### IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST,

Appellant,

V.

SEPTEMBER TRUST, DATED MARCH 23, 1972; GERRY R. ZOBRIST AND JOLIN G. ZOBRIST, AS TRUSTEES OF THE GERRY R. ZOBRIST AND JOLIN G. ZOBRIST FAMILY TRUST; RAYNALDO G. SANDOVAL AND JULIE MARIE SANDOVAL GEGEN, AS TRUSTEES OF THE RAYNALDO G. AND EVELYN A. SANDOVAL JOINT LIVING AND DEVOLUTION TRUST DATED MAY 27, 1992; and DENNIS A. GEGEN AND JULIE S. GEGEN, HUSBAND AND WIFE, AS JOINT TENANTS,

Respondents.

Supreme Court No.: 76198
District Court Case No.: A-17-765372-C
Electronically Filed
Jan 15 2019 01:41 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

### Appeal

From the Eighth Judicial District Court, Clark County Honorable Mark Bailus

## Appellants' Appendix to Opening $\operatorname{Brief}-\operatorname{Volume}\ 4$

(Docket 76198)

RICHARD HASKIN

Nevada Bar No. 11592 GIBBS, GIDEN, LOCHER, TURNER,

SENET, & WITTBRODT, LLP

1140 N. Town Center Drive Las Vegas, Nevada 89144 (702) 836-9800

Attorneys for Appellants

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- Declaration of Wesley J. Smith in Support of Motion for Summary
   Judgment (AA000258 AA000329)
- Opposition to Motion for Summary Judgment (AA000330 –
   AA000331)

### **CERTIFICATE OF SERVICE**

### 1. Electronic Service:

I hereby certify that on this date, the 15th day of January 2019, I submitted the foregoing **Appellant's Appendix for Opening Brief** – **Volume 4 (Docket 76198)** for filing and service through the Court's eFlex electronic filing service. According to the system, electronic notification will automatically be sent to the following:

Daniel T. Foley, Esq. FOLEY & OAKS 626 S. 8<sup>th</sup> Street Las Vegas, Nevada 89101

Christina H. Wang, Esq. FIDELITY NATIONAL LAW GROUP 8363 W. Sunset Road, Suite 120 Las Vegas, Nevada 89113

Wesley J. Smith, Esq. Laura J. Wolff, Esq. CHRISTENSEN JAMES & MARTIN 7440 W. Sahara Avenue Las Vegas, Nevada 89117

### 2. Traditional Service:

Daniel T. Foley, Esq. FOLEY & OAKS 626 S. 8<sup>th</sup> Street Las Vegas, Nevada 89101

Christina H. Wang, Esq. FIDELITY NATIONAL LAW GROUP 8363 W. Sunset Road, Suite 120 Las Vegas, Nevada 89113

Wesley J. Smith, Esq. Laura J. Wolff, Esq. CHRISTENSEN JAMES & MARTIN 7440 W. Sahara Avenue Las Vegas, Nevada 89117

SHARA BERRY

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INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors under other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, nower and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. It is strongly recommended that Buyer retain licensed Nevada profusionals to conduct inspections. If any inspection is not completed and requested repairs are not delivered to Seller within the Duc Difigence Period, Buyer is deemed to have waived the right to that inspection and Seller's Hability for the cost of all topairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrew unless the Parties present instructions to the contrary prior to COE, along with the applicable involve.

(Identify which party shall pay for the inspection total below either: BELLER, BUYER, 50/50, WAIVED or WA.)

Type	Paki By	Type	Paid By	Type	Paid By
Energy Audi:	Watred	Fungal Contaminant Inspection	Bukar	Well inspection (Quantity)	#/A
Home Insuction	Shiver.	Mechanical Inspection	Buyar	Well inspection (Quality)	N/A
Termite/Pest inspection	poyer	Pool/Spe Inspection	puyer	Wood-Burning Device/ Chiuney Inspection	M/W
Reef Inspection	Suver	Solla inspection	Waived	Septic Inspection	B/A
Septic Lid Removal	N/A	Septic Pumping	87%	Structural Inspection	Buyer
Sturey (type):	Waived	Other:		Other	

- CERTIFICATIONS: In the event an inspection revents areas of concern with the roof, septic system, well, wood huming device/chimney or the possible presence of a flingst contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of fiscraw unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A confileation is not a systranty.
- BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to impact the Property sufficiently as to satisfy Huyer's use. Huyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, cartification or appraisal, home of a general maintenance or consectio nature which its not materially affect value of the Property, which existed at the time of Accoptance and which me not expressly addressed in this Agreement are doesned secrepted by the fluyor, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, convection or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Saller or requested by one narry.
- FEES, AND PRORATIONS (identify which purp shall pay the costs nuted below sliber: SELLER, BUYER, 50/50, WAIVED or NA.)

A. TITE	E, ESCROY	& Appraisal fees:		Q-4	· · · · · · · · · · · · · · · · · · ·
Tyse	Pald By	Type	Paid By	L True	Paid By
Estrow Free	30/50	Lender's Title Policy	Buyer	Owner's Title Polity	Rellos
Real Property Tessafer	Soller	Appraisal	Super	Other:	

PROBATIONS: Any and all rems, taxes, interest, humecomer association fees, tresh service fees, payments on bonds, SHIs, LIDs, and assusaments assumed by the fluyer, and other expenses of the property shall be provided as of the date of the recordation of the deed. Security deposits, advance rents is or sansidurations involving future lease credits shall be credited to the Buyer. All protetions will be based on a 30-day month and will be calculated as of COB. Prarations will be based upon figures evallable at classing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escraw.

PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrew, Title Company shall provide Suyer with a Proliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business they of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed assemble. If Buyer makes an objection to way names) contained within the PTR, Seller shall have live (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Soller falls to have each such

Each party acknowledges that hat he are used, understood, and agrees to such and every professive modified by addendure of according to.	topicon de tarie hodie caniera e brancograp, deraficacion pe
Bayer's House Robert E. Biston Types A. Dissen	PALLET A PAINTEN (DRIVING
Property Address: 1950 ROSSMERS CT	SELLER(S) INITIALS MA WAY OF IC
here agree to the state of the	

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				1.3		Samuellanda Bala Amaro	Yar moor	dellar
	notice	in Seller and Escrow Offi	eer, easitiin	dijection, Buyer shall have the g Buyer to a refund of the EM of see hereafter collectively re	(i) or (b) elect	to occami title to the	Property 84 ft	L All
4								at lands
5		D. LENDER AN oro dollars to Bu	D CLUSIA	iG FEES: In addition to Sol or's Pecs and/or Buyer's Title	mrd Protons	ragnusus norem, as Fees (Tinakudhaa -	green as a seed The mass come	उद्धाः इद्धाः
6	D PROPERTY	State Saller must you mus	suant to los	n program requirements. Diff	ferent loan tyt	es (e.g., PHA, VA,	ronventional)	bave
*	differen	s appraisal and financing	requiremen	its, which will affect the partia	ss' rights and t	east under this Agre	enent.	
9								Samo
10	480004004	E, HOME PRO	184 I ION'S	PLAN: Buyer and Seller ack uyer siter COE. Buyer II wa	an ogustavon	romiser a Manie P	ntection Plan	with
11		my he chance he !	myer arti	or to com . S Sal	lar - 410 - 17 1	laver will pay for th	a Hume Prote	ction
13	Plan at	a price not to exceed \$	395.00	. Buyer will order the blo	omo Protectio	r Plan. Neither Selle	nor Brokers	make
14	any requ	reassitation as to the exten	st of covers	ge or deductibles of such plan	K.			
15	9,	WO A SECURISH WAS TALKED	.₩+ Uran i	COE, Buyer shall tender to Se	elier the agree	d moon Purchase Pri	e, and Seller	zhell
17	raferent	to Browne montestable ti-	le to the l	Proporty free of all enciends	mances other	than (1) correct re	al property t	(11X 628)
18	£21 cox	events, conditions and re-	scrictions (C	"C.&R's and related restriction	one. (3) zonio:	or master plut rest	riculoms and p	anome
30	utility	essements; and (4) oblig	alinus assu COS which	med and encuminances accommon year control of the c	toe incourse o	и рими на ъдуже то и фестеване	AR1 19 MM 1340	er me
20 23	x.sahes:	N 3						200460
22	10.	COMMON-INTERES	T COMM	UNITIES: If the Property is	subject to a	Common Interest Co	mmunity ("C	(C°),
23 24	Seller :	itali provide AT SELLI	CR'S EXPE	NSE the CIC documents as ckage within two (2) busines	requires by a	entance and provide	the same to I	Suyer
25	within	one (1) business day of S	ylar, s secon	pi thereof.				
26		30			C. (1) ( <b>2) 22</b> (2) (1) (2) (2) (1)		and the second	A304E.4
27	*	Pursuant to NRS 116.	4109, Buye	r may caucel this Agreemen I receipt of the result packa	at without pr	unity until minuiga leats to cancel this A	ereement mur	znant zasm;
28 29		to this sistute, ho/she m	ust deliver,	via hand delivery or prepaid	U.S. mail, a w	ritten notice of cance	fistion to Sel	ier or
30		his authorized agent.						
31	*	If Bayer does not rec	live the re-	sele package within lifteen t	(13) estendar	days of Aeceptance	s this Agree	mess mess
32 33		may be cancelled in the of the RPA.	is by Huye	r without penalty. Posice of	centratetion s	1811 (he ideliadian bine:	marce to the con	201 201
34	90	Hoon such written care	etlation, Ba	eyer shall promptly receive a	refund of the	EMD. The parties so	ree to execut	e any
35		danumenta samuetad bu	AND WINE THE	HOW DEED to facilitate the rei	iund. If writte	n cancellation is tiol :	miny boylson	in the
36 37		specified time period, penalties at COS.	the result f	nackage will be deemed appoint	than vental	zuen buh ibi cerecen	oud ric m	K3 (J)
38		`						8° 8°-33
39		A. CIC RELAT	ed expei	MSES: (identify which part	y shall pay th	ic costs noted below	either: SEL	LER,
40 41	BOAR	r, 50/50, Waived of N						
76	1	Nes.	Pale By	Due	Paid By	Tres	Paid By	
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बेवे	lidlowi	ng Disclosures and/or do	zaments. Cl	sech applicable boxes.				
43	<b>89</b>	Seller Real Property L	i ormeolosii	Pormii (NRS 113,130) D	•	Range Dischasirei ()	488 113.063)	9
46	耕	Construction Defect C	isims Disc	iosure: If Seller has marked "	Yes" to Panug	reph i(d) is the		
47		Seliers Real Property D	isclosum Fe	30% (NRS 40.688)				
48	ជ	Lond-Based Paint Dis-	ปียล สามสมโ	Acknowledgments required	if constructed	before 1978 (24 CF)	(745,313)	
40	ន	Others (list)					***********	
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	25 6442	re presented by Alan	e care i s	takith Award Exeterres	\$ 645843845	AS ASSESSED AS ASSESSED AS	anstani <sup>a</sup>	M. ang.

1	12. PEDERAL PAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offensi without regard to	
2	race, color, religion, sex, national origin, age, gender identity or expression, familial success sexual orientation, ancestry,	(HE
3	handleap und any other corrent requirements of federal or stote fair housing laws.	
4		
3	13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is smilled under this Agreement to a welk-through	Oi
6	the Property within 3 cutendar days prior to COE to ensure the Property and all major systems, applicance	25,
7	heating/cooling, piumbling and electrical systems and mechanical fixures are as stated in Seller's Real Property Discloss	ile.
8	Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted	EX
9	Seller and Buyer. To facilitate Buyer's walk-farmingh, Seller is responsible for keeping all necessary utilities on, including	MSS
10	operable pilot lights. If any systems cannot be checked by fluyer on walk-through due to non-necess or no power/gaz/wat then fluyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because	of
11	lack of such access or power/gas/weier. The purpose of the walk-flamigh is to confirm (a) the Property is being maintained in	h)
12	repairs, if any, have been completed as agreed, and (c) Selier has complied with Selier's other obligations. If Bayer elects a	Вţ
13	to conduct a walk-through inspection prior to COE, then all systems, thems and aspects of the Property are down	èà
15	satisfactory, and Buyer releases Seller's liability for casts of any repair that would have reasonably been identified by	8
16	walk-through inspection, except as otherwise provided by law.	
17		
118	14. DELLVERY OF POSSESSION: Solier shall deliver the Property along with any keys, slarm codes, garage de	XX.
19	apener/controls and, if freely transferable, parking permits and gate transponders outside of hacrow, upon COR. Selicr agree	23
28	to vacase the Property and leave the Property in a neat and orderly, broam-clean condition and tender possessium no inter th	an
21	MICOE OR O In the event Seller does not vecate the Property by this time, Seller shall be consider	en
22	a tempasser in addition to Huyer's other legal and equilable remedies. Any personal property left on the Property after the	Cocas
23	indicated in this section shall be considered ahandoned by Saller.	
24	15. RISK OF LOSS: Risk of loss shall be governed by NRS 113,040. This law provides generally that if all or a	nV
33	The RISK OF LOSS: Risk of loss shall be giverned by PRS 113,040. This low provides gammany that it and a material part of the Property is distroyed before trensfer of lugal little or possession, Soller cannot entered the Agreement a	වේ.
26 27	Buyer is antitled to recover any portion of the sale price paid. If legal title or possession has transfured, risk of less shall all	iA
28	to Bodes.	
29	•	
30	16. ASSIGNMENT OF THIS ACHEEMENT: Unless otherwise must beesin, this Agreemen is non-meigraf	)} <b>?</b>
33	unless agreed upon in writing by all parties.	
32	4	4
33	17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with t	300
34	terms contained herein, then Dayer will be untitled to a refund of the RMD. Neither Buyer nor Seller will be reimbursed for a	il.
3.5	expenses incurred in configuration with due diligence, inspections, appraisals or any other matters pertaining to this transacti	911
36	(unless otherwise provided herein or except as otherwise provided by law).	
37	ou and	
38	18. DESAULT:	
40	A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, t	ho
48	parties some to engage in mediation a dispute resolution process, through GLVAR, Netwithstanding the foregoing, in	111
42	event the thouse finds it recessory to file a claim for specific performance, this section shell not apply, buch party	3%
43	and the Language Independent Investor of their physics regions this provision remaining policy below heresic thereby. By market	HJ;
44	below, the parties confirm that they bare read and usely grand this section and voluntarily approve the provisions thereof.  BUYER(S) INITIALS SELLER(S) INITIALS	
45	BUYER(S) INITIALS A GOV SELLER(S) INITIALS (36.05)	
485		1
47	B. IF SELLER DEFAULTS: If Seller residuals in performance under this Agreement, Buyer reserves all les	See.
48	and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damag	494
49	incurred by Huyar due to Saller's default.	
50	C. IF BUYER BEFAULTS: If Buyer defaults in performance under this Agreement, as Selice's suite les	las.
51	C. IF BUYER BEFAULTS: If Buyer defaults in performance under this Agreement, as bench a size in recourse, Soliter may retain, as liquidated dumages, the EMU. In this respect, the Parties agree that belief a neutral damage	203
52	and the distinct of many ten that the PAST is in fact a resemble estimate at the thinners that Solice would suffer at	× 25
53 54	result of Buyer's default. Seller understands that any additional dispush not excised part of the serial in Section 1413 new	in
55	will be immediately released by ESCROW HOLDER to Bayer.	
56		
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	otherwise mudified by nedecuture or counterwiter.	0
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#### Instructions to Escrow

- ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or continuency, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful miscondust. If conflicting damasds are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a sult in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and Higgste their several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCHOW HOLDER shall be fully released and discharged from any chligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, not for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the sufekeeping of all monies, instruments or other documents resided by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event are action is inscinsed in connection with this excrow, in which ESCROW HOLDER is named us a party or is otherwise compelled to make an appearance, all sosts, expenses, anormsy fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.
- 28. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an amount, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 128A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant excrow account. Said charge shall be no less than \$5.00 per mouth and may not exceed the highest rate of charge permitted by stands or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant excross account for as long as the funds are held by ESCROW HOLDER.

### Brokers

- 21. BRINKER'S COMPENSATION/FEEs: Dayer herein requires, and Selier agrees, as a condition of this Agreement, that Selier will pay Listing Broker and Buyer's Broker, who becomes by this clouse a third party beneficiary in this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Selier, or Selier's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Selier understands and agrees that if Selier defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to prace all logal recourse against Selier for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Ruyer I will OR— It will not pay Ruyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.
- 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expensity stated herein. Buyer agrees to satisfy himself-herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square feetage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to acceptan notusi acreage or square footage. Buyer walves all claims against Brokers or their agents for (n) defects in the Property; (h) inaccurate astimates of acreage or square footage; (c) environmental waste or hezards on the Property; (d) the fact that the Property may be in a fluod zone; (c) the Property's proximity to freeways, already or other nuisances; (f) the zoning of the Property; (g) has consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and rewarch, as Duyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/for received in this transaction.

### Other Matters

23. DEFINITIONS: "Acceptance" means the date that both pardes here consented to a final, binding content by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers and said Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acknowledges that holder has read, understood, and agrees in each and every provision of itsis page unless a partitude paragraph is attentiate modified by addendar or supercenter.

Beyer's Hame: Robert's S. Dissean Zvanum A. Utaman Buffen(s) duffel page unless a partitude paragraph is proposly Address: 1860 Roberters CT

Seller(s) instinct Mills

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developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisat" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bean Fide" means ganuing. "Bayer" means one or more individuals or the entity that intends to purchase the Property. "Broker" meens the Neveda licensed coul estate brokes listed herein representing Seller and/or Duyer (and all real estate agents associated therewith). "Business Day" excludes Saurdays, Sundays, and legal holidays. "Calendar Day" means a colendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a onetime non-administrative fee, sust or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative envice fee cherged by a CIC in transfer ovenership moords. "Close of Entraw (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the fallors of a Porty to observe or perform any of its manerial obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Duyer's comest money deposit. "Excraw Bulder" means the neutral party that will handle the closing. "FIA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Lax Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in acceptables. with NRS 645A 171. "IRC" means the Internal Revenue Cools (tax ends), "LAD" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statues as Amended. "Party" or "Parties" means Buyer and Soller. "PITI" means principal, interest, taxes, and huzard insurence.
"PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PITR" means Preliminary Title Report. "Property" means the real property and any personal comparty included in the sale as provided herein. "Marript" means delivery to the party or the party's agent. "RPA" means Assidential Processor Agreement. "Soller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance, "USC" is the United Simes Code. "VA" is the Veterans Administration.

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

- A. This Agreement may be signed by the parties on more than one copy, which, when takes together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Fassimile signatures may be excepted as original.
- B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by unnil to the Agent for that Party. The notification shall be effective when postmarked, received, faced, delivery confirmed, and/or read receipt confirmed in the case of smail. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seiler or Buyer if represented. Any cancellation notice shall be contemporareausly delivered to Except in the same manner.
- 15. IRC 1031 EXCHANGE: Solier und/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at an cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
- 26. OTHER ESSENTIAL TERMS: Time is of the assence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficialties and devisees of the parties hereto. This Agreement is executed and intended to be performed in the hance of Nevada, and the laws of that state that govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any purty because exists counsel for the purpose of initiating littgation to entires or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the fosing party for all costs and expenses incurred thereby, including, but not limited to, reasonable atternay's fees and costs incurred by such provailing party.

THIS IS A LEGALLY BINDING CONTRACT. All parties are advised in sect independent legal and las mivies to review the terms of this Agreement.

Kuch party schoor otherwise modified	rledgas livst keighe üns revil, auch dy zostendam de scholisecoffee.	erstood, and agreem to each and every provide	Biller outer a brincale, transferly, s
Super's Name:	Robert S. Bieses	Troppe A. Biesen	
Property Address:	1960 RODENSTRE CT		SELLER(S) INITIALS. MB
Rev. \$5/16	02036	Orealer Les Vegus Amodistics of RBALTORS#	1%gc X ad 10
		attended to the second and the second	i i alamantahann dun i alamatah i

(GLYAR). NO REPRESENTATION IS MAI PROVISION IN ANY SPECIFIC TRANSACTI	THE GREATER LAS VEGAS ASSOCIATION OF REALTORSO DE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY ON. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO NS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
This form is evoluble for use by the real estat REALTORS is a registered collective member ASSOCIATION OF REALTORSS who subscrib	e industry. It is not intended to identify the user us a REALTORS: ship mark which may be need only by members of the NATIONAL so to be Cude of Ethics.
38. ADDITIONAL TERMS:	
Committee of the control of the cont	cknowledgement of Offer
madyer m Per	Surrogaran Barrent At Artes
halshe is a principal in a transmetion or has an interes  # DOES NOT have an interest in a principal in it  BOES have the following interest, direct or is reinformable with Buyer or ownership inter	Agent's Name:  Agent's License Number:  Office Address; 7281 m. Salars are \$100-118  City, State, Zip; Las Veges SV \$9117  Email:  alancote@asq, coss  ST: Pursuant to NRS 645.252(1)(a), a real estate ilcenses must disclose in it a principal to the immusaction. Ulasmose declares that he/she: te transactionOR- ndirect, in this transaction: O Principal (Buyer) -OR- O family or fire cet in Royer (if Buyer is an onthy): (apoutly relationship
Seller must respond by: 5 [JAMESPA Ipla Africant is accepted, rejected or counter and thus, this offer shall lapse and he of no furt each avision of this Agreement, and all signed add	
	Buyer's Pulsua Nesso Dato Time
Bulyon's Signature	Ruyer's Printed Name Date Time
Buyer's Signature	Buyer's Printed Name Date Time
etherwise medified by sillenium or everteroffer.	d hoerspoyed historicas a sectar sign with he astrivery curve bus done to everya han
Unger's Name: Robert L. Damman	Trongs A. Disman Infrags Initials
	SELLENCS (NITTALS ALO)
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unsaction or has an interest in prest in a principal to the era g interest, direct or indirect, morship interest in Seller (in esignated in the Seller's Re- esignated in the Seller's Re- sac indicating whether Seller Tax Act (FIRPTA). A force tion; or a foreign partnersh formation for determining , sen the Buyer must withhole	Agent's Name: Agent's License Ni Office Address: 78 City, State, Zip: Email: klow P: Pursuant to biRS 645. It is principal to the transe- resection.—OR— in this transaction: O Pri Seller is an entity): (apre- sponse herein), Seller agree is a foreign person or ign person is a nonreside. Ip, trust or essete. A resi- istatus may be found at we istatus may be found at we istatus may a smound at we i	Henneth Lousen  umber: 8.0839725  134 N Schara Ave § 100  Les Vegas 30 1917-1914  resuld averyhazes Iv. com  252(1)(s), a real esiste liveasce must disclection. Licensee declares that he/she:  incipal (Selier)—OR—II family or firm fily relationship)  ecs to complete, sign, and deliver to Buye a nouresident allen purseant to the Forei at alien individual; a foreign curporation of deni alien is not considered a foreign pers  wwirs.gov. Buyer and Selier understand to determined by Bayer's FIRPTA Designee of
## 8.0035738  216-4663  21	Agent's License Min Office Address: 18 City, State, Zip: Email: \$100 Email: \$1	imber: 8.083773 1854 N Sahara Ave § 100  Las Vegas NV 1917-191  Session Licenses declares that he/she:  incipal (Selier)—OR—II family or firm  ify relationship)  ecs to complete, sign, and deliver to Buye a nouresident allen pursuant to the Forei at alien individual; a foreign curporation of deni alien is not considered a foreign pers  ww.irs.gov. Buyer and Seller understand to determined by Bayer's FIRPTA Designee of
## 8.0035738  216-4663  21	Agent's License Min Office Address: 18 City, State, Zip: Email: \$100 Email: \$1	imber: 8.083773 1854 N Sahara Ave § 100  Las Vegas NV 1917-191  Session Licenses declares that he/she:  incipal (Selier)—OR—II family or firm  ify relationship)  ecs to complete, sign, and deliver to Buye a nouresident allen pursuant to the Forei at alien individual; a foreign curporation of deni alien is not considered a foreign pers  ww.irs.gov. Buyer and Seller understand to determined by Bayer's FIRPTA Designee of
B.0035738 216-4663 216-4663 21.6-466	City, State, Zip: Email: klm Emai	Las Vegas SV 1917-1914  252(1)(c), a real estate iterasce must disciscion. Licenses decigns that he/she: incipal (Selier)—OR—II family or firm ifly relationatrip)  ces to complete, sign, and deliver to Buye a nounsident allen purseent to the Foren at alien individual; a foreign europeation of dens alien is not considered a foreign per ww.ins.gov. Buyer and Selier understand to determined by Bayer's FIRPTA Designee of
MAISURE OF INTERES: unsection or has an interest in prest in a principal to the tra g interest, direct or indinest, morship interest in Seiler (si esignated in the Seiler's Re- see indicasing whether Seile Tax Act (FIRPTA). A fore short, or a foreign partners thormation for determining then the Buyer must withhole less an examption applies.	Email: kim P: Pursuant to NRS 645.2 In a principal to the trunsa- resection.—OR— in this transaction: () Pri- Seller is an entity): (spec- sponse herein), Seller agre- ts a foreign person ar- ign person is a normalidea- inguity may be faund at wa- is ins in an amount as he Seller agrees to sign and a	vesnel uxuryhases Iv. com  252(1)(a), a rest estate iterasco must disciscion. Licanesco decipres that he/she: incipal (Seller)—OR—D family or firm ity relationatip)  ecs to sumploto, sign, and deliver to fluye a nouresident allen pursuant to the Forch at alien individual; a foreign surporation of dent alien is not considered a foreign pers ww.irs.gov. Buyor and Soller understand to determined by Bayer's FIRPTA Designee deliver to the Buyer's FIRPTA Designee
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unsaction or has an interest in prest in a principal to the tra g interest, direct or indirect, encrship interest in Soller (in estignated in the Soller's Re- state indicating whether Soll- Tax Act (FIRPTA). A force thick, or a foreign partners, thormation for determining , can the Buyer must withhole thess an examption applies.	is a principal to the transa- resection.—CPU- in this transaction: () Pri- Seller is an entity): (spec- sponse herein). Seller agre- er is a foreign person or ign person is a nonreside: ip, trust or essete. A res- istina may be found at wo- is in an amount ay he Seller agrees to sign and a	ction. Licenses decises that he/she: incipal (Seliet)—Oit—II family or firm hily relationship)  ccs to complete, sign, and deliver to Buye a nounsident allen pursuent to the Forei at alien individual; a foreign curporation a dent alien is not considered a foreign pers ww.ins.gov. Buyer and Selier understand to determined by Bayer's FIRPTA Designee a deliver to the Buyer's FIRPTA Designee
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s) acknowledges that he/slu oures, and attachments.	e accepts and agrees to be	refore subjecting this transaction to PROT hound by each provision of this Agreemen
tense with NAC 645.632, S	eller bereby informs Buye	er the offer presented berein is not accepted
•	•	,
864 t eacher (1)	Barr Sett - Engage ti	11/28/2016 (TAM/TIPA
Callante No.	Seed Nows	11/28/2016
st Sener's L	THE STANK	Daix Time
	and the same	
Seller's Pr	inied Name	Date Time
	(s) asknowledges that he/shopsires, and attachments.  eller accepts the terms of this dance with NAC 645.632, S  Accepts the Seiler's Pr  Seiler's Pr	(s) acknowledges that he/she accepts and agrees to be source, and attachments. Aler accepts the terms of this Agreement subject to the dance with NAC 643,632, Seiter hereby infirms Buye

# EXHIBIT B

# EXHIBIT B

## ADDENDUM NO. \_\_\_\_\_TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Burker Liv	ing Trust
Carl 6 Angeline Buxkow as Buyer(s) and Marjor	rie B Roulden, Trustee
300 MH 1000 N 1 1000 MH	TELGITE
eyering the real property at 1960 ROSEMERE CT	LASVEGAS NV 89117
overing the real property at 1960 ROSEMERE CT	ceby proposes that the Purchas
igreement be amended as follows:  1. Buyers hereby cancels this escrow as of this date 1. Suyers hereby cancels this escrow as of this date 1. Suyers hereby cancels this escrow as of this date 1. Suyers hereby cancels this escrow as of this date 1. Suyers a immediately. 1. Suyer's immediately.	11/15/2016. This date
ADDITIONAL PAGE(S) ATTACHED. This Addendum is	not complete without th
dditional terms on the attachedpage(s).	~
Vhen executed by both parties, this Addendum is made an integra probase Agreement.	
WHEN PROPERLY COMPLETED, THIS IS A BINDING CONFULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SELECTIONSEL BEFORE SIGNING.	CV COMESSESSES
[K] Buyer J Seller Carl Bucken, Burken Living Trust	11/15/2018 Date
12 1 . Buch	2.204
Buyer Seller Angeline Worker, Buker Living 3roat	Time 2:20 gm
- Asseptance:	
Marsjoria Boulden 340	11/16/2016
Figure 1 Miler Marjorie & Soulden, Trustme	Date
□ Buyer □ Seller	Time
ALAKE TO THE PROPERTY OF THE P	
	MAA AA W BIWING
Prepared by: Loures Saylatis	762-253-5735
Agent's Printed Name	rnone
	.as Veges Association of REALTORS
This form probables by Mr. Lurens D Saylable : MMMA Havein Eropantian ( 702-256-87 Lorensky) at segments, com	rstanelton



## COUNTER OFFER NO. \_\_\_\_\_

ATTENTION: Losesse B		COMPANY:	REHE NV Properti (Name)	.08
The Offer 🗵 Counter Offer in	iade by: [] Seller	K Buyer	Surkow Living Trus (Name)	£
to [X] Rey [] Sell the real property dated:    Revember 7th, 2016	is not acceptionis not acception	ted in its present fo may order a ho	nn, but the following ( me inspection fo	Counter Offe x
ADDITIONAL PAGE(S) AT	FACHED, This (	Counter Offer is no	ot complete without th	e additional
OTHER TERMS: All other terms agreed to in Counter Offen(s) No	er must respond by 2016   Seller's Broker h	y: 5:00 AM	X PM on (month) 80 Offer is accepted by exe	cution below
Date: 11/1/2016		der Karjorto & Sow	lder. Trustee	
Time:	Boyer Se	Bar.		Signature
$\mathbf{x} = \mathbf{x} + $	ಕರ್ವವನಾಡುತ್ತಾನ		A-M-56-25-55-55	
The undersigned X Buyer Sell  **Super Sell Sell  *		t to the attached Cou	nter Offer No.	
Date: 11/8/2014	Buyer A	and Bucker Her Essel Burker	w/	Signature
Time: 1:08 P.4		ler angeline Burke	Dur Brus	Signature
Counter Offer Rev. 5/12	control 2 ASSESS	© 2012 (drea	ter Las Vegus Association of	REALTORS®
	The Research Property Name	No	aes0 (	

Whis toke presenced by Kenneth W Linder, | Lindery Busin of the Vegas | 785-316-4868 |

Instanetrossis



## COUNTER OFFER NO. \_\_\_\_2\_\_\_

ATTENTION:	Saumath Losman	COMPANY:_		na Vagas
The Offer X Co	(Agent) notes Offer made by: 🔀 Sell	er [] Buyer		Trustee
dated: November is hereby submitted:  1. Sales Price:	treal property commonly know 6th, 2616 is not acc to \$560,000. To be \$10,600.	ran es: <u>1969 Roes</u> epted in its present	(Name)	LASVEGAS  3 Counter Office
	AGE(S) ATTACHED. This se attached page(s).	i Counter Offer is	not complete without	the additional
agreed to in Counter O.  EXPIRATION: B.  (day)	other terms to remain the sa ffer(s) No	by: 5 Al	VX PM on (month) er Offer is accepted by e	Novamer ,
Date:11/07/281	8 Buyer	Snil Bush	Buckey Diving Youst	Signature
Time:1:39.cm.		(Anseli	Chos, Burkow Living Tru	
The undersigned B accepts the Cor x accepts the term rejects the Countries	unter Offer; us of this Counter Offer subje	ect to the altached (	ionater Offer No	; DX
	Tables Author			
Date:11/7/2616	Buyer 1729	L'Omicon Ionam L'Omicon Ionam L'Omicon Ionam	Soulden, Esuates	Signature
Time:	Buyer []	Seller	<b></b>	Signature
Consum Offer Nev. 5/12		9 2012 G	freater Les Veges Association	nCRBALTORSØ
Táls Core pro- Greathairth	sonted by Ne, bruged & Reyktile ( but edgmell.com	ig Housda Frograndus ( 769		Intiansivass



### COUNTER OFFER NO. \_\_\_1\_\_

ATTENTION:	orres Baylatis (Agont)	COMPANY:	ERHS W Prop (Name)	
The [8] Offer [ ] Counter	Offer made by: [ ] Sel	ler 🗵 Buyer	Burkoy Living (	lrust
to Buy Sell the real	property commonly kr	MANY SE' 1966 RESERVE	1	Las Veras
dated: November 652 is hereby submitted: 1. Sales price shal 2. Earnest money de 3. Title and escrow	1 be \$600,000. posit shall be	cepted in its present fo \$25,000.	orm, but the following	ig Counter Offe
ADDITIONAL PAGE additional terms on the air	S) ATTACHED, Thi ached page(s).	is Counter Offer is a	ot complete withou	t the additions
OTHER TERMS: All other agreed to in Counter Offer(s EXPIRATION: [X] Buyer (day) 7th (3) and delivered to the [ ] Buyer lapse and be of no further for	) No	i by: 4:00 [] AM[	Y PM on (month)	Navenbez
Date: 11/06/2016	Actionities  Majark 3.3a  Billyee (90)	o. Sella Verjorie e sou	iden, Trustes	Signature
Time: 12:33 PM	☐ Buyer ☐	Soller		Signature
		********		
The undersigned 🔀 Buyer  accepts the Counter of  accepts the terms of rejects the Counter C	Offer: this Counter Offer subj	ject to the attached Cou	mter Offer No.	.2; or
Dare: 11171aeis		Parl Burks	eV	······································
Time: <u>130 PM</u>	(*) noyer []	Soller Carl Burkow  Soller Angeline Burko	Berkery	Signature
79	(W) Buyer ()	Jeliella mideratio person	777	ammagic
Counter Offer Rev. 5/12		© 2013 Great	ser Las Vegas Associatio	n of Keal Turso
This Love persuated ( Rington Final Property	ny Kamandi I Laman i Limpey a aon	Strongs of Las Vogas ( 702-235-	4669	Instanetrows

AA000269





	RESIDENTI	al purchase agre	ement	
		Joint Escrow Instructions)	Date:	11/05/16
1960 Bosk erty or unincon Zip 899  contained here	w Living Trust  WREE CT  Wasid area of LASVE  17 A.P.N. # 163-03-  Five Sundred Fifty Thouse m: BUYER & does - OR does no	Carl & Angeline Burker  GAS County of 313-688 for the purchase pric additional deliars ("Pur intend to occupy the Property as	CLARK  CLARK  CLARK  Te of S  chase Price") on to a residence.	ersby offers to purchase Property"), within the State of Nevada, 550,000.09 he terms and conditions
Buyer's 0	ffer			
L FINA \$ 5,000.00	A. EARNEST MONEY DEPOS accepted deposited within one (1) business business days if wired in: \$\incertains \text{Escription}	IT ("EMD") is O presented with r offer . Up day from acceptance of offer (s	een Acceptance, is defined in Sect	Earnest Money to be ion 23 herein) or
	Trust Account, (NOTE: It is a feld fine-sta write a chack for which there	ny in the State of Nevada-pinishab	le by up to four yea	
ξ	B. ADDITIONAL DEPOSIT x additional deposit C will +OR+ C deposit should be set forth in Sect	will not be considered part of the	fore (date) EMD. (Any cond	litions on the additional
S	C. THIS AGREEMENT IS CO!	VTINGENT UPON BUVER QU VA. G. Other (specify)	ALIPYING FOR	A NEW LOAN:
\$	D. THIS AGREEMENT IS C FOLLOWING EXISTING LOA (I Conventional, O FMA, O V Interest: O Fixed rate, year provide the Promissory Note and I within FIVE (S) calendar days of o	N(S): 'A, D Other (specify) s - OR D Adjustable Rate, be mass recent monthly waterness	years. Seller	further agraes to
	E. BUYER TO EXECUTE A <u>P</u> IN"FINANCING ADDENDUM		D BY DEED OF	trust per terms
\$ 545,000.00	F. BALANCE OF PURCHASE Close of Escrow ("COS").	PRICE (Belence of Down Psys	ment) in Good Ft	ads to be paid prior to
\$ 550,000,00	G. TOTAL PURCHASE FRICE and costs associated with the purch			corations, or other fees
a. Addin	ioral financial terms &	CONTINGENCIES:		
A. completed loan factual credit re	NEW LOAN APPLICATION: application to a lender of Buyer's c port and review of debt to incom	holee and (2) furnish a presporey	ral letter to Seller	based upon a standard
and a second transfer on the second designation of	iedges that helshe has read, understood, by addendum or counteraller.			
Buyer's Mans Propeny Address	erkow living Trust Ca 1960 ROSEMERE CT	rl & Angelins Burkey	Buyer(s) in Scller(s) in	mals: 5
Box 85/14		Les Veses Assuciation of REALTORS's		Page Lof 10

This form presented by Mo. Lorree D Sayiatis ( SHBS Mavada Eroperties : 702-250-5735 : LorreeSayistixSgosil.com

lostonetrosas

2 3	applicable time frame. Solice reserves the right to terminate this Agreement. In such event, both parties agree to cancel the extrem and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.
4	
5	B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is confingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a ficensed appraisar, Buyer receives written
7 8	notice from the londer or the appraiser that the Property has appraised for less than the purchase price in "Notice
ĝ	of Appraised Value") Buyer may attempt to renegoniate or cancel the RFA by providing written notice to the Seller (with a copy of the Appraisal) no later than
10	Huyer without the requirement of written authorization from Seller. If this Residential Purchase Agreement is not cancelled, in
11	writing on or before the Appraisal Deadline, Suyer that he deemed to have waived the appraisal contingency
12	
13	C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the
14	loan informed in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in
15	writing, attempt to renegorists, or cancel the RPA by providing written notice to the Seller to later than n/2 calendar
16 17	deys after Acceptance of the RPA; whereupon the EMD shall be raisused to the Buyer without the raquirement of written unbourzation from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan
18 19	Contingency Dendline, Buyer shall be deemed to have wrived the loan contingency
20	D. CASH PURCHASE: Within 4 business days of Acceptance, Buyer agrees to provide written evidence
21	from a bone fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
22	written avidence within the above period, Seller reserves the right to terminate this Agreement
23	William Branches William and an bright Cathor and the Color of the Color of the Cathorina Cathorina
24	3. SALE OF OTHER PROPERTY: This Agreement # is not -OR- O is contingent upon the sale (and closing) of
25	another remember which street in
26	another property which address is  Said Property 🗆 is 🖂 is not currently listed -OR-D is presently in exceed with
27	Escrow Number: Proposed Clusing Date:
28	CONTACT TANADAS
29	When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
30	Seller If Buyer's escrew on this other property is terminated, abandoned, or does not close on tune, this Agreement will
33	terminate without fluther notice unless the parties agree otherwise in writing. If Seller accepts a bone fide written after from a
32	third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shell give Buyer
33	written notice of that fact. Within three (3) calendar days of receipt of the notice, Buyer will waive the contingency of the sale
34	and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the
35	waiver of contingency must be accompanied by ressumable evidence that funds needed to close escrib will be available and
36	Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.
37	
38	4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of licus, with the sale of
39	the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement,
46	all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: clearrical,
41	mechanical, lighting, plumbing and heating fixtures, ceiling fix(s), fiveplace insert(s), gas logs and gretes, solar power
42	system(s), built-in appliance(s) including ranges/ovens, window and door acreens, awaings, shutters, window coverings,
43	attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air
44	coolers/conditioner(s), pool/sps equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping,
45	troes/shrub(s), water softener(s), water perificus, security systems/sharra(s);
46	
47	The following additional items of pursonal property:
48	
40	
49	s. ESCROW:
50	
51	A. OPENING OF ESCROW: The purchase of the Property shall be consumunated through Exerow
52	("Escriw"). Opening of Escrew shall take place by the end of one (1) business day after Acceptance of this Agreement
53	("Opening of Excrow"), at
54	("Opening of Escrow"), at Jaimte Ginanas utile or escrow company ("Escrow Company" or "ESCROW HOLDER") with Regulty Title ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
3 <b>\$</b> 36	Eccrow Company may assign). Opening of Estrow shall occur upon ascrow Company's receipt it this timy accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and
	Each party acknowledges that hashe has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise medified by addendum or countervites.
	Buyer's Name: Burkow Living Trust Carl & Angaline Burkow Buyer(s) INTIALS: 13
	Property Address: 1980 ROSEMERE CT SELLER(S) INSTALS:
	Bay, 05/16 ©2018 Greater Las Veges Association of REALTORES Page 2 of 10
	This form presented by Mr. Lorner D Bayletic ( SHES Neverbu Properties ( 702-250-5735 ) instance ( instance)

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23

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before:

12/30/15 (date). If the designated date falls on a weakend or holiday, COE shall be the next business day.

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

5. TITLE INSURANCE: This Purchase Agreement is contingent upon the Sellar's ability to deliver, good and marketable little as evidenced by a policy of little insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

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

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B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Royer's sole discretion, that the results of the Due Diligence are unaccoptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Furchase Agreement by providing written notice to the Seller, whereupon the Exmest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller may objections Buyer has arising from Buyer's Due Diligence.

C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS: If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7. Buyer shall be deemed to have waived the Due Diligence Condition.

Buyer's Initials

Buyer's Initials

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

REDUCE AS NOT LEADER FOR AS WELL					ودريم مشروب
Suyer's Name: Burke	w Living Trust	Carl & Angeline		Buyer(s) inttials:	<u>CB / 48</u> -
Property Address 1960	RUSEMERE CT	*******************************	***************************************	SELLER(8) INITIALS:	
Bev. 05/16	\$16 a d d d d d	colistiones Asser and entrese	of REALTORS®		Rage kof it

This form presented by Ms. Lorrer D Baylatis ( BHBS Nevada Properties ( 702-256-5735 ) NotrephaviatisSquall.com

Instanetrasus

D. INSPECTIONS: Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, excitified building inspectors and/or other qualified professionals who will inspect the Property. Soller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are surred on and supplied to the Property within two (2) husiness days after Acceptance of this Agreement, to remain on until COE. It is strongly recommended that Huyer retain licensed Nevada professionals to conduct inspections. If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrew unless the Parties prescur instructions to the contrary prior to COE, along with the applicable invoice.

(identify which party shall pay for the inspectium nated below either: SELLER, BUYER, 50/58, WAIVED or NA.)

Type	Psid By	Type	Paid By	Type	Paid By
Ecergy Audit	Waived	Fungal Centeminant Inspection	bovies	Well Inspection (Quantity)	n/a
Home Inspection	Bayes.	Mechanical Inspection	Buyer	Well Inspection (Quality)	N/A
Termite/Post Inspection	Waived	Fool/Spa Juspection	Buyez	Wood-Burning Device/ Chimney Inspection	n/a
Roof Inspection	Muyer	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Suyer
Survey (typs):	R/A	Other:		Other:	

- E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fingul contaminant. Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.
- BUYER'S REQUEST FOR REPAIRS: It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or commetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.
- 8. FEES, AND PRORATIONS (identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A.	TITLE.	ESCROW	& APPRAISAL	FEES:

Tvoe	Paid By	Type	Paid By	Type	Paid By
hsorow Ferry	50/80	Lender's Title Policy	A/M	Owner's Title Policy	Seller
Real Proposity Transfer Tax	Søller	Appreisal	Weived	Other	

- B. PRORATIONS: Any and all cents, taxes, interest, homeowner association fees, trash service fees, payments on bends, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prevations will be based on a 30-day month and will be calculated as of COE. Provations will be based upon figures available at closing. Any supplementals or adjustments this occur after COE will be handled by the parties autside of Escrew.
- C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("FTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be decrard accepted. If Buyer makes an objection to any item(s) contained within the PTR, Soller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller falls to have each such

Each party acknowledges that beishe has road, understood, and agrees to each and every provision of this page unless a particular paragraph it otherwise modified by addendum ar counterfiler.

Buyer's Name: Burkow Living Tr	ust - Carl & Angeline bunkow	BUYER(S) POTIALS: 23/
Property Address 1960 ROSEMERS C	T	SELLER(S) IMPRALS:
Rev. 05/16	#2016 Greater Lus Vegas Association of REALTORS®	Page 4 of 10

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Instanctiones

notice to Sell	er and Escrow O	Micer, earidis	ig Buyen to a refound of the L	MiD or (b) slee	i to accept title to the	Property as is. All
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AND RESIDENCE OF THE PARTY OF T	0 to 1	duyer's Lend	er's Fees and/or Buyer's Ti	tle and Escrow	Fees () including	-OR- [] excluding
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Plan at a price	not to exceed \$_				n Plan. Neither Sells	r our Brokers make
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tender to Buy	yer marketable	title to the l	Property free of all encoun	abrances other	than (1) content re	eal property taxes,
utility casema	nts; and (4) obli	igations avsu	med and encombrances ac-	cepted by Buye	er prior to COE. Bu	
Property may	do regescancie sai	st CCAP willer	u may teamt in a tear brober.	Cy TBX Incresses o	e orgensss.	
10. CON Seller shall pi	IMON-INTERE ovide AT SELL	ST COMM ER's EXPE	UNITIES: If the Property in NSE the CIC documents a	is subject to a ( s required by )	Common Interest Co NRS 116.4109 (colle	ommunity ("CIC"), ectively, the "resale
				m days of Acc	eptence and provide	the same to Buyer
a Porce	ount to NRS 118	(4100 Bare	r may cancel this Apreem	emi without na	deinbluch bittett valen	t of the fifth (5th)
calen	dar day followir	e stati aitt gr	f receipt of the resals pack	age. If Buyer e	lects to cancel this A	tgreement pursuant
		must deliver,	via hand delivery or prepaid	i U.S. mail, a w	ritten actice of each	eliation to Seller or
		reive the rec	ola nackone within lifteen	rebestes (21)	dave of Accentanc	e, this Appearant
may	be esneelled in f	all by Buyer	without pennity. Notice of	f canceliation st	all be delivered pur	suant to Section 24
decon specif penal	nents requested blied three period, ties at COE.	y ESCROW the resale p	HOLDER to facilitate the re- ackage will be deemed ap-	cfund If written proved. Soller s	cancollation is not i shall pay all outsian	essived within the ding CIC fines or
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() Other	: (Hst)	*******************************	**************************************		***************************************	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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Rev. 05/18	1960 ROSEME		6 Greater Las Vegas Association of		seller(s) mitial	Sage 5 of 10
	notice to Seliuide exception  S.  Costs which S.  different apparatus a price any represents  9. TRA tender to Bur (2) covenants, utility casements Property may  18. COM Selker shall price and this au  If Bur  raken of the  Upon decome specification  If DISC following Disc  RUYER, 50/56  CIC Deman  Other:  I. DISC following Disc  Seller  Const Seller  Lead- Const Seller  Each party aches otherwise modilio  Buyer's Name.	D. LENDER A  E. D.	D. LENDER AND CLOSIS  D. LENDER AND CLOSIS  D. LENDER AND CLOSIS  Em Buyer's Lond costs which Seller must pay pursuant to los different appraisal and financing requirement  E. HOME PROTECTION Protection Plans that provide coverage to B  Fan as a price not to exceed \$ 193.00  any representation as to the extent of covera  9. THANSFER OF TITLE: Upon tender to Buyer marketable title to the (2) covenants, conditions and restrictions (utility casemants; and (4) obligations assured Property may be reassessed after COE which  10. COMMON-INTEREST COMM Seller shall provide AT SELLER's EXPE package"). Seller shall request the resale psyithin one (1) business day of Seller's receipt this authorized agent.  Fursuant to NRS 116-4109, Buyer calendar day following the date of this statute, he'she must deliver, his authorized agent.  If Buyer does not receive the resemy be exacelled in full by Buyer of the RPA.  Upon such written cancellation, But decoments requested by ESCROW specified time period, the resale pomalties at COE.  A. CIC RELATED EXPENDIAGE.  BUYER, 50/50, WAIVED or N/A)  TORE  Paid By  CIC Decoment  11. DISCLOSURES: Within five (following Disclosures and/or documents. Ch  Sellers Real Property Disclosure For Lead-Based Paint Disclosure and (1) Other: (fist)  Each party advanced agent that based has read, and otherwise modified by addendars or counteroffer.  Each party advanced agent that based has read, and otherwise modified by addendars or counteroffer.  Each party advanced agent that based has read, and otherwise modified by addendars or counteroffer.  Each party advanced agent that based has read, and otherwise modified by addendars or counteroffer.  Enter Caseman Author Laving Frust  Enter Caseman Author Laving Frust  Enter Caseman Author Laving Frust	notice to Selies and Escrow Officer, entiting Buyes to a refund of the I little exceptions approved at deemed accepted are hereafter collectively  1. LENDER AND CLOSING FRES: In addition to S  2. D. D. Buyer's Lender's Frees and/or Buyer's Ti costs which Seller must pay pursuant to loan program requirements. D. different appraisal and financing requirements, which will affect the path of the path of the property of the path of the say impresentation as to the exceed \$ \$3.00 \$ Buyer after COE. Buyer Of the path of the say impresentation as to the exceed \$ \$3.00 \$ Buyer shall tender to tender to Buyer marketable title to the Property free of all crown collections and restrictions (CC&R's) and related restrictions (CC&R's) and restrictions	D. LENDER AND CLOSING FEES: In addition to Seller's expenses  D. LENDER AND CLOSING FEES: In addition to Seller's expenses  D. Dilyer's Londer's Fees and/or Buyer's Thie and Escrow costs which Seller must pay pursuent to loan program requirements. Different loan by different appraisal and financing requirements, which will affect the parties rights and financing requirements, which will affect the parties rights and the project coverage to Buyer after COE. Buyer of waives—OR—\$ 1 Protection Plans that provide coverage to Buyer after COE. Buyer will order the Home Protection Plans that provide coverage to Buyer after COE. Buyer will order the Home Protection properties on to exceed \$ \$95.00 Buyer will order the Home Protection properties on the extent of coverage or deductibles of such plans.  9. TRANSFER OF TITLE: Upon COE, Buyer shall tender to Seller the agree tender to Buyer marketable title to the Property free of all encombrances other (2) coverants, conditions and restrictions (CC-&R's) and related restrictions, (3) zonim utility casements; and (4) obligations assumed and encombrances occepted by Buyer Property may be reassessed after COE which may result in a real property tax increase of the shall provide AT SELLER's EXPENSE the CC documents as required by Property may be reassessed after COE which may result in a real property tax increase of the shall provide AT SELLER's EXPENSE the CC documents as required by Property may be reassessed after COE which may result in a real property it subject to a Seller shall request the resule package within two (2) business days of Acceptance of this stants, he'she must deliver, via hand delivery or prepaid U.S result may be caseesfied in full by Buyer may cancer first Agreement without passater, Notice of cancellation of the RPA.  11 Figure does not receive the resule package within fifteen (15) calendar may be caseesfied in full by Buyer without passater, Notice of cancellation of the RPA.  12 Faid By Type Paid By Type Paid By Property Disclosure Form: (NRS 112.13	S. 0 Buyer's Londer's Fees and/or Buyer's Title and Escrow Fees. C including costs which Seller must any pursued to loss program requirements. Different loss types (e.g., FHA, VA, different appraisal and financing requirements, which will affect the parties rights and costs under this different appraisal and financing requirements, which will affect the parties rights and costs under this Agreement protection Plants that provide coverage to Buyer after COE. Buyer of waives -OR. # requires a Home F van

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the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/nothing, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Boyer. To inciliate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Boyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are decided satisfactory, and Buyer releases Seller's Hability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise pravided by law.

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, sharm codes, garage door opener/controls and, if freely transferable, parking pennits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a nest and orderly, broom-clean condition and tender possession no later than COE—OR——

In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the dare indicated in this section shall be considered abandoned by Seller.

- 15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is described before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.
- 16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.
- 17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters permissing to this transaction (unless otherwise provided herein or except as otherwise provided by law).

### 18. DEFAULT:

4)

 A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispate resolution process, through GLVAR. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(5) INITIALS:

SELLER(S) INITIALS.

- B. IF SELLER DEFAULTS: If Selles defaults in performance under this Agreement, Buyer reserves all logal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.
- C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller's sole legal resource. Seller may resain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party sexampledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular passgraph is other mise modified by addendum or anunterellar.

Buyer's Nerse:	Surkow Living Trust Carl & Angaline Murkew	BUYER(S) INITIALS: *3
Fropeny Address	1960 ROSEMERE CT	SELLER(S) (NYTIALS/
Rev. 05/16	\$2016 Greater Las Yogns Association of REALTORS&	Page 6 of 10

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### Instructions to Escrow

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- ESCROW: If this Agreement or any matter relating herato shall become the subject of any higation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligeness or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monier with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manuer, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents raceived by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attenuey fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.
- UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, hald by ESCROW HOLDER, for such a period of time that they are dremed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is besely authorized to impose a charge upon the dormant escrew account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormain escrew account for as long as the funds are hold by ESCROW HOLDER.

#### Brokers

- BROKER'S COMPENSATION/FEES: Buyer herein requires, and Selier agrees, as a condition of this Agreement, that Soller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement. that certain sum and/or percentage of the Purchase Price (commission), that Solier, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Soller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer !) will -OR- & will not pay Buyer's Broker additional compensation in an amount determined between the Huyer and Huyer's Broker.
- WAIVER OF CLAIMS: Buyer and Selier agrees that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly usued herein. Buyer agmes to satisfy himselftherself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) insecurate estimates of acroage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's preximity to freeways, sirports or other missances; (f) the summer of the Property, (g) tax consequences; or (h) factors related to Buyer's failure to conduct welk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is himited, under any and all circumstaness, to the amount of that Broker's commission/fee seceived in this transaction

### Other Matters

DEFINITIONS: "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a

Each party acumanicates that beishe has read, anderstood, and agrees to each and every provision of this page suless a particular paragraph is otherwise modified by addendum or counteroffer.

Huver's Name:	Burkow Living Trust Carl & Angeline Murkow	blyer(s) initials	Barrier Galler
Property Address:		SELLER(S) INITIALS:	
	\$2016 Oresio Las Vegez Association of REALTORS®		Page 7 of 16
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developer. "Agreement" includes this document as well as all accepted counteroffers and addeeds. "Appraisat" means a written appraisal or Notice of Value as required by any lending institution proposed by a heartest or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real astate broker listed herein representing Soller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays "Calendar Day" means a calendar day fromto midnight unless otherwise specified. "CFR" means the Code of Federal Regulations "CIC" means Common Interest Community (formerly known as "HOA" or homeowors associations). "CIC Capital Contribution" means a onetime non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Excrew (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the lathere of a Perty to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered in Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's carnest money deposit. "Exeraw Holder" means the neutral party that will bendle the closing "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (fax code). "LID" means Limited Improvement District.
"N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statues as
Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PAR" means private mortgage insurance "FST" means Pacific Standard Time, and includes daylight savings time if in affect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the perty or the party's agent "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "6ID" means Spenial Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

### 14. SIGNATURES, DELIVERY, AND NOTICES:

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42.

- A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.
- B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of small. Delivery of all insumments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Exercise in the same manner.
- 25. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
- 26. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement shall be railed or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisces of the parties freeto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party freiten retain counsel for the purpose of initiating hitigation to enforce or prevent the breach of any prevision hereof, or for any other judicial temedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

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

Each party acknowledges that before treed, anderstood, and agrees to each and every previous adversion modified by addendum or counteraffer.	in the page differs a prosecution from the Da
Buyer's Name: Buckow Living Trust Carl & Augeline Buckow	SUVERISH SICTIALS: 6B , GO
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This form presented by Ms. Lorres C Sayiztis ( bills Novada Properties : 76% IncrestrylatioSympil.com	BOIGHG://www

(GLVAR), NO REPRESENTATION IS MADE AS TO THE LEGAL VALI PROVISION IN ANY SPECIFIC TRANSACTION, A REAL ESTATE BROKER ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL ( APPROPRIATE PROFESSIONAL.	OR TAX ADVICE, CONSULT AN
This form is available for use by the real estate industry. It is not intended to REALTOR® is a registered collective membership mark which may be used on ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.	identify the user as a REALTURY dy by members of the NATIONAL
27. ADDENDUM(S) ATTACHED:	
28. ADDITIONAL TERMS:  1. To verify if any written documentation exists leader concerning the costs and maintenance of the cul-decenter any other explanation how these matters are	petween the homeowners
Buyer's Acknowledgement of Of	<i>f</i> er
Confirmation of Representation: The Buyer is represented in this transaction by:  Buyer's Broker: Forzost Barben Agent's Name: L	S.031466.XLC
Company Name: Bilks Nevada Properties: Agent's License Number:  Broker's License Number: Office Address. 8650 %	Sunast Rd Ste 200 Vegas NV 89148
Broker's License Number: Office Address. 8850 % Phone: 702-250-5735 City, State, Zip: had Fex: 702-317-3274 Email Lorrsess.	yiatis?qmail.com
BUYER LICENSEE DISCLOSURE OF INTEREST. Pursuant to NRS 645.252(1)(c) he/she is a principal in a transaction or has an interest in a principal to the transaction. Lt.   *** DOES NOT have an interest in a principal to the transaction. OR—  DOES have the following interest, direct or indirect, in this transaction. U Prince relationship with Buyer or ownership interest in Buyer (if Buyer is	cipal (Buyer) -OR- O faculty or fir an entity): (specify relationship
Seller must respond by: 5:90 [AngapM] on (month) November (da	y) 9, (year) 2015. Unless
and time, this offer shall lapse and be of no turther force and enect. Upon Acre	16 1 16:45
and stone this offer shall lance and he of no further force and chief. Upon Acces	Date Time
each provision of this Agreement, and all signed addends, disclosures, and attachments.  Burkop Laving Trust  Burkop Printed Name	Date Time CAMORPM  Date Time  10 145  Date Tems
and time, this offer shall lapse and be of no further force and effect. Then are each provision of this Agreement, and all signed addenda, disclosures, and affachments.  Buyer's Printed Name  Buyer's Printed Name  Carl & Angeline Burkow  Buyer's Printed Name  Pack parts schoolstake that beishe has read, maderateed, and agrees to each and every provision	Date Time Constitution Time  To the Tome  Time
each provision of this Agreement, and all signed addends, disclosures, and affachments.  Buyer's Rignature  Buyer's Printed Name  Buyer's Rignature  Carl 5 Angeline Burkow  Hnyer's Rignature  Each party scheowiedges that beishe has read, nesersteed, and agrees to each and every provision of the modified by addendum or enerterafter.	Date Time CAMEPM  Date Time  10.145  Date Time
each provision of this Agreement, and all signed addends, disclosures, and affachments.  Buyer's Signature  Buyer's Printed Name  Buyer's Figurature  Carl 5 Angeline Burkow  Buyer's Printed Name  Each party scheowiedges that he/she has read, maderated, and agrees to each and every provision of concretion modified by addendum or spanteroffer.	Date Time  IC '4 S  Date Time  IC '4 S  Date Time  Of this page unless a pasticular paragraph

	Selle	's Response	***************************************		
Confirmation of Representation:	The Seller is represente	d in this transaction by:			
Selier's Broker: Remneth Company Name: Luxury Romes	of Las Vaces	Agent's Name: Agent's License Nun	ber:	B.00351	
Broker's License Number:		Office Address: 785	6 W Sahara A	We a The	
Broker's License Number: Phone: 702-216-46 Fex: 702-216-46	663	City, State, Zip:	Las Vegas		10572-1586
Fax: 702~215~46	64	Emsil: *lows	aug frankalduci	24874.CO	F
SELLER LICENSEE DISCLOSU if he/she is a principal in a transactio DOES NOT have an interest in	n or has an interest in a	a principal to the transacti action —OR—	on, Licensee de	ciares that	he/she:
DOES have the following intere relationship with Seller or ownership	st, direct or indirect, it	this transaction: C) Prince	relationship)	R- O fasu	ly or term
under FIRPTA. Additional informati if Seller is a foreign person then the accordance with FIRPTA, unless an necessary documents, to be provided Section 1445). SELLER DECLARIES that he/she withhelding SELLER(S) INITIAL	Buyer must withhold s exemption applies. So I by the Buyer's FIRP	itex in an amount to be d slier agrees to sign and do TA Dasignee, to determin	cteranged by H liver to the Buy se if withholdin	ayer's PIRP yer's PIRP ng is requir	FIA Designee I TA Designee I ed. (See 26 US
withhelding. SELLER(S) INITIAL  ACCEPTANCE: Seller(s) acknowled all signed addenda, disclosures, and all signed addenda	owledges that he/she is and attachments. cepts the terms of this i	accepts and agrees to be b	nund by each p	rovision of er Offer #1	this Agreeme
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### **Tax Report**

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### DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

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           spacious kitchen with granite counters, enormous island, nook, pantry and not sink the master bedroom has a fireplace, jetted tub, separate shower and French doors to the spacious backyard with
Ag/Ag sparkling swimming pool, spa, built-in 88Q and lush, well established landscaping! With 5 hedrooms, 4 1/1 Remarks bathmons, this home is ideal for family living.
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GLVAR BEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

# Exhibit 10

# Exhibit 10

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Steven D. Grierson CLERK OF THE COURT 1 ORDR Richard E. Haskin, Esq. 2 Nevada State Bar # 11592 Timothy P. Elson, Esq. Nevada State Bar # 11559 3 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 4 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596 5 (702) 836-9800 6 Attorneys for Defendants 7 TRUDI LEE LYTLE, JOHN ALLEN LYTLE, & THE LYTLE TRUST 8 DISTRICT COURT 9 CLARK COUNTY, NEVADA 10 11 A-16-747800-C Case No.: MARJORIE B. BOULDEN, TRUSTEE OF THE 12 Dept.: MARJORIE B. BOULDEN TRUST, LINDA 13 LAMOTHE AND JACQUES LAMOTHE, ORDER GRANTING MOTION TO TRUSTEES OF THE JACQUES & LINDA ALTER OR AMEND FINDINGS OF FACT LAMOTHE LIVING TRUST 14 AND CONCLUSIONS OF LAW Plaintiff, 15 Hearing: June 29, 2017 16 TRUDI LEE LYTLE, JOHN ALLEN LYTLE, 17 THE LYTLE TRUST, DOES I through X, inclusive, and ROE CORPORATIONS I through 18 Defendants. 19 20 Plaintiffs' Motion for Partial Summary Judgment and Defendants' Counter Motion for 21 Summary Judgment having come on for hearing before this Court on of April 13, 2017. Plaintiffs 22 Marjorie Boulden and Linda Lamothe appeared with their counsel, Daniel T. Foley, Esq. and 23 Defendants John Allen Lytle and Trudi Lee Lytle, as Trustees of the Lytle Trust, appeared with their 24 counsel, Richard Haskin, Esq. After hearing, the Court entered Findings of Fact, Conclusions of 25 Law and entered an Order Granting Plaintiffs' Motion for Partial Summary Judgment on April 25, 26 2017. 27 28 /// 1 1 ....

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On June 29, 2017, Defendants' Motion for Reconsideration or, in the Alternative, Motion to Alter or Amend Judgment, came on for hearing. Plaintiffs Marjorie Boulden and Linda Lamothe appeared with their counsel, Daniel T. Foley, Esq. and Defendants John Allen Lytle and Trudi Lee Lytle, as Trustees of the Lytle Trust, appeared with their counsel, Richard Haskin, Esq.

The Court having reviewed the Defendants' Motion, Plaintiff's Opposition and the Defendants' Reply, all documents attached thereto or otherwise filed in this case, and good cause appearing therefore, grants Defendants' Motion to Alter and Amend Judgment pursuant to EDCR 2.24(b), and the Court makes the following Amendment Findings of Fact and Conclusions of Law, granting Plaintiffs' Motion for Partial Summary Judgment.

### FINDINGS OF FACT

- 1. Mrs. Boulden is trustee of the Marjorie B. Boulden Trust (hereinafter "Mrs. Boulden") which owns that residential property known as parcel number 163-03-313-008 also known as 1960 Rosemere Ct., Las Vegas, NV 89117 ("the Boulden Property").
- 2. Mr. and Mrs. Lamothe are the trustees of the Linda Lamothe and Jacques Lamothe Living Trust (hereinafter "Mr. and Mrs. Lamothe") which owns that certain residential property known as parcel number 163-03-313-002 also known as 1830 Rosemere Ct., Las Vegas, NV 89117 (the "Lamothe Property").
- 3. The Boulden Property and the Lamothe Property are located in the Rosemere Court subdivision and are subject to the CC&Rs recorded January 4, 1994 (the "Original CC&Rs").
- 4. John Allen Lytle and Trudi Lee Lytle are the Trustees of the Lytle Trust (collectively the "Defendants") which owns that certain residential property known as parcel number 163-03-313-009 (the "Lytle Property").
- 5. In 2009, the Defendants sued the Rosemere Estates Property Owners Association (the Association") in the Eighth Judicial District Court, case # A-09-593497-C (the "Rosemere LPA Litigation").
  - 6. None of the Plaintiffs were ever parties in the Rosemere LPA Litigation.
- 7. None of the Plaintiffs were a "losing party" in the Rosemere LPA Litigation as that term is found in Section 25 of the Original CC&Rs.

8.	The Defendants obtained a Summary Judgment for Declaratory Relief from
District Court i	in the Rosemere LPA Litigation, which found and ruled as follows:
	The Association is a limited purpose association under NRS 116.1201, is not a Chapter 116 "unit-owners' association," and is relegated to only those specific duties and powers set forth in Paragraph 21 of the Original CC&Rs and NRS 116.1201.
	The Association did not have any powers beyond those of the "property owners committee" designation in the Original CC&Rs – simply to care for the landscaping and other common elements of Rosemere Estates as set forth in Paragraph 21 of the Original CC&Rs.

- c. Consistent with the absence of a governing body, the Developer provided each homeowner the right to independently enforce the Original CC&Rs against one another.
- d. The Amended and Restated CC&Rs recorded with the Clark County Recorder's Office as Instrument #20070703-0001934 (the "Amended CC&Rs") are invalid, and the Amended CC&Rs have no force and effect.
- 9. Pursuant to NRS 116.1201(2) much of NRS Chapter 116 does not apply to the Association because it is a limited purpose association that is not a rural agricultural residential community.
- 10. After obtaining Summary Judgment in the Rosemere LPA Litigation, the Defendants filed a Motion for Attorneys' Fees and Costs against the Association, and conducted a prove-up hearing on damages. After hearing all matters, a Final Judgment was entered in the Defendants' favor against the Association for \$361,238.59, which includes damages, attorneys' fees and costs (the "Final Judgment").
- 11. After obtaining the Attorneys' Fees Judgment, the Defendants, on August 16, 2016, recorded with the Clark County Recorder's office an Abstract of Judgement referencing the Final Judgment against the Association, recorded as Instrument #20160818-0001198 (the "First Abstract of Judgment").
- 12. In the First Abstract of Judgment, the Defendants listed the parcel numbers of the Boulden Property and the Lamothe Property as properties to which the First Abstract of Judgment and Final Judgment was to attach.

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1	3.	On Septemb	er 2, 201	6, the Def	fendants re	corded	with the	Clark	County	Recorder's
office an	a Abstr	act of Judge	ment refer	encing the	e Final Jud	gment a	against the	e Asso	ciation, 1	recorded as
Instrume	ent #20	0160902-000	2684 (the	"Second	Abstract	of Jud	gment").	The S	Second A	Abstract of
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14. On September 2, 2016, the Defendants recorded with the Clark County Recorder's office an Abstract of Judgement referencing the Final Judgment against the Association, recorded as Instrument #20160902-0002690 (the "Third Abstract of Judgment"). The Third Abstract of Judgment listed the parcel number of the Boulden Property only as the property to which the Judgment was to attach.

### **CONCLUSIONS OF LAW**

- 1. The Association is a "limited purpose association" as referenced in NRS 116.1201(2).
- 2. As a limited purpose association, NRS 116.3117 is not applicable to the Association.
- 3. As a result of the Rosemere LPA Litigation, the Amended CC&Rs were judicially declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and have no force and effect and were declared void ab initio.
  - 4. The Plaintiffs were not parties to the Rosemere LPA Litigation.
- 5. The Plaintiffs were not "losing parties" in the Rosemere LPA Litigation as per Section 25 of the Original CC&Rs.
- 6. The Final Judgment in favor of the Defendants is not against, and is not an obligation of, the Plaintiffs.
- 7. The Final Judgment against the Association is not an obligation or debt owed by the Plaintiffs.
- 8. The First Abstract of Judgment recorded as Instrument #20160818-0001198 was improperly recorded against the Lamothe Property and constitutes a cloud against the Lamothe Property.

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2	improperly recorded against the Boulden Property and constitutes a cloud against the Boulden
3	Property.
4	10. The Second Abstract of Judgment recorded as Instrument #20160902-0002684
5	improperly recorded against the Lamothe Property and constitutes a cloud against the Lamothe
6	Property.
7	11. The Third Abstract of Judgment recorded as Instrument #20160902-0002690 was
8	improperly recorded against the Boulden Property and constitutes a cloud against the Boulden
9	Property.
10	12. The Court does not make any findings that the Defendants slandered title to
11	Plaintiffs' properties, and this issue is left to trier of fact.
12	<u>ORDER</u>
13	Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing
14	therefore,
15	IT IS HEREBY ORDERED ADJUDGED AND DECREED that Plaintiffs' Motion for
16	Partial Summary Judgment is GRANTED as to Plaintiffs' claims and causes of action for quiet title
17	and declaratory relief, the Second and Third Causes of Action in Plaintiffs' First Amended
18	Complaint.
19	IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that Defendants'
20	Motion for Summary Judgment is DENIED.
21	IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the
22	Defendants improperly clouded the title to the Boulden Property.
23	IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the
24	Defendants improperly clouded the title to the Lamothe Property.
25	IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the First
26	Abstract of Judgment recorded as Instrument #20160818-0001198 in the Clark County Recorder's

The First Abstract of Judgment recorded as Instrument #20160818-0001198 was

Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

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IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Second Abstract of Judgment recorded as Instrument #20160902-0002684 in the Clark County Recorder's Office is hereby expunged and stricken from the records of the Clark County Recorder's Office. IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Third 4 Abstract of Judgment recorded as Instrument #20160902-0002690 in the Clark County Recorder's Office is hereby expunged and stricken from the records of the Clark County Recorder's Office. 6 /// /// /// /// /// 12 /// /// 13 /// 14 15 /// /// 16 17 /// 18 /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// /// 26 27 /// 28 ///

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27 วร IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants are permanently enjoined from taking any action in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants are hereby ordered to release the First Abstract of Judgment, the Second Abstract of Judgment, and the Third Abstract of Judgment recorded with the Clark County Recorder within ten (10) days after the date of Notice of Entry of this Order.

DATED this 19 day of Guly 2017

DISTRICT COURT JUDGE

Submitted by:

FOLEY & OAKES, PC

Daniel T. Foley, Esq.

626 S. 8<sup>th</sup> St. Las Vegas, Nevada 89101

Attorney for Plaintiffs

Approved in to form:

Richard E Haskin, Esq.

Gibbs Giden Locker Turner Senet & Wittbrodt LLP

1140 N. Town Center Dr., Ste. 300

Las Vegas, Nevada 89144 Attorney for Defendants

# Exhibit 11

# Exhibit 11



#### RECORDING REQUESTED BY

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

AND WHEN RECORDED MAIL TO

Richard E. Haskin GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596

APN No.: 163-03-313-002 APN No.: 163-03-313-008 THIS SPACE FOR RECORDER'S

Inst #: 20170510-0002237

Fees: \$19:00 N/C Fee: \$25.00

05/10/2017 12:02:06 PM Receipt #: 3080272

Requestor:

NATIONWIDE LEGAL

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**CLARK COUNTY RECORDER** 

RELEASE OF ABSTRACT OF JUDGMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)

(Additional recording fee applies)

1 2 3 4 5 6 7 8	RELS Richard E. Haskin, Esq. Nevada State Bar # 11592 Timothy P. Elson, Esq. Nevada State Bar # 11559 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596 (702) 836-9800 Attorneys for Plaintiff JOHN ALLEN LYTLE and TRUDI LEE LYTLE	
9	DISTRICT	COURT
10	CLARK COUNT	TY, NEVADA
11	JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as Trustees of the Lytle Trust,	CASE NO. A-09-593497-C Dept.: XII
12	Plaintiff,	RELEASE OF ABSTRACT OF JUDGMENT
13	V.	JODGNIEN I
14 15	ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION; and DOES 1 through 10, inclusive,	
16	Defendants.	
17	Judgment creditor and Plaintiffs JOHN ALL	EN LYTLE and TRUDI LEE LYTLE, as
18	Trustees of the Lytle Trust ("Plaintiffs") hereby with	ndraw and release the Abstract of Judgment
19	recorded in Clark County Recorder's Office on or ab	oout August 18, 2016 as instrument number
20	201660818-0001198 only as to the real properties id	entified as APN 163-03-313-002 and APN 163-
21	03-313-008.	
22		
23	DATED: May 9, 2017 GIBBS GIDEN SENET & WIT	LOCHER TURNER
24	SENET & WIT	
25	Ву:	
26	Richard E.	Maskin, Esq. ne Bar # 11592
27	1140,₩. To	own Center Drive, Suite 30 Nevada 89144
28	Attorneys f	For Plaintiff LEN LYTLE and TRUDI LEE LYTLE
	1889573.1	

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	STATE OF NEVADA  COUNTY OF CLARK  On May 9, 2017, before me, Shark Berny, the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  SHARA BERRY Notary Public, State of Nevada Appointment to 13-11109-1 My Appl Expires Jun 14, 2017
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#### RECORDING REQUESTED BY

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

AND WHEN RECORDED MAIL TO

Richard E. Haskin GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596



THIS SPACE FOR RECORDER"

Inst#: 20170510-0002235

Fees: \$19,00 N/C Fee: \$25,00

05/10/2017 12:02:06 PM Receipt #: 3080272

Requestor:

NATIONWIDE LEGAL

Recorded By: MAYSM Pgs: 3

**DEBBIE CONWAY** 

**CLARK COUNTY RECORDER** 

## RELEASE OF ABSTRACT OF JUDGMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)

(Additional recording fee applies)

1 2 3 4 5 6	RELS Richard E. Haskin, Esq. Nevada State Bar # 11592 Timothy P. Elson, Esq. Nevada State Bar # 11559 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596 (702) 836-9800 Attorneys for Plaintiff	
7 8	JOHN ÁLLEN LYTLE and TRUDI LEE LYTLE	
9	DISTRICT	COURT
10	CLARK COUNT	Y, NEVADA
11	JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as Trustees of the Lytle Trust,	CASE NO. A-09-593497-C Dept.: XII
12	Plaintiff, v.	RELEASE OF ABSTRACT OF JUDGMENT
14	ROSEMERE ESTATES PROPERTY OWNERS'	
15	ASSOCIATION; and DOES 1 through 10, inclusive,	
16	Defendants.	
17	Judgment creditor and Plaintiffs JOHN ALLI	EN LYTLE and TRUDI LEE LYTLE, as
18	Trustees of the Lytle Trust ("Plaintiffs") hereby with	draw and release the Abstract of Judgment
19	recorded in Clark County Recorder's Office on or ab	out September 2, 2016 as instrument number
20	20160902-0002684.	
21		
22		LOCHER TURNER
23		
24	By:	
25	Richard E. Nevada Sta	1) skin, Esq. de Bar # 11592
26	1146 N. To	wn Center Drive, Suite 30
27	Attorneys f	Nevada 89144 or Plaintiff LEN LYTLE and TRUDI LEE LYTLE
28	, , , , , , , , , , , , , , , , , , , ,	
	1	

	1	STATE OF NEVADA
	2	COUNTY OF CLARK )
	3	On May 9, 2017, before me, Shan Bern , Notary Public, personally appeared
	4	to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
	5	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.
	6	I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing
	7	paragraph is true and correct.
Ą	8	SHARA BERRY WITNESS my hand and official seal.
OT LL	9	My Appt. Expires Jun 14, 2017
BRO	10	Signature Sham Memy (seal)
With	11	· ·
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GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP	13	¥
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#### RECORDING REQUESTED BY

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

AND WHEN RECORDED MAIL TO

Richard E. Haskin
GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP
1140 N. Town Center Drive, Suite 300
Las Vegas, Nevada 89144-0596



Inst #: 20170510-0002236

Fees: \$19.00 N/C Fee: \$25.00

05/10/2017 12:02:06 PM Receipt #: 3080272

Requestor:

NATIONWIDE LEGAL

Recorded By: MAYSM Pgs: 3

**DEBBIE CONWAY** 

**CLARK COUNTY RECORDER** 

## THIS SPACE FOR RECORDE

## RELEASE OF ABSTRACT OF JUDGMENT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)

(Additional recording fee applies)

1 2 3 4 5 6 7 8	RELS Richard E. Haskin, Esq. Nevada State Bar # 11592 Timothy P. Elson, Esq. Nevada State Bar # 11559 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596 (702) 836-9800 Attorneys for Plaintiff JOHN ALLEN LYTLE and TRUDI LEE LYTLE	
9	DISTRICT	COURT
10	CLARK COUNT	TY, NEVADA
11	JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as Trustees of the Lytle Trust,	CASE NO. A-09-593497-C Dept.: XII
12	Plaintiff,	RELEASE OF ABSTRACT OF
13	ν.	JUDGMENT
14 15	ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION; and DOES 1 through 10, inclusive,	
16	Defendants.	
17	Judgment creditor and Plaintiffs JOHN ALLI	EN LYTLE and TRUDI LEE LYTLE, as
18	Trustees of the Lytle Trust ("Plaintiffs") hereby with	draw and release the Abstract of Judgment
19	recorded in Clark County Recorder's Office on or ab	out September 2, 2016 as instrument number
20	20160902-0002690.	
21		
22	DATED: May 9, 2017 GIBBS GIDEN SENET & WIT	LOCHER TURNER TBRODT-HEP
23		
24	By:	
25	Meyada Sta	Maskin, Esq. ne Bar # 11592
26	/1140 N. To Las Vegas,	own Center Drive, Suite 30 Nevada 89144
27	/ Attorneys f	or Plaintiff LEN LYTLE and TRUDI LEE LYTLE
28		
	1 1889579.1	

1	STATE OF NEVADA )
2	COUNTY OF CLARK )
3	On May 9, 2017, before me, Shave Parry, Notary Public, personally appeared probable to the person(s) whose name(s) is/are subscribed
4	to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
5	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.
6	I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing
	paragraph is true and correct.
- 1	WITNESS my hand and official seal.
	Appointment No. 13-11109-1 My Appt. Expires Jun 14, 2017
	Signature Shain Bury (seal)
- 1	
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# Exhibit 12

## Exhibit 12

7/25/2017 8:31 AM Steven D. Grierson CLERK OF THE COURT 1 Richard E. Haskin, Esq. Nevada State Bar # 11592 GIBBS GIDEN LOCHER TURNER 2 SENET & WITTBRODT LLP 1140 N. Town Center Drive, Suite 300 3 Las Vegas, Nevada 89144-0596 Telephone: (702) 836-9800 4 E-mail: rhaskin@gibbsgiden.com 5 Attorneys for Plaintiffs JOHN ALLEN LYTLE and 6 TRUDI LEE LYTLE 7 DISTRICT COURT 8 CLARK COUNTY, NEVADA 9 10 CASE NO. A-10-631355-C JOHN ALLEN LYTLE and TRUDI LYTLE, as Dept.: XXXII Trustees of the Lytle Trust, 11 ABSTRACT OF JUDGMENT Plaintiffs, 12 13 ROSEMERE ESTATES PROPERTY OWNERS 14 ASSOCIATION, a Nevada non-profit corporation; and DOES I through X, inclusive, 15 Defendants. 16 17 ROSEMERE ESTATES PROPERTY OWNERS 18 ASSOCIATION, a Nevada non-profit corporation; and DOES I through X, inclusive, 19 20 Counterclaimants, 21 JOHN ALLEN LYTLE and TRUDI LYTLE, as 22 Trustees of the Lytle Trust, 23 Counterdefendants. 24 25 /// 26 /// 27 /// JUL 1 2 2017 28 /// 1 1888608.1

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Granting Summary Judgment was entered in favor of Plaintiffs JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as Trustees of the Lytle Trust ("Plaintiffs") and against Defendant ROSEMERE ESTATES PROPERTY OWNERS' ASSOCIATION ("Defendant"). On April 14, 2017, the District Court entered an Order Awarding Attorneys' Fees in the amount of \$274,608.28, and \$4,725.00 in costs, all in favor of Plaintiff and against Defendant. On May 11, 2017, the District Court entered an Order Awarding Plaintiffs' Punitive Damages Following Prove-Up Hearing against Defendant in the amount of \$823,824.84, pursuant to NRS 42.005. Pursuant to the foregoing, the total amount of the Judgment, including attorneys' fees and costs, is \$1,103,158.12. In addition, Plaintiffs are due post-judgment interest at the Nevada legal rate annually until the Judgment is satisfied. I certify that the foregoing is a correct abstract of the judgment rendered in the above action in my Court. Duly 20, 2017 DISTRICT COURT JUDGE **ROB BARE** JUDGE, DISTRICT COURT, DEPARTMENT 32 Respectfully requested by: GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP By: Richard E. Haskin, Esq. Nevada State Bar # 11592 Timothy P. Elson, Esq. Nevada State Bar # 11559 7450 Arroyo Crossing Parkway, Suite 270 Las Vegas, Nevada 89113-4059

In the District Court of Clark County, State of Nevada, on November 14, 2016, an Order

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LYTLE

Attorneys for Plaintiffs

JOHN ALLEN LYTLE and TRUDI LEE

# Exhibit 13

## Exhibit 13

## DISTRICT COURT CIVIL COVER SHEET XXX

	(Assigned by Clerk's	(Office)		
. Party Information (provide both ho	me and mailing addresses if different)			
laintiff(s) (name/address/phone):	Water Committee	(Defendant(s) (name/address/phone):		
John Allen Lytle and Trudi Lee Lytle,	as Trustees of the Lylie Trust	Rosemere Estates Property Owners' Association		
	***************************************			
storney (name/address/phone)		Atturney (name/address/phone):		
Richard E. Has				
7450 Arrayo Crossing P				
Las Vegas, Neva	**************************************			
(702) 836-9	9800	<u> </u>		
I. Nature of Controversy (piense se	elect the one most applicable filling type	below)		
Civil Case Filing Types				
Real Property		Torts		
Landlord/Tenant	Negligence	Other Torts		
Unlawful Detainer	Aute	Product Liability		
Other Landiord/Tenant	Premises Liability	Intentional Misconduct		
Title to Property	Other Negligence	Employment Tort		
Judicial Foreclosure	Malpractice	Insurance Tort		
Other Title to Property	Medical/Dental	Other Tort		
Other Real Property	Legal			
Condemnation/Eminent Domain	Accounting			
Other Real Property	Other Malpractice			
Probate	Construction Defect & Cont			
Probate (select case type and estate reduc)	Construction Defect	Indicial Review		
Summary Administration	Chapter 40	Foreclosure Mediation Case		
General Administration	Other Construction Defect	Petition to Seal Records		
Special Administration	Contract Case	Mental Competency		
Set Aside	Uniform Commercial Code	Nevada State Agency Appeal		
Trust/Conservatorship	Building and Construction	Department of Motor Vehicle		
Other Probate	Insurance Carrier	Worker's Compensation		
Estate Value	Commercial Instrument	Other Nevada State Agency		
Over \$200,000	Collection of Accounts	Appeal Other		
Between \$100,000 and \$200,000	Employment Contract	Appeal from Lower Court		
Under \$100,000 or Unknown	Other Contract	Other Judicial Review/Appeal		
Under \$2,500				
Clyi	l Writ	Other Civil Filing		
Civil Writ		Other Civil Filing		
Writ of Habeas Corpus	Writ of Prohibition	Compromise of Minor's Claim		
Writ of Mandamus	Other Civil Writ	Foreign Judgment		
Wat of Quo Warrant	_	Other Civil Matters		
Business C	ourt filings should be filed using th	e Business Court civil covershoot		
April 1, 2015		122		
Date		Signature of mitiating party or representative		
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#### GENERAL ALLEGATIONS

1. Plaintiff, the Lytle Trust ("Plaintiff"), is the current owner of real property located 1930 Rosemere Court, in Clark County, Nevada, APN 163-03-313-009, and described as:

Lot Nine (9) of Rosemere Court, as shown by map thereof on file in Book 59, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada ("Plaintiff's Property").

Plaintiff's Property was previously owned by J. Allen Lytle and Trudi L. Lytle, the current Trustees of the Lytle Trust, having been purchased by deed recorded November 15, 1996. A true copy of said deed is attached hereto, and incorporated herein, as Exhibit "1."

- 2. Defendant, the Association, at all times herein mentioned is comprised of nine (9) owners of single family lots all as more particularly described in the recorded Declaration of Covenants, Conditions and Restrictions, dated January 4, 1994 (the "CC&Rs") for the Association, as recorded in the official records of the Clark County Nevada Recorder's office. A true and correct copy of the CC&Rs is attached hereto, and incorporated herein, as Exhibit "2."
- 3. The true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, and each of them, are presently unknown to Plaintiff, and, therefore, they are sued herein under fictitious names, and when the true names are discovered, Plaintiff will seek leave to amend this Complaint and proceedings herein to substitute the true names of said Defendants. Plaintiff is informed and believes and based thereon alleges that each of the Defendants designated herein as a DOE is negligent or responsible in some manner for the events herein referred to and negligently, carelessly, recklessly and in a manner that was grossly negligent and willful and wanton, caused damages proximately thereby to the Plaintiff as herein alleged.
  - Plaintiff's Property is located within Rosemere Estates.
- 5. That since the Association is comprised of only nine (9) units, the Association is classified as a small planned community pursuant to NRS 116.1203, and is exempt from many of the provisions of NRS Chapter 116. Further, the Association is a *limited purpose association* pursuant to NRS 116.1201.

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6.	The	CC&Rs	provide,	in	pertinent	part:
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- Establishment of a "property owners committee" responsible for (a) a) determining the type and cost of landscaping exterior wall planters, entrance way planters, which cost is equally divided amongst the nine (9) owners; (b) maintaining the exterior perimeter and frontage; (c) maintaining the entrance gate; and (d) maintaining the private drive and the sewer system.
- "...an owner or owners of any of the lots shall have the right to enforce **b**) any or all of the provisions of the covenants, conditions and restrictions upon any other owner or owners."
- Pursuant to the direction of the CC&Rs, the Rosemere Estates owners formed the 7. "owners' committee," tasked with the limited landscape maintenance duties set forth in the CC&Rs.
- On February 25, 1997, the Rosemere Estates homeowners on the "owners' 8. committee" (as referenced in paragraph 21 of the CC&Rs) formed the Association as a NRS, Chapter 82 non-profit corporation. The homeowners did not convey any of the Rosemere Estates lots to the Association, as the intent of the Association was and is a limited purpose association pursuant to the CC&Rs and 116.1201.
- NRS 116.1201, 116.31083, and 116.31152 requires that a limited purpose association, 9. such as the Association, maintain a Board of Directors.
- The Association at all times has been governed by a three (3) person Board of 10. Directors, consisting of a President, Secretary and Treasurer.
- The Association consistently held Board elections through March 2010, pursuant to 11. the protocols and methodology of NRS 116.31034, even though the Association is a limited purpose association, and Chapter 116 fails to provide for a method of election of a Board.
- The Board last held an election on March 24, 2010. The Board members in place 12. from 2010 through July 2013 were as follows: Ray Sandoval (President), Orville McCumber (Secretary), and Johnnie McCumber (Treasurer).

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- Orville McCumber, former Board Secretary, testified under oath that he no longer sat on the Association's Board. In August 2015, Ray Sandoval, former Board President, told Plaintiff that the Board "dissolved" and had not conducted any business since July 29, 2013. During this conversation, Mr. Sandoval stated that the Board had not conducted any meetings since July 2013, and did not intend on conducting any future meetings or conducting any future Association business. It was abundantly clear from this conversation that the Board simply does not exist, and all former officers abandoned their positions.
- 14. Presently, there is no sitting and acting Board for the Association, even though such a board is mandated pursuant to NRS 116.1201, 116.31083, 116.31152.
- 15. As a result of not having a Board, the Association cannot conduct business and maintain the community as required by the CC&RS, and Chapters 82 and 116 of the Nevada Revised Statutes. Therefore, the Rosemere Estates community has begun to dilapidate. Further, the Association has not paid its annual dues to the Nevada Secretary of State, the Nevada Department of Real Estate or filed any of the required forms with these agencies. As it stands, the Association is in "default" status with the Nevada Secretary of State.
- 16. Further, the Association presently is defending and maintaining appeals with the Nevada Supreme Court, and the attorneys for the Association are acting without any direction or control. There is no Board to enjoy the attorney client privilege, direct counsel, or review and pay attorneys' fee bills and court costs.
- 17. It also is unknown at this time to Plaintiff or the Association members who possesses the Association's checkbook and is maintaining the Association's business and attorney-client records. Pursuant to NRS 116.311395, only a Board member or a community manager is authorized to deposit, maintain, or invest community funds. As such, an election needs to be held immediately in order to place a Board and re-commence the maintenance and affairs of the Association.
- 18. Plaintiff has demanded that the Association's attorneys conduct an election for a Board for the reasons set forth above, which demands have been rejected.

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#### FIRST CAUSE OF ACTION

#### (For Declaratory Relief Against The Association and DOES 1 through 10)

- 19. Plaintiff incorporates the allegations contained in Paragraphs 1 through 18 herein as though set forth in full.
- 20. There exists a controversy between Plaintiff and Defendants regarding the interpretation, application and enforcement of the CC&Rs and Chapter 116 with respect to holding and conducting an election for the Board of Directors, requiring a determination by this Court and entry of declaratory relief.
- 21. Plaintiff contends that an election must be held immediately so Directors can be elected to the Board and transact the business of the Association and carry out the mandatory maintenance duties and pay the essential bills (e.g. Secretary of State and NRED fees). The Association, through its attorneys, however, have refused to conduct an election despite repeated demands.
- 22. Plaintiff desires a judicial determination of the parties' rights and duties and a declaration that the CC&Rs, and Chapters 82 and 116 of the Nevada Revised Statutes require an election to take place immediately.
- 23. Plaintiff further seeks a declaration from the Court that the election should be conducted pursuant to NRS 82.271, 82.276, 82.286 and 82.306, which require that the Association (or Chapter 82 corporation) conduct an election at each annual meeting, or no later than 18 months after the last election. Further, if the Association, as a Chapter 82 corporation, fails or refuses, as is the case here, to hold an election within 18 months after the last election, "the district court has jurisdiction in equity, upon application of any one or more of the members of the corporation representing 10 percent of the voting power of the members entitled to vote for the election of directors or for the election of delegates who are entitled to elect directors..." NRS 82.306. Here, there has been no Board election for over five (5) years. Further, all past Board Directors resigned their positions in July 2013. Plaintiff, as the owner of one of the nine lots, represents 11% of the voting power. Thus, Plaintiff may apply to the district court to hold an election, and as set forth below, fully intend to do so if needed.

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24. A j	judicial declaration requiring an election for the Board of Directors is necessary
and appropriate at	this time so that a Board of Directors can be elected and maintain the community
as required by the	CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes.
25. Tha	at the CC&Rs provide for the award of reasonable attorney fees and costs to
prevailing party.	
WHERE	ORE, Plaintiff prays that this Court:
	FIRST CAUSE OF ACTION

#### (For Declaratory Relief Against the Association and DOES 1 through 10)

- Enter a Declaratory Judgment in favor of Plaintiff and against the Association finding A. and declaring that (1) Chapter 116 requires the Association to have a Board of Directors at all times; (2) that the Association currently does not have a Board of Directors, and (3) that an election must be immediately conducted by the Association to fill all three positions for the Association's Board of Directors;
- That because Chapter 116 does not prescribe a method of election for a limited B. purpose association, that the election shall be conducted in the manner and methods prescribed by Chapter 82 of the Nevada Revised Statutes;
- C. That this Court appoint a neutral third party to maintain and monitor the election pursuant to this Court's order;
  - Enter an injunction mandating that the foregoing election take place immediately; D.
- For an order directing a neutral third party to locate and maintain the Association's E. records, files, documents, and checkbooks until such time as a new Board of Directors is elected pursuant to this Court's order;
  - For attorneys' fees and costs pursuant to the CC&Rs and NRS 116.4117; and F.

6

	1	G. Award Plaintiff such further or other relief as this Court finds it just and proper in the						
GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP	2	premises for a complete administration of ju	stice.					
	3							
	4	DATED: April 1, 2015 GIBBS SENET	GIDEN LOCHER TURNER  & WITTBRODT LLP					
	5							
	6	By:	chard E. Haskin, Esq.					
	7	Ne 74	svada State Bar # 11592 50 Arroyo Crossing Parkway, Suite 270 s Vegas, Nevada 89113-4059 Attorneys for JOHN					
	8	AI	LEN LYTLE and TRUDILYTLE, as Trustees of the					
	9	Ly	tle Trust					
	10							
	11	COMPLETION OF NRS CHAPTER 38 DISPUTE RESOLUTION PROGRAM						
	12	11	I, John and Allen and Trudi Lee Lytle, Trustees of the Lytle Trust, do hereby swear, under					
	13	penalty of perjury and under the laws of the State of Nevada, that the issues addressed in the this						
	14	Complaint have been referred to mediation pursuant to the provisions of NRS 38.300 to 38.360,						
	15	inclusive.						
	16	Dated: April, 2015						
S C	17	Date: 1.spm	John Allen Lytle, as Co-Trustee of the Lytle Trust					
Ĉ <u>G</u>	18		•					
TBBS	19	Dated: April, 2015	Trudi Lee Lytle, as Co-Trustee of the					
9	20		Lytle Trust					
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Complaint DOC

1	G. Award Plaintiff such further or other relief as this Court finds it just and proper in the court find it just and proper in the co		
2	premises for a complete administration of justice.		
3			
4	DATED: April 1, 2015 GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		
5	Dv.		
6	By: Richard E. Haskin, Esq. Nevada State Bar # 11592		
7	7450 Arroyo Crossing Parkway, Suite 270 Las Vegas, Nevada 89113-4059Attorneys for JOHN		
8	ALLEN LYTLE and TRUDI LYTLE, as Trustees of the Lytle Trust		
9	Lyne Trust		
10	COMPLETION OF NRS CHAPTER 38 DISPUTE RESOLUTION PROGRAM		
11			
12	I, John Allen and Trudi Lee Lytle, Trustees of the Lytle Trust, do hereby swear, under		
13	penalty of perjury and under the laws of the State of Nevada, that the issues addressed in the this		
14	Complaint have been referred to mediation pursuant to the provisions of NRS 38.300 to 38.360,		
15	inclusive.		
16	Dated: April , 2015		
17	John Allen Lytle, as Co-Trustee of the Lytle Trust		
18	1 - 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		
19	Dated: April, 2015  Trudi Lee Lytle, as Co-Trustee of the Lytle Trust		
20	Lytle Hust		
21	State of Nevada County of Clark		
22	This instrument was referentiational before		
23	me this day of APRIL 22/5		
24	by TAUEN STATES		
25	Notary Public		
26	NOTARY PUBLIC STATE OF NEVADA		
27	County of Clark  GHAROL L. WILLIAMS		
28	My Approximent Excuss Cit. 30, 2016		
	7		

it just and proper in the

# GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

COMES NOW Plaintiff, the LYTLE TRUST, by and through its Trustees, John Allen Lytle and Trudi Lee Lytle, herein by and through their attorneys, GIBES GIDEN LOCHER TURNER, SENET & WITTBRODT, LLP, and Richard E. Haskin, Esq., hereby files an Errata to Its Complaint for Declaratory Relief. Plaintiff inadvertently included individuals in the Caption of the Complaint that are not named or included as Defendants in the Complaint. Plaintiff respectfully amends its Complaint, specifically the Caption, so that all references to GERRY G. ZOBRIST and SHERMAN KEARL, individuals, are eliminated.

> GIBBS GIDEN LOCHER TURNER SENET & WITTBROOT LLP

> > Richard F. Haskin, Esq. Nevada State Bar # 11592

7450 Arroyo Crossing Parkway, Suite 270 Las Vegas, Nevada 89113-4059

Attorneys for JOHN ALLEN LYTLE and TRUDI LYTLE,

as Trustees of the Lytle Trust

1568128 I DOC

## Exhibit 14

# Exhibit 14

CLERK OF THE COURT 1 ORD Richard E. Haskin, Esq. Nevada State Bar # 11592 2 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 3 7450 Arroyo Crossing Parkway, Suite 270 Las Vegas, Nevada 89113-4059 4 (702) 836-9800 5 Attorneys for Plaintiff JOHN ALLEN LYTLE and TRUDI LEE 6 LYTLE, as Trustees of the Lytle Trust 7 DISTRICT COURT 8 CLARK COUNTY, NEVADA 9 10 JOHN ALLEN LYTLE and TRUDI LEE LYTLE, CASE NO. A-15-716420-C Dept.: XXX as Trustees of the Lytle Trust, 11 ORDER GRANTING SUMMARY Plaintiff, 12 JUDGMENT 13 ROSEMERE ESTATES PROPERTY OWNERS' 14 ASSOCIATION; and DOES 1 through 10, inclusive, 15 Defendants. 16 17 PLEASE TAKE NOTICE that on May 10, 2016, the Court heard Plaintiffs JOHN ALLEN 18 LYTLE and TRUDI LYTLE, as Trustees of the Lytle Trust (hereinafter "Plaintiff" or the "Lytles") 19 MOTION FOR SUMMARY JUDGMENT in the above-captioned matter, filed on September 14, 20 2016. After considering the First Amended Complaint, deemed filed by Order of this Court on April 21 7, 2016, the Motion for Summary Judgment, the Declaration of Trudi Lytle, and evidence submitted 22 therewith, and hearing oral argument, and no opposition having been filed by Defendant and 23 Counterclaimant ROSEMERE ESTATES PROPERTY OWNERS ASSOCIATION ("Defendant"), 24 the Court grants Plaintiffs' Motion for Summary Judgment. 25 26 **Summary Judgment** ☐ Voluntary Dismissal ☐ Involuntary Dismissal ☐ Stipulated Judgment 27 Stipulated Dismissal Default Judgment Motion to Dismiss by Deft(s) ☐ Judgment of Arbitration 28 1 1942777.1

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#### FINDINGS OF FACT I.

- At all relevant times, Plaintiff has owned real property located at 1930 Rosemere 1. Court, Las Vegas, Nevada, Assessor Parcel No. 163-03-313-009, which was and is part of Rosemere Estates ("Rosemere Estates").
- Rosemere Estates consists of nine (9) properties, which originally were sold as 2. undeveloped lots.
- As an owner of one (1) of nine (9) lots, the Plaintiff represents 11% of the voting 3. power.
- Rosemere Estates is governed by the community's CC&Rs, which were drafted by 4. the Developer, and dated January 4, 1994 (the "CC&Rs").
  - The CC&Rs created a "property owners' committee" ("Owners Committee"). 5.
- On February 25, 1997, the Owners Committee, unanimously formed "Rosemere 6. Estates Property Owners' Association" (the "Association") on February 25, 1997, a NRS 82 nonprofit corporation, for the purpose of acting as a limited purpose association pursuant to Nevada Revised Statutes, Chapter 116.
  - Each property within Rosemere Estates is part of the Association. 7.
- The Owners Committee has consisted of three members, a President, Secretary and 8. Treasurer.
  - The Association held Board elections every three (3) years through March 2010. 9.
- Each election cycle, homeowners would be invited to submit applications to run for 10. Thereafter, election forms would be distributed, and an election would take place the Board. wherein three (3) Board members were elected.
  - The last election took place on March 24, 2010. 11.
  - Presently, there is no sitting and acting Board for the Association. 12.

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#### II. CONCLUSIONS OF LAW.

#### A. Summary Judgment Standard

- 1. Summary judgment shall be rendered in favor of a moving party if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. NRCP Rule 56(c).
- 2. "Summary Judgment is appropriate and shall be rendered forthwith when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to judgment as a matter of law." Wood v. Safeway, 121 Nev. Adv. Op. 73, 121 P.3d, 1026, 1029 (2005)(quoting NRCP 56(c)). In Wood, the Nevada Supreme Court rejected the "slightest doubt" standard from Nevada's prior summary judgment jurisprudence, Id. at 1037, and adopted the summary judgment standard which had been articulated by the United States Supreme Court in its 1986 Trilogy: Celotex Corp. v. Catrett, 477 U.S. 317 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986); and Matsushita Electrical Industrial Company v. Zenith Radio Corporation, 475 U.S. 574 (1986).
- 3. The application of the standard requires the non-moving party to respond to the motion by "Set[ting] forth specific facts demonstrating existence of a genuine issue for trial."

  Wood, 121 p.3d at 1031. This obligation extends to every element of every claim made, and where there is a failure as to any element of a claim, summary judgment is proper. Barmettler v. Reno Air, Inc., 114 Nevada 441, 447, 956, P2d. 1382, 1386 (1998).
- 4. The Nevada Supreme Court held that "Rule 56 should not be regarded as a "disfavored procedural shortcut" but instead as an integral important procedure which is designed "to secure just, speedy and inexpensive determination in every action." *Wood*, 121, p.3d at 1030 (quoting Celotex, 477 U.S. at 327). In <u>Liberty Lobby</u>, the U.S. Supreme Court noted that:

"Only disputes over facts that might affect the outcome of the suit under governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted.

Id. (quoting Liberty Lobby, 477 U.S. at 247-48).

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### B. The District Court Has The Authority To Order An Election

- 5. The Association is a *limited purpose association* per NRS 116. While a limited purpose association is not restricted by all of the provisions of Chapter 116, a limited purpose association must have a Board of Directors. NRS 116.1201, 116.31083, 116.31152.
- 6. Pursuant to the provisions of Chapter 116 applicable to limited purpose associations, the Board must conduct noticed meetings at least once every quarter, review pertinent financial information, discuss civil actions, revise and review assessments for the common area expenses, establish adequate reserves, conduct and publish a reserve study, and maintain the common areas as required. NRS 116.31083 116.31152, 116.31073.
- 7. Further, the CC&Rs require the Board to oversee and conduct the maintenance of defined common areas.
- 8. Chapter 116 does not provide for a method of elections for a limited purpose association Board. However, a Board must exist and, as a consequence, so must elections. See generally NRS 116.1201, 116.31083, 116.31152.
- 9. While Chapter 116 is silent, Chapter 82, provides needed guidance in this regard. NRS 82.286 states that "[i]f a corporation has members entitled to vote for the election of directors, or for the election of delegates who vote for the election of directors...the directors or delegates of every corporation must be chosen at the annual meeting of the members or delegates, to be held on a date and at a time and in the manner provided for in the bylaws, by a plurality of the votes cast at the election. If for any reason the directors are not elected pursuant to NRS 82.271 or 82.276 or at the annual meeting of the members or delegates, they may be elected at any special meeting of the members which is called and held for that purpose."
- 10. Further, if a non-profit corporation fails to conduct an election, as required, the directors then in office maintain their respective positions until an election takes place, as required by NRS 82.296. See NRS 82.301.

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	11.	If the corporation fails or refuses, as is the case here, to hold an election within 18
month	s after t	ne last election, "the district court has jurisdiction in equity, upon application of any
one or	more o	f the members of the corporation representing 10 percent of the voting power of the
membe	ers entit	led to vote for the election of directors or for the election of delegates who are entitled
to elec	t directo	ors" NRS 82.306.

- 12. Here, there has been no Board election for well over six (6) years. Further, the Board directors abandoned their positions in 2013.
- 13. Plaintiff, as the owner of one of the nine lots, represents 11% of the voting power. Thus, Plaintiff may apply to the District Court to hold an election, as Plaintiff has done so in this action.
- 14. When interpreting a statute, legislative intent "is the controlling factor." Robert E. v. Justice Court, 99 Nev. 443, 445, 664 P.2d 957, 959 (1983). The starting point for determining legislative intent is the statute's plain meaning. Id. When a statute "is clear on its face, a court cannot go beyond the statute in determining legislative intent." Id.; see also State v. Catanio, 120 Nev. 1030, 1033, 102 P.3d 588, 590 (2004). But when "the statutory language lends itself to two or more reasonable interpretations," the statute is ambiguous, and we may then look beyond the statute in determining legislative intent. Catanio, 120 Nev. at 1033, 102 P.3d at 590. Internal conflict can also render a statute ambiguous. Law Offices of Barry Levinson v. Milko, 124 Nev. 355, 367, 184 P.3d 378, 387 (2008).
- 15. To interpret an ambiguous statute, we look to the legislative history and construe the statute in a manner that is consistent with reason and public policy. Great Basin Water Network v. State Eng'r, 126 Nev. ——, 234 P.3d 912, 918 (2010); see also Moore v. State, 122 Nev. 27, 32, 126 P.3d 508, 511 (2006); Robert E., 99 Nev. at 445-48, 664 P.2d at 959-61.

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- statute. Cleghorn v. Hess, 109 Nev. 544, 548, 853 P.2d 1260, 1262 (1993). When construing an ambiguous statutory provision, "this court determines the meaning of the words used in a statute by examining the context and the spirit of the law or the causes which induced the [L]egislature to enact it." Leven v. Frey, 123 Nev. 399, 404, 168 P.3d 712, 716 (2007). In conducting this analysis, "[t]he entire subject matter and policy may be involved as an interpretive aid." Id. (internal quotation marks omitted). Accordingly, a court will consider "the statute's multiple legislative provisions as a whole." Id.
- 17. Chapter 116 is ambiguous with respect to the election of Board for a limited purpose association. While a Board is required, the election process normally required for a Board is not included in the limited purpose association statutory framework. See generally NRS 116.1201, 116.31083, 116.31152.
- 18. In 1997, the Nevada Legislature passed Senate Bill 314 (SB 314), and in 1999, the Legislature expanded legislation in Senate Bill 451 (SB 451), to provide protection, rights, and obligations of homeowners living in common interest communities, known as the Common-Interest Ownership Act, presently set forth in Chapter 116. SB 451 included several additional provisions intended to protect homeowners' rights to serve on an association's board and elect those board members, including 2-year terms, notification, secret balloting, proxies and public voting.
- 19. Further, SB 451 offered additional protections regarding the financial accountability of the Board of Directors. See generally NRS 116.31038, 31151, 31152.
- 20. There is no question that these additional financial safeguards and requirements of the board apply to a limited purpose association. However, the legislature did not include any election protocol for the limited purpose association. The Court is tasked with resolving this obvious ambiguity.
- 21. The Court has concluded in this matter that the election must proceed in the manner in which elections always have been held by the Association, every three (3) years.
- 22. The Court grants Plaintiff's First Cause of Action for Declaratory Relief that an election must be held pursuant to NRS 82.271, 82.276, and 82.306.

Plaintiff has provided good cause for this Court to order that the election be 23. administered by a neutral third party selected by Plaintiff, and the neutral shall be paid for by the Association after the election is held and directors put in place.

#### III. **JUDGMENT**

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#### IT IS HEREBY ADJUDGED AND DECREED

- The Association shall hold an election within ninety (90) days from the date of this 1. order.
- Plaintiff is directed to retain a neutral third party, either a licensed community 2. manager or attorney, to administer the election, which shall include all items required of a homeowners' election, including, but not necessarily limited to, the preparation and collection of nomination forms, preparation, mailing and collective of ballots, and counting of ballots at a duly notice Association election meeting. The neutral third party is ordered to look to NRS 116.31034 for guidance in the administration of the election.
- The Association shall pay the neutral third party for its efforts in administering the 3. election after the election takes place and directors take office.
- This Court shall retain jurisdiction until this Order has been fully complied with, 4. including but not limited to, the election has occurred, a Board is sitting, and the neutral third party has been paid by the Association.
- Plaintiff is the prevailing party in this litigation and is ordered to submit a separation 5. application for attorneys' fees and costs.



HONGRABLE JERRY A. WIESE District Court Judge, Dept. XXX

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## Exhibit 15

# Exhibit 15

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1 ORD Richard E. Haskin, Esq. 2 Nevada State Bar # 11592 GIBBS GIDEN LOCHER TURNER 3 SENET & WITTBRODT LLP 1140 N. Town Center Dr., Suite 300 Las Vegas, Nevada 89144 4 (702) 836-9800 5 Attorneys for Plaintiff 6 JOHN ÅLLEN LYTLE AND TRUDI LEE LYTLE 7 8 DISTRICT COURT 9 **CLARK COUNTY, NEVADA** JOHN ALLEN LYTLE and TRUDI LEE LYTLE, CASE NO.: 10 Dept.: XXX as Trustees of the Lytle Trust, 11 Plaintiff, 12 ٧. ROSEMERE ESTATES PROPERTY OWNERS' 13 ASSOCIATION; SHERMAN L. KEARL, an FEES individual; GERRY G. ZOBRIST, an individual; 14 and DOES 1 through 10, inclusive, 15 Defendants. 16 17 18 19 20 21 22 23 24 1. 25 Original CC&Rs and NRS § 116.4117. 26 /// 27 /// 28

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A-15-716420-C

ORDER GRANTING PLAINTIFF JOHN ALLEN LYTLE AND TRUDI LEE LYTLE'S, AS TRUSTEES OF THE LYTLE TRUST, MOTION FOR ATTORNEYS'

On November 2, 2017, Plaintiffs John Allen Lytle and Trudi Lee Lytle ("Plaintiffs") Motion for Attorneys' Fees and Costs came on regularly for hearing, the Honorable Jerry A. Wiese presiding. Plaintiffs appeared through counsel, Richard E. Haskin, Esq. of Gibbs Giden Locher Turner, Senet & Wittbrodt, LLP. There was no appearance for Defendant Rosemere Estates Property Owners' Association ("Defendant"). Defendant did not file an opposition to the Motion and did not make an appearance at the hearing. Having considered the Motion, the arguments of counsel, the pleadings and papers on file herein, and good cause appearing therefore, the Court finds:

As the prevailing parties, Plaintiffs are entitled to an award of attorney fees under the

1	2.	The plain terms of the Original CC&Rs authorize an award of fees in favor of		
2	Plaintiffs. As	s the Original CC&Rs provide, in pertinent part:		
3		24. Except as otherwise provided herein, Subdivider or any owner or owners of any of the lots shall have the right to enforce any or all of the		
5		provisions of the covenants, conditions, and restrictions upon any other owner or owners. In order to enforce said provision or provisions, any appropriate judicial proceeding in law or in equity may be initiated and		
6		prosecuted by any lot owners or owners against any other owner or owners.		
7		25. Attorney's Fees: In any legal or equitable proceeding for the enforcement of or to restrain the violation of the Declaration of Covenants,		
8		Conditions and Restrictions or any provision thereof, the losing party or parties shall pay in such amount as may be fixed by the court in such		
9		proceeding.		
10	See Original (	CC&Rs, ¶¶ 24, 25.		
11	3.	Plaintiffs prevailed in this action, and the Court granted Plaintiffs' motion for		
12	summary judgment, in its entirety. Accordingly, Plaintiffs are entitled to an award of attorney fees,			
13	pursuant to the terms of the Original CC&Rs.			
14	4. Further, Plaintiffs are also entitled to an award of attorney fees pursuant to NRS 116.4117.			
15	NRS 116.4117 provides as follows:			
16		1. Subject to the requirements set forth in subsection 2, if a declarant, community manager or any other person subject to this chapter fails to		
17		comply with any of its provisions or any provision of the declaration or bylaws, any person or class of persons suffering actual damages		
18		from the failure to comply may bring a civil action for damages or other appropriate relief		
19 20		4. The court may award reasonable attorney's fees to the prevailing party.		
21	5.	The term "damages" in the phrase "suffering actual damages" refers to damages in		
22	the general se	nse of specifically provable injury, loss, or harm rather than the specific sense of		
23	economic damages. Whether quantifiable as a monetary loss or not, Plaintiffs suffered an injury,			
24	loss or harm as a result of the Association's actions. Accordingly, under the statute they had the			
25	right to bring a civil action for damages or other appropriate relief and, having, prevailed thereon			
26	may be awarded their reasonable attorney fees as the prevailing party.			
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- 6. Plaintiffs' attorneys' fees, as set forth in the Motion and the affidavits in support thereof, satisfy the factors set forth in *Brunzell v. Golden gate Nat'l Bank* (1969) 85 Nev. 345, 349, 455 P.2d 31, 33. The Court considered all of the factors and applied them to Plaintiffs' request for attorneys' fees.
- 7. Specifically, the Court considered: (1) the qualities of the advocate, *i.e.* his ability, training and experience; (2) the character of the work done, its difficulty, intricacy, importance, time and skill required; (3) the work actually performed by the attorneys; and (4) the result, *i.e.* whether the attorney was successful in achieving a result for the client.
- 8. The Court applied each of the foregoing *Brunzell* factors to the work performed by Plaintiffs' attorneys, as set forth in the various affidavits and declarations presented to this Court with the moving papers, and concludes that each factor favors an award of the fees requested.
- 9. Plaintiffs' attorneys did admirable work in connection with this action, and the fees requested are reasonable given Plaintiffs' counsel's qualifications, the character of the work, the time and skill required, and the result achieved.
  - Plaintiffs are further entitled to costs in accordance with NRS 18.020.
     Therefore,

IT IS HEREBY ORDERED that that Plaintiffs' Motion for Attorneys' Fees is GRANTED.

IT IS FURTHER ORDERED that Plaintiffs are awarded \$14,807.50 in attorneys' fees and \$655.10 in costs as against Defendant.

DATED this \_\_\_\_ day of November, 2017.

HONORABLE ROB BARE Jarry A. Wiese IL DISTRICT COURT JUDGE

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& WITTBRODT LLP

Richard E. Haskin, Esq. Nevada State Bar # 11592 1140 N Town Center Drive, Suite 300

Las Vegas, Nevada 89144 Kttorneys for Plaintiffs

JOHN ALLEN LYTLE and TRUDI LEE LYTLE

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**OPPC** 1 Richard E. Haskin, Esq. Nevada State Bar # 11592 2 GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP 3 1140 N. Town Center Drive, Suite 300 Las Vegas, Nevada 89144-0596 4 (702) 836-9800 5 Attorneys for Defendant TRUDI LEE LYTLE AND JOHN ALLEN 6 LYTLE, AS TRUSTEES OF THE LYTLE TRUST 7 DISTRICT COURT 8 **CLARK COUNTY, NEVADA** 9 10 A-17-765372-C SEPTEMBER TRUST, DATED MARCH 23, Case No.: 11 1972; GERRY R. ZOBRIST AND JOLIN G. Dept.: XVIII ZOBRIST, AS TRUSTEES OF THE GERRY R. DEFENDANTS TRUDI LEE LYTLE, 12 ZOBRIST AND JOLIN G. ZOBRIST FAMILY TRUST: RAYNALDO G. SANDOVAL AND JOHN ALLEN LYTLE, THE LYTLE TRUST (1) OPPOSITION TO MOTION 13 JULIE MARIE SANDOVAL GEGEN, AS FOR SUMMARY JUDGMENT, OR, IN TRUSTEES OF THE RAYNALDO G. AND 14 THE ALTERNATIVE, MOTION FOR EVELYN A. SANDOVAL JOINT LIVING AND JUDGMENT ON THE PLEADINGS; AND **DEVOLUTION TRUST DATED MAY 27, 1992;** (2) COUNTERMOTION FOR SUMMARY 15 and DENNIS A. GEGEN AND JULIE S. GEGEN, JUDGMENT HUSBAND AND WIFE, AS JOINT TENANTS, 16 Date: March 28, 2018 Plaintiff, 17 Time: 9:00 a.m. V. 18 TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE 19 TRUST; JOHN DOES I through V, inclusive, ROE ENTITIES I through V, inclusive, 20 Defendants. 21 COMES NOW Defendants TRUDI LEE LYTLE, JOHN ALLEN LYTLE, and THE LYTLE 22 TRUST (the "Lytles"), by and through their counsel of record, Richard E. Haskin, Esq., and 23 Timothy Elson, Esq., of the law firm of GIBBS, GIDEN, LOCHER, TURNER, SENET & 24 WITTBRODT, LLP, and hereby files the Lytles' Opposition to Plaintiffs SEPTEMBER TRUST, 25 DATED MARCH 23, 1972; GERRY R. ZOBRIST AND JOLIN G. ZOBRIST, AS TRUSTEES OF 26 THE GERRY R. ZOBRIST AND JOLIN G. ZOBRIST FAMILY TRUST; RAYNALDO G. 27

SANDOVAL AND JULIE MARIE SANDOVAL GEGEN, AS TRUSTEES OF THE RAYNALDO

Electronically Filed 2/9/2018 3:09 PM Steven D. Grierson CLERK OF THE COURT G. AND EVELYN A. SANDOVAL JOINT LIVING AND DEVOLUTION TRUST DATED MAY 27, 1992; and DENNIS A. GEGEN AND JULIE S. GEGEN, HUSBAND AND WIFE, AS JOINT TENANTS (collectively "Plaintiffs") Motion for Summary Judgment, or, in the Alternative, Motion for Judgment on the Pleadings, and Countermotion for Summary Judgment.

#### MEMORANDUM OF POINTS AND AUTHORITIES

#### I. INTRODUCTION

The Lytles prevailed in three separate (3) lawsuits against Rosemere Estates Homeowners' Association (the "Association"), all related to the Association's egregious and vindictive violations of Nevada common-interest community property law. The entire ordeal began in mid-2007 when the Association's executive Board of Directors (the "Board") unilaterally, and without the consent of each homeowner, amended the original Declaration of Covenants, Conditions, and Restrictions ("Original CC&Rs), which was limited in scope, to an "amended" and expanded set of governing documents that were intended to drive the Lytles from the Association and community. The Board then quickly acted to use the amended governing documents to assess the Lytles, lien their property, and commence foreclosure proceedings.

To protect their property rights, the Lytles were forced into years of litigation and multiple lawsuits at a tremendous monetary and emotional expense. The Lytles prevailed in each instance, and were awarded damages, punitive damages to the maximum extent of the law, attorneys' fees and costs.

After receiving the aforementioned monetary awards, the Lytles exercised their rights as a judgment creditor against the Association under Nevada's Uniform Common-Interest Development Act, NRS Chapter 116, as well as the amended governing documents. NRS 116.3117 provides that a judgment creditor, such as the Lytles, with a judgment against the Association may place a lien against each unit in the Association and pursue collection thereon. The amended governing documents adopted by the Association provide an identical right (as discussed herein).

Plaintiffs, who own property within the Association, contest the liens against these properties, claiming the Lytles are not afforded said rights because the Association is a *limited* purpose association. Plaintiffs are wrong.