisions of this Declaration. Each Unit Owner shall have a right of action against the Association for any failure by the Association to comply with the provisions of the Documents. Failure by the Master Association, the Association or any Unit Owner to enforce any covenant, condition, restriction or reservation contained herein shall not be deemed a waiver or the right to do so thereafter.

(b) In the event the Master Association, the Association, Declarant, or any Unit Owner shall commence litigation to enforce any of the covenants, conditions, restrictions or reservations herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the Court may adjudge reasonable and proper. The "prevailing party" shall be the party in whose favor a final judgment is entered.

Section 27.2 Captions: The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents or the intent of any provision thereof.

Section 27.3 Gender: The use of the masculine gender refers to the feminine gender, and vice versa, and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 27.4 Waiver: No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 27.5 Invalidity: The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and if a provision is invalid, all of the other provisions of the Documents shall continue in full force and effect.

Section 27.6 Conflict: The Documents are intended to comply with the requirements of the Act. If there is any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

Section 27.7 Notices: Any notice permitted or required to be given under the provisions of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

Section 27.8 Coexistence of Master Declaration: The provisions of this Declaration shall supplement, and shall not supersede, the provisions of the Master Declaration, and in the event of a conflict, the terms and provisions of the Master Declaration shall control; provided, however, that the terms and provisions of this Declaration may be more restrictive than the Master Declaration and in such event, the terms and provisions of this Declaration shall control. Nothing herein contained shall be construed to relieve any Owner or Unit within the Project from the conditions, covenants, and restrictions contained in the Master Declaration, or as limiting or preventing any rights of enforcement granted or available to the Master Association or by virtue thereof.

Section 27.9 Term: This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until December unless amended as herein provided. After December 31, 2047, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least two-thirds (2/3) of the Unit Owners of all Units in the Project and recorded in the Clark County, Nevada Recorder's Office.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 30th day of June, 1997.

"DECLARANT"

PARDEE CONSTRUCTION COMPANY OF NEVADA, a Nevada corporation

By: Nancy B. Smith
Nancy B. Smith, Vice President

By: Raymond Landry
Raymond Landry,
Assistant Vice President

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on June 30th by Nancy B. Smith as Vice President of Pardee Construction Company of Nevada.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
NURDAN LINDLEY
My Appointment Expires October 19th, 1998

Nurdan Lindley
Notary Public

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on June 30th by Raymond A. Landry as Assistant Vice President of Pardee Construction Company of Nevada.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
NURDAN LINDLEY
My Appointment Expires October 19th, 1998

Nurdan Lindley
Notary Public

SUMMARY
OF
DECLARATION OF RESTRICTIONS
FOR
COPPER RIDGE COMMUNITY ASSOCIATION

1. Pardee Construction Company of Nevada (the "Declarant") proposes to develop the Copper Ridge Community. (Page 1)

2. Copper Ridge will be part of the Green Valley Ranch Master Association. (Page 1)

3. Declarant may develop and construct 136 residential dwellings. (Page 2)

4. Common Elements shall include private streets. (Page 4)

5. Each Owner shall be liable to the Association for all damages to the Common Elements. (Page 11)

6. The Association shall be responsible for maintenance and repair of all Common Elements including landscaped areas, private streets, street lights and irrigation system. (Page 12)

7. The Association shall have the right to remove all graffiti from walls which are visible from the Common Elements or streets. (Page 13)

8. Declarant may expand the Project to include Annexable Property. (Page 13)

9. Declarant has the right to construct underground utility lines and to grant easements to the utility companies. (Page 14)

10. Declarant has the right to maintain sales offices and advertising signs. (Page 15)

11. Declarant has the right to elect Officers of the Board until 60 days after conveyance of 75% of the units; or 5 years after Declarant stops selling the units; or 5 years after the right to add units was last exercised, whichever occurs earlier. (Page 16)

12. Within 60 days of conveying 25% of the units at least 1 member of the Board of Directors shall be a homeowner. (Page 16)

13. Declarant shall have the right to complete the project and does not need to submit plans for Architectural Review. (Pages 17, 18)

14. Businesses are not allowed to be conducted within the project unless approved by the Board of Directors. (Page 19)

15. An additional story may not be added to any residence. (Page 19)

16. Satellite dishes are allowed if approved by the Architectural Review Committee and if permitted by law. (Page 20)

17. A front lawn or ground cover must be installed within 60 days from the date of conveyance. (Page 20)

18. All improvements made on a lot must be kept in good condition. (Page 22)

19. Only common household pets are allowed. The total number may not exceed four (4) and the number of each species may not exceed two (2). (Page 22)

20. No Owner may dig in a private easement or public space without first following the steps of notification as outlined on Page 23.

21. No Owner shall interfere with the natural drainage of water over his or her lot. (Page 24)

22. Trash containers may not be out for more than 12 hours before or after trash collection. (Page 24)

23. Garage doors must be kept closed except when entering or leaving or for residential household purposes. (Page 24)

24. Clotheslines may not be placed in a location visible from a street. (Page 25)

25. Commercial or Recreational vehicles are not permitted unless parked within the garage. (Page 26)

26. All improvements and construction made upon the lot must be approved by the Architectural Review Committee. (Page 30)

27. Architectural Review Committee has 60 days to review and disapprove/approve a request for architectural modification. (Page 30)

28. An amendment to the Declaration must be recorded in Clark County Recorder's office. (Page 32)

29. Certain amendments to the Declaration require the vote or agreement of a majority of members. (Page 32)

30. Fees, charges, late charges, fines and interest charged are enforceable as assessments. (Page 38)

31. The Board shall provide each Owner with a summary of the budgets. (Page 40)

32. The budget may be increased by the Board 15% above the annual budget for the previous year without membership approval. (Page 40)

33. Every Owner of a residence shall be a member of the Association. (Page 42)

34. Each Owner has the right to inspect the minutes of the Association. (Page 47)

** ***Note:*** ***This is only a brief summary of a limited number of provisions within this document. Each purchaser should read this document completely to thoroughly understand the Declaration Restrictions for Copper Ridge Community Association.***

CopDec.sum

BYLAWS
OF
COPPER RIDGE COMMUNITY ASSOCIATION

ARTICLE 1
NAME AND LOCATION

The name of the corporation is COPPER RIDGE COMMUNITY ASSOCIATION (the "Association"). The principal office of the corporation shall be located in the County of Clark, State of Nevada, but meetings of Members and Directors may be held at such places within the State of Nevada, County of Clark, as may be designated by the Board of Directors.

ARTICLE 2
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article 2, for purposes of these Bylaws, shall have the meanings herein specified. Capitalized terms which are not otherwise defined shall have the meaning given such terms in the Declaration.

2.1 "Act" shall mean the Nevada Common Interest Ownership Act, Chapter 116 of the Nevada Revised Statutes, as it may be amended from time to time.

2.2 "Articles" shall mean the Articles of Incorporation of the Association as they may from time to time be amended.

2.3 "Association" shall mean the Copper Ridge Community Association, a Nevada nonprofit corporation, its successors and assigns.

2.4 "Board" or "Board of Directors" shall mean the governing body of the Association, elected in accordance with these Bylaws and the Declaration.

2.5 "Bylaws" shall mean these Bylaws as amended from time to time.

2.6 "Common Elements" shall mean all the real and personal property and Improvements (as defined in the Declaration) which are owned at any time by the Association, or over which the Association has an easement for the use, care or maintenance thereof, for the common benefit, use and enjoyment of all of the Owners, as further provided in the Declaration. The Common Elements in the Real Property include the property described in Section 1.13 to the Declaration.

2.7 "Declarant" shall mean Pardee Construction Company of Nevada, a Nevada corporation, its successor in any merger, consolidation or liquidation and its assigns to the extent provided in any written assignment of rights by Declarant and assumption of obligations by the assignee, pursuant to NRS 116.3104.

2.8 "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Copper Ridge Community recorded with the Clark County, Nevada Recorder, as amended, changed or modified from time to time.

2.9 "Eligible Insurer" shall mean an insurer or governmental guarantor of a first Security Interest on a Unit who has requested notice of certain matters in accordance with Section 1.20 of the Declaration.

2.10 "Eligible Mortgagee" shall mean a holder of a first Security Interest on a Unit who has requested notice of certain matters from the Association in accordance with Section 1.21 of the Declaration.

2.11 "Fiscal Year" shall mean the fiscal year of the Association as established by the Board from time to time pursuant to these Bylaws.

2.12 "Governing Documents" shall mean the Declaration, the Articles and these Bylaws, as they may be amended from time to time, and any exhibits thereto; and the Rules and Regulations as established from time to time by the Board pursuant to the Declaration.

2.13 "Member" shall mean a person entitled to membership in the Association as provided herein. A "Member in Good Standing" shall mean a Member whose voting rights have not been suspended in accordance with Section 14.2 hereof.

2.14 "NRS" shall mean the Nevada Revised Statutes.

2.15 "Owner" shall mean the person or persons, including Declarant, holding a fee simple interest to a Unit which is a part of the Real Property, excluding those persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale.

2.16 "Real Property" shall mean the real property described in Section 1.38 of the Declaration and all Improvements (as defined in the Declaration), easements, rights and appurtenances and other real property which have been or are hereafter submitted to the provisions of the Act and the Declaration pursuant to the provisions of the Declaration.

2.17 "Record" and "Recordation" shall mean, with respect to any document, the recordation of said document in the Office of the County Recorder of the County of Clark, State of Nevada.

2.18 "Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to the Declaration for the use of the Common Elements, as they may be amended from time to time.

2.19 "Security Interest" shall mean the interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation, and shall include a deed of trust as well as a mortgage encumbering a Unit.

2.20 "State" shall mean the State of Nevada.

2.21 "Unit" shall mean the physical portion of the Real Property designated for separate ownership or occupancy and described in the Declaration.

ARTICLE 3
MEMBERS

3.1 Qualifications.

(a) Each Owner of a Unit (including Declarant if, and so long as, it is the Owner of one or more Units), by virtue of being such an Owner and for so long as he or she is such an Owner, shall become a Member of the Association.

(b) No person shall exercise the rights or privileges of membership in the Association until satisfactory proof of ownership has been furnished to the Board. Proof of ownership of a Unit may consist of a copy of a duly executed and acknowledged grant, bargain, sale deed, or a title insurance policy showing that person to be the Owner of a Unit, or such documentary or other proof as the Board, in its discretion, shall deem to be satisfactory. The decision of the Board as to qualification for membership shall be final and conclusive for all purposes.

3.2 Voting. This Association shall have one (1) class of voting membership as set forth in the Articles and in the Declaration.

ARTICLE 4
MEETINGS OF MEMBERS

4.1 Annual Meetings. The first annual meeting of Members shall be held within nine (9) months after the close of escrow for the sale of the first Unit by Declarant, or within forty-five (45) days after close of escrow for the sale by Declarant of fifty-one percent (51%) of the Units, whichever shall first occur. Subsequent annual meetings of Members shall be held annually thereafter on a date and time specified by the Board. Should any annual meeting day fall upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next day thereafter ensuing which is not a legal holiday.

4.2 Regular Meetings. At each annual meeting, the Members shall schedule a regular meeting of the Members to be held six months after the annual meeting.

4.3 Special Meetings. Special meetings of Members for any purpose or purposes may be called by the President, a majority of the Board or upon receipt of a written request for a

special meeting signed by Members representing at least five percent (5%) of the total voting power of the Association.

4.4 Notices. Written notice of annual, regular and special meetings of the Association shall be given to the Members and, upon written request therefor, to all Eligible Mortgagees either personally or by sending a copy of the notice through the mail or by telecopy to the address of such Member or Eligible Mortgagee appearing on the books of the Association or supplied in writing by such Member or Eligible Mortgagee to the Association for the purpose of notice. If no address is supplied, notice shall be deemed to have been given if mailed to the address of the Unit owned by a Member or encumbered by the first Security Interest. Except as otherwise provided below, notices shall be given not less than ten (10) days and not more than sixty (60) days before each meeting; provided, however, if notice is given by mail and the notice is not mailed by first-class, registered or certified mail, then notice shall be given not less than twenty (20) days before the meeting. Such notices shall specify:

(a) the place, the date, and the hour of the annual, regular or special meeting;

(b) those matters which the Board, at the time the notice is given, intends to present for action by the Members, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes and any proposal to remove an officer of the Association or a Director;

(c) if Directors are to be elected, the names of nominees intended at the time of the notice to be presented for election; and

(d) if an assessment for a capital improvement is to be considered or action is to be taken on an assessment for a capital improvement, in which case notices shall be given not less than twenty-one (21) days before such meeting.

Notice of meetings or ballot polls shall specify the place, date and hour. In the case of a ballot poll, the notice shall include the matter(s) to be voted on.

4.5 Quorum. The presence in person or by proxy in accordance with the Governing Documents of ten percent (10%) of the voting power entitled to vote at any meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough voting power to leave less than a quorum. In the event any meeting of Members cannot be held because a quorum is not present, the Members present, either in person or by proxy in accordance with the Governing Documents, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time of the original meeting date, at which meeting the quorum requirement shall be at least five percent (5%) of the voting power of the membership of the Association; provided, however, that the only matters which may be voted upon at any adjourned meeting actually attended, in person or by proxy in accordance with the Governing Documents, by less than ten percent (10%) of the voting

power of the membership of the Association, are matters notice of the general nature of which was duly given.

4.6 Adjourned Meetings and Notice Thereof. Any membership meeting, annual, regular or special, whether or not a quorum is present may be adjourned from time to time by the vote of a majority of the voting power present in person, by proxy or represented by an agent in accordance with the Governing Documents, but in the absence of a quorum no other business may be transacted at any such meeting.

Unless a meeting is adjourned for more than thirty (30) days, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting other than by an announcement at the meeting at which such adjournment is taken of the time and place of the adjourned meeting. When any membership meeting, either annual, regular or special, is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting. If a time and place for the adjourned meeting is not announced at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of, or new date for, the adjourned meeting shall be given to Members in the manner prescribed in Section 4.4 hereof.

4.7 Record Date for Notice. Only those Members and Eligible Mortgagees appearing, in the official records of the Association on the date forty-five (45) days prior to the scheduled date of any meeting of the Members required or permitted to be held under these Bylaws or the Declaration, as record Owners or Eligible Mortgagees, respectively, shall be entitled to notice of any such meeting.

4.8 Proxies. Every Member entitled to attend, vote at or exercise consents with respect to any meeting of the Members may do so either in person, or by a representative, known as a proxy, duly authorized by an instrument in writing, filed with the Secretary of the Association prior to the meeting to which it is applicable, provided, however, that if the proxy is a Member, the proxy must be a Member in Good Standing. Any proxy may be revoked at any time by actual notice to the Board or by attendance in person by such Member at the meeting for which such proxy was given. A proxy is void if it is not dated or purports to be revocable without notice. In any event, no proxy shall be valid after the expiration of one (1) year from the date of the proxy, unless a shorter expiration is provided for in the proxy. Such powers of designation and revocation may be exercised by the guardian of a Member's estate or by his or her conservator, or in the case of a minor having no guardian, by the parent entitled to his or her custody, or during the administration of a Member's estate, by his or her executor or administrator where the latter's interest in such property is subject to administration in his or her estate. Any form of proxy or written ballot shall afford an opportunity therein to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot or proxy is distributed, to be acted upon at the meeting for which the proxy or written ballot is solicited, and shall provide, subject to reasonable specified conditions, that where the person solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance with such specification.

4.9 Members in Good Standing. Notwithstanding any other provision contained in the Governing Documents, only those Members in Good Standing shall be entitled to vote, whether in person, by proxy or ballot.

4.10 Place of Meetings. Members' meetings shall be held within Clark County, Nevada either within the Real Property or at a meeting place reasonably convenient to the Owners.

4.11 Membership Approval. Except as otherwise provided in these Bylaws or the Declaration, if there are any provisions in these Bylaws or the Declaration calling for membership approval of action to be taken by the Association then such approval shall be by the prescribed percentages of the voting power of the membership.

4.12 Mortgagee and Insurer Representation. Each Eligible Mortgagees and Eligible Insurer shall have the right to attend all membership meetings through a representative designated in writing and delivered to the Board.

4.13 Waiver of Notice. The transactions of any meeting of Members, whether annual, regular or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the Members entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

4.14 Method of Voting and Actions without Meeting. Elections or questions (including advisory questions) to be submitted to all or any part of the membership of the Association may be decided at a meeting (by voice or by ballot), by mail or at polling places designated by the Board. Unless otherwise approved by the Board, all elections for Directors shall be by secret written ballot. The Board shall determine the method of voting by resolution and give notice thereof as provided in Section 4.4 of these Bylaws. Without limiting the foregoing, except as limited by State law (as now or hereafter in effect), any action which may be taken by the vote of Members at an annual, regular or special meeting, may be taken without a meeting.

4.15 Vote Appurtenant to Unit. The right to vote may not be severed or separated from the ownership of the Unit to which it is appurtenant, except that any Member may give a revocable proxy in the manner described above, or may assign his or her right to vote to a lessee or tenant actually occupying his Unit or the holder of a Security Interest in the Unit concerned, for the term of the lease or Security Interest, and any sale, transfer or conveyance of such Unit to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a lessee or the holder of a Security Interest as provided herein.

ARTICLE 5
BOARD OF DIRECTORS: ELECTION AND TERM OF OFFICE

5.1 Number. The affairs of the Association shall be managed and governed by a Board of five (5) Directors, a majority of whom shall be Members of the Association, which, until the termination of the Declarant's control under Section 7.9 of the Declaration, may consist of a minimum three persons. Within sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Owners other than Declarant, at least one Director shall be elected by Owners other than Declarant and within sixty (60) days after the conveyance of fifty percent (50%) of the Units to Owners other than Declarant, no less than thirty-three and one-third percent (33 1/3%) of the Directors must be elected by Owners other than Declarant.

5.2 Term of Office. In accordance with the Act and Section 7.9 of the Declaration, upon termination of the Declarant's control, the Members shall elect five (5) Directors as follows: two (2) Directors for a term of one year and three (3) Directors for a term of two (2) years; and at each annual meeting thereafter the Members shall elect the appropriate number (2 or 3) Directors for a term of two (2) years.

5.3 Vacancies. Vacancies in the Board, except for a vacancy created by the removal of a Director, may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected shall hold office until his successor is elected at an annual meeting of Members or at a special meeting called for that purpose.

A vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Director, or if the Members shall increase the authorized number of Directors but shall fail at the meeting at which such increase is authorized, or at any adjournment thereof, to elect the additional Directors so provided for, or in case the Members fail at any time to elect the full number of authorized Directors.

The Members may at any time elect Directors to fill any vacancy not filled by the Directors, and may elect the additional Directors at the meeting at which an amendment by these Bylaws is voted authorizing an increase in the number of Directors.

If any Director tenders his or her resignation to the Board, the Board shall have power to elect a successor to take and complete the term of that office at such time as the resignation shall become effective. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

ARTICLE 6
NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. Nomination for election to the Board shall be made by the Board or by a nominating committee appointed by the Board. Nominations may also be made from the floor at the annual meeting of the Members. A nominating committee may be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual

meeting until the close of the next annual meeting, in which case such appointment shall be announced at each annual meeting. The Board or the nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or nonmembers.

6.2 Cumulative Voting. Members shall be entitled to cumulate their votes for one or more candidates for the Board, if the candidate's name has been placed in nomination prior to the voting, and if any Member has given notice at the meeting prior to the voting of his or her intention to cumulate votes at any election for Directors. If cumulative voting is in effect, each Member in Good Standing may give one (1) candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Member is entitled, or may distribute the Member's votes on the same principle among as many candidates as the Member thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

6.3 Removal of Directors. Unless the entire Board is removed from office by the vote of Members, an individual Director shall not be removed prior to the expiration of his or her term of office if the number of votes cast against his or her removal or not consenting in writing to his or her removal would be sufficient to elect him or her if voted cumulatively at an election at which the same total number of votes were cast and the entire number of Directors authorized at the time of the most recent election of the governing Board member were then being elected. Any Director elected to office solely by the votes of Members other than Declarant as provided below may be removed from office prior to the expiration of his or her term only upon the vote of a simple majority of the voting power of Members other than Declarant. Notwithstanding the foregoing, if, at the first election of Directors by Members and thereafter for so long as Declarant holds a majority of the voting power of the Association, Members other than Declarant do not have sufficient voting power (when cumulating their votes to the maximum number) to elect at least two (2) Directors, then upon the vote of a majority of the voting power of Members other than Declarant, at least two (2) Directors shall be elected solely by the voting power of such Members.

ARTICLE 7
MEETINGS OF DIRECTORS

7.1 Annual Organizational Meeting. An annual meeting of the Board for the purpose of organization, election of officers and the transaction of other business shall be held immediately following the adjournment of the annual meeting of the Members. Notice of such meeting is hereby dispensed with.

7.2 Regular Meetings and Notice Thereof. At each annual organizational meeting, the Board shall adopt a schedule setting forth the time, date and place of other regular meetings of the Board to be held at least quarterly during the forthcoming year; unless the business to be transacted by the Board does not require such frequent meetings, in which case the Board may meet as infrequently as once every six (6) months. Notice of the time, date and place of a regular meeting shall be communicated to the Directors not less than five (5) days prior to such meeting;

provided, however, that notice of a regular meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

7.3 Special Meetings and Notice Thereof. Special meetings of the Board may be called at any time by the President or, if he or she is unable or refuses to act, by the Vice-President or by any two (2) Directors. Written notice of the time and place of special meetings and the nature of any special business to be considered shall be sent to all Directors by first-class mail not less than four (4) days prior to the scheduled time of the meeting, or delivered personally or by telephone or telecopy not less than seventy-two (72) hours prior to the scheduled time of the meeting; provided, however, that notice of a special meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

7.4. Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board; unless the law, the Articles, the Declaration or these Bylaws require a greater number.

7.5 Adjournment. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and hour; provided, however, that in the absence of a quorum, a majority of Directors present at the Directors' meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

7.6 Entry of Notice. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall constitute a rebuttable presumption that due notice of such special meeting was given to such Director as required by law and these Bylaws.

7.7 Notice of Adjournment. Notice of any adjournment of any Directors' meeting, either regular or special, to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were present at the time of the adjournment.

7.8 Meeting Place. All regular and special meetings of the Board shall be held within Clark County, Nevada in a location reasonably convenient to all Members.

7.9 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though transacted at a meeting to be held after regular call and notice if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

7.10 Open Meetings. Regular and special meetings of the Board shall be open to all Members; provided, however, that Members who are not on the Board may not participate in any

deliberations or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

7.11 Executive Sessions. The Board may, with the approval of a majority of a quorum of the Directors adjourn a meeting and reconvene in executive session to discuss and act upon matters described in Section 8.4 hereof, personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. Only Directors shall be entitled to attend Executive Sessions.

7.12 Action Without Meeting. The Board may take action without a meeting if all of its members consent in writing to the actions to be taken. If the Board resolves by unanimous written consent to take an action, an explanation of the action to be taken shall be given by the Board to the Members of the Association within three (3) days after all written consents have been obtained in the manner provided in Section 7.2 hereof for the giving of notice of regular meetings of the Board.

7.13 Telephonic Meetings. Unless otherwise restricted by the Articles or Bylaws, Directors or Members of any committee designated by the Board, may participate in a meeting of the Board or committee by means of a conference telephone network or a similar communications method by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.13 constitutes presence in person at such meeting. Each person participating in the meeting shall sign the minutes thereof. The minutes may be signed in counterparts.

ARTICLE 8
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. The Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association, which shall include the following powers and duties:

(a) Adopt and amend these Bylaws and the Rules and Regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect Assessments for Common Expenses from Owners;

(d) Hire and discharge Managers;

(e) Hire and discharge employees, independent contractors and agents;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name, on behalf of the Association or two or more Owners on matters affecting the Real Property;

(g) Make contracts and incur liabilities so long as all contracts be for a period of time not more than one (1) year, or otherwise provide for the Association's right to terminate not less than every one (1) year;

(h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to NRS 116.3112;

(k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements;

(m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and Regulations of the Association;

(n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration, resale certificates required by NRS 116.4109 and statements of unpaid assessments;

(o) Provide for the indemnification of the Association's officers and Board and maintain Directors' and officers' liability insurance;

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by the Declaration or Bylaws;

(r) Exercise any other power that may be exercised in the State by a legal entity of the same type as the Association;

(s) Exercise any other power necessary and proper for the governance and operation of the Association;

(t) Direct the removal of vehicles (including without limitation boats and trailers) improperly parked, or otherwise in violation of the Declaration generally and Section 9.23 thereof particularly, on property owned or leased by the Association, pursuant to NRS 487.038; and

(u) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 45 days of publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting.

8.2 Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, the records to include but not be limited to a membership register, books of account and minutes of meetings of the Members, and of the Board, and to present a statement thereof to the Members at the annual meeting of the Members, or at any regular or special meeting when such statement is requested in writing by one-fourth (1/4) of the Members in Good Standing who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit;

(2) send written notice of each assessment to every Owner subject thereto; and

(3) foreclose the lien against a Unit for which assessments are not paid or bring an action at law against the Owner personally obligated to pay the same.

(d) furnish or cause an appropriate officer or officers to furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance;

(e) procure and maintain the liability and other insurance required by the Declaration with respect to property owned by the Association or otherwise subject to the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Elements to be maintained as provided in the Declaration;

(h) at least thirty (30) days and not more than sixty (60) days prior to the commencement of the second and each succeeding Fiscal Year of the Association, prepare and distribute to Members a budget and prior to the commencement of the Fiscal Year, the Board shall adopt a budget for the Association consisting of at least the following information:

(1) Estimated revenue and expenses on an accrual basis.

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

(3) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Elements and facilities for which the Association is responsible.

(i) cause a financial statement (including a balance sheet and income and expense statement) of the affairs of the Association to be made:

(1) as of the last day of the month closest in time to the date nine (9) months following close of escrow for the sale of the first Unit by Declarant to an Owner. The financial statement shall reflect the financial condition of the Association as of that date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale and the date of the financial statement. The financial statement shall include a schedule of assessments received and receivables itemized by Unit and may include the name of the person or entity assessed. A copy of the financial statement shall be distributed personally or by mail to each of the Members of the Association and, upon written request, to a holder of a first Security Interest in a Unit, within sixty (60) days after the date of such financial statement.

(2) as of the last day of each Fiscal Year of the Association. The financial statement shall reflect the financial condition of the Association as of that date and shall summarize the financial transactions in which the Association was involved during the period between the close of the first sale of a Unit or the last of such financial statements and the date of the current financial statement and shall include a statement of changes in financial position. The financial statement shall be prepared in accordance with generally accepted accounting principles, by an independent certified public accountant for each Fiscal Year, and a copy of the financial statement shall be distributed personally or by mail to each Member of the Association and upon written request, to a holders of a first Security Interest in a Unit, within one hundred twenty (120) days following the end of

each Fiscal Year. In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the Fiscal Year a statement of the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against Members' Units.

(3) In lieu of the distribution of the financial statement, the Board may elect to distribute a summary of the statement to all Members with a written notice that the statement is available at the business office of the Association or at another suitable location within the boundaries of the Real Property and that copies will be provided upon request and at the expense of the Association. If any Member requests a copy of the financial statement to be mailed to the Member, the Association shall mail the copy to the Member by first-class United States mail at the expense of the Association within five (5) days. The written notice that is distributed to each of the Members shall be in at least 10-point type on the front page of the summary of the statement.

(j) Make available to any prospective purchaser of a Unit, any Owner of a Unit, any holder of a first Security Interest, and the Eligible Insurer, current copies of the Declaration, the Articles, these Bylaws, the Rules and Regulations and all other books, records and financial statements of the Association. "Available" as used in the paragraph shall at least mean available for inspection upon request during normal business hours or under other reasonable circumstances.

8.3 Restrictions on Powers of Board.

(a) In addition to any restrictions contained in the Declaration, the Association shall be prohibited from taking any of the following actions without the vote or written assent of Members representing fifty-one percent (51%) or more of the total voting power of the Members:

(1) Paying compensation to Directors or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(2) Filling a vacancy on the Board created by the removal of a Director.

(3) Incurring aggregate expenditures payable by the Association for capital improvements to the Common Elements in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(4) Selling any property of the Association.

(b) The Association shall be prohibited from taking any of the following actions without the vote or written assent of two-thirds (2/3) of the total voting power of the Members of the Association:

(1) hypothecating any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred.

Notwithstanding the foregoing, for so long as there is any Unit for which this Association is obligated to provide management, maintenance, preservation or control, then, without the approval of one hundred percent (100%) of the Members, this Association or any person acting on its behalf shall not transfer all or substantially all of its assets or file a certificate of dissolution.

8.4 Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of the Declaration or the Rules and Regulations unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(1) the alleged violation;

(2) the action required to abate the violation; and

(3) the time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its authorized representative shall serve the violator with written notice of a hearing to be held by the Board or an authorized committee thereof in executive session. The notice shall contain:

(1) the nature of the alleged violation;

(2) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(3) an invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(4) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard has been complied with shall be placed in the minutes of the meeting. Proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer,

Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. If the hearing is before a committee of the Board, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association or the professional manager thereof within ten (10) days after receipt of notification of the decision.

8.5 General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

8.6 Reserves. As a part of the adoption of the regular budget pursuant to Sections 18.5 and 18.6 of the Declaration, the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major Common Element improvements.

ARTICLE 9
OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of the Association shall be a President and a Vice President who shall at all times be Directors, a Secretary, and a Treasurer and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the first organizational meeting of the Board and thereafter at the regular meeting of the Board which follows each annual meeting of the Members.

9.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Removal and Resignation. Any officer may be removed either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 hereof.

9.8 Duties. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, and, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Association. He shall preside at all meetings of all of the Members and at all meetings of the Board. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws. The President shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association (subject to Section 13.2 hereof). The President shall see that orders and resolutions of the Board are carried out.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board

(c) Secretary. The Secretary shall be responsible for recording the votes and keeping the minutes of all meetings and proceedings of the Board and of the Members; keeping the corporate seal of the Association and affixing it on all papers requiring the seal; serving notice of meetings of the Board and of the Members; keeping appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as may required by the Board.

(d) Treasurer. The Treasurer shall be the chief financial officer of the Association and shall be responsible for the following duties: receiving and depositing in appropriate bank accounts all monies of the Association and disbursing such funds as directed by resolution of the Board; signing all checks and promissory notes of the Association (subject to Section 13.2 hereof); keeping proper books of account; causing an annual financial review of the Association books to be made by a certified public accountant at the completion of each fiscal year; and preparing the annual budget and a statement of income and expenditures required by these Bylaws.

ARTICLE 10
BOOKS AND RECORDS

10.1 Inspection. The original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, the membership register, books of account and minutes of meetings of the Members, the Board and of committees of the Board shall be kept at the office of the Association or at such other place within the Real Property as the Board shall prescribe and shall be made available for inspection and copying by any Member of the Association, or by his duly-appointed representative and by any holder of a first Security Interest, at any reasonable time and for a purpose reasonably related to his interest as a Member or in a Security Interest, whatever the case may be. The Board shall establish reasonable rules with respect to:

(a) notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) hours and days of the week when such an inspection may be made; and

(c) payment of the cost of reproducing copies of documents requested by a Member.

10.2 Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director shall include the right, at his expense, to make extracts and copies of documents.

ARTICLE 11
CORPORATE SEAL

The Association may have a corporate seal, which shall be circular in form, and shall have inscribed thereon the name of the Association, the date of its incorporation and the word "Nevada".

ARTICLE 12
AMENDMENTS

Except as otherwise provided herein, new Bylaws may be adopted or these Bylaws may be amended or repealed by the vote of fifty-one percent (51%) or more of the total voting power of the Association or by the written consent of such Members. Notwithstanding the foregoing, no material amendment to these Bylaws shall be made without (i) the approval of at least fifty-one percent (51%) of the Eligible Mortgagees and (ii) the consent (by vote or written consent) of Members representing sixty-seven percent (67%) or more of the voting power of the Members of the Association. The term "material amendment" as used herein shall be defined to mean additions or amendments to provisions of these Bylaws which establish, provide for, govern or regulate any of the following: (a) voting; (b) assessments, assessment liens, or subordination of such liens; (c) reserves for maintenance, repair and replacement of Common Elements;

(d) insurance or fidelity bonds; (e) rights to use of the Common Elements; (f) responsibility for maintenance and repair of the several portions of the Real Property; (g) expansion or contraction of the Real Property or the addition, annexation or withdrawal of property to or from the Real Property; (h) boundaries of any Unit; (i) the interests in the Common Elements; (j) convertability of Units into Common Elements or of Common Elements into Units; (k) leasing of Units; (l) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Unit; or (m) any provisions which are for the express benefit of Eligible Mortgagees or Eligible Insurers on any Unit. Any Eligible Mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Notwithstanding the above or any other article of these Bylaws, the percentage of the voting power of the Association or of Members other than the Declarant necessary to amend a specific clause or provision of these Bylaws shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

ARTICLE 13
MISCELLANEOUS

13.1 Fiscal Year. The Fiscal Year of the Association shall be as determined by the Board from time to time, and unless otherwise specified shall be the calendar year. The first Fiscal Year shall begin on the date of incorporation.

13.2. Checks, Draft, etc. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Association, shall require two signatures, one of which shall be that of the President or Vice President and the other shall be that of the Treasurer, Secretary, or professional manager of the Association.

13.3 Contracts, Etc., How Executed. The Board, except as in these Bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; provided, however, that unless so authorized by the Board, no officer, agent or employee shall have the authority or to pledge the Association's credit or to render the Association liable for any purpose or to any amount.

13.4 Construction. Unless the context otherwise requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural includes the singular. The captions herein are for purposes of reference only.

ARTICLE 14
MEMBERSHIP RIGHTS AND PRIVILEGES

14.1 Exclusive Board Rights. Except for certain rights of Declarant described in the Declaration, no Member shall have the right without the prior approval of the Board to exercise any of the powers or to perform any of the acts by these Bylaws delegated to the Board, as in Article 8 of these Bylaws more fully provided. Unless otherwise provided in the Declaration and subject to the rules and regulations adopted by the Board, each Member, his immediate family, guests and tenants shall have the right to use and enjoy the Common Elements.

14.2 Suspension of Member Rights. The membership rights and privileges, together with the voting rights of any Member may be suspended by the Board, in accordance with the procedures described in Section 8.4 hereof:

(a) Infractions. For a period not to exceed thirty (30) days for any infraction of the provisions of the Declaration or the Rules and Regulations.

(b) Failure to Pay Assessments. For any period of time during which the assessment on that Member's Unit remains unpaid, provided that neither the membership rights and privileges nor the voting rights of the Declarant may be suspended during the period in which the Declarant is not paying assessments, but is exercising its rights under the Declaration to control the Association or to improve, maintain, operate and repair the Common Elements.

(c) Limitation. Notwithstanding the foregoing, no such suspension shall affect the rights of that Member to access to his or her Unit.

14.3 Penalties. Reasonable monetary penalties may be adopted by the Association provided the adoption of such penalties is approved by the Board.

ARTICLE 15
RESIDENT AGENT

The Association shall have a Resident Agent, who shall be chosen by the Board to hold office until his or her successor is chosen and qualifies. The resident agent may be either an individual or a corporation, located in the State of Nevada, in charge of the Association's principal office. The resident agent shall, within ten (10) days after acceptance of an appointment as such file a certificate thereof in the office of the Secretary of State of Nevada and a copy of such certificate in the office of the County Clerk in the County in which the principal office of the corporation in the State of Nevada shall be located.

Raymond A. Landry, having an office of 4835 South Rainbow Boulevard, Las Vegas, Nevada 89103, is hereby appointed the Resident Agent for the Association.

ARTICLE 16
PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association shall be located in City of Henderson, Clark County, Nevada.

ARTICLE 17
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

17.1 Definitions. For the purpose of this Article,

(a) "Agent" means any person who is or was a Director, Architectural Review Committee Member, officer, employee, or other agent of the Association, or is or was serving at the request of this Association as a Director, officer, employee, or Agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise;

(b) "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative, and

(c) "Expenses" includes, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an Agent by reason of his position or relationship as Agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

17.2 Successful Defense By Agent. To the extent that an Agent of the Association has been successful on the merits in the defense of any Proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against Expenses actually and reasonably incurred by the Agent in connection with the claim. If an Agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 17.3 through 17.6 shall determine whether the Agent is entitled to indemnification.

17.3 Actions Brought By Persons Other Than Association. Subject to the required findings to be made pursuant to Section 17.5 below, the Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action brought by, or on behalf of, the Association) by reason of the fact that such person is or was an Agent of the Association, for all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding.

17.4 Action Brought By Or On Behalf Of The Association.

(a) Claims settled out of court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Association, with or without approval, the Agent shall receive no indemnification for either amounts paid pursuant to the terms

of the settlement or other disposition or for any Expenses incurred in defending against the Proceeding.

(b) Claims and suits awarded against Agent. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit brought by or on behalf of the Association by reason of the fact that the person is or was an Agent of this Association, for all Expenses actually or reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 17.5, below, must be made in the manner provided for in that Section; and

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent should be entitled to indemnity for the Expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of Expenses to be reimbursed.

17.5 Determination of Agent's Good Faith Conduct. The indemnification granted to an Agent in Sections 17.3 and 17.4, above, is conditioned on the following:

(a) Required standard of conduct. The Agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he or she believed to be in the best interest of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in the best interest of the Association or that he or she had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the Agent did act in a manner complying with subparagraph (a) above shall be made by:

(i) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

(ii) If such a quorum of disinterested Directors so orders, by independent legal counsel in a written opinion; or

(iii) If such a quorum of disinterested Directors cannot be obtained, by independent legal counsel in a written opinion; or

(iv) The affirmative vote or written ballot of a majority of the votes of the Members represented and voting at a duly held meeting with the persons to be indemnified not being entitled to vote thereon; or

(v) The court in which the proceeding is or was pending. Such determination may be made on application brought by the Association or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney or other person is opposed by the Association.

17.6 Limitations. No indemnification or advance shall be made under this Article, except as provided in Sections 17.2 or 17.5(b)(v), in any circumstance when it appears:

(a) That the indemnification or advance would be inconsistent with a provision of the Articles, a resolution of the Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the Expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

17.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Association before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 17.

17.8 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and officers of this Association, or any subsidiary hereof, may be entitled by contract or otherwise.

17.9 Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Association would have the power to indemnify the Agent against the liability under the provisions of this Article.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the Secretary of the Copper Ridge Community Association, a Nevada nonprofit mutual benefit corporation; and

THAT the foregoing Bylaws, comprising 23 pages, constitute the original Bylaws of the Association, as duly adopted by written consent of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 20th day of June, 1997.

_____, SECRETARY

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EXHIBIT "A"

ANNEXABLE PROPERTY

LEGAL DESCRIPTION

Phase 1A

Lots Twelve (12) through Twenty-One (21) inclusive in Block Six (6), Lots Fourteen (14) through Eighteen (18) inclusive in Block Three (3)and Lots Ten (10) through Fourteen (14) inclusive in Block Four (4) as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENT F as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots Twelve (12) through Twenty-One (21) inclusive in Block Six (6), Lots Fourteen (14) through Eighteen (18) inclusive in Block Three (3)and Lots Ten (10) through Fourteen (14) inclusive in Block Four (4) as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in

Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

Phase 2

Lots Twenty-Two (22) through Thirty (30) inclusive in Block Six (6), Lots One (1) through Seven (7) inclusive in Block Five (5)and Lots One (1) through Nine (9) inclusive in Block Four (4) as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENTS G and M inclusive as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots Twenty-Two (22) through Thirty (30) inclusive in Block Six (6), Lots One (1) through Seven (7) inclusive in Block Five (5)and Lots One (1) through Nine (9) inclusive in Block Four (4) as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

Phase 3

Lots One (1) through Thirteen (13) inclusive in Block Three (3)and Lots Fifteen (15) through Twenty-Two (22) inclusive in Block Four (4)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENT H as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots One (1) through Thirteen (13) inclusive in Block Three (3)and Lots Fifteen (15) through Twenty-Two (22) inclusive in Block Four (4)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

Phase 4

Lots One (1) through Eight (8) inclusive in Block One (1), Lots One (1) through Six (6) inclusive in Block Two (2)and Lots Thirty-Three (33) through

Thirty-Nine (39) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENTS I, O and J inclusive as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots One (1) through Eight (8) inclusive in Block One (1), Lots One (1) through Six (6) inclusive in Block Two (2)and Lots Thirty-Three (33) through Thirty-Nine (39) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

Phase 5

Lots Nine (9) through Twenty-Four (24) inclusive in Block One (1), Lots Seven (7) through Fourteen (14) inclusive in Block Two (2)and Lots Twenty-Eight (28) through Thirty-Two (32) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office

of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENT C as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

A non-exclusive easement across a portion of the PRIVATE STREETS (CRISSCROSS LANE, BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), for access to Lots Nine (9) through Twenty-Four (24) inclusive in Block One (1), Lots Seven (7) through Fourteen (14) inclusive in Block Two (2)and Lots Twenty-Eight (28) through Thirty-Two (32) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

<u>Phase 6</u>

Lots Six (6) through Eleven (11) inclusive in Block Six (6), Lots Nineteen (19) through Twenty-Two (22) inclusive in Block Three (3)as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark

County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

COMMON ELEMENTS D, E, P, and Q, inclusive, as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada; and

The PRIVATE STREETS (BRILLIANT SUMMIT CIRCLE, CHESTNUT BLUFFS AVENUE, SURREY MEADOWS AVENUE, NASHVILLE AVENUE, FANCREST STREET, and VANHOOK STREET), as shown on the Final Map of Parcel 40, A Common Interest Community, recorded January 23, 1996, on file in Book 71 of Plats, page 68, in the Office of the County Recorder, Clark County, Nevada, as amended by that Certificate of Amendment recorded December 18, 1996, in Book 961218 as Instrument No. 00959, in the Official Records of the Office of the County Recorder, Clark County, Nevada, and as amended by that Amended Final Map of a Portion of Green Valley Ranch Parcel 40 as shown by map thereof recorded January 6, 1997, on file in Book 77, of Plats, page 57, in the Office of the County Recorder, Clark County, Nevada.

F:\USERS\RRR\PARDEE\COPPER\CC&R.4 6/30/97

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA

07-01-97 14:50 PAR 68
BOOK: 970701 INST: 01212

FEE: 74.00 RPTT: .00
RESTRICTIONS

CONFORMED COPY-HAS NOT BEEN COMPARED TO THE ORIGINAL

EXHIBIT B

6224 W. Desert Inn Rd., Sui
Las Vegas, Nevada 89
Tel: 702.804.8885 / 775.322.8
Fax: 702.804.8887 / 775.323.8
www.nas-inc.c

Consent and Authorization

Copper Ridge Services, Inc. ("NAS"), as the Association's agent for the purpose of collecting delinquent assessments, and/or fines, from Association homeowners. NAS is given full power and authority to act on behalf of and in the name of the Association to do all things in which NAS deems appropriate to effect the collection of the delinquency. This process may include, but is not limited to, sending demand letters, recording of a Notice Delinquent Assessment Lien and if necessary proceeding with a non-judicial foreclosure. NAS is hereby granted the authority to speak directly to the delinquent homeowner(s) on behalf of the Association. If a file is cancelled by the Association, or the Association refuses to allow NAS to continue collection efforts NAS may cancel the file with fees and costs, the responsibility of the Association.

NAS is being retained on an as-needed basis and NAS makes no representations or warranties regarding the successful result of its collection efforts. NAS has the option of declining to service the delinquency of any file presented by the Association. NAS may, in its own discretion, terminate the servicing of any Association collection file at any time.

The Association represents to NAS (and NAS is relying on such representation) that in referring any matter to NAS for collection of delinquent assessments, fines or other charges, the Association, has complied with all applicable Federal and State rules and regulations, including, but not limited to applicable provisions of the Nevada Revised Statutes, Covenants Conditions and Restrictions (CC&R's), other Association governing documents and the Federal and State Fair Debt Collection Practices Act, if applicable. The Association also permits NAS to charge collection fees and costs as provided under applicable State and Federal law, and the Association's governing documents.

If NAS, its agents, officers or employees are named party to a lawsuit or other legal proceeding involving the Association and/or a homeowner, the Association agrees to indemnify and hold harmless NAS, its agents, officers or employees from any and all claims, losses, judgment, fees, charges and costs, including attorney's fees, incurred by NAS, its agents, officers or employees with respect to such lawsuit or legal proceeding (including defending the lawsuit). In addition to the indemnification described herein, if NAS, its agents, officers or employees, are named as a party to any lawsuit, the Association, at its own expense, will retain the services of legal counsel, satisfactory to NAS, to represent NAS in such proceeding. The fees and costs for such legal representation will be paid directly by the Association to legal counsel, or as otherwise agreed upon by the Association and NAS. This obligation to indemnification shall survive the termination of this Consent and Acknowledgment without time limitation.

The person signing below is a member of the Board of Directors or lawful agent of the Association with full power to bind the Association to the terms hereof.

R B King Sr	PRES	11-8-2010
Print Name	Title	Date
Authorized Signature		

EXHIBIT C

Inst #: 201205240002436
Fees: $17.00
N/C Fee: $0.00
05/24/2012 09:31:06 AM
Receipt #: 1174169
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 178-19-712-012
N71222

Accommodation

NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on July 1, 1997, as instrument number 01212 Book 970701, of the official records of Clark County, Nevada, the Copper Ridge Community has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 2270 Nashville Ave Henderson, NV 89052 particularly legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):
Lucia Parks

Mailing address(es):
P.O. Box 7029 Capistrano Beach, CA 92624

*Total amount due as of today's date is $1,063.00.

This amount includes late fees, collection fees and interest in the amount of $803.00
* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.
Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: May 21, 2012

By Yolanda Erskine, of Nevada Association Services, Inc., as agent for Copper Ridge Community

When Recorded Mail To:
Nevada Association Services
TS # N71222
6224 W. Desert Inn Rd, Suite A
Las Vegas, NV 89146
Phone: (702) 804-8885 Toll Free: (888) 627-5544

EXHIBIT D

71222

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 5917 99

UNITED STATES POSTAGE
02 1M $ 04.52
0004293086 JUN 01 2012
MAILED FROM ZIP CODE 89146

RECEIVED
JUN 08 2012
NEVADA ASSOC. SRV

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

NIXIE 891 DE 1 00 06/06/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146551224 *0294-06882-06-39

38 DRDFN11 89146551224

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Receipt Requested

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.42
0004293086 JUN 01 2012
MAILED FROM ZIP CODE 89146

RECEIVED
JUN 08 2012
NEVADA ASSOC. SRV

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

NIXIE 891 DE 1 00 06/06/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146551224 *0294-06881-06-39

38 DRDFN11 89146551224

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 5917 99

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 5918 05

N71222

Lucia Parks
P.O. Box 7029
Capistrano Beach, CA 92624

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

Inst #: 201207190001226
Fees: $18.00
N/C Fee: $0.00
07/19/2012 09:30:32 AM
Receipt #: 1240017
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 178-19-712-012
NAS # N71222
North American Title # 37570
Property Address: 2270 Nashville Ave

(2)

Accommodation

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

IMPORTANT NOTICE

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is $1,912.50 as of July 16, 2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Copper Ridge Community (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Copper Ridge Community, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS # N71222

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION SERVICES, INC.

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Lucia Parks, dated May 21, 2012, and recorded on May 24, 2012 as instrument number 0002436 Book 20120524 in the official records of Clark County, Nevada, executed by Copper Ridge Community, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on July 1, 1997, as instrument number 01212 Book 970701, as security has occurred in that the payments have not been made of homeowner's assessments due from 2/1/2012 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark

Dated: July 16, 2012

Autumn Fesel

By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Copper Ridge Community

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

EXHIBIT E

Inst #: 201207190001226
Fees: $18.00
N/C Fee: $0.00
07/19/2012 09:30:32 AM
Receipt #: 1240017
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 178-19-712-012
NAS # N71222
North American Title # 37570
Property Address: 2270 Nashville Ave

(2)

Accommodation

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

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If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS # N71222

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Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark

Dated: July 16, 2012

Autumn Fesel

By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Copper Ridge Community

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

EXHIBIT F

APN # 178-19-712-012
NAS # N71222
North American Title # 37570
Property Address: 2270 Nashville Ave

DOCUMENT RECORDED ON 7/19/2012

DOCUMENT # 0001226 Book 20120719

Clark COUNTY

DATE MAILED 7/26/2012

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

IMPORTANT NOTICE

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NAS # N71222

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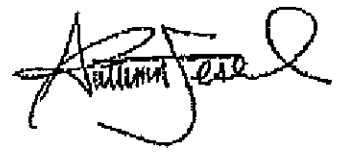
Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark

Dated: July 16, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Copper Ridge Community

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 8000 6644 00

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 17

N71222

Lucia Parks
P.O. Box 7029
Capistrano Beach, CA 92624

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 3000 6644 24

N71222

LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 31

N71222

LUCIA PARKS
P.O. BOX 7029
CAPISTANO BEACH, CA 92624-7029

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 48

N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 55

N71222

NATIONAL DEFAULT SERVICING CORP.
NDSC FILE # 10-40866-WF-NV
7720 N. 16TH ST., #300
PHOENIX, AZ 85020

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

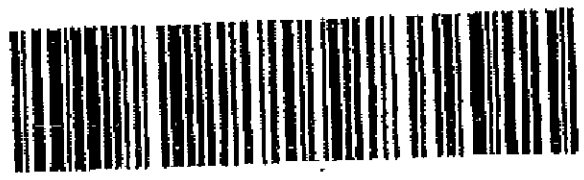
9171 9000 0718 5000 6644 62

N71222

U.S. BANK NA, TRUSTEE
60 LIVINGSTON AVE.
ST. PAUL, MN 55107

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146



9171 9000 0718 5000 6644 79

N71222
GREEN VALLEY RANCH COMMUNITY ASSOC INC.
C/O ASSESSMENT MGMT SERVICES IC.
ACCT. # AMS1085-95371
6655 W. CIMARRON RD., #201
LAS VEGAS, NV 89113

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 06

N71222

REAL ESTATE OFFICER
CITY OF BOULDER CITY
P.O. BOX 61350
BOULDER CITY, NV 89006-1350

"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."

Notice of Default:

Sent by First Class Mail & Certified Mail with a Return Receipt requested.

The following is the returned, unclaimed or signed for mail for this mailing that we received back.

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 31

02 1M $ 04.52
0004293086 JUL 26 2012
MAILED FROM ZIPCODE 89146

AUG 2 0 2012

UNCLAIMED

NEVADA ASSOC. SR

N71222

LUCIA PARKS
P.O. BOX 7029
CAPISTANO BEACH, CA 92624-7029

NIXIE 917 DE 1 00 08/18/12
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89146661224 *2077-00656-18-19

92 FRDFN18[illegible]

71222

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 17

02 1M $ 04.52
0004293086 JUL 26 2012
MAILED FROM ZIPCODE 89146

AUG 2 0 2012

UNCLAIMED

NEVADA ASSOC. SR

7-30

N71222

Lucia Parks
P.O. Box 7029
Capistrano Beach, CA 92624

NIXIE 917 DE 1 00 08/18/12
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89146661224 *2077-00655-18-19

92 FRDFN18[illegible]

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 48

UNITED STATES POSTAGE
$ 04.52
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

JUL 30 2012

NEVADA ASSOC. SRV

N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

891 NFE 1 312I 00 07/28/12
RETURN TO SENDER
WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0194-07950-28-33

2 FRDFN 89146661224

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.42
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

AUG 01 2012

NEVADA ASSOC. SRV

N71222

NIXIE 891 CE 1 84 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0194-04261-31-35

LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

38 FRDFN 89146661224

AA_0476

CERTIFIED MAIL™

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 00

02 1M $ 04.52[4]
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

RECEIVED
AUG 01 2012
NEVADA ASSOC. SR

N71222

NIXIE 891 DE 1 00 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 #0294-04282-31-39

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

SE FRDFN 89146661224

CERTIFIED MAIL™

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 24

02 1M $ 04.52[4]
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

RECEIVED
AUG 01 2012
NEVADA ASSOC. SR

N71222

NIXIE 891 DE 1 00 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 #0294-04282-31-39

LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

SE FRDFN 89146661224

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
STAMP SOWES
02 1M $ 00.42⁴
0004293056 JUL 26 2012
MAILED FROM ZIP CODE 89146

NEVADA ASSOC. SRV

N71222

NIXIE 891 9E 1 84 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0254-04260-31-39

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

38 FRDFN 89146 [illegible]

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
STAMP SOWES
02 1M $ 00.42⁴
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

RECEIVED

JUL 31 2012

NEVADA ASSOC SRV

N71222

[illegible] 1 3121 00 07/28/12
RETURN TO SENDER
WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0367-03175-28-17

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304

2 FRDFN 89146 [illegible]

EXHIBIT G

Priority Posting & Publishing
Order # P1019611
TS # N71222

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Jeanette Vignale, state:

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

I served **Lucia Parks** with a copy of the Notice of Sale, on 2/6/2013 at approximately 2:11 PM, by:

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

2270 Nashville Avenue
Henderson NV 89052

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

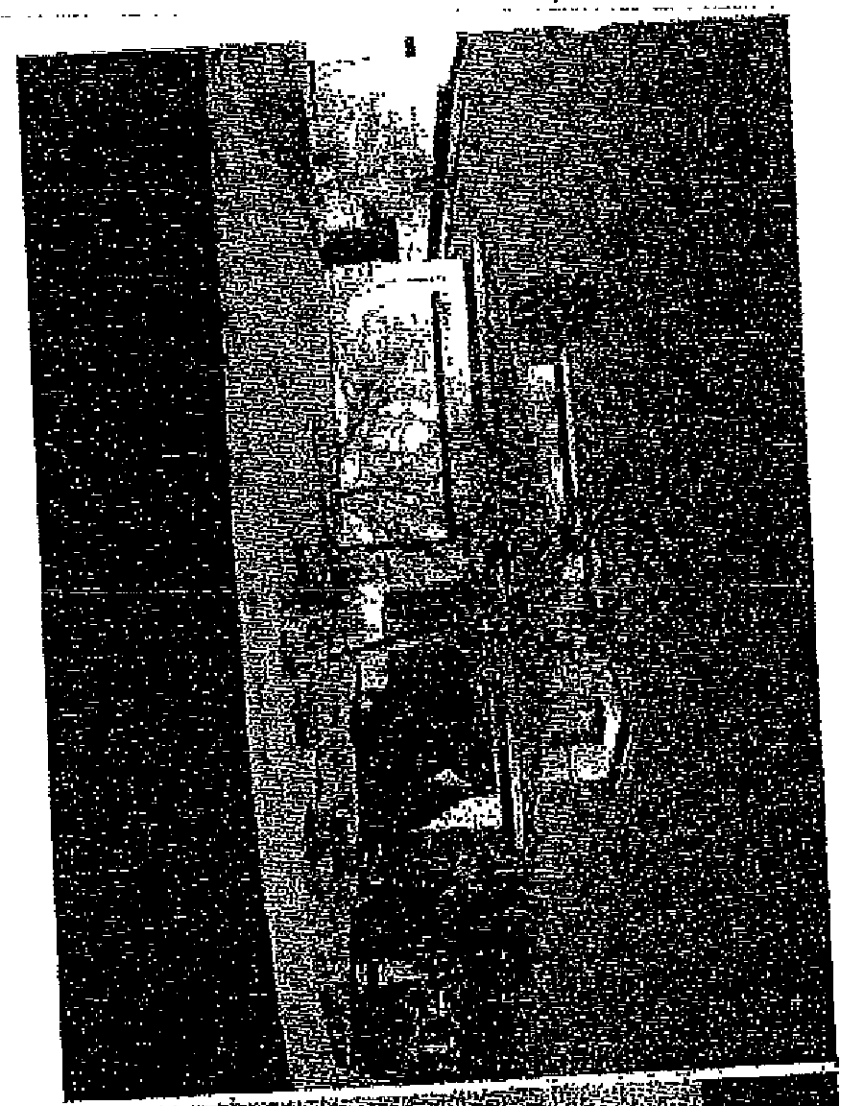
Dated 2/6/2013

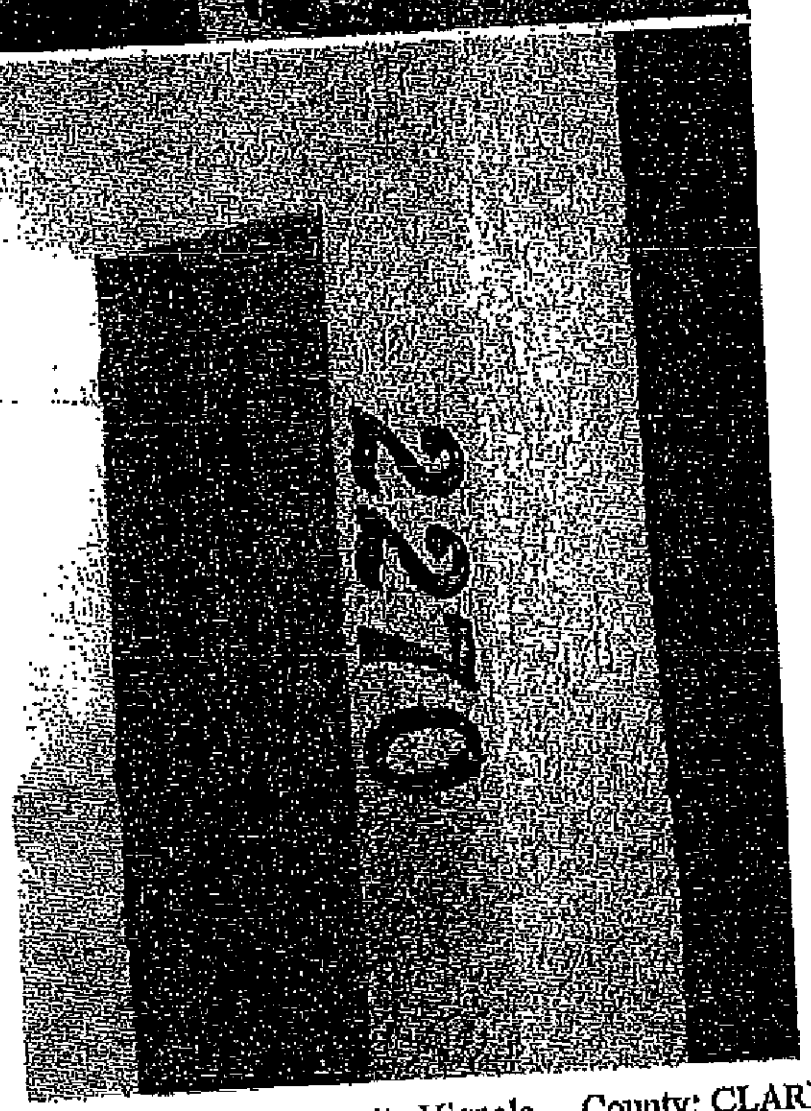
Nevada Legal Support Services LLC

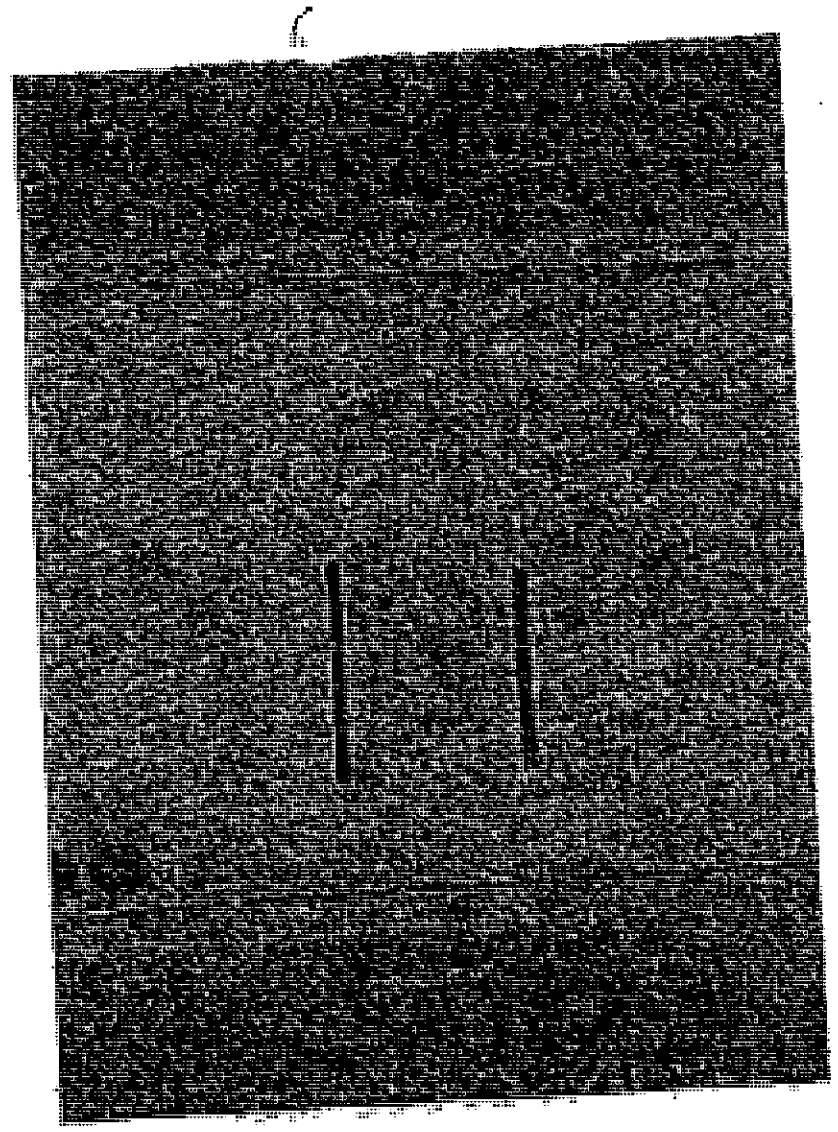
Jeanette Vignale

Jeanette Vignale, 8222112
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 431269 82
COUNTY OF SERVICE: CLARK
SERVER: Jeanette Vignale







Photos taken by: Jeanette Vignale County: CLARK 36
Photo Date: 2/6/2013 Time: 2:11 PM NLN ID# 431269 Page 1 of 1
Primary Borrower: Lucia Parks
Property Address: 2270 Nashville Avenue, Henderson NV 89052

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

Priority Posting & Publishing Order # P1019611 TS#N71222

EXHIBIT H

Inst #: 201302070000910
Fees: $18.00
N/C Fee: $0.00
02/07/2013 09:34:04 AM
Receipt #: 1486994
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: RNS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

(3)

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 178-19-712-012
11 digit Assessor's Parcel Number may be obtained at:
http://redrock.co.clark.nv.us/assrrealprop/owner.aspx

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF FORECLOSURE SALE

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:
NORTH AMERICAN TITLE COMPANY

Return to:
Name NORTH AMERICAN TITLE COMPANY
Address 8485 W. SUNSET ROAD #111
City/State/Zip LAS VEGAS, NV 89113

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of $1.00 will apply.

To print this document properly—do not use page scaling.

P:\Recorder\Forms 12_2010

NAS # N71222

APN # 178-19-712-012
Copper Ridge Community

Accommodation NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, May 21, 2012. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on July 1, 1997 as instrument number 01212 Book 970701 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on May 24, 2012 as document number 0002436 Book 20120524 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 2270 Nashville Ave, Henderson, NV 89052. Said property is legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Lucia Parks

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is $3,132.52. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 7/19/2012 as instrument number 0001226 Book 20120719 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 5, 2013

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

By: Elissa Hollander, Agent for Association and employee of Nevada Association Services, Inc.

EXHIBIT I

Theresa Sullivan vs. [illegible]

[illegible]

STATE OF NEVADA

COUNTY OF CLARK

[illegible]

Date FEB 08 2013

Signature [illegible]

NAS # N71222

APN # 178-19-712-012
Copper Ridge Community

NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, May 21, 2012. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 5, 2013

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

By: Elissa Hollander, Agent for Association and employee of Nevada Association Services, Inc.

7196 9008 9111 9084 3547

TO: U.S. BANK NA, TRUSTEE
60 LIVINGSTON AVE.
ST. PAUL, MN 55107

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3563

TO: WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3563

TO: REAL ESTATE OFFICER
CITY OF BOULDER CITY
P.O. BOX 61350
BOULDER CITY, NV 89006-1350

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3608

TO: Copper Ridge Community
c/o Diane Kelley
Colonial
8595 S. Eastern Avenue
Las Vegas, NV 89123

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

7196 9008 9111 9084 3530

TO: GREEN VALLEY RANCH COMMUNIT
C/O ASSESSMENT MGMT SERVICES
ACCT. # AMS1085-95371
6655 W. CIMARRON RD., #201
LAS VEGAS, NV 89113

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

POSTMARK OR DATE

7196 9008 9111 9084 3554

TO: NATIONAL DEFAULT SERVICING CC
NDSC FILE # 10-40866-WF-NV
7720 N. 16TH ST., #300
PHOENIX, AZ 85020

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

POSTMARK OR DATE

Case No. 74532

IN THE SUPREME COURT OF THE STATE OF NEVADA

SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company,

Appellant,

vs.

U.S. BANK, N.A., a national banking association as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4; and NV WEST SERVICING, LLC, a Nevada limited liability company, as Trustee for Nashville Trust 2270,

Respondents.

Electronically Filed
May 22 2018 08:10 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Clark County, Nevada
The Honorable JOANNA S. KISHNER, District Judge
District Court Case No. A-13-678814-C

APPELLANT'S APPENDIX VOLUME 2

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@kgelegal.com

Howard C. Kim, Esq.
Nevada Bar No. 10386
E-mail: howard@kgelegal.com

KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 110
Las Vegas, Nevada 89139
Telephone: (702) 485-3300
Facsimile: (702) 485-3301

Attorneys for Appellant
SFR Investments Pool 1, LLC

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3 & 4	19	02/07/2017	U.S. Bank's Opposition to SFR's Motion for Summary Judgment	A_0684
4	20	02/08/2017	U.S. Bank's Opposition to Copper Ridge's Renewed Motion for Summary Judgment	A_0767
4	21	02/10/2017	U.S. Bank's Opposition to HOA's Joinder to Motion in Limine to Exclude all Testimony and Documentary Evidence at Trial not Previously Disclosed	A_0818
4	22	02/10/2017	Third-Party Defendant Copper Ridge's Opposition to Third-Party Plaintiff / Counterclaimant / Defendant U.S. Bank's Motion for Summary Judgment	A_0825

4 & 5	23	02/13/2017	SFR's Opposition to U.S. Bank's Motion for Summary Judgment	A_0835
5	24	02/14/2017	Joinder of Nevada Association Services to Opposition of SFR and Copper Ridge to Motion for Summary Judgment by U.S. Bank	A_0993
5	25	02/17/2018	SFR's Reply in Support of its Motion for Summary Judgment	A_0999
5	26	05/05/2017	NV West Servicing LLC's Joinder to U.S. Bank's Opposition to SFR's Motion for Summary Judgment	A_1124
5	27	05/05/2017	NV West Servicing LLC's Joinder to U.S. Bank's Opposition to Copper Ridges Renewed Motion for Summary Judgment	A_1128
5	28	05/05/2017	NV West Servicing LLC's Joinder to U.S. Bank's Renewed Motion for Summary Judgment	A_1132
5	29	05/19/2017	Notice of Bankruptcy Order Granting Retroactive Annulment of the Automatic Stay	A_1136
5	30	05/19/2017	SFR's Opposition to NV West Servicing LLC's Joinder to U.S. Bank's Opposition to SFR's Motion for Summary Judgment	A_1144
5	31	06/02/2017	U.S. Bank's Reply in Support of Renewed Motion for Summary Judgment	A_1149
5	32	06/21/2017	Transcript of Proceeding 6-6-2017	A_1158
5 & 6	33	07/31/2017	U.S. Bank's Supplemental Brief Re: Unfairness	A_1209
6	34	07/31/2017	SFR's Supplement Response in Support of its Motion for Summary Judgment	A_1248
6	35	09/08/2017	Minutes from 09/08/2017 Hearing	A_1257
6	36	10/19/2017	U.S. Bank's Findings of Fact, Conclusions of Law and Order (1) Granting U.S. Bank's Renewed Motion for Summary Judgment (2) Denying SFR's Motion for Summary Judgment and (3) Denying Copper Ridge's Renewed Motion for Summary Judgment	A_1261
6	37	10/20/2017	Notice of Entry of Findings of Fact, Conclusions of Law and Order (1) Granting U.S. Bank's Renewed Motion for Summary Judgment (2) Denying SFR's Motion for Summary Judgment and (3) Denying Copper Ridge's Renewed Motion for Summary Judgment	A_1273
6	38	11/17/2017	SFR's Notice of Appeal	A_1289
6	39	11/17/2017	SFR's Case Appeal Statement	A_1294
6	40	11/20/2017	Errata to SFR's Case Appeal Statement	A_1301
6	41	11/22/2017	Copper Ridge's Notice of Appeal	A_1306
6	42	12/04/2017	Copper Ridge's Case Appeal Statement	A_1311

APN # 178-19-712-012
NAS # N71222
North American Title # 37570
Property Address: 2270 Nashville Ave

DOCUMENT RECORDED ON 7/19/2012
DOCUMENT # 0001226 Book 20120719
Clark COUNTY
DATE MAILED 7/26/2012

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

IMPORTANT NOTICE

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is $1,912.50 as of July 16, 2012 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Copper Ridge Community (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Copper Ridge Community, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS # N71222

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION SERVICES, INC.

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Lucia Parks, dated May 21, 2012, and recorded on May 24, 2012 as instrument number 0002436 Book 20120524 in the official records of Clark County, Nevada, executed by Copper Ridge Community, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on July 1, 1997, as instrument number 01212 Book 970701, as security has occurred in that the payments have not been made of homeowner's assessments due from 2/1/2012 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

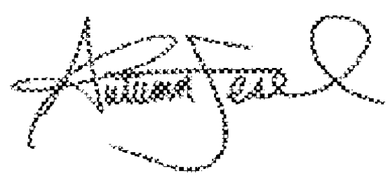
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal_Description: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 in the County of Clark

Dated: July 16, 2012



By: Autumn Fessel, of Nevada Association Services, Inc.
on behalf of Copper Ridge Community

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

Notice of Default:

Sent by First Class Mail & Certified Mail with a Return Receipt requested.

The following is the returned, unclaimed or signed for mail for this mailing that we received back.

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 31

02 1M $ 04.52⁴
0004293086 JUL 26 2012
MAILED FROM ZIPCODE 89146

AUG 20 2012

UNCLAIMED

NEVADA ASSOC. SR

N71222

LUCIA PARKS
P.O. BOX 7029
CAPISTANO BEACH, CA 92624-7029

NIXIE 917 DE 1 00 08/18/12
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89146661224 *2077-00656-18-19

92 FRDFN1891

71222

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 17

02 1M $ 04.52⁴
0004293086 JUL 26 2012
MAILED FROM ZIPCODE 89146

AUG 20 2012

UNCLAIMED

NEVADA ASSOC. SR

N71222

7-20

Lucia Parks
P.O. Box 7029
Capistrano Beach, CA 92624

NIXIE 917 DE 1 00 08/18/12
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89146661224 *2077-00655-18-19

92 FRDFN1891

AA_0248

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 48

UNITED STATES POSTAGE
$ 04.52⁴
0604293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

JUL 30 2012

NEVADA ASSOC. SR\

N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

891 NEE 1 312I 00 07/28/12
RETURN TO SENDER
: WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0194-07950-28-33

2 FRDFN 89146661224

NAS
6224 W Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
$ 00.42⁴
0604293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

AUG 01 2012

NEVADA ASSOC. SR\

N71222

LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

NIXIE 891 CE 1 84 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0194-04281-31-39

39 FRDFN 89146661224

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 00

02 1M $04.52
0004293088 JUL 26 2012
MAILED FROM ZIPCODE 89146

RECEIVED
AUG 01 2012
NEVADA ASSOC. SR

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

NIXIE 891 DE 1 00 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0294-04283-31-39

38 FRDFN 89146 0032

CERTIFIED MAIL

NAS
6224 W Desert Inn Rd
Las Vegas, NV 89146

9171 9000 0718 5000 6644 24

02 1M $04.52
0004293088 JUL 26 2012
MAILED FROM ZIPCODE 89146

AUG 01 2012
NEVADA ASSOC. SR

N71222

LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

NIXIE 891 DE 1 00 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0294-04282-31-39

38 FRDFN 89146 0032

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS
UNITED STATES POSTAGE
PITNEY BOWES
$ 00.42⁴
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

NEVADA ASSOC. SRV

N71222

Lucia Parks
2270 Nashville Ave
Henderson, NV 89052

NIXIE 891 9E 1 84 07/31/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 89146661224 *0294-04280-31-39

38 FRDFN11 5030

71222

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

PRESORTED FIRST CLASS
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.42⁴
0004293086 JUL 26 2012
MAILED FROM ZIP CODE 89146

RECEIVED
JUL 31 2012
NEVADA ASSOC SRV

N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304

503 NFC 1 3121 00 07/28/12
RETURN TO SENDER
: WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0367-03175-28-17

2 FRDFN11 5030

AA_0251

EXHIBIT 1-K

APN # 178-19-712-012
Copper Ridge Community

NAS # N71222

NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, May 21, 2012. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on July 1, 1997 as instrument number 01212 Book 970701 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on May 24, 2012 as document number 0002436 Book 20120524 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 2270 Nashville Ave, Henderson, NV 89052. Said property is legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Lucia Parks

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is $3,132.52. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 7/19/2012 as instrument number 0001226 Book 20120719 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

February 5, 2013

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

By: Elissa Hollander, Agent for Association and employee of Nevada Association Services, Inc.

Trustee's Sale Number 71222

[Attachments Here]

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Nevada Association Services, Inc., states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date date as set forth below, he/she personally served the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and with postage prepaid thereon, containing a copy of such Notice, addressed to the above named person at the address hereinabove stated.

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

Dated FEB 06 2013

Signature Susana J Puckett

7196 9008 9111 9084 3547

TO:
U.S. BANK NA, TRUSTEE
60 LIVINGSTON AVE.
ST. PAUL, MN 55107

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3561

TO:
WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3563

TO:
REAL ESTATE OFFICER
CITY OF BOULDER CITY
P.O. BOX 61350
BOULDER CITY, NV 89006-1350

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3608

TO:
Copper Ridge Community
c/o Diane Kelley
Colonial
8595 S. Eastern Avenue
Las Vegas, NV 89123

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

7196 9008 9111 9084 3530

TO:
GREEN VALLEY RANCH COMMUNIT
C/O ASSESSMENT MGMT SERVICES
ACCT. # AMS1085-95371
6655 W. CIMARRON RD., #201
LAS VEGAS, NV 89113

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

7196 9008 9111 9084 3554

TO:
NATIONAL DEFAULT SERVICING CO
NDSC FILE # 10-40866-WF-NV
7720 N. 16TH ST., #300
PHOENIX, AZ 85020

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

POSTMARK OR DATE

7196 9008 9111 9084 3592

TO:
State of Nevada
Ombudsman for Common-Interest Con
2501 East Sahara Avenue, #102
Las Vegas, Nevada 89104

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3585

TO:
LUCIA PARKS
2270 NASHVILLE AVE.
HENDERSON, NV 89052-2337

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 9084 3578

TO:
LUCIA PARKS
P.O. BOX 7029
CAPISTANO BEACH, CA 92624-7029

SENDER: TS No.: N71222

REFERENCE:

PS Form 3800, January 2005

RETURN RECEIPT SERVICE		
	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®
Receipt for Certified Mail™
No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Notice of Sale:

Sent by First Class Mail & Certified Mail with a Return Receipt requested.

7222

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

CERTIFIED MAIL

7196 9008 9111 9084 3523

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.08³
0006554859 FEB 06 2013
MAILED FROM ZIP CODE 89120

FEB 11 2013

NEVADA ASSN SERVICES

TS No.: N71222

REAL ESTATE OFFICER
CITY OF BOULDER CITY
P.O. BOX 61350
BOULDER CITY, NV 8

updated 2-11-13

891 NFE 1 1131 00 02/07/13
RETURN TO SENDER
1CITY OF BOULDER CITY
901 CALIFORNIA AVE
BOULDER CITY NV 89005-2600

RETURN TO SENDER

39 LRDFNMP 89146 89005

NAS
6224 W. Desert Inn Rd., Las Vegas, Nevada 89146
Return Service Requested

1302-07-13 890 LV,NVIX

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 00.43³
0006554859 FEB 06 2013
MAILED FROM ZIP CODE 89120

RECEIVED
FEB 11 2013
NEVADA ASSN SERVICES

TS No.: N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA

891 NFE 1 3121 00 02/08/13
RETURN TO SENDER
1WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0194-01052-08-35

2 LRDFNMP 89146 89112

71222

NAS

6224 W. Desert Inn Rd., Las Vegas, Nevada 89146

Return Service Requested

CERTIFIED MAIL

7196 9008 9111 9084 3561

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

PITNEY BOWES

02 1R $ 06.08³

0009554859 FEB 08 2013

MAILED FROM ZIPCODE 89120

FEB 11 2013

NEVADA ASSN SERVICES

TS No.: N71222

WELLS FARGO BANK, N.A.
LOAN # 0061777934
P.O. BOX 10304
DES MOINES, IA 50306-0304

891 NFE 1 3121 00 02/08/13
RETURN TO SENDER
: WELLS FARGO BANK
BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER
BC: 89146661224 *0194-01053-08-35

2 LRDFN11 50306

71222

NAS

6224 W. Desert Inn Rd., Las Vegas, Nevada 89146

Return Service Requested

CERTIFIED MAIL

7196 9008 9111 9084 3585

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

PITNEY BOWES

02 1R $ 06.08³

0009554859 FEB 08 2013

MAILED FROM ZIPCODE 89120

APR 08 2013

NEVADA ASSN SERVICES

TS No.: N71222

LUCIA PARKS
2270 NASHVILLE AVE
HENDERSON, NV

NIXIE 891 CE 1 84 04/04/13
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89146661224 *0194-05007-04-38

38 LRDFN11 89052

2. Article Number

7196 9008 9111 9084 3608

A. Received by (Please Print Clearly): Debbie C.
B. Date of Delivery: 2-7-13
C. Signature: x Debbie C.
☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™
4. Restricted Delivery? (Extra Fee) ☐ Yes
1. Article Addressed to:

Copper Ridge Community
c/o Diane Kelley
Colonial
8595 S. Eastern Avenue
Las Vegas, NV 89123

RECEIVED
FEB 0 8 2013
NEVADA ASSN SERVICES

TS No.: N71222
Parks
Copper Ridge Community

PS Form 3811, January 2005 Domestic Return Receipt

2. Article Number

7196 9008 9111 9084 3592

A. Received by (Please Print Clearly)
B. Date of Delivery: 2/7
C. Signature: x
☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™
4. Restricted Delivery? (Extra Fee) ☐ Yes
1. Article Addressed to:

State of Nevada
Ombudsman for Common-Interest Communities
2501 East Sahara Avenue, #102
Las Vegas, Nevada 89104

RECEIVED
FEB 0 8 2013
NEVADA ASSN SERVICES

TS No.: N71222
Parks
Copper Ridge Community

PS Form 3811, January 2005 Domestic Return Receipt

2. Article Number 71222

7196 9008 9111 9084 3578

COMPLETE THIS SECTION ON DELIVERY
A. Received by (Please Print Clearly): David Klark
B. Date of Delivery: FEB 26 2013
C. Signature: x
☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™
4. Restricted Delivery? (Extra Fee) ☐ Yes
1. Article Addressed to:

LUCIA PARKS
P.O. BOX 7029
CAPISTANO BEACH, CA 92624-7029

RECEIVED
FEB 28 2013
NEVADA ASSN SERVICES

TS No.: N71222
Parks
Copper Ridge Community

PS Form 3811, January 2005 Domestic Return Receipt

2. Article Number 71222

7196 9008 9111 9084 3530

COMPLETE THIS SECTION ON DELIVERY
A. Received by (Please Print Clearly): Dimeenia Dodd
B. Date of Delivery: 2/7
C. Signature: x
☐ Agent ☐ Addressee
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™
4. Restricted Delivery? (Extra Fee) ☐ Yes
1. Article Addressed to:

GREEN VALLEY RANCH COMMUNITY ASSO
C/O ASSESSMENT MGMT SERVICES
ACCT. # AMS1085-95371
6655 W. CIMARRON RD., #201
LAS VEGAS, NV 89113

RECEIVED
FEB 0 8 2013
NEVADA ASSN SERVICES

TS No.: N71222
Parks
Copper Ridge Community

PS Form 3811, January 2005 Domestic Return Receipt

2. Article Number

7196 9008 9111 9084 3547

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

FEB 11 2013

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

U.S. BANK NA, TRUSTEE
60 LIVINGSTON AVE.
ST. PAUL, MN 55107

RECEIVED

TS No.: N71222

FEB 15 2013

Parks

NEVADA ASSN SERVICES Copper Ridge Community

PS Form 3811, January 2005 Domestic Return Receipt

2. Article Number 7022

7196 9008 9111 9084 3554

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

PTNA 2/8/13

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type CERTIFIED MAIL™

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

1. Article Addressed to:

NATIONAL DEFAULT SERVICING CORP.
NDSC FILE # 10-40866-WF-NV
7720 N. 16TH ST., #300
PHOENIX, AZ 85020

RECEIVED

TS No.: N71222

FEB 13 2013

Parks

Copper Ridge Community

NEVADA ASSN SERVICES

PS Form 3811, January 2005 Domestic Return Receipt

EXHIBIT 1-L

Priority Posting & Publishing
Order # P1019611
TS # N71222

AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S SALE

State of Nevada)
County of Clark)

I, Jessica Pruett, state:

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

On 2/7/2013, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N71222, in a public place in the county where the property is situated, to wit:

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

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

Lucia Parks, 2270 Nashville Avenue, Henderson NV 89052.

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

Dated 2/7/2013

Nevada Legal Support Services LLC

Jessica Pruett

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

NVLSS ID# 431269 82
COUNTY OF SERVICE: CLARK
SERVER: Jessica Pruett
NEVADA ASSOCIATION

Priority Posting & Publishing
Order # P1019611
TS # N71222

AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S SALE

State of Nevada)
County of Clark)

I, Jeanette Vignale, state:

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

On 2/7/2013, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N71222, in a public place in the county where the property is situated, to wit:

CITY HALL, 240 WATER ST, HENDERSON
PASEO VERDE LIBRARY, 280 S GREEN VALLEY PKWY, HENDERSON
LIBRARY, 280 SO. WATER ST, HENDERSON

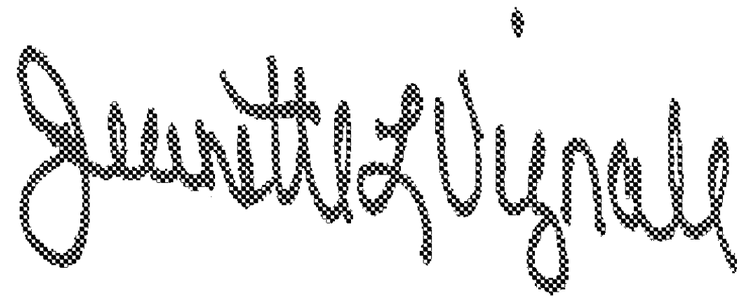
The purported owner and address of the property contained in the Notice of Trustee's Sale being:

Lucia Parks, 2270 Nashville Avenue, Henderson NV 89052.

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

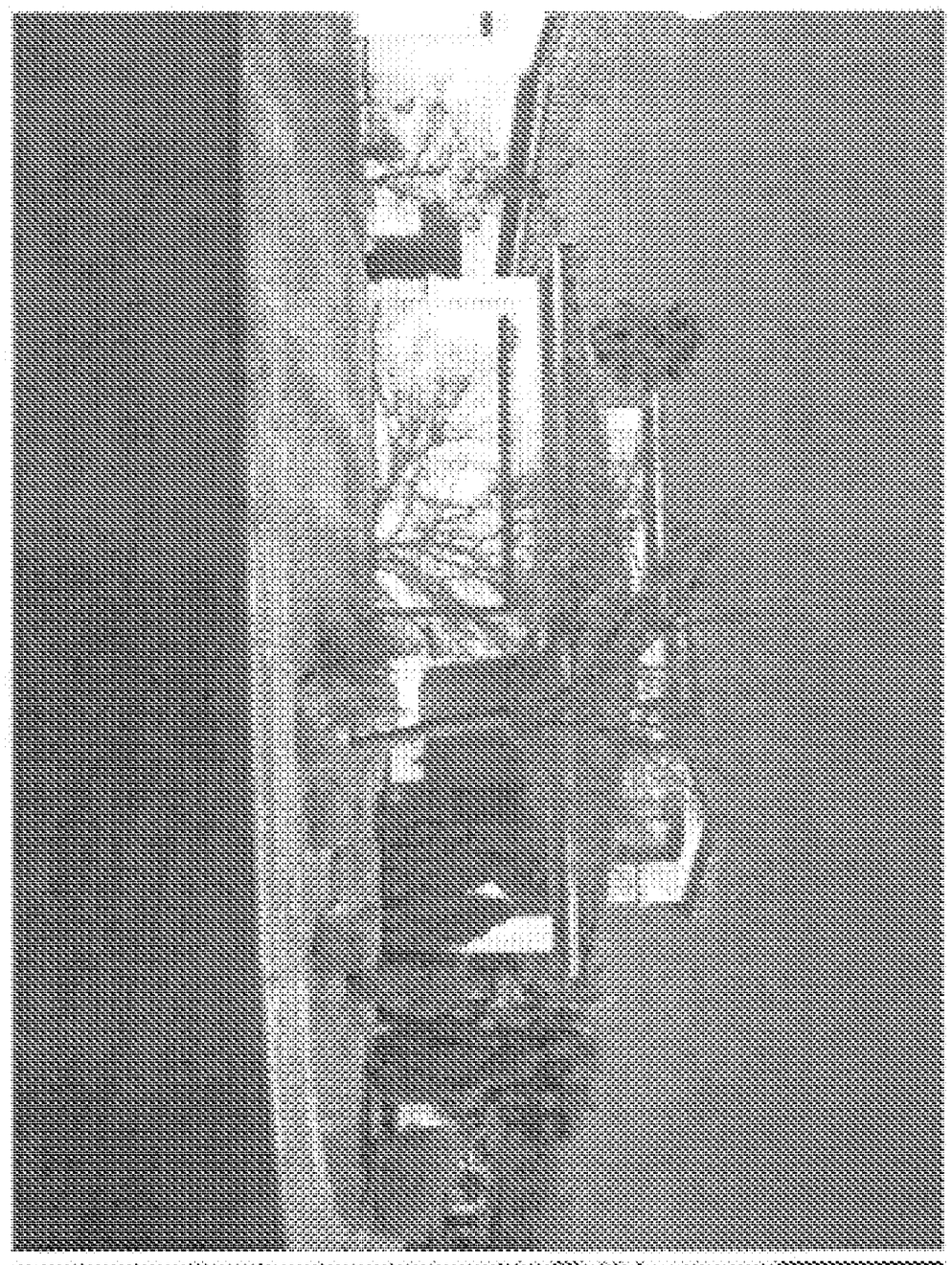
Dated 2/7/2013

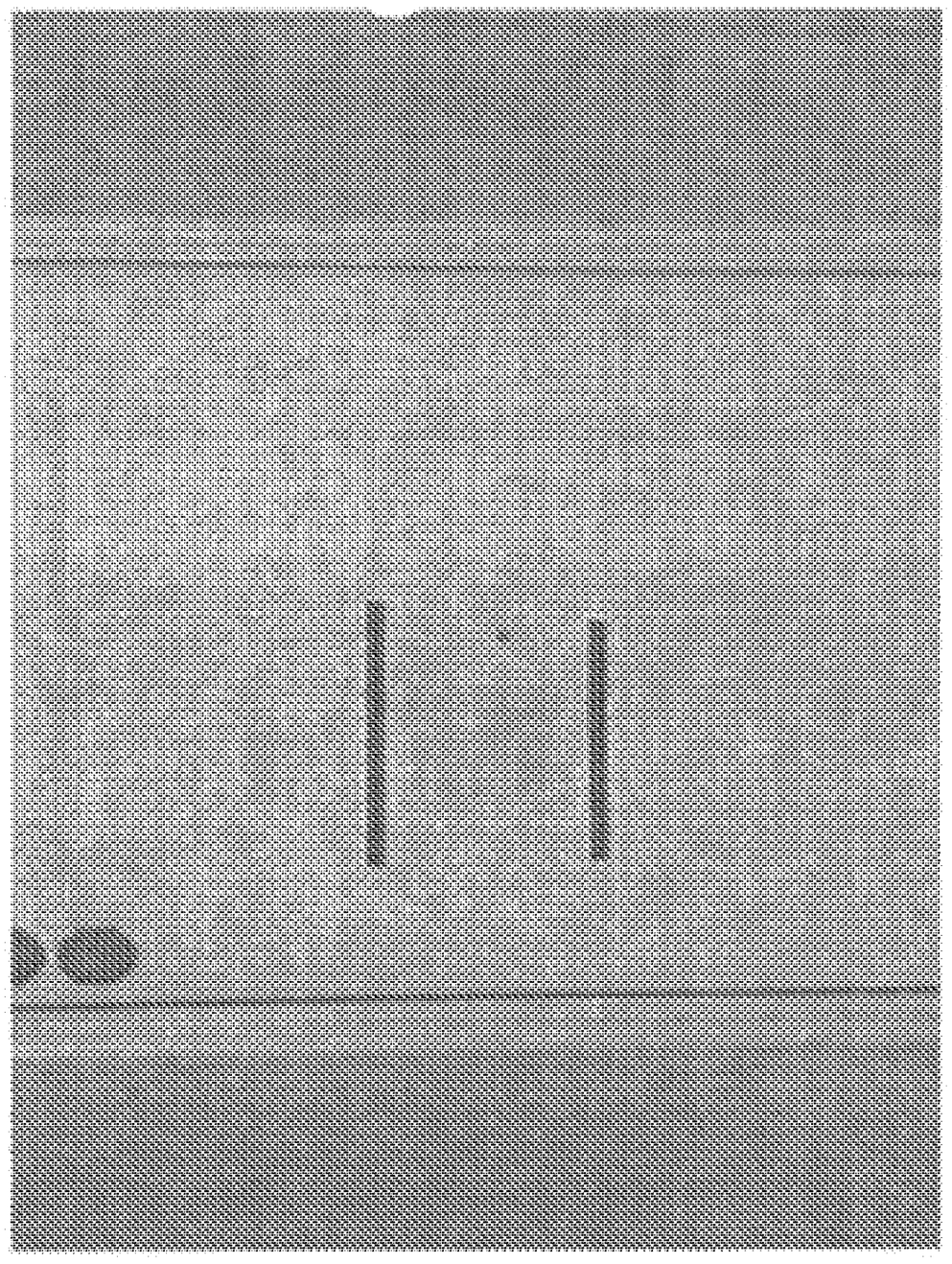
Nevada Legal Support Services LLC

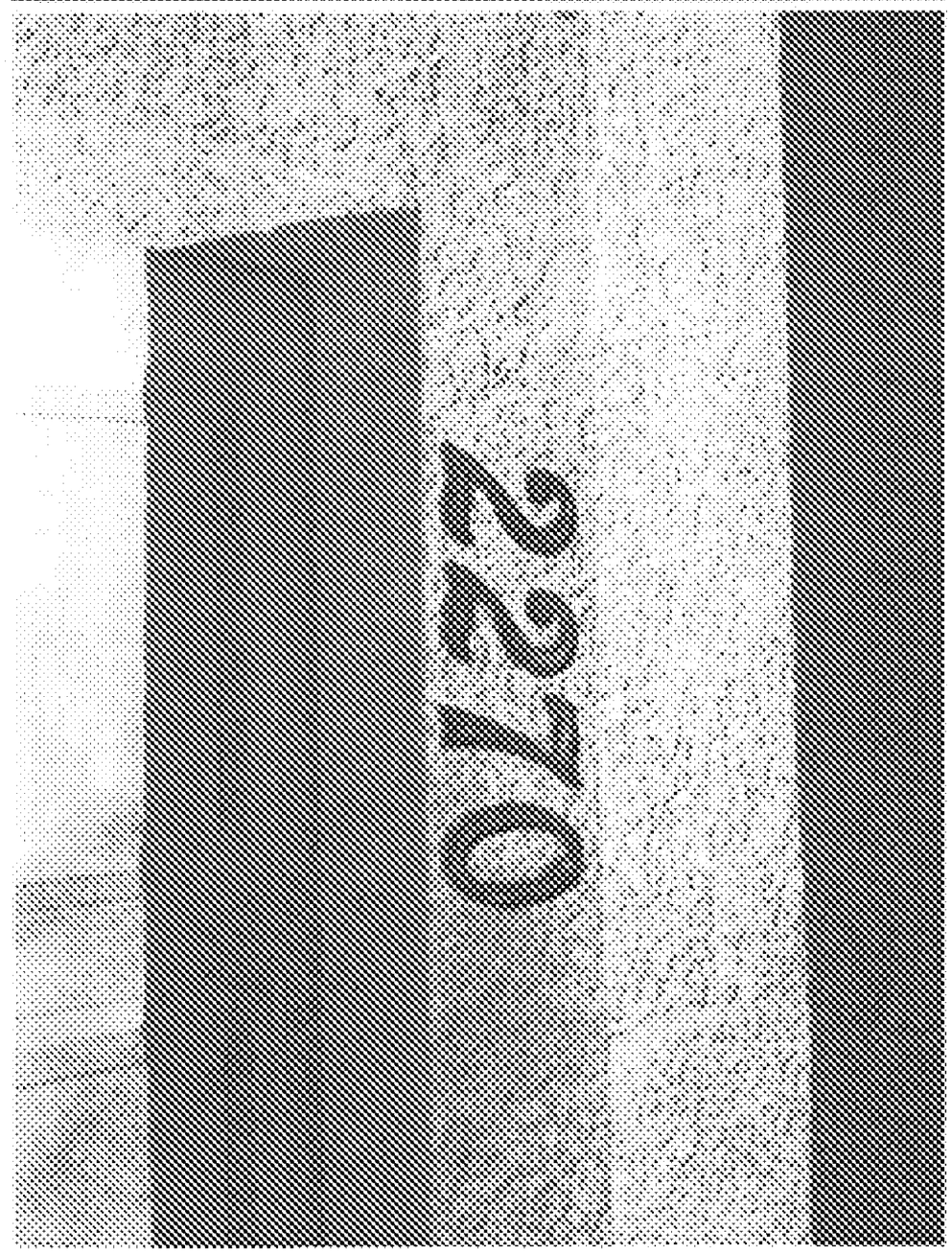


Jeanette Vignale
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 431269 82
COUNTY OF SERVICE: CLARK
SERVER: Jeanette Vignale
NEVADA ASSOCIATION







Photos taken by: Jeanette Vignale County: CLARK 36
Photo Date: 2/6/2013 Time: 2:11 PM NLN ID# 431269 Page 1 of 1
Primary Borrower: Lucia Parks
Property Address: 2270 Nashville Avenue, Henderson NV 89052

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

Priority Posting & Publishing Order # P1019611 TS#N71222

AFFP

P1019611

Affidavit of Publication

STATE OF NEVADA) SS
COUNTY OF CLARK)

I, Rosalie Qualls state:

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

Feb 08, 2013
Feb 15, 2013
Feb 22, 2013

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

DATED: Feb 22, 2013

Rosalie Qualls

APN # 178-19-712-012 NAS # N71222 Copper Ridge Community NOTICE OF FORECLOSURE SALE WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY. YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, May 21, 2012. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. NOTICE IS HEREBY GIVEN THAT on 3/1/2013 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on July 1, 1997 as instrument number 01212 Book 970701 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on May 24, 2012 as document number 0002436 Book 20120524 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 2270 Nashville Ave, Henderson, NV 89052. Said property is legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 88, LOT 5, BLOCK 5, official records of Clark County, Nevada. The owner(s) of said property as of the date of the recording of said lien is purported to be: Lucia Parks The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is $3,132.52. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 7/19/2012 as instrument number 0001226 Book 20120719 in the official records of Clark County, Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. February 5, 2013 Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544 By: Elissa Hollander, Agent for Association and employee of Nevada Association Services, Inc. When Recorded Mail To: Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 P1019611 2/8, 2/15, 02/22/2013

04107370 00343867

PRIORITY POSTING & PUBLISHING-2013
17501 IRVINE BLVD. SUITE 1
TUSTIN, CA 92780

EXHIBIT 1-M

(7)

Inst #: 201303260004103
Fees: $19.00
N/C Fee: $0.00
03/26/2013 04:55:37 PM
Receipt #: 1549508
Requestor:
XPEDIENT RUNNER SERVICE INC
Recorded By: ANI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-19-712-012

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Howard Kim and Associates

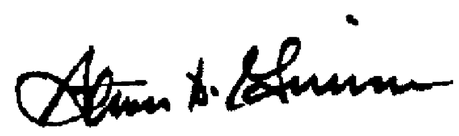
RETURN TO: Name Howard Kim and Associates
Address 400 N Stephanie St., Suite 160
City/State/Zip Henderson, NV 89014

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly—do not use page scaling.

Electronically Filed
03/22/2013 03:57:20 PM



CLERK OF THE COURT

APN #: 178-19-712-012
LISP
HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
VICTORIA L. HIGHTOWER, ESQ.
Nevada Bar No. 10897
E-mail: victoria@hkimlaw.com
HOWARD KIM & ASSOCIATES
400 N. Stephanie St, Suite 160
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL1, LLC a Nevada limited liability company, Plaintiff, vs. US BANK, N.A., a national banking association as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4, and LUCIA PARKS, an individual, DOES I through X; and ROE CORPORATIONS I through X, inclusive, Defendants.	Case No. Dept. No. **NOTICE OF LIS PENDENS**

PLEASE TAKE NOTICE that the above-entitled action stating a real property claim as described in this notice, was commenced on March 22, 2013, in the above-named Court, located at 200 Lewis Avenue, Las Vegas, Nevada, 89101, by SFR INVESTMENTS POOL1, LLC against US BANK, N.A. ("US Bank") is a national banking association and Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through

HOWARD KIM & ASSOCIATES
400 N. STEPHANIE ST, SUITE 160
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

Certificates, Series 2006-AR4; LUCIA PARKS; DOES I-X, ROE CORPORATIONS I-X, and any and all persons unknown, claiming any right, title, estate, lien or interest in the real property described in the Complaint, adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto.

The action is now pending in the above-named Court.

This action effects title to specific real property and the right to possession of specific real property situated in Clark County, Nevada, commonly known as 2270 Nashville Avenue, Henderson, NV 89052 legally described as follows:

Lot 5, Block 5, of Green Valley Ranch Phase 3, Parcel 40, As Shown by Map Thereof on File in Book 71 of Plats, Page 68 in the Office of the County Recorder of Clark County Nevada

and more particularly described as Clark County Assessor Parcel Number **178-19-712-012.**

DATED March 22nd, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
Victoria L. Hightower, Esq.
Nevada Bar No. 10897
400 N. Stephanie St., Suite 160
Henderson, Nevada 89014
Phone: (702) 485-3300
Fax: (702) 485-3301

Attorneys for Plaintiff

HOWARD KIM & ASSOCIATES
400 N. STEPHANIE ST, SUITE 160
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

EXHIBIT 1-N

Inst #: 201307310000944
Fees: $20.00 N/C Fee: $0.00
RPTT: $869.55 Ex: #
07/31/2013 08:56:41 AM
Receipt #: 1714697
Requestor:
FIDELITY NATIONAL TITLE - T
Recorded By: SAO Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY :

WHEN RECORDED MAIL TO :
NASHVILLE TRUST #2270,NV WEST
SERVICING, LLC, AS TRUSTEE
32392 S. COAST HWY #150
LAGUNA BEACH, CA 92651

FORWARD TAX STATEMENTS TO:
NASHVILLE TRUST #2270,NV WEST
SERVICING, LLC, AS TRUSTEE
32392 S. COAST HWY #150
LAGUNA BEACH, CA 92651

NDSC File No. : 10-40866-WFR-NV
Loan No. : 0061777934
Title Order No. : 100126213

APN: **178-19-712-012**

TRUSTEE'S DEED UPON SALE

Transfer Tax : $ 869.55
The Grantee herein **WAS** not the Beneficiary
The amount of the unpaid debt was **$397,831.61**
The amount paid by the Grantee was **$170,000.01.**
The property is in the city of **HENDERSON**, County of **CLARK**, State of **NV.**

National Default Servicing Corporation, an Arizona Corporation, as the duly appointed Trustee (or successor Trustee or Substituted Trustee), under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without any covenant or warranty to :

NASHVILLE TRUST #2270,NV WEST SERVICING, LLC, AS TRUSTEE

herein called Grantee, the following described real property situated in **CLARK** County :

LOT FIVE (5) IN BLOCK FIVE (5) OF FINAL MAP OF PARCEL 40, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED DECEMBER 18, 1996 AS INSTRUMENT/FILE NO. 959 IN BOOK 961218 AND AS SHOWN ON THE AMENDED FINAL MAP OF A PORTION OF GREEN VALLEY RANCHO PARCEL 40, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

This conveyance is made pursuant to the powers conferred upon Trustee by said Deed of Trust executed by **LUCIA PARKS, A MARRIED PERSON** , as Trustor, recorded on **01/05/2006** as Instrument No. **20060105-0004275** (or Book, Page) of the Official Records of **CLARK** County, **NV.**

All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, the recording, mailing, posting, and publication of the Notice of Trustee's Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on **07/18/13** Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, which amount was **$170,000.01.**

Dated: 07/25/13

National Default Servicing Corporation, an Arizona Corporation

By: Teresa Mouldenhauer
Teresa Mouldenhauer, Trustee Sales Officer
MOULDENHAUER

State of ARIZONA
County of MARICOPA

On 7-25-2013 before me, the undersigned, a Notary Public for said State, personally appeared Teresa Mouldenhauer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Judy Quick

JUDY QUICK
NOTARY PUBLIC – ARIZONA
MARICOPA COUNTY
My Commission Expires
April 20, 2017

ACCOMMODATION RECORDING INSTRUCTIONS

Date:
Accommodation File No.:

I/we, the undersigned, having a right or duty to cause the following referenced documents to be recorded, hand same to you solely for the purpose of delivering them to the office of the County Recorder of Clark County, Nevada, for recording, subject to any statutory requirements relative to recordings and such local rules, regulations and requirements as may then be in effect regarding documents tendered for recording.

I/we make no demand, have requested no service, nor have any expectation other than the delivery of said documents as set forth above.

I/we specifically acknowledge that you are NOT abstracting the documents for validity or correctness as to their preparation or execution and that NO representations or assurance are expressed or implied as to the legal effect of said documents.

I/we understand that delivery may be accomplished by a contract messenger or service, U.S. mail, private mail or parcel service or any combination of the above, and we hold you harmless in the event that the documents are lost, misplaced, misdirected, or delayed.

I/we understand that there are no charges for this service other than those levied by the County Recorder and charges which may be incurred by the Company in connection herewith, which charges I/we agree to pay.

(DESCRIBE DOCUMENTS BY TYPE OR TITLE AND PARTIES, AND ATTACH COPIES HERETO.)

1. Trustee's Deed
2. Declaration of Value
3.
4.

NOTE: As a condition of receiving these documents, it is required that the "When Recorded Mail To" block of said documents be completed with the name and address shown below and that said, address and telephone number be legibly set out so that the County Recorder may contact that party as to any matter affecting said documents.

By: Ronald Burns

Print Name: Ronald Burns

Address: 3315 East Russell Road A4

Las Vegas, NV 89120

Telephone: n/a

Received: _____

By: _____

check: _____ cash: _____

STATE OF NEVADA
DECLARATION OF VALUE FORM

1 Assessor Parcel Number(s)
a) 178-19-712-012
b) _____
c) _____
d) _____

2 Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a Total Value/Sales Price of Property $170,000.01
b Deed in Lieu of Foreclosure Only (value of property) (_____)
c Transfer Tax Value: $170,000.01
d Real Property Transfer Tax Due 869.55

4. **If Exemption Claimed**:
a. Transfer Tax Exemption per NRS 375.090, _____.
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

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

Signature Teresa Mouldenhauer Capacity Grantor
Teresa Mouldenhauer, 10-40866-WFR-NV
MOULDENHAUER

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION

National Default Servicing Corp.
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

BUYER (GRANTEE) INFORMATION

NASHVILLE TRUST #2270, NV WEST
SERVICING, LLC, AS TRUSTEE
32392 S. COAST HWY #150
LAGUNA BEACH, CA 92651

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

Recording Requested By:
Fidelity National Title
500 N. Rainbow Boulevard, Suite 100
Las Vegas, NV 89107

Escrow #: ACCOM

State: _____ **Zip:** _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 1-O

7

Inst #: 201309190001597
Fees: $19.00
N/C Fee: $0.00
09/19/2013 11:24:20 AM
Receipt #: 1777258
Requestor:
XPEDIENT RUNNER SERVICE INC
Recorded By: ANI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-19-712-012

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Howard Kim and Associates

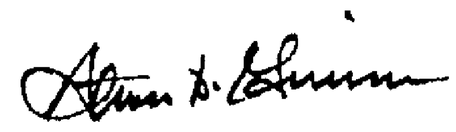
RETURN TO: Name Howard Kim and Associates
Address 400 N Stephanie St., Suite 160
City/State/Zip Henderson, NV 89014

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name
Address
City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly—do not use page scaling.

Electronically Filed
09/16/2013 04:15:49 PM



CLERK OF THE COURT

APN #: 178-19-712-012
LIS
HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com
JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com
HOWARD KIM & ASSOCIATES
400 N. Stephanie St, Suite 160
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company, Plaintiff, vs. U.S. BANK, N.A., a national banking association, as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4; NV WEST SERVICING, LLC, a Nevada limited liability company, as Trustee for NASHVILLE TRUST 2270; DOES I-X; and ROES 1-10, inclusive, Defendants.	Case No. A-13-688734-C Dept. No. XXVIIII **NOTICE OF LIS PENDENS**

PLEASE TAKE NOTICE that the above-entitled action stating a real property claim as described in this notice, was commenced on September 16, 2013, in the above-named Court, located at 200 Lewis Avenue, Las Vegas, Nevada, 89101, by SFR INVESTMENTS POOL1, LLC against US BANK, N.A., a national banking association, as Trustee for the Certificate Holders of Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4; NV WEST SERVICING, LLC, a Nevada limited liability company, as Trustee for NASHVILLE TRUST 2270; DOES I-X, ROE CORPORATIONS I-X, and any and

HOWARD KIM & ASSOCIATES
400 N. STEPHANIE ST, SUITE 160
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

all persons unknown, claiming any right, title, estate, lien or interest in the real property described in the Complaint, adverse to Plaintiff's ownership or any cloud upon Plaintiff's title thereto. The action is now pending in the above-named Court.

This action effects title to specific real property and the right to possession of specific real property situated in Clark County, Nevada, commonly known as 2270 Nashville Avenue, Henderson, NV 89052 legally described as follows:

Lot 5, Block 5, of Green Valley Ranch Phase 3, Parcel 40, As Shown by Map Thereof on File in Book 71 of Plats, Page 68 in the Office of the County Recorder of Clark County Nevada

and more particularly described as Clark County Assessor Parcel Number **178-19-712-012.**

DATED September 16, 2013.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
Jacqueline A. Gilbert, Esq.
Nevada Bar No. 10593
400 N. Stephanie St., Suite 160
Henderson, Nevada 89014
Phone: (702) 485-3300
Fax: (702) 485-3301
Attorneys for Plaintiff

HOWARD KIM & ASSOCIATES
400 N. STEPHANIE ST, SUITE 160
HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

EXHIBIT 1-P

Inst #: 20141003-0000372
Fees: $20.00
N/C Fee: $0.00
10/03/2014 09:24:31 AM
Receipt #: 2174431
Requestor:
FIDELITY NATIONAL TITLE - T
Recorded By: SOL Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL DOCUMENTS TO:
David Cunningham
22706 Sweetmeadow
Mission Viejo CA 92692

APN: 178-19-712-012

SHORT FORM DEED OF TRUST AND ASSIGNMENTS OF RENTS

This DEED OF TRUST, made **this 25th day of September, 2014,** between, **NV West Servicing, LLC** as Trustor, whose address is 32392 S. Coast Hwy #150, Laguna Beach CA 92651, AND **Fidelity National Title Agency, Inc., a Nevada Corporation, as Trustee** AND **David Cunningham,** whose address is **22706 Sweetmeadow, Mission Viejo CA 92692.**

WITNESSETH: That Trustor hereby grants to Trustee in Trust with Power of Sale, all that real property situate in Clark County, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH the rents, issues and profits thereof, subject, however, to the right, power and authority hereunder given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. The performance of each agreement of Trustor incorporated by referenced or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **$150,000**, executed by Trustor in favor of Beneficiary or order.
3. Payment of such additional terms as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

THIS IS A FIRST PURCHASE MONEY DEED OF TRUST SECURING A NOTE OF EVEN DATE HEREWITH, WHICH NOTE CONTAINS A DUE ON SALE CLAUSE.

TO PROTECT the security of this Deed of Trust, Trustor agrees: By execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document Number of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of each county, viz:

COUNTY	NUMBER	BOOK	PAGE
Clark	413987	514	
Churchill	104132	34 mrgs.	591
Douglas	24496	22	416
Elko	14831	43	343
Esmerelda	26291	3Hdeeds	138-141
Eureka	39602	3	283
Humboldt	116986	3	83
Lander	41172	3	768
Lincoln	41292	0 mtgs.	467
Washoe	407206	734	221
Lyon	88486	31 mtgs.	449
Mineral	76648	16 mtgs.	534-537
Nye	47157	67	163
Ormsby	72637	19	102
Pershing	57488	28	58
Storey	28573	R mtgs.	112
White Pine	128126	261	341-344

(which provisions, identical in all counties, are printed on the attached hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be AS REQUIRED BY BENEFICIARY and with respect to attorneys fees provided for by covenant 7 the percentage shall be THE MAXIMUM ALLOWABLE BY LAW.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale be mailed to him at his address hereinbefore set forth.

Signature of Trustor:

Ronald Burns

State of California

County of Orange

On September 25th 2014, before me, the undersigned, a Notary Public in and for said County and State, did personally appear Ronald Burns

personally known to me (or proven to be) the person(s) named in the within instrument and who acknowledged to me that he/she/they subscribed his/her/their name(s) thereto, voluntarily and of his/her/their own free will and for the purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.

Notary Public

Samantha Lee

Notary Public Name Typed or Printed

My Commission Expires: Oct 3rd 2015

SAMANTHA LEE
Commission # 1955076
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2015

NNA1 NNA1

Exhibit A

LOT FIVE (5) IN BLOCK FIVE (5) OF FINAL MAP OF PARCEL 40, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED DECEMBER 18, 1996 AS INSTRUMENT/FILE NO. 959 IN BOOK 961218 AND AS SHOWN ON THE AMENDED FINAL MAP OF A PORTION OF GREEN VALLEY RANCHO PARCEL 40, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT 1-Q

Inst #: 20150206-0002773
Fees: $20.00
N/C Fee: $0.00
02/06/2015 12:23:45 PM
Receipt #: 2307038
Requestor:
FIDELITY NATIONAL TITLE - T
Recorded By: MJM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 178-19-712-012

WHEN RECORDED MAIL DOCUMENTS TO:

Gino Fossati
25 Reese Creek
Ladera Ranch CA 92694

APN: 178-19-712-012

SHORT FORM DEED OF TRUST AND ASSIGNMENTS OF RENTS

This DEED OF TRUST, made **this 29th day of January, 2015**, between, **Nashville Trust #2270, NV West Servicing, LLC,** as **Trustee** as Trustor, whose address is **32392 South Coast Highway Suite 150 Laguna Beach, CA 92651,** AND **Fidelity National Title Agency, Inc., a Nevada Corporation, as Trustee** AND **Gino Fossati**, whose address **is 25 Reese Creek, Ladera Ranch CA 92694.**

WITNESSETH: That Trustor hereby grants to Trustee in Trust with Power of Sale, all that real property situate in Clark County, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH the rents, issues and profits thereof, subject, however, to the right, power and authority hereunder given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. The performance of each agreement of Trustor incorporated by referenced or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **$230,000.00**, executed by Trustor in favor of Beneficiary or order.
3. Payment of such additional terms as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

THIS IS A FIRST PURCHASE MONEY DEED OF TRUST SECURING A NOTE OF EVEN DATE HEREWITH, WHICH NOTE CONTAINS A DUE ON SALE CLAUSE.

TO PROTECT the security of this Deed of Trust, Trustor agrees: By execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document Number of Official Records in the Office of the County Recorder of the county where said property is located, noted below opposite the name of each county, viz:

COUNTY	NUMBER	BOOK	PAGE
Clark	413987	514	
Churchill	104132	34 mrgs.	591
Douglas	24496	22	416
Elko	14831	43	343
Esmerelda	26291	3Hdeeds	138-141
Eureka	39602	3	283
Humboldt	116986	3	83
Lander	41172	3	768
Lincoln	41292	0 mtgs.	467
Washoe	407206	734	221
Lyon	88486	31 mtgs.	449
Mineral	76648	16 mtgs.	534-537
Nye	47157	67	163
Ormsby	72637	19	102
Pershing	57488	28	58
Storey	28573	R mtgs.	112
White Pine	128126	261	341-344

(which provisions, identical in all counties, are printed on the attached hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The parties agree that with respect to provision 16, the amount of fire insurance required by covenant 2 shall be AS REQUIRED BY BENEFICIARY and with respect to attorneys fees provided for by covenant 7 the percentage shall be THE MAXIMUM ALLOWABLE BY LAW.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale be mailed to him at his address hereinbefore set forth.

Signature of Trustor:

NV West Servicing LLC

By: Ronald Burns, Manager

State of California

County of Orange

On February 2nd 2015, before me, the undersigned, a Notary Public in and for said County and State, did personally appear

Ronald Burns, Manager

personally known to me (or proven to be) the person(~~s~~) named in the within instrument and who acknowledged to me that ~~he/she/they~~ subscribed ~~his/her/their~~ name(~~s~~) thereto, voluntarily and of ~~his/her/their~~ own free will and for the purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first written above.

Notary Public

Samantha Lee

Notary Public Name Typed or Printed

My Commission Expires: Oct 3rd 2015

SAMANTHA LEE
Commission # 1955076
Notary Public - California
Orange County
My Comm. Expires Oct 3, 2015

NNA1 NNA1

EXHIBIT A

LOT FIVE (5) IN BLOCK FIVE (5) OF FINAL MAP OF PARCEL 40, A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 71 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED DECEMBER 18, 1996 AS INSTRUMENT/FILE NO. 959 IN BOOK 961218 AND AS SHOWN ON THE AMENDED FINAL MAP OF A PORTION OF GREEN VALLEY RANCHO PARCEL 40, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 77 OF PLATS, PAGE 57, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Assessor's Parcel Number: 178-19-712-012

EXHIBIT 2

DECLARATION OF CHRISTOPHER HARDIN IN SUPPORT OF SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT

I, Christopher Hardin, declare as follows:

1. I am over the age of eighteen years old and competent to testify.

2. I am a resident of Clark County, Nevada.

3. Unless otherwise stated, I have personal knowledge of the facts set forth in this declaration, and for those facts stated on information and belief, I believe them to be true.

4. I am the manager at SFR Investments Pool 1, LLC ("SFR").

5. I make this declaration in support of SFR's Motion for Summary Judgment.

6. SFR maintains records related to real property located at **2270 Nashville Ave., Henderson, Nevada 89052; Parcel No. 178-19-712-012** (the "Property"). As manager of SFR, I am familiar with the type of records maintained by SFR. I have personal knowledge of SFR's procedure for obtaining and keeping these records, which are kept and maintained in the ordinary course of SFR's business.

7. As part of my duties as the manager for SFR, I have attended and bid on real property at multiple public foreclosure auctions held on behalf of homeowners' associations by their agents.

8. Based on NRS 116.3116(2), it was my understanding and belief that the homeowner's association liens being foreclosed upon at the auctions I attended include amounts that were prior to any first security interest recorded on the properties.

9. Typically, prior to attending these auctions, I researched which properties would be available for sale through searches on Foreclosure Radar, Nevada Legal News and Clark County Legal News.

10. Based on a review of SFR's business records, on March 1, 2013, I attended a public foreclosure auction of the Property conducted by Nevada Association Services, Inc. ("NAS") on behalf of Copper Ridge Community Association (the "Association").

11. After the auction, SFR received a foreclosure deed. A true and correct copy of the Association foreclosure deed is attached hereto as **Exhibit 2-A**.

HOWARD KIM & ASSOCIATES
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

12. Based on a review of SFR's business records, at the publicly noticed auction, I placed the highest bid for $14,000.00, which I paid on behalf of SFR. A true and correct copy of the cashier's check, paid to NAS, is attached hereto as **Exhibit 2-B**.

13. SFR has no reason to doubt the recitals in the foreclosure deed.

14. If there were any issues with delinquency or noticing, none of these were communicated to SFR before the sale.

15. I never attended a sale where there was only one qualified bidder in attendance.

16. Neither SFR nor I have any relationship with or interest in the Association other than now owning property within the community.

17. Neither SFR nor I have any relationship with or interest in NAS, outside of SFR's attendance at auctions, bidding and, occasionally, purchasing properties at publically-held auctions conducted by NAS.

18. Based on my research, there were no lis pendens recorded against the Property prior to SFR purchasing the Property.

19. Based on my research, there was no release of the super-priority portion of the Association's lien recorded against the Property prior to SFR purchasing the Property.

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

DATED this 12th day of August, 2016.

/s/
Christopher Hardin

HOWARD KIM & ASSOCIATES
7625 DEAN MARTIN DRIVE, SUITE 110
LAS VEGAS, NEVADA 89139
(702) 485-3300 FAX (702) 485-3301

EXHIBIT 2-A

Inst #: 201303060001614
Fees: $18.00 N/C Fee: $0.00
RPTT: $71.40 Ex: #
03/06/2013 11:33:13 AM
Receipt #: 1522795
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: DXI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
S F R Investments Pool 1, LLC
5030 Paradise Rd., B-214
Las Vegas, NV 89119

FORECLOSURE DEED

APN # 178-19-712-012
North American Title #37570

NAS # N71222

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Copper Ridge Community), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded May 24, 2012 as instrument number 0002436 Book 20120524, in Clark County. The previous owner as reflected on said lien is Lucia Parks. Nevada Association Services, Inc. as agent for Copper Ridge Community does hereby grant and convey, but without warranty expressed or implied to: S F R Investments Pool 1, LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: GREEN VALLEY RANCH PHASE 3, PARCEL 40, PLAT BOOK 71, PAGE 68, LOT 5, BLOCK 5 Clark County

AGENT STATES THAT:
This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Copper Ridge Community governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 7/19/2012 as instrument # 0001226 Book 20120719 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Copper Ridge Community at public auction on 3/1/2013, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid $14,000.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: March 1, 2013

By Elissa Hollander, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On March 1, 2013, before me, M. Blanchard, personally appeared Elissa Hollander personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal) (Signature)

M. BLANCHARD
Notary Public, State of Nevada
Appointment No. 09-11646-1
My Appt. Expires Nov. 5, 2013

M. Blanchard

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a. 178-19-712-012
   b. _____
   c. _____
   d. _____
2. Type of Property:
   a. ☐ Vacant Land b. ☑ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDERS OPTIONAL USE ONLY
Book_____ Page:_____
Date of Recording: _____
Notes:

3.a. Total Value/Sales Price of Property $ 14,000.00
b. Deed in Lieu of Foreclosure Only (value of property(_____)
c. Transfer Tax Value: $ 14,000.00
d. Real Property Transfer Tax Due $ 71.40

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section_____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature [signature] Capacity: Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Nevada Association Services	Print Name: S F R Investments Pool 1, LLC
Address: 6224 W. Desert Inn Rd.	Address: 5030 Paradise Rd., B-214
City: Las Vegas	City: Las Vegas
State: NV Zip: 89146	State: NV Zip: 89119

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

North American Title Company
8485 W. Sunset Road #111
Las Vegas, NV 89113

Escrow # 37570 / N71222

State: Zip:

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2-B

PURPOSE/REMITTER: SFR INVESTMENTS POOL 1 LLC

usbank

CASHIER'S CHECK

No. 7107504347

93-38
929

DATE: MARCH 01, 2013

PAY FOURTEEN THOUSAND DOLLARS AND 00 CENTS

CUSTOMER COPY

$ 14,000.00

TO THE ORDER OF: N A S

Location: 7107 RAINBOW & SAHARA

NON NEGOTIABLE

U.S. Bank National Association
Minneapolis, MN 55480

AUTHORIZED SIGNATURE

199

SFR698

HARLAND CLARKE

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

TERMS OF THIS MONEY ORDER

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing it, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

LIMITED RECOURSE:

The Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the endorser. This means that persons receiving this Money Order should accept it only from those known to them and against whom they have effective recourse.

NAS
NEVADA ASSOCIATION SERVICES, INC.

702.804.8885 Tel 702.804.8887 Fax
8224 W. Desert Inn Rd., Las Vegas, NV 89148

8870 Nashville Ave, Henderson NV 89052

RECEIPT OF FUNDS AND INSTRUCTIONS

T.S. No. 71282 Date 3/1/13

Check No.	Name of Bank	Amount
1105949	US Bank	$ 4,000.00
		$
		$
		$

Total of Cash Received $ -0-

Opening Bid $ 21,240.40 Total Received $ 4,000.00

Successful Bid $ 4,000.00

Refund Amount $ -0-

Refund Payable to

Received By [illegible] Buyers Signature [illegible]

Buyers Name [illegible] Drivers License No. [redacted]

Title to Property to Be Vested As Follow: SFR Investments Pool 1, LLC

Address 5850 Paradise Rd B-214 LV NV 89119

Phone Number [redacted]

SFR700

EXHIBIT 3

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WELLS FARGO BANK, N.A., a national banking association; Plaintiffs, vs. SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company, IRONSTONE HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation; ALESSI & KOENIG, LLC, a Nevada limited liability company, Defendants.	CASE NO: 3:15-cv-00240-MMD-VPC
SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company, Counter-Claimant. vs. WELLS FARGO BANK, N.A., a national banking association; MARTHA VAZQUEZ-DEPEREZ, an individual, Counter-Defendant/ Cross-Defendant.	DEPOSITION OF ROBERT FERGUSON PURSUANT TO NRCP 30(B)(6) PERSON MOST KNOWLEDGEABLE WELLS FARGO BANK, N.A. Taken at: Law Offices of Kim Gilbert Ebron Suite 100 7625 Dean Martin Drive Las Vegas, Nevada 1:08 p.m., Wednesday, February 10, 2016

Job No. 20408
Depo International - Las Vegas
Reported by: Andrea Martin, CSR, RPR, NV CCR 887
Certified Realtime Reporter

1 APPEARANCES:

2 For Plaintiffs, Wells Fargo Bank, N.A.:

3 SNELL & WILMER, LLP
BY: ANDREW M. JACOBS, ESQ.
4 3883 Howard Hughes Parkway
Suite 1100
5 Las Vegas, Nevada 89169
TEL: (702) 784-5200
6 FAX: (702) 784-5252
E-mail: AJacobs@swlaw.com
7

8 For Defendants Ironstone Homeowners Association:

9 LIPSON, NEILSON, COLE, SELTZER & GARIN
BY: SIRIA L. GUTIERREZ, ESQ.
10 Suite 100
9900 Covington Cross Road
11 Las Vegas, Nevada 89144
TEL: (702) 382-1500
12 FAX: (702) 382-1512
E-mail: SGuiterrez@lipsonneilson.com
13

14 For Defendants SFR Investments Pool 1, LLC:

15 KIM GILBERT EBRON
BY: DIANA S. CLINE EBRON, ESQ.
16 Suite 110
7625 Dean Martin Drive
17 Henderson, Nevada 89014
TEL: (702) 485-3300
18 FAX: (702) 485-3301
E-mail: Diana@hkimlaw.com
19
Also Present: Brian O'Laughlin
20

21

22

23

24

25

1 that claims an interest in the note?
2 **A No.**
3 Q Is Wells Fargo aware of any other entity
4 that claims an interest in the deed of trust?
5 **A No.**
6 Q Does Fannie Mae have an interest in this
7 loan?
8 **A No.**
9 Q Does Freddie Mac have an interest in this
10 loan?
11 **A No.**
12 Q Has Wells Fargo assigned its interest in
13 the deed of trust to HUD?
14 **A No.**
15 **(Deposition Exhibit 11 was marked for**
16 **identification.)**
17 BY MS. EBRON:
18 Q Can you look at the document that's been
19 marked as Exhibit 11.
20 **A (Complies.)**
21 Q Do you recognize this document?
22 **A I do.**
23 Q What is it?
24 **A It is a NOD and Election to Sell.**
25 Q And it's for the homeowners association

1 lien; is that correct?
2 **A That's correct.**
3 Q Is this something that you reviewed in
4 preparation for your deposition?
5 **A It is.**
6 Q Is this something that's contained in
7 Wells Fargo's business records?
8 **A It appears in our imaging system in July**
9 **of 2012.**
10 Q What do you mean it appears in July of
11 2012?
12 **A The date the copy of this document was**
13 **uploaded into our system was -- I can't remember the**
14 **exact day, but it was July of 2012 when this**
15 **document appears in our records.**
16 Q Did you review servicing notes for
17 July 2012 in preparation for your deposition?
18 **A I did.**
19 Q Was there a corresponding note in the
20 servicing notes related to this notice of default?
21 **A There were not. There were none.**
22 Q How do you know that the imaging -- the
23 image appeared in your system in July of 2012?
24 **A The documents in the system are**
25 **categorized by type and date, and the date that this**

1 BY MS. EBRON:
2 Q So looking at what's been marked as
3 Exhibit 13 -- and we already referenced this. It's
4 something that you may or may not have seen in
5 Wells Fargo's business records; is that correct?
6 **A That's correct.**
7 **(Deposition Exhibit 14 was marked for**
8 **identification.)**
9 BY MS. EBRON:
10 Q Can you look at what has been marked as
11 Exhibit 14.
12 **A (Complies.) Okay.**
13 Q Do you recognize this document?
14 **A I do.**
15 Q What is it?
16 **A It's a Notice of Trustee's Sale.**
17 Q How do you recognize it?
18 **A I have looked at this document while**
19 **reviewing and preparing for this deposition.**
20 Q Is this a document that's included in
21 Wells Fargo's business records?
22 **A It is included in our imaging system.**
23 Q And when was this uploaded into your
24 imaging system?
25 **A It was uploaded in March of 2013.**

1 Q Is it fair to say that Wells Fargo does
2 not dispute that it received both the Notice of
3 Default and the Notice of Sale from Alessi & Koenig
4 on behalf of Ironstone before the date of the
5 association foreclosure sale?
6 **A The documents exist in our system prior to**
7 **the foreclosure sale.**
8 **(Deposition Exhibit 15 was marked for**
9 **identification.)**
10 BY MS. EBRON:
11 Q Can you look at the document that has been
12 marked as Exhibit 15.
13 **A (Complies.) Okay.**
14 Q Do you recognize this document?
15 **A I don't specifically remember reviewing**
16 **this document.**
17 **(Deposition Exhibit 16 was marked for**
18 **identification.)**
19 BY MS. EBRON:
20 Q Can you look at what has been marked as
21 Exhibit 16, please.
22 **A (Complies.) Okay.**
23 Q Do you recognize this document?
24 **A I do.**
25 Q What is it?

1 **A (Complies.) Okay.**
2 Q Do you have any reason to dispute the
3 authenticity of the Certified Mail receipt listing
4 Wells Fargo's address?
5 MR. JACOBS: Foundation; scope.
6 **A I have no way of knowing. These aren't**
7 **part of Wells Fargo's business records, so I really**
8 **don't feel like I can comment on the same.**
9 BY MS. EBRON:
10 Q Did Wells Fargo take any action after
11 receiving the notice of default that was scanned
12 into the system in July of 2012 that we've marked
13 Exhibit 11?
14 MR. JACOBS: Form.
15 **A In July of '12, I did not see where we**
16 **took specific action regarding that notice.**
17 BY MS. EBRON:
18 Q Do you know why not?
19 **A I do not know.**
20 Q After receiving the notice of sale that
21 was imaged into the system in March 2013 that we've
22 marked Exhibit 14, did Wells Fargo take any action
23 in relation to the association lien?
24 **A Wells Fargo -- we previously went over the**
25 **exhibits. Wells Fargo had sent a letter to the**

1 **borrower regarding the Wingfield HOA delinquency in**
2 **March, but I did not see any communication to the**
3 **borrower or Alessi & Koenig post the March notice of**
4 **sale.**
5 Q Are there any unrecorded assignments in
6 the file or any other assignments besides the one
7 that we looked at in Exhibit 10?
8 **A It appears that the same corporate**
9 **assignment of the deed of trust was imaged several**
10 **times, so there's multiple copies of the same.**
11 Q Did Wells Fargo ever make any payment to
12 Ironstone Homeowners Association on behalf of this
13 property?
14 **A No.**
15 Q Is there a pooling and servicing agreement
16 applicable to this loan?
17 **A No.**
18 Q Are there servicing guidelines that are
19 applicable to this loan?
20 **A The FHA servicing guidelines.**
21 Q Are there any provisions in the FHA
22 servicing guidelines that mention or are applicable
23 to association -- association liens or association
24 foreclosures as it relates to this property? This
25 is for the time period before the association

1 foreclosure sale.
2 **A There are provisions in the FHA servicing**
3 **guidelines pertaining to HOA dues, yes.**
4 Q Do you know what they say?
5 **A The guidelines indicate that the**
6 **servicer -- in this case, we'll just say**
7 **Wells Fargo -- should pay the association dues that**
8 **are delinquent from the proceeds of Wells Fargo's**
9 **foreclosure sale no less than 30 days from the date**
10 **of the sale.**
11 Q Anything else?
12 **A No.**
13 Q Is third a numerical provision, like, a
14 reference where I would be able to find that?
15 **A Not off the top of my head, I wouldn't be**
16 **able to tell you.**
17 Q Thank you.
18 Besides the ones that we've already looked
19 at today, were there any other communications
20 referencing the property between Wells Fargo and any
21 association?
22 **A Only what we've talked about today.**
23 Q Were there any other communications
24 referencing the property and the association lien
25 with Wells Fargo and a collection company besides

1 the ones you've looked at?
2 **A Only ones we've discussed today.**
3 Q Does Wells Fargo allege that it was
4 prevented from paying the association lien by
5 Ironstone?
6 **A No.**
7 Q Did Wells Fargo allege that it was
8 prevented from paying the association lien by Alessi
9 & Koenig?
10 **A No.**
11 Q Did Wells Fargo attend or participate in
12 the association foreclosure sale?
13 **A We did not attend or participate.**
14 Q Do you know why not?
15 **A I'm sorry. I didn't hear you.**
16 Q Do you know why not?
17 **A No, I do not.**
18 Q Did Wells Fargo participate in any civil
19 or administrative action challenging the association
20 lien or the association foreclosure sale before the
21 date of the association foreclosure sale?
22 **A No.**
23 Q Since Wells Fargo purchased the loan, has
24 it always been the servicer?
25 **A Yes, from February 8th of 2010.**

1 STATE OF NEVADA)
COUNTY OF CLARK)
2

3 CERTIFICATE OF REPORTER

4 I, Andrea N. Martin, a duly commissioned and
5 licensed court reporter, Clark County, State of
6 Nevada, do hereby certify:
7 That I reported the taking of the deposition of
8 Robert Ferguson, commencing on Wednesday, February
9 10, 2016, at the hour of 1:08 p.m.; that the witness
10 was, by me, duly sworn to testify to the truth and
11 that I thereafter transcribed my said shorthand
12 notes into typewriting, and that the typewritten
13 transcript of said deposition is a complete, true,
14 and accurate transcription of said shorthand notes;
15 that I am not a relative or employee of any of the
16 parties involved in said action, nor a relative or
17 employee of an attorney involved in nor a person
18 financially interested in said action; further, that
19 the reading and signing of the transcript was
20 requested.
21 IN WITNESS WHEREOF, I have hereunto set my hand
22 in my office in the County of Clark, State of
23 Nevada, this 22nd day of February, 2015.
24 Andrea N. Martin
CCR 887 - LST
25 ANDREA N. MARTIN, CRR, CCR NO. 887

EXHIBIT 4

(4)

Inst #: 201306130003176
Fees: $20.00
N/C Fee: $0.00
06/13/2013 04:09:16 PM
Receipt #: 1654544
Requestor:
MCCARTHY & HOLTHUS LLP
Recorded By: RYUD Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 178-19-712-012

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Order for Dismissal
and Cancellation of Notice
of Pendency of Action

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:
Chelsea A. Crowton, Esq.

RETURN TO: Name Chelsea A. Crowton, Esq.
Address 5532 South Fort Apache Rd., Suite 110
City/State/Zip Las Vegas,Nevada 89148

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____
Address _____
City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of $1.00 will apply.
To print this document properly—do not use page scaling.

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CLERK OF THE COURT

ORDM

DISTRICT COURT
CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC, Plaintiff, vs. U.S. BANK, N.A., LUCIA PARKS, Defendants.	CASE NO. A-13-678814-C DEPT NO. XVIII **ORDER FOR DISMISSAL AND CANCELLATION OF NOTICE OF PENDENCY OF ACTION**

Defendant U.S. Bank N.A.'s Motion to Dismiss with Prejudice Plaintiff's Complaint, and Motion to Expunge Lis Pendens, and Defendant Lucia Parks' Joinders thereto came on for a hearing before the above-entitled Court on June 4, 2013, with Judge David Barker presiding. The Court, having considered all of the pleadings on file herein, and having considered the arguments of counsel, hereby finds as follows:

1. This matter concerns property commonly known as 2270 Nashville Avenue, Henderson, Nevada, 89052, Parcel No. 178-19-712-012 (the "Property").

2. On or about January 5, 2006, Defendant Lucia Parks obtained title to the Property through a Grant Bargain Sale Deed from Albert Brandelli and Mary Brandelli which was recorded in the Clark County Recorder's Office. Parks executed a Deed of Trust and Note whereby Wells Fargo Bank, N.A. was stated as the Lender and United Title of Nevada as the Trustee under the Deed of Trust.

3. On or about February 24, 2010, a Notice of Default and Election to Sell under Deed of Trust was recorded in the Clark County Recorder's Office.

4. On or about May 24, 2012, a Notice of Delinquent Assessment Lien was recorded in the Clark County Recorder's Office.

DAVID BARKER
DISTRICT JUDGE
DEPARTMENT 18

5. On or about June 7, 2012, Wells Fargo Bank, N.A. recorded an Assignment of Deed of Trust against the Property to U.S. Bank National Association ("U.S. Bank, N.A."), as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through, Certificates Series 2006-AR4 in the Clark County Recorder's Office.

6. On or about February 7, 2013, Nevada Association Services, Inc., agent for Copper Ridge Community Homeowners Association ("HOA") recorded a Notice of Trustee's Sale in the Clark County Recorder's Office.

7. On or about March 6, 2013, Plaintiff acquired the Property in a foreclosure sale and the Foreclosure Deed was recorded in the Clark County Recorder's Office.

8. NRS 116.3116 governs homeowners' association liens. It states in part that an assessment lien by a homeowners' association "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..." NRS 116.3116(2)(b).

9. Here the first security interest Deed of Trust was first in time and prior to the assessment lien of the homeowner's association.

10. While NRS 116.3116 provides that the assessment lien is prior to the first security interest Deed "to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien," this provision refers to a judicial foreclosure "action" and is not applicable when the HOA foreclosed its lien under NRS 116.31162-NRS 116.31168, the nonjudicial foreclosure statutes.

11. The HOA may have a priority for payment of its lien, but the first security interest Deed was not extinguished by the foreclosure sale conducted by the HOA.

DAVID BARKER
DISTRICT JUDGE
DEPARTMENT 18

12. Plaintiff cannot quiet title or obtain declaratory relief seeking to extinguish the first security interest Deed.

13. Plaintiff has not presented a viable basis upon which the Court could grant a preliminary or permanent injunction.

14. Plaintiff has not presented a viable claim for Unjust Enrichment.

IT IS THEREFORE ORDERED that Defendant U.S. Bank, N.A.'s Motion to Dismiss With Prejudice Plaintiff's Complaint is GRANTED. And, it is further

ORDERED, that Defendant Lucia Parks' Joinder in Defendant U.S. Bank, N.A.'s Motion to Dismiss With Prejudice Plaintiff's Complaint is GRANTED. And it is further

ORDERED, that Defendant U.S. Bank, N.A.'s Motion to Expunge Lis Pendens, joined by Defendant Lucia Parks, is GRANTED. And, it is further

ORDERED, that the notice of pendency of action is hereby cancelled, and this cancellation has the same effect as an expungement of the original notice. And it is further

ORDERED, that Plaintiff shall record with the Clark County Recorder a copy of this order of cancellation of the notice of pendency of action. And, it is further

ORDERED, that this case is dismissed in its entirety.

DATED this 11th day of June, 2013

DISTRICT JUDGE

I hereby certify that on the date filed, I mailed or placed a copy of this Order in the Attorney's folder in the Clerk's Office to:

Chelsea Crowton, Esq.	(Wright, Finlay & Zak)
Diana Cline, Esq.	(Howard Kim & Associates)
D. Chris Albright, Esq.	(Albright, Stoddard, Warnick & Albright)

DIANE SANZO , Judicial Assistant

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

CLERK OF THE COURT
JUN 12 2013

DAVID BARKER
DISTRICT JUDGE
DEPARTMENT 18

TAB 13

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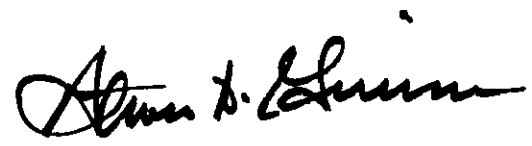

CLERK OF THE COURT

ALVERSON, TAYLOR, MORTENSEN & SANDERS
KURT R. BONDS, ESQ.
Nevada Bar #6228
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Nevada Bar #13779
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efile@alversontaylor.com
Attorneys for Third-Party Defendant
Copper Ridge Community Association

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company, Plaintiffs, vs. U.S. BANK, N.A., a national banking association as Trustee for the Certificate Holders of U.S. Bank Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4, a Nevada non-profit corporation and LUCIA PARKS, an individual; DOES I through X; and ROE CORPORATIONS I through X, inclusive, Defendants.	Consolidated Case Nos. A-13-678814-C A-13-688734-C Dept. No.: XXXI **THIRD-PARTY DEFENDANT COPPER RIDGE COMMUNITY ASSOCIATION'S RENEWED MOTION FOR SUMMARY JUDGMENT AGAINST THIRD-PARTY PLAINTIFF / COUNTER-CLAIMANT / DEFENDANT U.S. BANK, N.A.**
SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company, Plaintiff, U.S. BANK, N.A., a national banking association as Trustee for the Certificate Holders of U.S. Bank Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4; NV West Servicing, LLC, a Nevada limited liability company, as Trustee for NASHVILLE TRUST 2270; DOES I-X; and ROE CORPORATIONS I-X, inclusive,	

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LAS VEGAS, NEVADA 89117-1401
(702) 384-7000

Defendants.

U.S. BANK, N.A., a national association, as Trustee for the Certificate Holders of U.S. Bank Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4,

Counterclaimant,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company,

Counter Defendant.

U.S. BANK, N.A., a national association, as Trustee for the Certificate Holders of U.S. Bank Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4,

Third-Party Plaintiff,

vs.

NEVADA ASSOCIATION SERVICES, INC., a Nevada corporation; COPPER RIDGE COMMUNITY ASSOCIATION, a Nevada non-profit corporation;

Third-Party Defendants.

THIRD-PARTY DEFENDANT COPPER RIDGE COMMUNITY ASSOCIATION'S RENEWED MOTION FOR SUMMARY JUDGMENT AGAINST THIRD-PARTY PLAINTIFF / COUNTER-CLAIMANT / DEFENDANT U.S. BANK, N.A.

COMES NOW Third-Party Defendant COPPER RIDGE COMMUNITY ASSOCIATION (the "Association"), by and through its undersigned counsel of record, and hereby submits this Renewed Motion for Summary Judgment as to all claims brought against it by Third-Party Plaintiff/ Counter-Claimant / Defendant U.S. BANK, N.A., ("Plaintiff Bank").

This Motion is made and based upon the Points and Authorities attached hereto, the

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papers and pleadings on file herein, and any oral arguments that may be entertained if a hearing is scheduled for this matter.

DATED this 24 day of January, 2017.

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MORTENSEN & SANDERS

By _____
KURT R. BONDS, ESQ.
Nevada Bar #6228
TREVOR R. WAITE, ESQ
Nevada Bar #13779
7401 W. Charleston Boulevard
Las Vegas, NV 89117
(702) 384-7000
Attorneys for Third-Party Defendant
Copper Ridge Community Association

NOTICE OF MOTION

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the undersigned will bring the above and foregoing Renewed Motion on for hearing before this Court on the 28th day of February, 2017 at the hour of 9:30AM o'clock a.m. of said day, or as soon thereafter as counsel can be heard in Department XXXI.

DATED this 24 day of January, 2017.

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MORTENSEN & SANDERS

By _____
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF RELEVANT FACTS AND PROCEDURAL HISTORY

This action pertains to real property located at 2270 Nashville Avenue, Henderson, Nevada 89052, Parcel No. 178-19-712-012 ("the Property"), formerly owned by Defendant Lucia Parks (the "borrower"). The Property is located within the Copper Ridge Community, where all owners are required to pay assessments to fund the management, maintenance, operation and control of the common areas. See Copy of the Declaration of Covenants, Conditions, and Restrictions for Copper Ridge, attached hereto as **Exhibit "A"**. Specifically, assessments are utilized for maintenance and upkeep of the parks and other landscaped common areas, management of wildlife and pests, blanket property insurance, restoring damaged improvements, etc. Id.

According to Plaintiff Bank's Third-Party Complaint (the "Complaint"), the borrower first purchased the property on or about December 30, 2005 by means of a loan in the amount of $331,500.00. Complaint at ¶10. The loan issued by Wells Fargo Bank, N.A. ("Wells Fargo") and was secured by a Deed of Trust (the "First Deed of Trust") and was recorded in the Clark County Recorder's Office ("Recorder's Office") as Instrument Number 20060105-0004275. Id. United Title of Nevada was named as the trustee under the Deed of Trust. Id.

On or about July 12, 2010, Wells Fargo executed a Corporation Assignment of Deed of Trust, transferring its beneficial interest under the Deed of Trust to Plaintiff Bank (the "U.S. Bank Assignment"). Id. at ¶13. The Corporation Assignment of Deed of Trust was recorded in the Recorder's Office as Instrument Number 20100712-0002705. Id. Also on or about July 12, 2010, a Substitution of Trustee was executed removing United Title of Nevada as trustee under

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the Deed of Trust and naming National Default Servicing Corporation ("NDSC") as substitute trustee. Id.

On or about November 8, 2010, the Association executed a Consent and Authorization agreement with Third-Party Defendant Nevada Association Services, Inc. ("NAS"). See Copy of Consent and Authorization agreement, attached hereto as **Exhibit "B"**.

Prior to May 24, 2012, assessments against the Property came due but remained unpaid and on or about May 24, 2012, NAS recorded a Notice of Delinquent Assessment Lien in the Recorder's Office as Instrument Number 2012052-0002436 (the "HOA Lien"). See Copy of Recorded Notice of Delinquent Assessment Lien, attached hereto as **Exhibit "C"**. The Notice of Delinquent Assessment Lien was mailed to Defendant Lucia Parks via first class mail and certified mail with a return receipt requested. See Copy of Notice of Delinquent Assessment Lien mailings, attached hereto as **Exhibit "D"**.

On or about July 19, 2012, the outstanding assessments still not being satisfied, NAS caused a Notice of Default and Election to Sell Under Home Owners Association Lien to be recorded in the Recorder's Office as Instrument Number 20120719-0001226. See Copy of Recorded Notice of Default and Election to Sell Under Home Owners Association Lien, attached hereto as **Exhibit "E"**. The Recorded Notice of Default and Election to Sell Under Home Owners Association Lien was mailed to numerous parties, including and especially, Defendant Parks (at several addresses), Wells Fargo, and Plaintiff Bank. See Mailing Slips and copies of Mailings regarding the Recorded Notice of Default and Election to Sell Under Home Owners Association Lien, attached hereto as **Exhibit "F"**.

On or about February 6, 2013, the assessments were still not satisfied and NAS caused a copy of a Notice of Foreclosure Sale to be personally served upon Defendant Parks. See Copy of Affidavit of Service, attached hereto as **Exhibit "G"**.

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On or about February 7, 2013, NAS caused the Notice of Foreclosure Sale to be recorded in the Recorder's Office as Instrument Number 20130207-0000910. See Copy of recorded Notice of Foreclosure Sale, attached hereto as **Exhibit "H"**. The Recorded Notice of Foreclosure Sale was mailed to numerous parties; including and especially, Defendant Parks (at several addresses), Wells Fargo, and Plaintiff Bank. See Copies of Mailing Receipts, Signed Mailing Recipes, and Mailings regarding the Recorded Notice of Foreclosure Sale, attached hereto as **Exhibit "I"**. Also on or about February 7, 2013, NAS caused a copy of the recorded foreclosure notice to be posted in the following public places, consistent with NRS 107.080:

- Nevada Legal News, 930 S. Fourth St., Las Vegas, Nevada;
- Clark County Courthouse, 200 Lewis St., Las Vegas, Nevada;
- Clark County Building, 309 S. Third St., Las Vegas, Nevada;
- City Hall, 240 Water St., Henderson, Nevada;
- Paseo Verde (public) Library, 280 S. Green Valley Pkwy., Henderson, Nevada; and
- Henderson District Public Library, 280 S. Water St., Henderson, Nevada.

See Affidavits of Posting and Publication, attached hereto as **Exhibit "J"**.

On or about March 1, 2013, at approximately 10:00 A.M., a representative of NAS conducted the foreclosure sale of the Property at the published location of 6224 West Desert Inn Road, Las Vegas, Nevada (the "NAS Foreclosure Sale"). See Certificate of Sale attached hereto as **Exhibit "K"**. Plaintiff/Counter Defendant SFR INVESTMENTS POOL 1, LLC ("SFR") was the high bidder at the foreclosure sale with a winning bid of approximately $14,000.00. Id. See also Exhibit J. On or about March 6, 2013, NAS caused a Foreclosure Deed to be recorded with the Recorder's Office as Instrument Number 20130306-0001614 (the "Foreclosure Deed"). See Copy of recorded Foreclosure Deed, attached hereto as **Exhibit "L"**.

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Despite having received notice of the Associations actions already described above, Plaintiff Bank recorded a notice of Trustee's Sale under a Deed of Trust with the Register's Office as Instrument Number 20130311-0003086 (the "Bank Notice of Sale") on or about March 11, 2013. Complaint at ¶36. The Bank Notice of Sale indicated a date for the sale of the Property as being April 1, 2013. Id.

On or about March 22, 2013, SFR filed a complaint for quiet title/declaratory relief, injunctive relief, and unjust enrichment against Plaintiff Bank. Approximately four (4) days later, on or about March 26, 2013, SFR caused a Lis Pendens to be recorded with the Recorder's Office as Instrument Number 20130326-0004103. Id. at ¶38. On or about March 28, 2013, SFR obtained a temporary restraining order that prevented Plaintiff Bank's foreclosure sale from going forward on the April 1, 2013 date. Id. at ¶39. SFR also filed a motion for Preliminary Injunction on or about March 28, 2013; (Id.) the motion was subsequently denied. Id. at ¶41. On or about April 30, 2013, Plaintiff Bank sought dismissal of SFR's complaint and to expunge the Lis Pendens. Id. at ¶40. SFR's complaint was dismissed on or about June 11, 2013. Id. at ¶42. SFR subsequently filed an appeal with the Nevada Supreme Court.[1]

On or about June 18, 2013, Plaintiff Bank held a trustee's sale of the Property wherein Nashville Trust #2270, NV West Servicing, LLC purportedly purchased the Property for approximately $171,000.00 (the "Bank Foreclosure Sale"). Id. at ¶45. On or about July 31, 2013, Plaintiff Bank caused a Trustee's Deed Upon Sale to be recorded with the Recorder's Office as Instrument Number 20130731-0000944. Id.

While SFR's appeal was pending, the Nevada Supreme Court ruled on an identical issue in SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev.___, 334 P.3d 408 (2014),

[1] SFR's appeal was filed on or about July 12, 2013.

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deciding that an association's NRS 116.3116(2) superpriority lien has true priority over a first security interest, and that the association may nonjudicially foreclose on the lien. Accordingly, the order denying SFR's preliminary injunctive relief was vacated, the order granting Plaintiff Bank's the motion to dismiss was reversed, and this matter was remanded to this Court. On or about September 1, 2015, Plaintiff Bank named the Association as a party through its Complaint.

All parties have conducted and participated in significant discovery and the discovery period is now closed. The multi-day bench trial in this case is currently set to begin October 5, 2013.

The Association denies all allegations asserted against it and hereby moves for Summary Judgment in its favor.

II.

SUMMARY OF THIS MOTION FOR SUMMARY JUDGMENT

Since the material facts in this case are undisputed (as fully set forth above), what remains at issue are legal questions for this Court to decide. Specifically, it is undisputed that the entirety of the subject notices and proceedings that were prepared, recorded and mailed/served were directly done by NAS, not the Association. As a legal matter, and contrary to the Plaintiff Bank's allegations, the Association, through NAS, did in fact comply with all of the notice requirements of NRS Chapter 116 as that chapter stood at the time of the complained of conduct.[2] Moreover, NRS 116.3116 et seq. does not violate Plaintiff Bank's due process rights under the United States or Nevada Constitutions. Further, the foreclosure sale under NRS 116 by the Association is not a "taking" as there was no state actor and the property was not foreclosed upon for public use. Finally, the Association's properly conducted non-judicial foreclosure sale

[2] The relevant sections of NRS 116, as dicussed *infra*, were not changed to their current state until the enactment of S.B. 306 during the 78th legislature (2015); more than two (2) years after the NAS Foreclosure Sale took place. To date, S.B. 306 has not been held retroactive.

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was in compliance with all then applicable provisions of NRS 116[3] and therefore did not violate the good faith requirement of NRS Chapter 116.

III.

STANDARD OF REVIEW

Under NRCP 56, summary judgment is proper if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to a judgment as a matter of law. The moving party has the initial burden of establishing the absence of a genuine issue of material fact. Adickes v. S. H. Kress & Co., 398 U.S. 144 (1970). The party will meet this burden by presenting evidence that, if uncontroverted, would require a directed verdict at trial. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 250 (1986). If the moving party meets its burden, summary judgment is proper unless the nonmoving party establishes significant probative evidence to support his legal claims. Tate v. Lau, 865 F. Supp. 681, 686 (D. Nev. 1994) (citations omitted).

In addition, if a moving party submits affidavits or other evidence, the nonmoving party cannot merely rely upon his pleadings. Id. "[L]egal memoranda and oral argument are not evidence and do not create issues of fact capable of defeating an otherwise valid motion for summary judgment." British Airways Bd. v. Boeing Co., 585 F.2d 946, 952 (9th Cir. 1978) cert. denied, 440 U.S. 981 (1979). Further, mere allegations, improbable inferences, and unsupported speculation will not defeat summary judgment. Fennell v. First Step Designs, Ltd., 83 F.3d 526, 535 (1st Cir. 1996). Finally, "[i]f the evidence is merely colorable or is not sufficiently probative, summary judgment may be granted." Id. (internal citations omitted).

As will be demonstrated below, there is no genuine issue of material fact with regard to any of Plaintiff Bank's claims against the Association. For this reason, the Association's Motion for Summary Judgment is properly brought and should be granted in its entirety.

---

[3] Id.

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IV.
LEGAL ARGUMENT

A. THE ASSOCIATION HAS COMPLIED WITH ALL NOTICE REQUIREMENTS OF NRS CHAPTER 116 AND IS THEREFOR ENTITLED TO JUDGMENT AS A MATTER OF LAW AS TO THE CLAIMS ASSERTED AGAINST IT

Chapter 116 of the Nevada Revised Statutes, otherwise known as the Uniform Common-Interest Ownership Act, lays out specific requirements for a homeowners association to foreclose on an owner's interest for failure to pay the association's fees. There are three notices discussed: Notice of Delinquent Assessment, Notice of Default and Election to Sell, and Notice of Sale. As demonstrated below, because each notice and its specific requirements were fully complied with, the Association is entitled to judgment as a matter of law with regard to the claims asserted against it through all Plaintiff's causes of action arguing the notices from the Association were "inadequate, insufficient, and in violation of U.S. Bank's rights to due process."[4]

As a preliminary matter, any discussion of NRS Chapter 116 in this Motion will, unless specified otherwise, be referring to the version of NRS Chapter 116 in effect at the time of the complained of actions in this case, and thus the version that the actions of the Association and the other parties must be evaluated against. During the 78th Legislative session in 2015 NRS Chapter 116 underwent specific changes regarding notice requirements applicable to common interest communities and non-judicial foreclosures ("S.B. 306"). Prior to the S.B. 306 additions, NRS § 116.31162 read in relevant part:

> 1. Except as otherwise provided in subsection 4,5, in a condominium, in a planned community, in a cooperative where the owner's interest in a unit is real estate under NRS 116.1105, or in a cooperative where the owner's interest in a unit is personal property under NRS 116.1105 and the declaration provides that a lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive, the association may foreclose its lien by sale after all of the following occur:

[4] Specifically, Plaintiff Bank's Second (at ¶63), Third (at ¶72(c)), Fourth (at ¶ 81), Fifth (at ¶90(c))and Sixth causes of action contained within its Complaint.

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> (a) The association has mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest, at his or her address, if known, and at the address of the unit, a notice of delinquent assessment which states the amount of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116, [[5]] a description of the unit against which the lien is imposed and the name of the record owner of the unit.
>
> (b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to paragraph (a), the association or other person conducting the sale has executed and caused to be recorded, with the county recorder of the county in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:
>
> (1) Describe the deficiency in payment.
>
> (2) State the name and address of the person authorized by the association to enforce the lien by sale.
>
> (3) Contain, in 14–point bold type, the following warning:
>
> WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

Thus, pursuant to NRS 116.31162, a homeowners' association may foreclose its assessment lien by non-judicial sale after the association has (1) sent a notice of delinquent assessment to the record owner of a unit or his/her successor in interest; and (2) a notice of default and election to sell.

1. Notice of Delinquent Assessment

The first thing an association must do pursuant to NRS § 116.31162(a) is mail:

> [B]y certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest, at his or her address, if known, and at the address of the unit, a notice of delinquent assessment which states the amount of the

[5] NRS 116.3116 subsection 1 discusses the enforceability of a construction penalty that is imposed against the unit's owner, including late penalties.

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> assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116, a description of the unit against which the lien is imposed and the name of the record owner of the unit.

The Association, through NAS, has complied with these requirements. NAS prepared and recorded a Notice of Delinquent Assessment with the Recorder's Office on May 24, 2012 on behalf of the Association and sent that notice. Exhibit C. The Notice specified that as of May 21, 2012, $1,063.00 was due. Id. The notice also specified that approximately $803.00 of the amount due was attributable to "late fees, collection fees and interest." Id. The notice also specified the property against which the lien was imposed both in terms of the commonly known address and the legal description. Id. The notice further specified Lucia Parks as the unit's owner and listed the mailing address for Ms. Parks as "P.O. Box 7029 Capistrano Beach, CA 92624." Id. Finally, the Notice of Delinquent Assessment was mailed via first-class mail and certified mail with return receipt requested to Ms. Parks on or about June 1, 2012. Exhibit D.

As can be seen by comparing the statute with Exhibits C and D, the Notice of Delinquent Assessment was proper and made in compliance with all the requirements of NRS 116.31162(a). Plaintiff Bank's allegation of insufficiency and noncompliance as to the Associations notice of delinquent assessment is not supported by the undisputed facts of this case. As a result, there is no issue of material fact to dispute regarding the matter, and the Association is entitled to summary judgment on this point as a matter of law.

2. Notice of Default and Election to Sell

Having received no response from Lucia Parks after mailing an explanatory letter and the Notice of Delinquent Assessment, NAS initiated foreclosure procedures pursuant to the applicable statutes. In addition to the above requirements for mailing the Notice of Delinquent Assessment, NRS 116.31162 further states that the following must be complied with:

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(b) Not less than 30 days after mailing the notice of delinquent assessment pursuant to paragraph (a), the association or other person conducting the sale has executed and caused to be recorded, with the county recorder of the county in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:

(1) Describe the deficiency in payment.

(2) State the name and address of the person authorized by the association to enforce the lien by sale.

(3) Contain, in 14-point bold type, the following warning:

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

The Association, through NAS, has complied with these provisions. Inasmuch as the Notice of Delinquent Assessment was properly mailed on or about June 1, 2012 (Exhibit D) NAS was authorized under NRS 116.3112(b) to record a Notice of Default and Election to Sell the unit to satisfy the lien on or about July 2, 2012. Exhibit E. However, NAS/the Association waited an *additional eighteen (18) days*, giving the owner/borrower a further opportunity to become current on the account before recording the Notice of Default and Election to Sell on July 19, 2012. Id. The Notice was properly recorded with the Recorder's Office which is the recorder for the County where the subject property is located. Id.

The Notice of Default properly described the deficiency in payment and specified that as of July 16, 2012, the amount due was $1,912.50. Id. The Notice of Default properly identified the name and address of the person authorized by the Association to enforce the lien by sale as NAS located at 6224 W. Desert Inn Rd., Suite A, Las Vegas, NV 89146. Id. Also, in compliance with NRS § 116.31162(b)(3), the Notice of Default (towards the top of the notice) properly included in all capital letters, size 14- point bold type:

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

Id.

NRS 116.31162(2) also requires the Notice of Default and Election to Sell be signed by the person designated in the declaration or by the association for that purpose or, if no one is designated, by the president of the association. Accordingly, Autumn Fesel, designated by the Association for purposes of collecting the past due assessment on the property, signed the notice on its behalf. Id. The Notice of Default and Election to Sell was sent on or about July 26, 2012, via first class and certified mail to numerous parties, including and especially, Lucia Parks, Wells Fargo, and Plaintiff Bank. Exhibit F. While several mailings were returned for various reasons (see Id), it is important to note that the notice sent to Plaintiff Bank was not returned. See Id.

As can be seen by comparing the statute with Exhibits E and F, the Notice of Default and Election to Sell was proper and made in compliance with all the requirements of NRS 116.31162(b). Plaintiff Bank's allegation of insufficiency and noncompliance as to the Associations Notice of Default is not supported by the undisputed facts of this case, and, as a result, there is no issue of material fact in dispute regarding the matter. Therefore, the Association is entitled to summary judgment on this point as a matter of law.

3. Notice of Sale

If the owner has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement for 90 days following the recording of the Notice of Default and Election to Sell, a homeowners' association may then proceed with the foreclosure process by providing the Notice of Sale. NRS 116.31162(1)(c). After still having an outstanding balance

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by the borrower/owner after recording and receiving a Notice of Default and Election to Sell, and having received no payments by the other entities who received the Notice, the Association had no choice but continue with foreclosure proceedings in accordance with NRS 116.311635:

> 1. The association or other person conducting the sale shall also, after the expiration of the 90 days and before selling the unit: (a) Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution, except that in lieu of following the procedure for service on a judgment debtor pursuant to NRS 21.130, service must be made on the unit's owner as follows:
>
> (1) A copy of the notice of sale must be mailed, on or before the date of first publication or posting, by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and to the address of the unit; and
>
> (2) A copy of the notice of sale must be served, on or before the date of first publication or posting, in the manner set forth in subsection 2; and
>
> (b) Mail, on or before the date of first publication or posting, a copy of the notice by first-class mail to:
>
> (1) Each person entitled to receive a copy of the notice of default and election to sell notice under NRS 116.31163;
>
> (2) The holder of a recorded security interest or the purchaser of the unit, if either of them has notified the association, before the mailing of the notice of sale, of the existence of the security interest, lease or contract of sale, as applicable; and
>
> (3) The Ombudsman.
>
> 2. In addition to the requirements set forth in subsection 1, a copy of the notice of sale must be served:
>
> (a) By a person who is 18 years of age or older and who is not a party to or interested in the sale by personally delivering a copy of the notice of sale to an occupant of the unit who is of suitable age; or
>
> (b) By posting a copy of the notice of sale in a conspicuous place on the unit.
>
> 3. Any copy of the notice of sale required to be served pursuant to this section must include:

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(a) The amount necessary to satisfy the lien as of the date of the proposed sale; and

(b) The following warning in 14-point bold type:

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

Although the Association was only required to wait ninety (90) days after the Notice of Default and Election to Sell was mailed, NAS did not record the Notice of Trustee's Sale until February 7, 2013, approximately *one hundred and ninety-sixe (196) days* after the Notice of Default and Election to Sell was sent via first class and certified mail to the borrower/owner. Exhibit H. Further, NAS mailed the Notice of Trustee's Sale on February 6, 2013, via first class and certified mail to numerous parties, including and especially, Lucia Parks, Wells Fargo, and Plaintiff Bank. Exhibit I. The Notice specified that the property was to be sold to the highest bidder on March 1, 2013, at 10:00 a.m. at 6224 West Desert Inn Road, Las Vegas, Nevada. Id. Plaintiff Bank actually received this mailed notice. See Signed Delivery Confirmation for U.S. Bank NA, attached hereto as part of Exhibit I.

This Notice of Sale was also served in accordance with NRS 116.311635(2), with *additional* measures taken in an attempt to alert those with an interest in the property of the planned foreclosure. See Exhibits G and J. On February 6, 2013, Jeanette Vignale, a person 18 years of age or older who is not a party to or interested in the sale, conspicuously posted a copy of the Notice of Trustees' Sale on the front door of the Property, thus accomplishing service under NRS 116.311635(2)(b). Exhibit G. Proof of service in accordance with NRS

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116.311635(4) was accomplished in the form of an affidavit of service signed by Ms. Vignale, which stated her name; the time, manner, and location of service; and a description of the location where the notice was posted.[6] Id.

In addition, the Notice was further posted at the following public places for twenty consecutive days:

- Nevada Legal News, 930 S. Fourth St., Las Vegas, Nevada;
- Clark County Courthouse, 200 Lewis St., Las Vegas, Nevada;
- Clark County Building, 309 S. Third St., Las Vegas, Nevada;
- City Hall, 240 Water St., Henderson, Nevada;
- Paseo Verde (public) Library, 280 S. Green Valley Pkwy., Henderson, Nevada; and
- Henderson District Public Library, 280 S. Water St., Henderson, Nevada.

Exhibit J.

As can be seen by comparing the above statutes with Exhibits G, H, I, and J, the Notice of Sale was proper and made in compliance with all applicable statutory requirements. Plaintiff Bank's allegation of insufficiency and noncompliance as to the Associations Notice of Sale is not supported by the undisputed facts of this case, and, as a result, there is no issue of material fact in dispute regarding the matter. Therefore, the Association is entitled to summary judgment on this point as a matter of law.

4. The Association has Complied with Statutory Non-Judicial Foreclosure Procedures

It is clear from the above outlined actions that the Association did not record or mail any notices itself, but instead all actions were taken by NAS. Further, all of the Notices and actions taken by NAS on behalf of the Association were in compliance with all of the statutory non-

---

[6] NRS 116.311635(4)(b) states: Proof of service of any copy of the notice of sale required to be served pursuant to this section must consist of:

(a) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(b) An affidavit of service signed by the person who served the notice stating:

(1) The time of service, manner of service and location of service; and

(2) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the unit.

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judicial foreclosure procedures, including the notice provisions of NRS Chapter 116. In fact, *additional* actions were taken, above and beyond the statutory requirements, in an attempt to notify the owner and those with an interest in the property of the lien and subsequent foreclosure proceedings, and to allow additional time in which to bring the account current and prevent foreclosure. Further, through the Foreclosure Deed, NAS specifically confirmed that it "has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of the Notice of Delinquent Assessment and Notice of Default and the posting and publication of Notice of Sail." Exhibit L.

As can be seen by comparing all the above set out statutes with the applicable exhibits, upon the undisputed facts of this case, the Association, through NAS gave statutorily adequate notice to Plaintiff Bank, and provided Plaintiff Bank with an adequate opportunity to cure the deficiency. Plaintiff Bank did not take that opportunity. As a result of the foregoing, there are no issues of material fact remaining in dispute regarding the sufficiency and adequacy of the Associations notices and recordings in this case. Therefore, the Association is entitled to summary judgment on this issue as a matter of law.

B. NRS 116.3116 DOES NOT VIOLATE THE UNITED STATES OR NEVADA CONSTITUTION THEREFORE THE ASSOCIATION IS ENTITLED TO JUDGMENT AS A MATTER OF LAW

Plaintiff Bank cannot meet the high standard of showing that NRS 116's non-judicial foreclosure noticing provisions are unconstitutional. Whether a statute is constitutional is a question of law. Flamingo Paradise Gaming, LLC v. Chanos, 217 P.3d 546, 551 (Nev. 2009). "Statutes are presumed to be valid, and the challenger bears the burden of showing that a statute is unconstitutional." Id. (quoting Silvar v. Dist. Ct., 122 Nev. 289, 292, 129 P.3d 682, 684 (2006)). In reasonably interpreting the statute, a court should construe the words "in light of public policy and the spirit of the law[,]" giving it its plain meaning and giving meaning to all

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words or phrases. Id. (quoting Desert Valley Water Co. v. State, Engineer, 104 Nev. 718, 720, 766 P.2d 886, 886-87 (1988)).

Additionally, a Plaintiff must show there is "no set of circumstances under which the statute would be valid." Déjà vu Showgirls v. State, Dept. of Tax., 334 P.3d 392, 398 (Nev. 2014); see Flamingo Paradise Gaming, 217 P.3d at 552 (citing Washington State Grange v. Washington State Republican Party, 552 U.S. 442, 449, 128 S.Ct. 1184, 1190 (2008) (noting re-affirmance of the requirement that a statute be void in all its applications to be successful, when civil statutes are at issue). Courts disfavor facial challenges because they rest on speculation, and "run contrary to the fundamental principle of judicial restraint that courts should neither "anticipate a question of constitutional law in advance of the necessity of deciding it" nor "formulate a rule of constitutional law broader than is required by the precise facts to which it is to be applied." Washington State Grange, 552 U.S. at 450-51. "The most fundamental principle of constitutional adjudication" is the constitutional avoidance doctrine. U.S. v. Lovett, 328 U.S. 303, 320 (1946) (Frankfurter, J., concurring); Ashwander v. Tenn. Valley Auth., 297 U.S. 288, 341, 346-48 (1936) (Brandeis, J., concurring).

Courts "will not decide the constitutionality of a statute based upon a supposed or hypothetical case which might arise thereunder." Carlisle v. State, 642 P.2d 596, 598 (Nev. 1982). Thus, courts must "avoid considering the constitutionality of a statute unless it is absolutely necessary to do so." Sheriff v. Andrews, 286 P.3d 262, 263 (Nev. 2012).

1. NRS 116.3116 Does Not Violate the Due Process Clause of the United States or Nevada Constitution And Plaintiff Bank Lacks Standing to Challenge the Statutes Noticing Scheme

The Due Process Clause of the Fifth Amendment to the United States Constitution states that "No person shall… be deprived of life, liberty, or property, without due process of law." Similarly, Article 1, Section 8, Clause 5 of the Nevada Constitution mirrors the language set

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forth in the United States Constitution. The Nevada Supreme Court, in the seminal case SFR Invs. Pool 1, LLC v. U.S. Bank, N.A. considered the argument that NRS Chapter 116 violates due process as a "nonstarter." 334 P.3d 408, 418 (Nev. 2014). As such, the Supreme Court quoted the Nevada District Court decision in 7912 Limbwood Court Trust v. Wells Fargo Bank, N.A., 979 F. Supp. 2d 1142, 1152 (D. Nev. 2013), which explained that Chapter 116 of the Nevada Revised Statute has been enacted for over twenty years, and has therefore provided the bank adequate notice that a homeowners association is entitled to a super priority lien, the foreclosure of which would extinguish all junior liens, including the bank's first deed of trust. SFR Invs. Pool 1, LLC, 334 P.3d at 418.

Furthermore, the Supreme Court stated that "due process is not offended by requiring a person with actual, timely knowledge of an event that may affect a right to exercise due diligence and take necessary steps to preserve that right." Id. (quoting In re Medaglia, 52 F.3d 451, 455 (2d Cir. 1995)). In fact, "receipt of actual notice deprives [a party] of standing to rise the claim" that the statutory notice scheme violated due process. Wiren v. Eide, 542 F.2d 757, 762 (9th Cir. 1976) ("receipt of actual notice deprives [appellant] of standing to raise the claim" that the statutory notice scheme violated due process); see Green Tree Servicing, LLC v. Random Antics, LLC, 869 N.E.2d 464, 470-71 (Ind. Ct. App. 2007) (where one receives actual notice, one cannot claim that the noticing provisions of the statute are unconstitutional). As such, lack of specifics in a notice as to the amount of the super priority portion of the lien (which is not required by the applicable statutes) is not a violation of due process.

Clearly, the Nevada Supreme Court has already concluded that NRS 116.3116 does not violate the due process clauses of either the United States or the Nevada Constitutions. Additionally, the United States Supreme Court has held "it is the established doctrine of this court, that it will adopt and follow the decisions of the State courts in construction of their own

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statutes where that construction has been settled by the decision of their highest judicial tribunal." Nesmith v. Sheldon, 48 U.S. 812, 817, 12 L. Ed. 925 (1849). Furthermore the Ninth Circuit ruled, "[a] state court has the last word on the interpretation of state law." Mendez v. Small, 298 F.3d 1154, 1158 (9th Cir. 2002). The Plaintiff Bank, as the nonmoving party, "is not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture." Wood, 121 P.3d at 1031. Nonetheless, the evidence is clear that Plaintiff Bank actually received the Notice of Default and Election to Sell, and the Notice of the Trustee's Sale,[7] and took no meaningful action to submit any payments to stop the foreclosure sale from proceeding or make any inquiry regarding the same. Therefore, under Wiren and Green Tree Servicing, Plaintiff Bank lacks standing to even challenge the noticing scheme of NRS 116.3116 based upon its receipt of actual notice of the Default and Election to Sell and notice of Foreclosure Sale. See Exhibits G, H, I, and J.

Additionally, the issue of whether or not SFR acquired the property at the foreclosure sale subject to the Plaintiff Bank's interest is not relevant to the Motion at hand, nor to the Association. The suit in that regard should be litigated only between the real parties in interest, namely the Plaintiff Bank and SFR. Given there is no genuine issue as to any material fact relevant to the allegations and declaratory action asserted and claimed against the Association, the Association is entitled to judgment as a matter of law with regard to the claims asserted against it in the Complaint through which Plaintiff Bank argues that the foreclosure sale was improper based on due process violations.

Consequently, this Court must grant Summary Judgment in favor of the Association with regard to Plaintiff's Causes of Action as they relate to notice and duties of the Association under

[7] This is clear as the mailing for Plaintiff Bank regarding the Notice of Default was not returned (Exhibit F) and the mailing regarding the Notice of Sale was signed for on behalf of Plaintiff Bank (Exhibit I).

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NRS 116.

2. The Constitutional Guarantees of the United States or Nevada Constitutions are Inapplicable Because There is No State Actor

For "due process to be implicated, there must be a state actor." Brentwood Acad. V. Tenn. Secondary Sch. Athletic Ass'n, 531 U.S. 288, 295 (2001). If there is "no state actor, then due process-including concerns regarding notice-are inapplicable." Id. The "burden of establishing a state actor is on the party claiming deprivation of a constitutionally protected interest." Flagg Bros., Inc. v. Brooks, 436 U.S. 149, 156 (1978).

While procedural due process is a protection afforded under the Constitution, the "Fourteenth Amendment protects this interest, however, only from a deprivation by state action. Private use of state-sanctioned private remedies or procedures does not rise to the level of state action." Tulsa Prof'l Collection Servs., Inc. v. Pope, 485 U.S. 478, 485, 108 S. Ct. 1340, 1345, 99 L. Ed. 2d 565 (1988). The Courts have addressed such issues in the past, and found the state must have more than limited involvement to implicate the protections of the Due Process Clause. The Court in Tulsa found that "when private parties make use of state procedures with the overt, significant assistance of state officials, state action may be found." Id. at 486. The Court further found that there was significant state action in that case based upon the probate court's intimate involvement throughout the noncliam process at issue there. Id. at 487. In contrast, the foreclosure sale here, conducted pursuant to NRS Chapter 116, has no involvement with the Court or state at all. Indeed, the only state involvement with NRS 116 was the legislature enacting the statute. Additionally, and importantly, Plaintiff Bank has offered no evidence to overcome the burden of establishing that there was a state actor in this matter.

The "second element of the state-action requirement" is "the party charged with the deprivation must be a person who may fairly be said to be a state actor." Id. at 937 (emphasis

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added). Due process protections do not extend to private actor's private conduct. Am. Mfr. Mut. Ins. Co. v. Sullivan, 526 U.S. 40, 50 (1999). Rather, for due process protections to arise, the private actor must be performing functions that are traditionally and exclusively performed by governments. Flagg Bros., Inc. v. Brooks, 436 U.S. 149, 158 (1978). As one federal district court noted, "the power to impose fines or enforce liens are not traditional and exclusive governmental functions." Snowden v. Preferred RV Resort Owners Ass'n, No. 2:08-cv-01094-RCJ-PAL, at 14:14-15 (D. Nev. Apr. 1, 2009), aff'd, 379 Fed. Appx. 636 (9th Cir. 2010) ("[Association] did not perform the traditional and exclusive public function of municipal governance." (internal citation omitted)).

Here, it is not disputed that the subject Property was sold through a non-judicial foreclosure sale, which had no state actor involved. The undisputed facts of this case show that only private parties were involved. The Association made a private decision, to enforce its private lien rights, by way of a private trustee (NAS), in a non-judicial manner. SFR, a nongovernmental entity, purchased the property. This case involves only private actors. No state actors were involved.

3. NRS 116.3116 Does Not Violate the Procedural Due Process Guarantees of the United States or Nevada Constitutions

Even if the Court somehow found that the due process protections regarding state action are applicable in this instance, such requirements were satisfied. The "essential requirements of due process… are notice and an opportunity to respond. The opportunity to present reasons, either in person or in writing, why proposed action should not be taken is a fundamental due process requirement." Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 546, 105 S. Ct. 1487, 1495, 84 L. Ed. 2d 494 (1985).

Plaintiff Bank's argument regarding a violation of its procedural due process necessarily

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fails because, as discussed at length *supra*, all notice requirements set forth by the NRS Chapter 116 were properly complied with. Plaintiff Bank received actual notice of the Notice of Default as well as actual notice of the Foreclosure Sale; which clearly set forth the date of the relevant foreclosure sale, the amount of the outstanding lien, and provided notice of the location at which the sale was to take place. See Exhibits G, H, I, and J.

As such, the Plaintiff Bank had every opportunity to pay the outstanding assessments to the Association prior to the foreclosure sale, and failed to do so. "It is well established that due process is not offended by requiring a person with actual, timely knowledge of an event that may affect a right to exercise due diligence and take necessary steps to preserve that right." SFR Investments Pool 1, 334 P.3d at 418 (quoting Cf. in re Medaglia, 52 F.3d 451, 455 (2d Cir. 1995). Thus, even if a due process argument were proper, it fails to raise any triable issue of fact. Due process is also not implicated because there is no state actor. Even if it was, however, the constitutional avoidance doctrine and the SFR Court have already determined that due process is not offended by NRS 116 non-judicial foreclosure statutes.

4. The Nevada Supreme Court Already Decided the Constitutionality Issue Regarding NRS 116

The Nevada Supreme Court has already found NRS 116 to be constitutional after both a facial and as applied analysis. SFR, 334 P.3d at 417- 422. Thus, the inquiry should stop there. Both the majority and dissent in SFR recognized that notice must be sent to all junior lienholders, noting the incorporation of NRS 107.090(3)(b), (4) which, in the case of a bank foreclosure sale, requires notice of sale to "[e]ach other person with an interest whose interest or claimed interest is subordinate to the deed of trust." Id. at 411, 422. Further, the Majority rejected the lender's (ironically, U.S. Bank) due process arguments as "protean," and "nonstarters", noting that since Chapter 116 was adopted in 1991, the lender "was on notice that

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by operation of the statute, the [earlier recorded] CC&R's might entitle the HOA to a super priority lien at some future date which would take priority over a [later recorded] first deed of trust." Id. at 418 (quoting with approval 7912 Limbwood Court Trust v. Wells Fargo Bank, N.A., 979 F.Supp.2d 1142, 1152 (D. Nev. 2013) (rejecting a due process challenge to a nonjudicial foreclosure of a superpriority lien).

To quote the Nevada Supreme Court, "To the extent U.S. Bank argues that a statutory scheme that gives an HOA a superpriority lien that can be foreclosed nonjudicially, thereby extinguishing an earlier filed deed of trust, offends due process, the argument is a nonstarter." Id. As such, the constitutional due process arguments are not proper, and the Association is entitled to summary judgment on the issue.

C. PLAINTIFF BANK'S REGULATORY TAKING ARGUMENTS SHOULD BE DISMISSED AS THE PROPERTY WAS NOT FOR PUBLIC USE BEFORE OR AFTER THE FORECLOSURE SALE

"The Fifth Amendment, made applicable to the States through the Fourteenth Amendment, prohibits the taking of 'private property ... for public use, without just compensation." Washington Legal Found. v. Legal Found. of Washington, 271 F.3d 835, 851 (9th Cir. 2001) (en banc) (quoting U.S. Const. Amend. V). Consequently, to prevail on its argument that NRS 116 constituted a taking in violation of the Fifth and Fourteenth Amendments, Plaintiff Bank must show "that the interest at issue was [its] private property and that it was taken without just compensation." Id. Both the United States and Nevada Constitutions prohibit the taking of private property by a governmental entity for public use without just compensation. See U.S. Const. Amend. V, Nev. Const. art. I, § 8, cl. 6. When the government destroys a lien under state law and itself receives the value of the destroyed lien, there is a Fifth Amendment taking, even if the lien remains technically valid but unenforceable because of the United States' sovereign immunity:

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> The total destruction by the Government of all value of these liens, which constitute compensable property, has every possible element of a Fifth Amendment "taking" and is not a mere "consequential incidence" of a valid regulatory measure. Before the liens were destroyed, the lienholders admittedly had compensable property. Immediately afterwards, they had none. This was not because their property vanished into thin air. It was because the Government for its own advantage destroyed the value of the liens, something that the Government could do because its property was not subject to suit, but which no private purchaser could have done. Since this acquisition was for a public use, however accomplished, whether with an intent and purpose of extinguishing the liens or not, the Government's action did destroy them and in the circumstances of this case did thereby take the property value of those liens within the meaning of the Fifth Amendment.

Armstrong v. United States, 364 U.S. 40, 46–49, 80 S.Ct. 1563, 4 L.Ed.2d 1554 (1960)(holding that the inability of a subcontractor to enforce an otherwise valid materialmen's lien under state law against the United States after the United States acquired title to certain boats from the general contractor under a contractual default clause resulted in a compensable taking).

A takings claim requires just compensation from the government, not from a private third party. See, e.g., Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency, 535 U.S. 302, 322 (2002) ("When the government physically takes possession of an interest in property for some public purpose, it has a categorical duty to compensate the former owner [.]"); First English Evangelical Lutheran Church of Glendale v. Los Angeles Cnty., Cal., 482 U.S. 304, 319 (1987) ("Where this burden results from governmental action that amounted to a taking, the Just Compensation Clause of the Fifth Amendment requires that the government pay the landowner for the value of the use of the land during this period."); Id. at 318-19 ("It is axiomatic that the Fifth Amendment's just compensation provision is designed to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole") (Internal quotations omitted). Id.

Here, the value transferred from the Plaintiff Bank to SFR via the destruction of its lien was not for any public use. Further, Plaintiff Bank has not sued the State of Nevada in this case

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for just compensation. The Plaintiff Bank only seeks remedies against SFR, the Association, and NAS, private entities.

Regardless of whether a statute allows for property rights to be transferred to private individuals or entities, it must be for public use to constitute a regulatory taking. Rancho de Calistoga v. City of Calistoga, 800 F.3d 1083, 1092 (9th Cir. 2015) ("the Constitution requires that the government's taking must be for a public use."); Loretto v. Teleprompter Manhattan CATV Corp., 458 U.S. 419, 426 (1982) (the permanent physical occupation on the property for the installation of cable that served a public purpose was a taking); Stop the Beach Renourishment, Inc. v. Florida Dep't of Envtl. Prot., 560 U.S. 702, 715 (2010) (legislator would have to transform private property into public property to be a taking).

If the Court were to accept Plaintiff Bank's suggested application of the Takings Clause here, such a finding would lead to absurd results. Indeed, under the Plaintiff Bank's overbroad application, even the transferred ownership of land by adverse possession between two private parties would be a regulatory taking because a statute merely allowed it with no government actor or public use. Moreover, regardless of whether a regulatory taking has taken place, the Plaintiff Bank has not attempted to seek compensation from the government or even included it as a party to this matter. Plaintiff Bank names only private entities in this action and, under the undisputed facts of this case, takings arguments are not appropriate in such circumstances. Therefore, the Association is entitled to summary judgment on Plaintiff Bank's takings related causes of action as a matter of law.

D. THE ASSOCIATION'S FORECLOSURE SALE WAS COMMERCIALLY REASONABLE

Plaintiff Bank's contention that the sale of the subject Property was a wrongful foreclosure is based mainly on enumerated constitutional issues of NRS 116.3116. See

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Complaint. The constitutionality of this statute has been addressed at length *supra*. In addition, Plaintiff Bank alleges that the sale price of the Property was unconscionable and commercially unreasonable. See Complaint at ¶¶ 74-79, 87-88, 95-97.

The Nevada Supreme Court has already ruled on the commercial reasonableness of a foreclosure sale in Shadow Wood HOA v. N.Y. Cmty. Bancorp., 132 Nev. Adv. Op. 5, 366 P.3d 1105 (2016). In Shadow Wood, the Nevada Supreme Court specifically stated that in order to prove a sale was not commercially reasonable, a party must show (1) low price, and (2) fraud, unfairness or oppression that accounted for and brought about the low price. Shadow Wood, 366 P.3d at 1110 (citing Long v. Towne, 639 P.2d 528, 530 (Nev. 1982) and Golden v. Tomiyasu, 79 Nev. 503, 510-11, 387 P.2d 989, 994-995 (1963) (adopting the California rule that "inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a trustee's sale legally made; there must be in addition proof of some element of fraud, unfairness or oppression as accounts for and brings about the inadequacy of price" (internal citations omitted) (emphasis added)); see also Centeno v. JP Morgan Chase Bank, N.A., Nevada Supreme Ct. Case No. 67365 (unpublished Order Vacating and Remanding) (Nev. Mar. 18, 2016) (reaffirmance of the holding in Shadow Wood).

The Nevada Supreme Court has also found that "[f]air market value is generally defined as the price which a purchaser, willing but not obliged to buy, would pay an owner willing but not obliged to sell, taking into consideration all the uses to which the property is adapted and might in reason be applied." Unruh v. Streight, 96 Nev. 684, 686, 615 P.2d 247, 249 (1980). In determining the fair market value, the Nevada Supreme Court additionally held, "[t]he district court could properly consider all relevant evidence in determining the value of the property." Id.

Here, the Plaintiff Bank has failed to show that the price paid by SFR was "grossly inadequate." Instead, the Plaintiff Bank attempts to redefine fair market value without taking into

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consideration all the circumstances. Plaintiff Bank completely ignores the fact that the actual sale price at an auction will likely be heavily discounted when compared to the fair market value at a negotiated sale. Since the definition for fair market value, as identified by the Nevada Supreme Court, specifically calls for the price a purchaser is willing to pay, the actual price paid cannot be summarily disregarded. Plaintiff Bank has offered no evidence that the foreclosure sale was not properly conducted or restricted in some way. Indeed, as discussed *supra*, the Association complied with all statutory notice requirements, and there is evidence that Plaintiff Bank actually received the Notice of Default and Notice of Sale. See Exhibits G, H, I, and J. Furthermore, SFR was able to purchase the property at the noticed foreclosure sale based solely upon its being the highest bidder. In other words, no other buyer present at the auction was willing to pay more for the Property, which is the exact definition identified by the Nevada Supreme Court. Arguments that speculate as to the price a potential buyer not present at the auction would have paid are frivolous and would be mere speculation and conjecture. Such arguments have no validity in this case.

The undisputed facts of this case make it clear that no material issues of fact remain on the above discussed matters, and therefore the Association is entitled to summary judgment as a matter of law.

E. THE ASSOCIATION HAS NOT VIOLATED NRS 116.1113

Plaintiff Bank alleges a blanket violation of NRS Chapter 116.1113 by the Association because of the constitutional issues raised in its Complaint. Complaint at ¶¶ 81-83. There is no mention of bad faith, the Association's CC&Rs, or any other grounds for a blanket violation of NRS 116.1113 in Plaintiff Bank's Complaint. Each of Plaintiff Bank's enumerated constitutional arguments related to NRS 116. 1113 have been address above. As such, and for the same reasons

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discussed above, the Plaintiff Bank's Fourth Cause of Action regarding a claim for violation of NRS 116.1113 should be dismissed.

F. THE PLAINTIFF BANK'S DEPENDENT SIXTH CAUSE OF ACTION SHOULD BE DENIED

The Plaintiff Bank's Sixth Cause of Action for quiet title and declaratory relief is based upon the constitutional and other arguments discussed *supra*. As such, Plaintiff Bank's Sixth Cause of Action is wholly dependent upon these same arguments. Therefore, and for the same reasons discussed *supra*, the Plaintiff Bank's Sixth Cause of Action should be dismissed.

G. THE ASSOCIATION DID NOT TORTUOUSLY INTERFERE WITH PLAINTIFF BANK'S CONTRACT

The Plaintiff Bank's Fifth Cause of Action for Intentional Interference with Contract is also based upon the constitutional and other arguments discussed *supra*. As such, and for the same reasons discussed *supra*, the Plaintiff Bank's Fifth Cause of Action should be dismissed to the extent that the Fifth Cause of Action relies on such arguments. However, to the extent the Fifth Cause of Action does not rely on such arguments, it should still be dismissed.

To prevail on a claim for intentional interference with contractual obligations, a Plaintiff must prove (1) a valid and existing contract; (2) the defendant's knowledge of the contract; (3) intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption of the contract; and (5) resulting damage. See, J.J. Indus., LLC v. Bennett, 119 Nev. 269, 274, 71 P.3d 1264, 1267 (2003); Hilton Hotels Corp. v. Butch Lewis Productions, Inc., 109 Nev. 1043, 1048, 862 P.2d 1207, 1210 (1993); Sutherland v. Gross, 105 Nev. 192, 196, 772 P.2d 1287, 1290 (1989); and Wichinsky v. Mosa, 109 Nev. 84, 88, 847 P.2d 727 (1993).

Regarding the intent element, the Nevada Supreme Court has held, "there can be no doubt that proof of intentional interference is a *sine qua non* of the tort." M & R Inv. Co. v. Goldsberry, 707 P.2d 1143 (Nev. 1985). Additionally, "The fact of a general intent to interfere,

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under a definition that includes imputed knowledge of consequences, does not alone suffice to impose liability. Inquiry into the motive or purpose of the actor is necessary." Nat. Right to Life P.A. Com., 741 F.Supp. at 814 (emphasis in original) (quoting DeVoto v. Pacific Fid. Life Ins. Co., 618 F.2d 1340, 1347 (9th Cir.1980)). Furthermore, "the inducement of a breach does not always vest third or incidental persons with a tort action against the one who interfered." J.J. Indus., LLC., 119 Nev. at 275. "[B]ecause [intentional interference with contractual obligations] involves an intentional tort, the inquiry usually concerns the defendant's ultimate purpose or the objective that he or she is seeking to advance." Id. Accordingly, "the plaintiff must inquire into the defendant's motive." Id.

The Associations intent and motive behind the foreclosure on the Property was nothing more than to enforce its statutorily authorized lien against the Property, and to do so in the way it was statutorily authorized to enforce such a lien. If the Court were to accept Plaintiff Bank's suggested application of the law here, with regard to the intentional tort of interference with contractual obligations, such a finding would be in direct contradiction to the enforcement rights enumerated under NRS Chapter 116 and would therefore lead to absurd results. Indeed, Plaintiff Bank's urged application would work a complete destruction of such rights as every nonjudicial foreclosure would subject the foreclosing entity to potential liability for this intentional tort.

Additionally, there has been no evidence presented that supports the proposition that the Association intended to interfere with the Plaintiff Bank's contract with Ms. Parks. Pursuant to NRS § 116.31164, NAS, after conducting the sale, was to apply the proceeds of the sale in the following order:

(1) The reasonable expenses of sale;
(2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for

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by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;
(3) Satisfaction of the association's lien;
(4) **Satisfaction in the order of priority of any subordinate claim of record**; and
(5) Remittance of any excess to the unit's owner.

As enacted by 2005 Nevada Laws Ch. 494 (S.B. 325), later modified by S.B. 306 (emphasis added). It is undisputed that the final sale price of the Property at the Foreclosure Sale was the highest bid submitted by any attendee of the sale; here SFR. Also, there has been no claim or evidence showing that either NAS or the Association set a maximum price or a limit on the amount any bidder at the Foreclosure Sale could bid. There is also no evidence to support the theory that NAS and/or the Association intended to violate NRS §116.31164 had the final sale price reached an amount where distribution of funds was necessary. Therefore, Plaintiff Bank cannot show that either NAS or the Association intended to interfere with the contract between Plaintiff Bank and Ms. Parks. To the contrary, as has been discussed at length *supra*, the undisputed facts of this case show that the Association, through NAS, complied with every statutory requirement under NRS 116 and even went above and beyond what was required at times. It is not a stretch of the imagination to assume that the Association would continue to abide by all other applicable statues relevant to the foreclosure process under NRS 116.

The Association was simply enforcing its rights under the laws of the State of Nevada in order to protect its interest. In the words Lord Bramwell which he spoke in the House of Lords in Mogul Steamship Company v. McGregor, Gow & Co., 23 Q.B.D. 598 (1889), affirmed [1892] A.C. 25, 47, affirming Mogul Steamship Company v. McGregor, Gow & Co., 23 Q.B.D. 598, "[i]t does seem strange–and more than strange–that to enforce freedom of trade, of action, the law should punish the interfering party who make[s] ... perfectly honest arrangements with a belief that they are fairly required for [his] protection." (Internal quotation marks omitted).

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As discussed above, Plaintiff Bank cannot satisfy the intent element required in its Fifth Cause of Action, and the Association is therefore entitled to summary judgment on this Cause of Action as a matter of law. See Harrington v. Syufy Enterprises, 113 Nev. 246, 248 (1997) (citing Perez v. Las Vegs Medical Center, 107 Nev.1, 4 (1991) ("[t]o establish entitlement to judgment as a matter of law [...], defendant needs only negate one element of plaintiff's case").

VI.
CONCLUSION

Based upon the foregoing, Third-Party Defendant COPPER RIDGE COMMUNITY ASSOCIATION respectfully requests that this Court enter an Order granting the instant Motion for Summary Judgment, and that Judgment be entered in the Associations favor as to all of the claims asserted against it through the Complaint.

DATED this 24 day of January, 2017.

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CERTIFICATE OF SERVICE

I hereby certify that on the 24 of January, 2017, I served the foregoing **THIRD-PARTY DEFENDANT COPPER RIDGE COMMUNITY ASSOCIATION'S RENEWED MOTION FOR SUMMARY JUDGMENT AGAINST THIRD-PARTY PLAINTIFF / COUNTER-CLAIMANT / DEFENDANT U.S. BANK, N.A.** via Electronic Service from CM/ECF upon the following:

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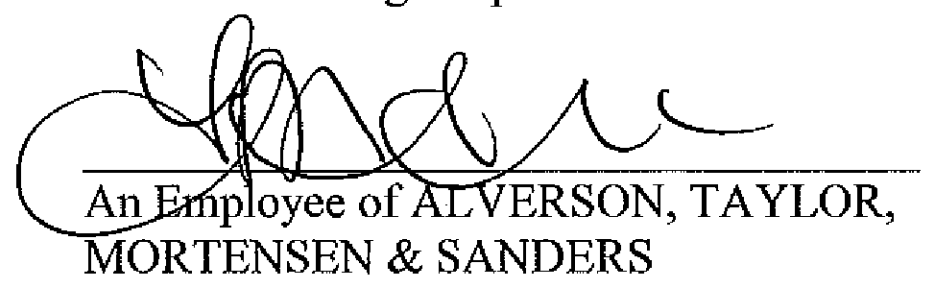

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EXHIBIT A

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

COPPER RIDGE COMMUNITY

CLARK COUNTY, NEVADA

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EXHIBITS

EXHIBIT "A" - ANNEXABLE PROPERTY - LEGAL DESCRIPTION

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
COPPER RIDGE COMMUNITY

HENDERSON, NEVADA

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on this 30th day of June, 1997, by Pardee Construction Company of Nevada, a Nevada corporation ("Declarant") for the purpose of submitting that certain real property located in the City of Henderson, County of Clark, State of Nevada described below as the Real Property, to the provisions of the Uniform Common Interest Ownership Act, Chapter 116 of the Nevada Revised Statutes, for the purpose of creating a Project and making the improvements shown in the Plat referred to herein.

RECITALS:

A. Declarant is the owner of all of the Real Property (defined below) together with that certain real property located in the City of Henderson, County of Clark, State of Nevada more particularly described in Exhibit "A" attached hereto and incorporated herein be reference (the "Annexable Property".

B. Declarant proposes to develop the Real Property and any Annexable Property hereafter made subject to this Declaration, to be known as the Copper Ridge Community (the "Project").

C. The Project is currently subject to that certain Green Valley Ranch Declaration of Covenants, Conditions, Restrictions, Reservations and Easements recorded on April 29, 1994 in Book No. 940429 as Instrument No. 00717 in the Official Records of the Clark County, Nevada Recorder (the "Master Declaration").

D. Pursuant to the Master Declaration, this Declaration is designed to create equitable servitudes and covenants appurtenant to and running with the Project imposing further conditions, covenants and restrictions for the operation, protection and maintenance of the Project because of the unique aspects of concern to Owners of Units, and creating a subassociation of Owners with rights and powers reasonably necessary to control the operation and maintenance of the Project, including, without limitation, the right to assess the Unit Owners for the cost of such operation and maintenance.

E. Declarant intends to develop the Project in seven (7) or more phases under the provisions of the Nevada Common Interest Ownership Act pursuant to a general plan for the maintenance, care, use and management of the Project, and to convey the real property within the Project subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the real property as hereinafter set forth.