

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.: 77007

District Court Case No.: A-17-765372-C

Electronically Filed
May 16 2019 12:23 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 Brief – Volume 4

(Docket 77007)

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

CERTIFICATE OF SERVICE

1. Electronic Service:

I hereby certify that on this date, the 16th day of May 2019, I submitted the foregoing **Appellant's Appendix for Opening Brief – Volume 4 (Docket 77007)** 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. 8th Street
Las Vegas, Nevada 89101

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

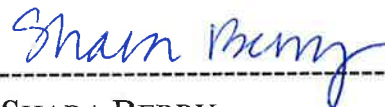
Wesley J. Smith, Esq.
Laura J. Wolff, Esq.
CHRISTENSEN JAMES & MARTIN
7440 W. Sahara Avenue
Las Vegas, Nevada 89117

2. Traditional Service:

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

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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

D. 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 and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power 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 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 Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Buyer	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Buyer	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Buyer	Pool/Spa Inspection	Buyer	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Buyer	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Buyer
Survey (type):	Waived	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 fungal 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.

F. 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 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this 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.

G. FEES, AND PROMOTIONS (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

A. TITLE, ESCROW & APPRAISAL FEES:					
Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	Buyer	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Buyer	Other:	

B. PROMOTIONS: Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SHJs, 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 promotions will be based on a 30-day month and will be calculated as of COE. Promotions will be based upon figures available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, This Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

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

Buyer's Name: Robert E. Hissner Yusuf A. Dissanayake
 Property Address: 1950 ROSEBERRY CT
 Nov. 18/16

BUYER(S) INITIALS: [Signature]
 SELLER(S) INITIALS: [Signature]
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12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

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

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than COE OR COE. 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 date indicated in this section shall be considered abandoned by Seller.

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

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable 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 pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. DEFAULT:

A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through OLVAR. 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(S) INITIALS: [Signature] SELLER(S) INITIALS: [Signature]

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

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(b) herein will be immediately released by ESCROW HOLDER to Buyer.

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

Buyer's Name: Robert E. Bluman Eyonna A. Bluman

BUYER(S) INITIALS: [Signature]

Property Address: 1900 KUNNINGHAM CT

SELLER(S) INITIALS: [Signature]

Rev. 05/16

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SELLER(S) INITIAL _____

SELLER(S) INITIAL _____

સાંઘે બાબતોનું નિયંત્રણ રાખે

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15:00 15:00

AAC

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, fixed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments 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 in Escrow 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 valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable 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 tax advice to review the terms of this Agreement.

Wobec powyższych okoliczności i na podstawie powyższych faktów, w sprawie powyższej nie ma potrzeby dalszego postępowania i nie ma potrzeby wydania postanowienia w sprawie powyższej.

Buyer's Name: Robert W. Nissman Frederic A. Nissman BUYER(S) INITIALS: [Signature]
 Property Address: 1960 ROBINSON CT SELLER(S) INITIALS: NR
 Res. 85/86 EXHIB Greater Las Vegas Association of REALTORS Page 8 of 10

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27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS: _____

Buyer's Acknowledgement of Offer

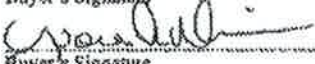
Confirmation of Representation: The Buyer is represented in this transaction by:

Buyer's Broker: <u>Alan Cote</u>	Agent's Name: <u>Alan H Cote</u>
Company Name: <u>Realty Group Preferred</u>	Agent's License Number: <u>19796</u>
Broker's License Number: <u>19796</u>	Office Address: <u>7281 N. Sahara Ave #100-116</u>
Phone: <u>702-262-3434</u>	City, State, Zip: <u>Las Vegas NV 89117</u>
Fax: <u>702-262-3710</u>	Email: <u>alancote@rqp.com</u>

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.232(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal in the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal in the transaction. -OR-
☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity); (specify relationship)

Seller must respond by: 5 [AM/PM] on (month) December, (day) 1, (year) 2016. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

	<u>Robert S. Dismen</u>	<u>11-27-16</u> [AM/PM]
Buyer's Signature	Buyer's Printed Name	Date Time
	<u>Yvonne A. Dismen</u>	<u>11-27-16</u> [AM/PM]
Buyer's Signature	Buyer's Printed Name	Date Time

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

Buyer's Name: Robert S. Dismen Yvonne A. Dismen BUYER(S) INITIALS: [Signature]
 Property Address: 1960 BOWENWAY CT SELLER(S) INITIALS: [Signature]

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

Agent's Name: Kenneth Lowman
Agent's License Number: B-0839723
Office Address: 7834 N Sahara Ave # 100
City, State, Zip: Las Vegas NV 89117-1414
Email: klowman@luxuryhomeslv.com

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

_____ **DOES NOT** have an interest in a principal to the transaction. --OR--

_____ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) --OR-- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity); (specify relationship)

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

SELLER DECLARES that he/she ☒ is not OR ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: 4401

_____. ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

REJECTION: In accordance with NAC 643.632, Seller hereby informs Buyer the offer presented herein is not accepted.

Seller's Signature 11/28/2016 3:42:54 PM PST		Seller's Printed Name 11/28/2016 3:42:54 PM PST		Date Time 11/28/2016 AM/PM	
Seller's Signature 11/28/2016 3:42:54 PM PST		Seller's Printed Name 11/28/2016 3:42:54 PM PST		Date Time 11/28/2016 AM/PM	

(Handwritten signature)

Buyer's Name: Robert E. Bissan Thomas A. Bissan BUYER(S) INITIALS: [Signature]
 Property Address: 1960 ROSEBERRY CT SELLER(S) INITIALS: MB
 Rev. 03/16 ©2016 Orange County Association of REALTORS® 1998 10 of 10

EXHIBIT B

EXHIBIT B

ADDENDUM NO. 1 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Burkow Living Trust
Carl & Angeline Burkow as Buyer(s) and Marjorie B Boulden, Trustee
as Seller(s), dated 11/07/16
covering the real property at 1960 ROSEMEDE CT LAS VEGAS NV 89117
the ☒ Buyer ☐ Seller hereby proposes that the Purchase

Agreement be amended as follows:

1. Buyers hereby cancels this escrow as of this date 11/15/2016. This date is within their due diligence period. All Earnest monies to be refunded in entirety to Buyer's immediately.

☐ ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

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

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

Carl Burkow 11/15/2016
☒ Buyer ☐ Seller Carl Burkow, Burkow Living Trust Date

Angeline Burkow 2:20 pm
☒ Buyer ☐ Seller Angeline Burkow, Burkow Living Trust Time

Acceptance:
Marjorie Boulden Tru 11/16/2016
☐ Buyer ☒ Seller Marjorie B Boulden, Trustee Date

☐ Buyer ☐ Seller Time

Prepared by: Luzene Baylata 702-253-5735
Agent's Printed Name Phone

Addendum to Purchase Agreement 9/12

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luzenebaylata@gmail.com

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COUNTER OFFER

NO. 3

ATTENTION: Loanna Bayistis COMPANY: REHS NV Properties
(Agent) (Name)

The ☐ Offer ☒ Counter Offer made by: ☐ Seller ☒ Buyer Burrow Living Trust
(Name)

to ☒ Buy ☐ Sell the real property commonly known as: 1560 Summers Ct Las Vegas
dated: November 7th, 2016 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. Home shall be sold AS-IS. Buyer may order a home inspection for informational purposes. Seller shall make no repairs or credits as a result of any such inspection.

☐ ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached 2-3 page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 2-3

EXPIRATION: ☒ Buyer ☐ Seller must respond by: 5:00 ☐ AM ☒ PM on (month) November, (day) 8th, (year) 2016. Unless this Counter Offer is accepted by execution below and delivered to the ☐ Buyer's ☒ Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.

Date: 11/7/2016

Authentication
Marjorie R Bowden, Trustee
☐ Buyer ☒ Seller Marjorie R Bowden, Trustee Signature

Time: _____

☐ Buyer ☐ Seller Signature

The undersigned ☒ Buyer ☐ Seller hereby:

X accepts the Counter Offer;
_____ accepts the terms of this Counter Offer subject to the attached Counter Offer No. _____; or
_____ rejects the Counter Offer.

Date: 11/8/2016

Paul Burkow
☒ Buyer ☐ Seller Paul Burkow Signature

Time: 1:00 PM

Angeline Burkow
☒ Buyer ☐ Seller Angeline Burkow Signature

Counter Offer Rev. 5/12

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COUNTER OFFER

NO. 2

ATTENTION: Samantha Lowman COMPANY: Luxury Homes of Las Vegas
(Agent) (Name)

The ☐ Offer ☒ Counter Offer made by: ☒ Seller ☐ Buyer Marjorie B. Soulden, Trustee
(Name)

to ☐ Buy ☒ Sell the real property commonly known as: 1869 ROBINSON CT LAS VEGAS
dated: November 6th, 2016 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. Sales Price to \$560,000.
2. Earnest Money to be \$10,000.

☐ ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1.

EXPIRATION: ☐ Buyer ☒ Seller must respond by: 5 ☐ AM ☒ PM on (month) November, (day) 8th, (year) 2016. Unless this Counter Offer is accepted by execution below and delivered to the ☒ Buyer's ☐ Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.

Date: 11/07/2016

☒ Buyer ☐ Seller Carl Burkow, Burkow Living Trust Signature

Time: 1:30 PM

☒ Buyer ☐ Seller Angeline Burkow, Burkow Living Trust Signature

The undersigned ☐ Buyer ☒ Seller hereby:

 accepts the Counter Offer;
☒ accepts the terms of this Counter Offer subject to the attached Counter Offer No. 3; or
 rejects the Counter Offer.

Date: 11/7/2016

☐ Buyer ☒ Seller Marjorie B. Soulden, Trustee Signature

Time:

☐ Buyer ☐ Seller Signature

Counter Offer Rev. 5/12

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COUNTER OFFER

NO. 1

ATTENTION: Lozano Bayliss COMPANY: WHS NV Properties
(Agent) (Name)

The ☒ Offer ☐ Counter Offer made by: ☐ Seller ☒ Buyer Burkow Living Trust
(Name)

to ☒ Buy ☐ Sell the real property commonly known as: 1950 Rosemere Ct Las Vegas
dated: November 5th, 2016 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. Sales price shall be \$600,000.
2. Earnest money deposit shall be \$25,000.
3. Title and escrow shall be Chicago Title - Katha Stevens.

☐ ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. 1

EXPIRATION: ☒ Buyer ☐ Seller must respond by: 4:00 ☐ AM ☒ PM on (month) November,
(day) 7th, (year) 2016. Unless this Counter Offer is accepted by execution below and delivered to the ☐ Buyer's ☐ Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.

Date: 11/06/2016

Authenticate

Marjorie B Boulden, Trustee

☐ Buyer ☒ Seller Marjorie B Boulden, Trustee Signature

Time: 12:33 PM

☐ Buyer ☐ Seller Signature

The undersigned ☒ Buyer ☐ Seller hereby:

accepts the Counter Offer;

☒ accepts the terms of this Counter Offer subject to the attached Counter Offer No. 2; or

rejects the Counter Offer.

Date: 11/7/2016

☒ Buyer ☐ Seller Carl Burkow Signature

Time: 1:30 PM

☒ Buyer ☐ Seller Angeline Burkow Signature

Counter Offer Rev. 5/12

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RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 11/06/16

Burkow Living Trust, Carl & Angelina Burkow ("Buyer"), hereby offers to purchase 1960 ROSEMERE CT ("Property"), within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, Zip 89117, A.P.N. # 163-03-313-008 for the purchase price of \$ 550,000.00 (Five Hundred Fifty Thousand dollars) ("Purchase Price") on the terms and conditions contained herein. BUYER ~~X~~ does -OR- does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 5,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☐ presented with this offer -OR- ☒ upon accepted offer. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) or business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada -punishable by up to four years in prison and a \$5,000 fine- to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

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

\$ n/a C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) .

\$ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S): ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) . Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ n/a E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM" which is attached hereto.

\$ 545,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 550,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the

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

Buyer's Name: Burkow Living Trust Carl & Angelina Burkow

BUYER(S) INITIALS: CB, AB

Property Address: 1960 ROSEMERE CT

SELLER(S) INITIALS: /

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applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. APPRAISAL CONTINGENCY: Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than n/a calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.

C. LOAN CONTINGENCY: Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than n/a calendar days after Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.

D. CASH PURCHASE: Within 4 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY: This Agreement ☒ is not -OR- ☐ is contingent upon the sale (and closing) of another property which address is: _____
Said Property ☐ is ☐ is not currently listed -OR- ☐ is presently in escrow with _____
Escrow Number: _____ Proposed Closing Date: _____

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

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s);

The following additional items of personal property: _____

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Jaimie Ginoias title or escrow company ("Escrow Company") or ("ESCROW HOLDER") with Equity 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 Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and

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

Buyer's Name: Burkow Living Trust Carl & Angeline Burkow
Property Address: 1950 ROSEMEAD CT

BUYER(S) INITIALS: CB
SELLER(S) INITIALS: /

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LoreeBayliss@gmail.com

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the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before: 12/30/16 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation 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.

6. TITLE INSURANCE: This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title 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).

7. BUYER'S DUE DILIGENCE: Buyer's obligation is X is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise they do not. Buyer shall have 15 calendar days from Acceptance (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

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

B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS: If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest 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 any 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 _____ Seller's Initials _____

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

Buyer's Name: Burkow Living Trust Carl & Angeline Burkow

BUYER(S) INITIALS: CB / AB

Property Address: 1960 ROSEMERE CT

SELLER(S) INITIALS:

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D. **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 and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power 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 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 Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice.

(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By	Type	Paid By
Energy Audit	Waived	Fungal Contaminant Inspection	Waived	Well Inspection (Quantity)	N/A
Home Inspection	Buyer	Mechanical Inspection	Buyer	Well Inspection (Quality)	N/A
Termite/Pest Inspection	Waived	Pool/Spa Inspection	Buyer	Wood-Burning Device/Chimney Inspection	N/A
Roof Inspection	Buyer	Soils Inspection	Waived	Septic Inspection	N/A
Septic Lid Removal	N/A	Septic Pumping	N/A	Structural Inspection	Buyer
Survey (type):	N/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 fungal 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.

F. **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 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this 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.

G. **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:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	N/A	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Waived	Other:	

B. **PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, 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 prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

C. **PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such

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

Buyer's Name: Burton Living Trust Carl & Angelina Burkow

BUYER(S) INITIALS: CB, AB

Property Address: 1960 ROSEMEAD CT

SELLER(S) INITIALS: /

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exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

D. LENDER AND CLOSING FEES: In addition to Seller's expenses identified herein, Seller will contribute \$ 0 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with GBP ☐ Seller -OR- ☒ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 995.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

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

10. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- * Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his authorized agent.
- * If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- * Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

A. CIC RELATED EXPENSES: (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A)

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	N/A	CIC Capital Contribution	N/A	CIC Transfer Fees	N/A
Other:					

11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes

- ☒ Seller Real Property Disclosure Form: (NRS 113.130) ☐ Open Range Disclosure: (NRS 113.065)
- ☒ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- ☐ Other: (list) _____

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

Buyer's Name: Burkow Living Trust Carl & Angeline Burkow
Property Address: 1960 ROSEHURST CT

BUYER(S) INITIALS: CS
SELLER(S) INITIALS: _____

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lorraine@baylathsgmail.com

lstone@nps

AA000274

12. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. **WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate 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 Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.

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

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

16. **ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable 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 pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

18. **DEFAULT:**

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

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

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

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

Buyer's Name: Burkow Living Trust Carl & Angelina Burkow

BUYER(S) INITIALS: CB / AO

Property Address: 1950 ROSEMEAD CT

SELLER(S) INITIALS: /

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Lorree@baylissgmaill.com

Instant: CBAS

AA000275

Instructions to Escrow

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

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

Brokers

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

22. **WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, 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) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to 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 licensee working under a

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

Buyer's Name: Burkow Living Trust Carl & Angelina Burkow

BUYER(S) INITIALS: CB / AB

Property Address: 1960 ROSEMERE CT

SELLER(S) INITIALS:

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This form presented by Ms. Lorraine D. Raylatis | NRS Nevada Properties | 702-250-5735 |
LorraineRaylatis@gmail.com

Instructions

1 developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a
2 written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional.
3 "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property.
4 "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents
5 associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar
6 day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common
7 Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-
8 time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means
9 the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of
10 recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material
11 obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by
12 facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price
13 less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will
14 handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association
15 of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance
16 with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District.
17 "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as
18 Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance.
19 "PMI" means private mortgage insurance. "PST" means Pacific Standard Time, and includes daylight savings time if in
20 effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal
21 property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means
22 Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property.
23 "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is
24 the United States Code. "VA" is the Veterans Administration.

25 24. SIGNATURES, DELIVERY, AND NOTICES:

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

29 B. Except as otherwise provided in Section 10, when a Party wishes to provide notice as required in this
30 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
31 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
32 receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be
33 delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to
34 Escrow in the same manner.

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

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

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

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

51 Buyer's Name: Burkow Living Trust Carol & Augustine Burkow

52 BUYER(S) INITIALS: CB

53 Property Address: 1960 ROSEHIRE CT

54 SELLER(S) INITIALS: /

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This form presented by Ms. Lorree O Bayliss | BRSS Nevada Properties | 702-250-5735 |
 lorreebayliss@gmail.com

instantFORM

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

This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

27. ADDENDUM(S) ATTACHED: _____

28. ADDITIONAL TERMS:

1. To verify if any written documentation exists between the homeowners concerning the costs and maintenance of the cul-de-sac, if not, is there any other explanation how these matters are handled.

Buyer's Acknowledgement of Offer

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

Buyer's Broker: Forrest Barben
Company Name: BHRS Nevada Properties
Broker's License Number: _____
Phone: 702-250-5735
Fax: 702-317-3274

Agent's Name: Lorree D Baylatis
Agent's License Number: 8.031466.LLC
Office Address: 8850 W Sunset Rd Ste 200
City, State, Zip: Las Vegas NV 89148
Email: LorreeBaylatis@gmail.com

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal in the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal in the transaction. --OR--

☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) --OR-- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship)

Seller must respond by: 5:00 ☐ AM ☒ PM on (month) November, (day) 9, (year) 2015. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

<u>Carl Burkow</u> Buyer's Signature	<u>Burkow Living Trust</u> Buyer's Printed Name	<u>11/6/16</u> Date	<u>10:45</u> Time	☐ AM ☒ PM
<u>Angeline Burkow</u> Buyer's Signature	<u>Carl & Angeline Burkow</u> Buyer's Printed Name	<u>11/6/16</u> Date	<u>10:45</u> Time	☐ AM ☒ PM

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

Buyer's Name: Burkow Living Trust Carl & Angeline Burkow
Property Address: 1960 ROSEMERE CT

BUYER(S) INITIALS: CB / AB
SELLER(S) INITIALS: _____

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LorreeBaylatis@gmail.com

InstantECONOMY

AA000278

Seller's Response

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

Seller's Broker: Kenneth Lowman
Company Name: Luxury Homes of Las Vegas
Broker's License Number: _____
Phone: 702-215-4663
Fax: 702-215-4664

Agent's Name: Kenneth Lowman
Agent's License Number: B.0035728
Office Address: 7854 W Sahara Ave # 100
City, State, Zip: Las Vegas NV 89125-1545
Email: klowman@luxuryhomeslv.com

SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.232(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

DOES NOT have an interest in a principal to the transaction. --OR--

DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) --OR-- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) _____

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

SELLER DECLARES that he/she is not --OR-- is a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** /

ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

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

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

Buyer's Name: Burkow Living Trust Carl & Angeline Burkow
Property Address: 1960 ROSEBERRY CT

BUYER(S) INITIALS: CB, AB

SELLER(S) INITIALS: /

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LorraineBayliss@gmail.com

Instantaneous

AA000279

Tax Report

Clark County Property									
Parcel #:	163-03-313-008		Address:	1960 ROSEMERE CT		Zip Code:	89117-2060		
YN-RG-SE:	21 - 60.0 - 3		PropCity:	LAS VEGAS		ReAssd:	2017		
Tot Value:	\$213,606		Tax Dist:	LAS VEGAS CITY		Update:	10/24/2016		
GEO ID:	NZ SW4 21-60.0-3		Land Use:	1100010001/SFR					
			Census Tract:	2016					
Assessor Description									
File-Page:	PB 0059-0058		Subdivision:	/ROSEMERE COURT					
Assr Lot:	8	Block:	Phase:		Bldg:		Unit:		
Assr Apt:		Parcel:	Area:	502	Tract:		Outlot:		
Assr Desc:	ROSEMERE COURT FLAT BOOK 59 PAGE 58 LOT 8								
Owner & Doc Information									
Owner Name:	BOULDEN MARJORIE B TRUST				ETAL	DOC DATE	DOC NUMBER	OV	MUL
2nd Owner:	BOULDEN MARJORIE B TRS				N	07/31/1996	1996073101459		
Address(S):	1960 ROSEMERE Court -					05/19/1994	1994051901300		
City:	LAS VEGAS		State:	NV	Zip Code:	89117			
Prev Owner:	CANTOR CARL								
Own Phone:									
Land & Building Information									
Land Value:	\$47,250		Irregular:		Add Parking:		Nuisance:		
Front/Dpth:			Utility Util:		Rec Area:		Str Lights:		
Acres:	0.46		Str Paved:		Sidewalks:		Curb Gutter:		
Lot SqFt:	20,038		View:		Metro Map:	53 - A2			
Topography:			Azt Yr Bld:	1995					
Schools:			Eff Yr Bld:	1995					
Shopping:			Cost Class:	Good					
Impr Value:	\$166,356				Carpet:	60 %	Landscaping:		
Type Style:	1 STORY				Ceramic Tile:	40 %	Area:	502	
Architect:					Vinyl Tile:		Tot Rooms:	9	
Ext Wall:	Frm Stucco		Units:		Hardwood:		Bedrooms:	5	
Roof Matrl:	Conc Tile		Home Auto:		Cermt Vnd:	Y	Bathrooms:	4.50	
Flooring:	Conc		Security:	Y	Bl Refrig:	Y	Family Rms:	2	
Heat System:	Force Air		Intercom:	Y	Bl Micro:	N	Formal Din:	Y	
Air Cond:	Cent Cool		Range Fan:		Trash Cmpt:	N	Fireplaces:	2	
Central Air:			Range Oven:				Garbg Disp:		
							Dishwasher:	N	
Property Sub-Areas SqFt									
Living Area:	4,130		First Flr:	4,130		Porch 1:		Garage:	761
Building 1:	4,130		Second Flr:			Porch 2:		Carport:	
Total Bldg:	4,813		Abv Second:			Porch 3:		Storage:	
Apprx Addl Liv Area:			Apprx Total Liv Area:	4,130					
Pool:	450		Basement F:			Paving 1:	2/100	Deck:	424
Fence:			Basement U:			Paving 2:	1/2,550		
Extra Features Information									
Pool Heat:	Y		Tennis Ctr:			Porch/Patio:		SprinklrF:	
Jacuzzi/Spa:			Tns Lights:			Porch Cover:		Sprinklr:	
Deck:			Tns Fence:			Porch Deck:			
Fence:									
Sales & Loan Information									
	PRICE	DATE	TYPE	PCT OWN	DT				
MLS Sale:									
County 1:	\$535,000	07/01/1996	R/ RECORDED VALUE						
County 2:	\$97,500	05/19/1994	R/ RECORDED VALUE						
County 3:	\$97,500	05/01/1994	R/ RECORDED VALUE						
	LOAN AMOUNT	LENDER	TYPE	INT	TITLE				
	TOTAL TAX	TOTAL ASSE	IMPRV	LAND	PERS PROP	YEAR	EXEMPTION		
Cur:	\$5,186.25	\$213,606	\$166,356	\$47,250		2017			
Prev:	\$5,177.59	\$196,321	\$161,321	\$35,000		2016			
Y Rate:	3.28	Tot SA Bal:			PP Codes:				
Delinq:		Transfer/R:	/		Deeded/R:	/			
INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED						11/06/2016 10:18:10 AM			

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- Each party for whom the licensee is acting as an agent in the real estate transaction, and
- Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is	Lozsee D Bayliss
whose license number is	S. 0051466 LLC
The licensee is acting for [client's name(s)]	Burkow Living Trust
Carl & Angelina Burkow	who is/are the ☐ Seller/Landlord; ☒ Buyer/Tenant
Broker: The broker is	Forrest Barnes
whose company is	RRR Nevada Properties

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Disclose to each party to the real estate transaction as soon as practicable:
 - Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - Each source from which licensee will receive compensation.
- Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
- Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
- Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
- Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
- Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
- Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
- Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.
Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY () / OR MAY NOT ()
in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord:	Date:	Time:
Seller/Landlord:	Date:	Time:
OR Buyer/Tenant:	Date:	Time:
Buyer/Tenant:	Date:	Time:

Approved Nevada Real Estate Division
Replaces all previous versions

525
Revised 7/13/2016

This form presented by No. Lozsee D Bayliss : RRR Nevada Properties : 702-250-5735 | LozseeBayliss@rrr.com

InstantForms

AA000281

GLVAR		Single Family Residential		Ownership		11/06/2016 10:18 AM	
ML#	1834412	Offic	LHLV	PubID	010458	Status	A-ER
Address	1960 / ROSEMERE / Court		Unit			StatusUpdate	
Building #		BlDr/Manf	Model			CondoCnv	Zip
County	CLARK	Parcel#	163-03-313-008	Zoning	SINGLE	Studio	YrBult
Cmnty	NONE	Subdiv	ROSEMERE COURT			City/Town	Las Vegas
Assoc/Comm Real Desc		CC&RS, Gated				Gated	Yes
						AgeRestrict	N
Elem K-2	DERF	Elem 3-5	DERF	YrRound	N	Junior	JOHN
						Highsch	BNZA
						Subdiv#	
						CenStrct	2016
						MetrcMap	S3-A2
PROPERTY INFORMATION				#Baths	FR	3/4	NB
					3	1	1
Bldg Desc	1STORY	Prp Desc					
Type	DETACHED	Conv					
Roof	PITCHED, TILE	Unit Desc		#Bedrms	5	#Den/Oth	0
Garage	3/ATTACHD, AUTODR, ENTRYHS			Converted Garage	N	Prkng Desc	
AppxlvArea	4,130	#Acres +/-	0.460	Lot SqFt	20,038	Lot Desc	14TQ1AC
ApprxAddlvArea				ApprxTotallvArea	4,130		
Manuf		Length		Width		MM-YrBk	
PvSpa	Yes/INGRD, OUTDOOR	PvPool	Y/INGRND, POOLSPA			Pool Size +/-	30X60
Dir	West on Sahara to Tenaya, Right on Tenaya, Left at Rosemere (gate), Left on Rosemere						
Public	Large single story in quiet, privately gated community with a cozy gated courtyard entry and electronically gated area for the 3 car garages. The interior boasts a large living room, dining room and family room with a fireplace, spacious kitchen with granite counters, enormous island, nook, pantry and pot sink, the master bedroom has a fireplace, jetted tub, separate shower and French doors to the spacious backyard with						
Remarks							
Ag/Ag	sparkling swimming pool, spa, built-in BBQ and lush, well established landscaping! With 5 bedrooms, 4 1/2						
Remarks	bathrooms, this home is ideal for family living.						
Master Bed Room	22x18	CEILIT, SEPRAT, WICLOS		Master Bath	DBLSNK, MAKEUP, SEPSHW, TUBJECT		
2nd Bedroom	17x15	DNSTRS, WICLOS		3rd Bedroom	13x12	DNSTRS, MIRROR, WBATH	
4th Bedroom	16x15	DNSTRS, WICLOS, WBATH		5th Bedroom	19x17	DNSTRS, WICLOS, WBATH	
Dining Room	13x11	FORDIN		Family Room	22x20	DNSTRS, SEPFAM	
Kitchen		BRKBAR, NOOK, GRNCTP, ISLAND, RECESS, PANTRY, TILE		Living Room	15x14	ENTFQY, FORMAL	
MBR Down?		Bed On	Y	Ba On	Y	Ba On Desc.	F
Constructn				Furnished Desc			
Refrg	Y	Dishw	Washer Inc	N	Dryer Inc	N	
QthApplnces	NONE			DryerUlt	E	Location	1STFLR, ROOM
Interior	BLINDS, CEILFN			Oven Desc	COKTOPG, DBLOVNE		
Firepl	2/GAS, 1WOWAY			Flooring	CARPET, CERAMIC		
Firepl Loc	FAMILY, MBRRA, MASTER			Fence	BF/BLOCK		
House face	East	House Views				Equest	NONE
Exterior	BITORBBQ, COURTYD, CVPATIO, PATIO, PRIVYRD					Miscal	HPF
Landscap	BUBDRIP, LAWNFR, FRNSPR, MATURE, LAWNRR, RENSPR, SHRUBS					Water	PUBLIC
Heat Sys	2PLUSUNITS, CENTRAL	HuFuel	GAS			Sewer	PUBLIC
Cool Sys	2UNITSPLUS, CENTRAL	CLFuel	ELEC	Grd Mounted	Y	Sol Elec	None
Utility Info	CABAVL, SATDISH, UNGRND, Engrvy	DUALPNE					
VOW/FINANCIAL/LISTING OFFICE INFORMATION				Internet	Y	Public Address	Y
Assoc Fee	N	AssocName		Assoc Ph		AVM	Y
Assoc Fee1		Assoc Fee2		Assessmt	N	Assessment Amt	
Assoc Fee Includes				SID/LID?	N	SID/LID	
Earn Dep	\$30,000	Ann Tax	\$5,186	N Parels	N	Reps/REO	N
Finance Consid	CASH, CONV	Court App	N	TempOff%	Status	Rent	Pos
Lockbox	E LockboxLocation front	Short Sale	N				COE
LAgent	Kenneth Lowman	FIRPTA?	N				
		LAph	702-216-4663	REALTOR	Y	PhotoExcl	
							LeaseEnd
Office	Luxury Homes of Las Vegas			OffPh	702-216-4663	BrokerName	Kenneth Lowman
Off Add	7854 W Sahara Ave # 100, Las Vegas 89117-1344			CoOn	3.000%	Flat Fee	
Ag Fax #	702-274-4984 Email: klowman@luxuryhomeslv.com			Vr	Ex	N	
Contact	Kenneth Lowman			VTour	Y	OwnLc	N
Resident	Call Listing	ResPh	702-216-4663	Occup	VAC	Power ON	
	Agent					AuctTyp	
Showing	KEYANY	GateCode	#0629	Act DOM	52	AuctDt	
ContDesc	Comb0	GateCode2		OrigListPrice	\$619,900	ExpDt	WD
Book a Showing							

Energy-Efficient/GREEN Information:
Green Building Certification No

Presented by: Office Name

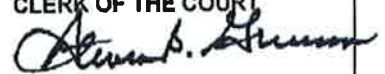
SHS Nevada Properties

Agent: Lorrea D. Baylatis

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED. IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT.

Exhibit 10

Exhibit 10



ORDER

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 Defendants
TRUDI LEE LYTLE, JOHN ALLEN LYTLE,
& THE LYTLE TRUST

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARJORIE B. BOULDEN, TRUSTEE OF THE
MARJORIE B. BOULDEN TRUST, LINDA
LAMOTHE AND JACQUES LAMOTHE,
TRUSTEES OF THE JACQUES & LINDA
LAMOTHE LIVING TRUST

Plaintiff,

v.

TRUDI LEE LYTLE, JOHN ALLEN LYTLE,
THE LYTLE TRUST, DOES I through X,
inclusive, and ROE CORPORATIONS I through
X,

Defendants.

Case No.: A-16-747800-C
Dept.: XVI

**ORDER GRANTING MOTION TO
ALTER OR AMEND FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

Hearing: June 29, 2017

Plaintiffs' Motion for Partial Summary Judgment and Defendants' Counter Motion for Summary Judgment having come on for hearing before this Court on of April 13, 2017. 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. After hearing, the Court entered Findings of Fact, Conclusions of Law and entered an Order Granting Plaintiffs' Motion for Partial Summary Judgment on April 25, 2017.

///

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

5 The Court having reviewed the Defendants' Motion, Plaintiff's Opposition and the
 6 Defendants' Reply, all documents attached thereto or otherwise filed in this case, and good cause
 7 appearing therefore, grants Defendants' Motion to Alter and Amend Judgment pursuant to EDCR
 8 2.24(b), and the Court makes the following Amendment Findings of Fact and Conclusions of Law,
 9 granting Plaintiffs' Motion for Partial Summary Judgment.

10 FINDINGS OF FACT

11 1. Mrs. Boulden is trustee of the Marjorie B. Boulden Trust (hereinafter "Mrs.
 12 Boulden") which owns that residential property known as parcel number 163-03-313-008 also
 13 known as 1960 Rosemere Ct., Las Vegas, NV 89117 ("the Boulden Property").

14 2. Mr. and Mrs. Lamothe are the trustees of the Linda Lamothe and Jacques Lamothe
 15 Living Trust (hereinafter "Mr. and Mrs. Lamothe") which owns that certain residential property
 16 known as parcel number 163-03-313-002 also known as 1830 Rosemere Ct., Las Vegas, NV 89117
 17 (the "Lamothe Property").

18 3. The Boulden Property and the Lamothe Property are located in the Rosemere Court
 19 subdivision and are subject to the CC&Rs recorded January 4, 1994 (the "Original CC&Rs").

20 4. John Allen Lytle and Trudi Lee Lytle are the Trustees of the Lytle Trust (collectively
 21 the "Defendants") which owns that certain residential property known as parcel number 163-03-313-
 22 009 (the "Lytle Property").

23 5. In 2009, the Defendants sued the Rosemere Estates Property Owners Association (the
 24 Association") in the Eighth Judicial District Court, case # A-09-593497-C (the "Rosemere LPA
 25 Litigation").

26 6. None of the Plaintiffs were ever parties in the Rosemere LPA Litigation.

27 7. None of the Plaintiffs were a "losing party" in the Rosemere LPA Litigation as that
 28 term is found in Section 25 of the Original CC&Rs.

1 8. The Defendants obtained a Summary Judgment for Declaratory Relief from the
2 District Court in the Rosemere LPA Litigation, which found and ruled as follows:

3 a. The Association is a limited purpose association under NRS 116.1201, is not
4 a Chapter 116 "unit-owners' association," and is relegated to only those
5 specific duties and powers set forth in Paragraph 21 of the Original CC&Rs
6 and NRS 116.1201.

7 b. The Association did not have any powers beyond those of the "property
8 owners committee" designation in the Original CC&Rs – simply to care for
9 the landscaping and other common elements of Rosemere Estates as set forth
10 in Paragraph 21 of the Original CC&Rs.

11 c. Consistent with the absence of a governing body, the Developer provided
12 each homeowner the right to independently enforce the Original CC&Rs
13 against one another.

14 d. The Amended and Restated CC&Rs recorded with the Clark County
15 Recorder's Office as Instrument #20070703-0001934 (the "Amended
16 CC&Rs") are invalid, and the Amended CC&Rs have no force and effect.

17 9. Pursuant to NRS 116.1201(2) much of NRS Chapter 116 does not apply to the
18 Association because it is a limited purpose association that is not a rural agricultural residential
19 community.

20 10. After obtaining Summary Judgment in the Rosemere LPA Litigation, the Defendants
21 filed a Motion for Attorneys' Fees and Costs against the Association, and conducted a prove-up
22 hearing on damages. After hearing all matters, a Final Judgment was entered in the Defendants'
23 favor against the Association for \$361,238.59, which includes damages, attorneys' fees and costs
24 (the "Final Judgment").

25 11. After obtaining the Attorneys' Fees Judgment, the Defendants, on August 16, 2016,
26 recorded with the Clark County Recorder's office an Abstract of Judgement referencing the Final
27 Judgment against the Association, recorded as Instrument #20160818-0001198 (the "First Abstract
28 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.

///

14. On September 2, 2016, the Defendants recorded with the Clark County Recorder's office an Abstract of Judgment 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.

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.

///

///

9. The First Abstract of Judgment recorded as Instrument #20160818-0001198 was improperly recorded against the Boulden Property and constitutes a cloud against the Boulden Property.

10. The Second Abstract of Judgment recorded as Instrument #20160902-0002684 improperly recorded against the Lamothe Property and constitutes a cloud against the Lamothe Property.

11. The Third Abstract of Judgment recorded as Instrument #20160902-0002690 was improperly recorded against the Boulden Property and constitutes a cloud against the Boulden Property.

12. The Court does not make any findings that the Defendants slandered title to Plaintiffs' properties, and this issue is left to trier of fact.

ORDER

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

IT IS HEREBY ORDERED ADJUDGED AND DECREED that Plaintiffs' Motion for Partial Summary Judgment is GRANTED as to Plaintiffs' claims and causes of action for quiet title and declaratory relief, the Second and Third Causes of Action in Plaintiffs' First Amended Complaint.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that Defendants' Motion for Summary Judgment is DENIED.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants improperly clouded the title to the Boulden Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants improperly clouded the title to the Lamothe Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the First Abstract of Judgment recorded as Instrument #20160818-0001198 in the Clark County Recorder's Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

///

1 **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Second
2 Abstract of Judgment recorded as Instrument #20160902-0002684 in the Clark County Recorder's
3 Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

4 **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Third
5 Abstract of Judgment recorded as Instrument #20160902-0002690 in the Clark County Recorder's
6 Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

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

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

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the
9 Defendants are hereby ordered to release the First Abstract of Judgment, the Second Abstract of
10 Judgment, and the Third Abstract of Judgment recorded with the Clark County Recorder within
11 ten (10) days after the date of Notice of Entry of this Order.
12

13 DATED this 19th day of July 2017

14
15 
16 DISTRICT COURT JUDGE
17 

18 Submitted by:
19 FOLEY & OAKES, PC

20 Daniel T. Foley, Esq.
21 626 S. 8th St.
22 Las Vegas, Nevada 89101
23 Attorney for Plaintiffs

24 Approved as to form:

25 Richard E. Maskin, Esq.
26 Gibbs Giden Locker Turner Senet & Wittbrodt LLP
27 1140 N. Town Center Dr., Ste. 300
28 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**

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

Recorded By: MAYSM Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN No.: 163-03-313-002

APN No.: 163-03-313-008

RELEASE OF ABSTRACT OF JUDGMENT

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Govt. Code 27361.6)
(Additional recording fee applies)**

1889599.1

AA000292

1 **RELS**

Richard E. Haskin, Esq.

2 Nevada State Bar # 11592

Timothy P. Elson, Esq.

3 Nevada State Bar # 11559

GIBBS GIDEN LOCHER TURNER

4 **SENET & WITTBRODT LLP**

1140 N. Town Center Drive, Suite 300

5 Las Vegas, Nevada 89144-0596

(702) 836-9800

6 Attorneys for Plaintiff

7 **JOHN ALLEN LYTLE and**

8 **TRUDI LEE LYTLE**

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **JOHN ALLEN LYTLE and TRUDI LEE LYTLE,**
as Trustees of the Lytle Trust,

12 Plaintiff,

13 v.

14 **ROSEMERE ESTATES PROPERTY OWNERS'**
ASSOCIATION; and DOES 1 through 10,
15 inclusive,

16 Defendants.

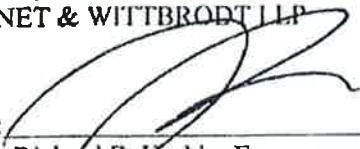
CASE NO. A-09-593497-C
Dept.: XII

**RELEASE OF ABSTRACT OF
JUDGMENT**

17 Judgment creditor and Plaintiffs JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as
18 Trustees of the Lytle Trust ("Plaintiffs") hereby withdraw and release the Abstract of Judgment
19 recorded in Clark County Recorder's Office on or about August 18, 2016 as instrument number
20 201660818-0001198 only as to the real properties identified as APN 163-03-313-002 and APN 163-
21 03-313-008.

22
23 DATED: May 9, 2017

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

24
25 By: 

Richard E. Haskin, Esq.

26 Nevada State Bar # 11592

1140 N. Town Center Drive, Suite 30

27 Las Vegas, Nevada 89144

Attorneys for Plaintiff

28 **JOHN ALLEN LYTLE and TRUDI LEE LYTLE**

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STATE OF NEVADA)

COUNTY OF CLARK)

On May 9, 2017, before me, Shara Berry, Notary Public, personally appeared Richard E Haslein, 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.

Signature Shara Berry

(seal)



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

3

THIS SPACE FOR RECORDER'S

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)

1889601.1

AA000295

1 **RELS**

Richard E. Haskin, Esq.

2 Nevada State Bar # 11592

Timothy P. Elson, Esq.

3 Nevada State Bar # 11559

GIBBS GIDEN LOCHER TURNER

4 **SENET & WITTBRODT LLP**

1140 N. Town Center Drive, Suite 300

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(702) 836-9800

6 Attorneys for Plaintiff

7 JOHN ALLEN LYTLE and

8 TRUDI LEE LYTLE

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
as Trustees of the Lytle Trust,

12 Plaintiff,

13 v.

14 ROSEMER ESTATES PROPERTY OWNERS'
ASSOCIATION; and DOES 1 through 10,
15 inclusive,

16 Defendants.

CASE NO. A-09-593497-C

Dept.: XII

**RELEASE OF ABSTRACT OF
JUDGMENT**

17 Judgment creditor and Plaintiffs JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as
18 Trustees of the Lytle Trust ("Plaintiffs") hereby withdraw and release the Abstract of Judgment
19 recorded in Clark County Recorder's Office on or about September 2, 2016 as instrument number
20 20160902-0002684.

21
22 DATED: May 9, 2017

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

23
24 By: 

25 Richard E. Haskin, Esq.

26 Nevada State Bar # 11592

1140 N. Town Center Drive, Suite 30

27 Las Vegas, Nevada 89144

Attorneys for Plaintiff

28 JOHN ALLEN LYTLE and TRUDI LEE LYTLE

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STATE OF NEVADA)

COUNTY OF CLARK)

On May 9, 2017, before me, Shara Berry, Notary Public, personally appeared Richard E. Haskin, 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.



Signature Shara Berry

(seal)

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

3

THIS SPACE FOR RECORDER

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

RELEASE OF ABSTRACT OF JUDGMENT

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

1889602.1

AA000298

1 **RELS**
2 Richard E. Haskin, Esq.
3 Nevada State Bar # 11592
4 Timothy P. Elson, Esq.
5 Nevada State Bar # 11559
6 **GIBBS GIDEN LOCHER TURNER**
7 **SENET & WITTBRODT LLP**
8 1140 N. Town Center Drive, Suite 300
9 Las Vegas, Nevada 89144-0596
10 (702) 836-9800

11 Attorneys for Plaintiff
12 **JOHN ALLEN LYTLE and**
13 **TRUDI LEE LYTLE**

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 **JOHN ALLEN LYTLE and TRUDI LEE LYTLE,**
17 **as Trustees of the Lytle Trust,**

18 Plaintiff,

19 v.

20 **ROSEMERE ESTATES PROPERTY OWNERS'**
21 **ASSOCIATION; and DOES 1 through 10,**
22 **inclusive,**

23 Defendants.

CASE NO. A-09-593497-C
Dept.: XII

**RELEASE OF ABSTRACT OF
JUDGMENT**

24 Judgment creditor and Plaintiffs JOHN ALLEN LYTLE and TRUDI LEE LYTLE, as
25 Trustees of the Lytle Trust ("Plaintiffs") hereby withdraw and release the Abstract of Judgment
26 recorded in Clark County Recorder's Office on or about September 2, 2016 as instrument number
27 20160902-0002690.
28

DATED: May 9, 2017

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: _____

Richard E. Haskin, Esq.
Nevada State Bar # 11592
1140 N. Town Center Drive, Suite 30
Las Vegas, Nevada 89144
Attorneys for Plaintiff
JOHN ALLEN LYTLE and TRUDI LEE LYTLE

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STATE OF NEVADA)
)
COUNTY OF CLARK)

On May 9, 2017, before me, Shara Berry, Notary Public, personally appeared Richard E. Harkin, 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.

Signature Shara Berry

(seal)



Exhibit 12

Exhibit 12



1 Richard E. Haskin, Esq.
Nevada State Bar # 11592
2 **GIBBS GIDEN LOCHER TURNER**
3 **SENET & WITTBRODT LLP**
1140 N. Town Center Drive, Suite 300
Las Vegas, Nevada 89144-0596
Telephone: (702) 836-9800
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5 Attorneys for Plaintiffs
6 JOHN ALLEN LYTLE and
TRUDI LEE LYTLE

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

10 JOHN ALLEN LYTLE and TRUDI LYTLE, as
11 Trustees of the Lytle Trust,

CASE NO. A-10-631355-C
Dept.: XXXII

12 Plaintiffs,
13 v.

ABSTRACT OF JUDGMENT

14 ROSEMERE ESTATES PROPERTY OWNERS
ASSOCIATION, a Nevada non-profit corporation;
and DOES I through X, inclusive,

15 Defendants.

16
17
18 ROSEMERE ESTATES PROPERTY OWNERS
ASSOCIATION, a Nevada non-profit corporation;
19 and DOES I through X, inclusive,

20 Counterclaimants,

21 v.

22 JOHN ALLEN LYTLE and TRUDI LYTLE, as
23 Trustees of the Lytle Trust,

24 Counterdefendants.

25 ///

26 ///

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JUL 12 2017

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

DATED: July 20, 2017


DISTRICT COURT JUDGE

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 32

Respectfully requested by:

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

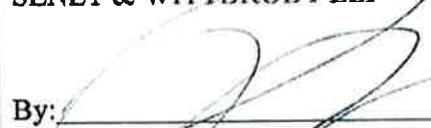
By: 
Richard E. Haskin, Esq.
Nevada State Bar # 11592
Timothy P. Elson, Esq.
Nevada State Bar # 11559
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113-4059
Attorneys for Plaintiffs
JOHN ALLEN LYTLE and TRUDI LEE
LYTLE

Exhibit 13

Exhibit 13

A- 15- 716420- C

DISTRICT COURT CIVIL COVER SHEET

XXX

County, Nevada

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

John Allen Lytle and Trudi Lee Lytle, as Trustees of the Lytle Trust

Defendant(s) (name/address/phone):

Rosemere Estates Property Owners' Association

Attorney (name/address/phone):

Richard E. Haskin, Esq.
 7450 Arroyo Crossing Parkway, Suite 270
 Las Vegas, Nevada 89113
 (702) 836-9800

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant ☐ Unlawful Detainer ☐ Other Landlord/Tenant Title to Property ☐ Judicial Foreclosure ☐ Other Title to Property Other Real Property ☐ Condemnation/Eminent Domain ☐ Other Real Property	Negligence ☐ Auto ☐ Premises Liability ☐ Other Negligence Malpractice ☐ Medical/Dental ☐ Legal ☐ Accounting ☐ Other Malpractice	Torts Other Torts ☐ Product Liability ☐ Intentional Misconduct ☐ Employment Tort ☐ Insurance Tort ☐ Other Tort
Probate <i>(select case type and estate value)</i> ☐ Summary Administration ☐ General Administration ☐ Special Administration ☐ Set Aside ☐ Trust/Conservatorship ☐ Other Probate Estate Value ☐ Over \$200,000 ☐ Between \$100,000 and \$200,000 ☐ Under \$100,000 or Unknown ☐ Under \$2,500	Construction Defect & Contract Construction Defect ☐ Chapter 40 ☐ Other Construction Defect Contract Case ☐ Uniform Commercial Code ☐ Building and Construction ☐ Insurance Carrier ☐ Commercial Instrument ☐ Collection of Accounts ☐ Employment Contract ☐ Other Contract	Judicial Review/Appeal Judicial Review ☐ Foreclosure Mediation Case ☐ Petition to Seal Records ☐ Mental Competency Nevada State Agency Appeal ☐ Department of Motor Vehicle ☐ Worker's Compensation ☐ Other Nevada State Agency Appeal Other ☐ Appeal from Lower Court ☐ Other Judicial Review/Appeal
Civil Writ Civil Writ ☐ Writ of Habeas Corpus ☐ Writ of Mandamus ☐ Writ of Quo Warrant ☐ Writ of Prohibition ☐ Other Civil Writ		Other Civil Filing Other Civil Filing ☐ Compromise of Minor's Claim ☐ Foreign Judgment ☒ Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

April 1, 2015

Date

Signature of initiating party or representative

See other side for family-related case filings.

AA000305


CLERK OF THE COURT

COMP

Richard E. Haskin, Esq.
Nevada State Bar # 11592
GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113-4059
(702) 836-9800

Attorneys for Plaintiff
JOHN ALLEN LYTLE and TRUDI LEE
LYTLE

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
as Trustees of the Lytle Trust,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY OWNERS'
ASSOCIATION; SHERMAN L. KEARL, an
individual, GERRY G. ZOBRIST, an individual,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. A- 15- 716420- C
Dept.: XXX

**COMPLAINT FOR DECLARATORY
RELIEF**

ARBITRATION EXEMPT
(Appeal from Arbitration; Declaratory Relief
Requested)

COMES NOW Plaintiff, the LYTLE TRUST, by and through its Trustees, John Allen Lytle
and Trudi Lee Lytle, herein by and through their attorneys, GIBBS GIDEN LOCHER TURNER,
SENET & WITTBRODT, LLP, and Richard E. Haskin, Esq., and for its Complaint against
ROSEMERE ESTATES PROPERTY OWNERS ASSOCIATION (the "Association"), states unto
this Court as follows:

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GENERAL ALLEGATIONS

1
2 1. Plaintiff, the Lytle Trust ("Plaintiff"), is the current owner of real property located
3 1930 Rosemere Court, in Clark County, Nevada, APN 163-03-313-009, and described as:

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

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

10 2. Defendant, the Association, at all times herein mentioned is comprised of nine (9)
11 owners of single family lots all as more particularly described in the recorded Declaration of
12 Covenants, Conditions and Restrictions, dated January 4, 1994 (the "CC&Rs") for the Association,
13 as recorded in the official records of the Clark County Nevada Recorder's office. A true and correct
14 copy of the CC&Rs is attached hereto, and incorporated herein, as Exhibit "2."

15 3. The true names and capacities of Defendants sued herein as DOES 1 through 10,
16 inclusive, and each of them, are presently unknown to Plaintiff, and, therefore, they are sued herein
17 under fictitious names, and when the true names are discovered, Plaintiff will seek leave to amend
18 this Complaint and proceedings herein to substitute the true names of said Defendants. Plaintiff is
19 informed and believes and based thereon alleges that each of the Defendants designated herein as a
20 DOE is negligent or responsible in some manner for the events herein referred to and negligently,
21 carelessly, recklessly and in a manner that was grossly negligent and willful and wanton, caused
22 damages proximately thereby to the Plaintiff as herein alleged.

23 4. Plaintiff's Property is located within Rosemere Estates.

24 5. That since the Association is comprised of only nine (9) units, the Association is
25 classified as a small planned community pursuant to NRS 116.1203, and is exempt from many of the
26 provisions of NRS Chapter 116. Further, the Association is a *limited purpose association* pursuant
27 to NRS 116.1201.

28 ///

6. The CC&Rs provide, in pertinent part:

- a) Establishment of a "property owners committee" responsible for (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.
- b) "...an owner or owners of any of the lots shall have the right to enforce any or all of the provisions of the covenants, conditions and restrictions upon any other owner or owners."

7. Pursuant to the direction of the CC&Rs, the Rosemere Estates owners formed the "owners' committee," tasked with the limited landscape maintenance duties set forth in the CC&Rs.

8. On February 25, 1997, the Rosemere Estates homeowners on the "owners' 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.

9. NRS 116.1201, 116.31083, and 116.31152 requires that a limited purpose association, such as the Association, maintain a Board of Directors.

10. The Association at all times has been governed by a three (3) person Board of Directors, consisting of a President, Secretary and Treasurer.

11. The Association consistently held Board elections through March 2010, pursuant to 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.

12. The Board last held an election on March 24, 2010. The Board members in place from 2010 through July 2013 were as follows: Ray Sandoval (President), Orville McCumber (Secretary), and Johnnie McCumber (Treasurer).

///

1 13. On January 27, 2014, during an unrelated court hearing involving the Association,
2 Orville McCumber, former Board Secretary, testified under oath that he no longer sat on the
3 Association's Board. In August 2015, Ray Sandoval, former Board President, told Plaintiff that the
4 Board "dissolved" and had not conducted any business since July 29, 2013. During this
5 conversation, Mr. Sandoval stated that the Board had not conducted any meetings since July 2013,
6 and did not intend on conducting any future meetings or conducting any future Association business.
7 It was abundantly clear from this conversation that the Board simply does not exist, and all former
8 officers abandoned their positions.

9 14. Presently, there is no sitting and acting Board for the Association, even though such a
10 board is mandated pursuant to NRS 116.1201, 116.31083, 116.31152.

11 15. As a result of not having a Board, the Association cannot conduct business and
12 maintain the community as required by the CC&RS, and Chapters 82 and 116 of the Nevada
13 Revised Statutes. Therefore, the Rosemere Estates community has begun to dilapidate. Further, the
14 Association has not paid its annual dues to the Nevada Secretary of State, the Nevada Department of
15 Real Estate or filed any of the required forms with these agencies. As it stands, the Association is in
16 "default" status with the Nevada Secretary of State.

17 16. Further, the Association presently is defending and maintaining appeals with the
18 Nevada Supreme Court, and the attorneys for the Association are acting without any direction or
19 control. There is no Board to enjoy the attorney client privilege, direct counsel, or review and pay
20 attorneys' fee bills and court costs.

21 17. It also is unknown at this time to Plaintiff or the Association members who possesses
22 the Association's checkbook and is maintaining the Association's business and attorney-client
23 records. Pursuant to NRS 116.311395, only a Board member or a community manager is authorized
24 to deposit, maintain, or invest community funds. As such, an election needs to be held immediately
25 in order to place a Board and re-commence the maintenance and affairs of the Association.

26 18. Plaintiff has demanded that the Association's attorneys conduct an election for a
27 Board for the reasons set forth above, which demands have been rejected.

28 ///

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.

25. That the CC&Rs provide for the award of reasonable attorney fees and costs to a prevailing party.

6 **WHEREFORE**, Plaintiff prays that this Court:

7 FIRST CAUSE OF ACTION

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

9 A. Enter a Declaratory Judgment in favor of Plaintiff and against the Association finding
10 and declaring that (1) Chapter 116 requires the Association to have a Board of Directors at all times;
11 (2) that the Association currently does not have a Board of Directors, and (3) that an election must
12 be immediately conducted by the Association to fill all three positions for the Association's Board of
13 Directors;

14 B. That because Chapter 116 does not prescribe a method of election for a limited
15 purpose association, that the election shall be conducted in the manner and methods prescribed by
16 Chapter 82 of the Nevada Revised Statutes;

17 C. That this Court appoint a neutral third party to maintain and monitor the election
18 pursuant to this Court's order;

19 D. Enter an injunction mandating that the foregoing election take place immediately;

20 E. For an order directing a neutral third party to locate and maintain the Association's
21 records, files, documents, and checkbooks until such time as a new Board of Directors is elected
22 pursuant to this Court's order;

23 F. For attorneys' fees and costs pursuant to the CC&Rs and NRS 116.4117; and

24 |||

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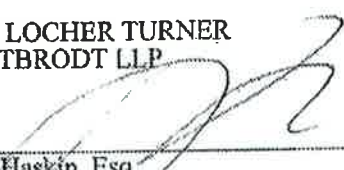
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1 G. Award Plaintiff such further or other relief as this Court finds it just and proper in the
2 premises for a complete administration of justice.

3
4 DATED: April 1, 2015

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

5
6 By: 

Richard E. 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

10
11 **COMPLETION OF NRS CHAPTER 38 DISPUTE RESOLUTION PROGRAM**

12 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

17 John Allen Lytle, as Co-Trustee of the
Lytle Trust

18
19 Dated: April __, 2015

20 Trudi Lee Lytle, as Co-Trustee of the
Lytle Trust

ERROR! MAIN DOCUMENT ONLY GIBBS, GIDEN,
LOCHER, TURNER & SENET LLP

1 G. Award Plaintiff such further or other relief as this Court finds it just and proper in the
2 premises for a complete administration of justice.

3
4 DATED: April 1, 2015

GIBBS, GIDEN, LOCHER, TURNER & SENET LLP

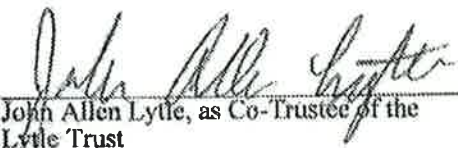
5
6 By:

Richard E. 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

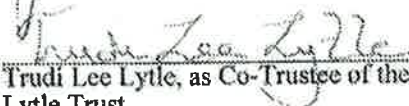
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11 I, John Allen and Trudi Lee Lytle, Trustees of the Lytle Trust, do hereby swear, under
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13 Complaint have been referred to mediation pursuant to the provisions of NRS 38.300 to 38.360,
14 inclusive.

15
16 Dated: April 1, 2015

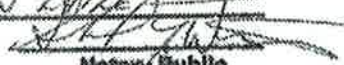

John Allen Lytle, as Co-Trustee of the
Lytle Trust

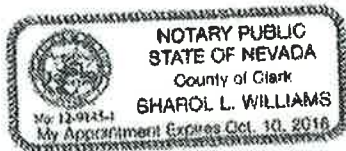
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18 Dated: April 1, 2015


Trudi Lee Lytle, as Co-Trustee of the
Lytle Trust

19
20
21 State of Nevada
County of Clark

22 This instrument was acknowledged before
23 me this 1 day of April, 2015
24 by J. ALLEN LYTLE


Notary Public




CLERK OF THE COURT

1 **ERR**
2 Richard E. Haskin, Esq.
3 Nevada State Bar # 11592
4 GIBBS GIDEN LOCHER TURNER
5 SENET & WITTBRODT LLP
6 7450 Arroyo Crossing Parkway, Suite 270
7 Las Vegas, Nevada 89113-4059
8 (702) 836-9800

9 Attorneys for Plaintiff
10 JOHN ALLEN LYTLE and TRUDI LEE
11 LYTLE, as Trustees of the Lytle Trust

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
15 as Trustees of the Lytle Trust,

CASE NO. A-15-716420-C
Dept.: XXX

16 Plaintiff,

**PLAINTIFFS' ERRATA TO COMPLAINT
FOR DECLARATORY RELIEF**

17 v.

18 ROSEMERE ESTATES PROPERTY OWNERS'
19 ASSOCIATION; and DOES 1 through 10,
20 inclusive,

ARBITRATION EXEMPT
(Declaratory Relief Requested)

21 Defendants.

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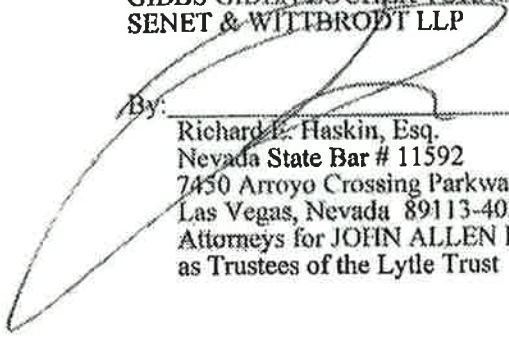
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1 COMES NOW Plaintiff, the LYTLE TRUST, by and through its Trustees, John Allen Lytle
2 and Trudi Lee Lytle, herein by and through their attorneys, GIBBS GIDEN LOCHER TURNER,
3 SENET & WITTBRODT, LLP, and Richard E. Haskin, Esq., hereby files an Errata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

8
9
10 GIBBS GIDEN LOCHER TURNER
11 SENET & WITTBRODT LLP

12 By: 

13 Richard E. Haskin, Esq.
14 Nevada State Bar # 11592
15 7450 Arroyo Crossing Parkway, Suite 270
16 Las Vegas, Nevada 89113-4059
17 Attorneys for JOHN ALLEN LYTLE and TRUDI LYTLE,
18 as Trustees of the Lytle Trust
19
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Exhibit 14

Exhibit 14



ORD
Richard E. Haskin, Esq.
Nevada State Bar # 11592
GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP
7450 Arroyo Crossing Parkway, Suite 270
Las Vegas, Nevada 89113-4059
(702) 836-9800

Attorneys for Plaintiff
JOHN ALLEN LYTLE and TRUDI LEE
LYTLE, as Trustees of the Lytle Trust

DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
as Trustees of the Lytle Trust,

CASE NO. A-15-716420-C
Dept.: XXX

Plaintiff,
v.

**ORDER GRANTING SUMMARY
JUDGMENT**

ROSEMERE ESTATES PROPERTY OWNERS'
ASSOCIATION; and DOES 1 through 10,
inclusive,

Defendants.

PLEASE TAKE NOTICE that on May 10, 2016, the Court heard Plaintiffs JOHN ALLEN LYTLE and TRUDI LYTLE, as Trustees of the Lytle Trust (hereinafter "Plaintiff" or the "Lyttles") MOTION FOR SUMMARY JUDGMENT in the above-captioned matter, filed on September 14, 2016. After considering the First Amended Complaint, deemed filed by Order of this Court on April 7, 2016, the Motion for Summary Judgment, the Declaration of Trudi Lytle, and evidence submitted therewith, and hearing oral argument, and no opposition having been filed by Defendant and Counterclaimant ROSEMERE ESTATES PROPERTY OWNERS ASSOCIATION ("Defendant"), the Court grants Plaintiffs' Motion for Summary Judgment.

☐ Voluntary Dismissal	☒ Summary Judgment
☐ Involuntary Dismissal	☐ Stipulated Judgment
☐ Stipulated Dismissal	☐ Default Judgment
☐ Motion to Dismiss by Deft(s)	☐ Judgment of Arbitration

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I. FINDINGS OF FACT

1. At all relevant times, Plaintiff has owned real property located at 1930 Rosemere Court, Las Vegas, Nevada, Assessor Parcel No. 163-03-313-009, which was and is part of Rosemere Estates ("Rosemere Estates").

2. Rosemere Estates consists of nine (9) properties, which originally were sold as undeveloped lots.

3. As an owner of one (1) of nine (9) lots, the Plaintiff represents 11% of the voting power.

4. Rosemere Estates is governed by the community's CC&Rs, which were drafted by the Developer, and dated January 4, 1994 (the "CC&Rs").

5. The CC&Rs created a "property owners' committee" ("Owners Committee").

6. On February 25, 1997, the Owners Committee, unanimously formed "Rosemere Estates Property Owners' Association" (the "Association") on February 25, 1997, a NRS 82 non-profit corporation, for the purpose of acting as a limited purpose association pursuant to Nevada Revised Statutes, Chapter 116.

7. Each property within Rosemere Estates is part of the Association.

8. The Owners Committee has consisted of three members, a President, Secretary and Treasurer.

9. The Association held Board elections every three (3) years through March 2010.

10. Each election cycle, homeowners would be invited to submit applications to run for the Board. Thereafter, election forms would be distributed, and an election would take place wherein three (3) Board members were elected.

11. The last election took place on March 24, 2010.

12. Presently, there is no sitting and acting Board for the Association.

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1 **II. CONCLUSIONS OF LAW.**

2 **A. Summary Judgment Standard**

3 1. Summary judgment shall be rendered in favor of a moving party if the pleadings,
4 depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any,
5 show that there is no genuine issue as to any material fact and that the moving party is entitled to
6 judgment as a matter of law. NRCP Rule 56(c).

7 2. "Summary Judgment is appropriate and shall be rendered forthwith when the
8 pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact
9 [remains] and that the moving party is entitled to judgment as a matter of law.'" Wood v. Safeway,
10 121 Nev. Adv. Op. 73, 121 P.3d, 1026, 1029 (2005)(quoting NRCP 56(c)). In Wood, the Nevada
11 Supreme Court rejected the "slightest doubt" standard from Nevada's prior summary judgment
12 jurisprudence, Id. at 1037, and adopted the summary judgment standard which had been articulated
13 by the United States Supreme Court in its 1986 Trilogy: Celotex Corp. v. Catrett, 477 U.S. 317
14 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986); and Matsushita Electrical Industrial
15 Company v. Zenith Radio Corporation, 475 U.S. 574 (1986).

16 3. The application of the standard requires the non-moving party to respond to the
17 motion by "Set[ting] forth specific facts demonstrating existence of a genuine issue for trial."
18 Wood, 121 p.3d at 1031. This obligation extends to every element of every claim made, and where
19 there is a failure as to any element of a claim, summary judgment is proper. Barnettler v. Reno Air,
20 Inc., 114 Nevada 441, 447, 956, P2d. 1382, 1386 (1998).

21 4. The Nevada Supreme Court held that "Rule 56 should not be regarded as a
22 "disfavored procedural shortcut" but instead as an integral important procedure which is designed
23 "to secure just, speedy and inexpensive determination in every action." Wood, 121, p.3d at 1030
24 (quoting Celotex, 477 U.S. at 327). In Liberty Lobby, the U.S. Supreme Court noted that:

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

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

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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1 11. If the corporation fails or refuses, as is the case here, to hold an election within 18
2 months after the last election, "the district court has jurisdiction in equity, upon application of any
3 one or more of the members of the corporation representing 10 percent of the voting power of the
4 members entitled to vote for the election of directors or for the election of delegates who are entitled
5 to elect directors..." NRS 82.306.

6 12. Here, there has been no Board election for well over six (6) years. Further, the Board
7 directors abandoned their positions in 2013.

8 13. Plaintiff, as the owner of one of the nine lots, represents 11% of the voting power.
9 Thus, Plaintiff may apply to the District Court to hold an election, as Plaintiff has done so in this
10 action.

11 14. When interpreting a statute, legislative intent "is the controlling factor." Robert E. v.
12 Justice Court, 99 Nev. 443, 445, 664 P.2d 957, 959 (1983). The starting point for determining
13 legislative intent is the statute's plain meaning. Id. When a statute "is clear on its face, a court
14 cannot go beyond the statute in determining legislative intent." Id.; see also State v. Catanio, 120
15 Nev. 1030, 1033, 102 P.3d 588, 590 (2004). But when "the statutory language lends itself to two or
16 more reasonable interpretations," the statute is ambiguous, and we may then look beyond the statute
17 in determining legislative intent. Catanio, 120 Nev. at 1033, 102 P.3d at 590. Internal conflict can
18 also render a statute ambiguous. Law Offices of Barry Levinson v. Milko, 124 Nev. 355, 367, 184
19 P.3d 378, 387 (2008).

20 15. To interpret an ambiguous statute, we look to the legislative history and construe the
21 statute in a manner that is consistent with reason and public policy. Great Basin Water Network v.
22 State Eng'r, 126 Nev. —, —, 234 P.3d 912, 918 (2010); see also Moore v. State, 122 Nev. 27,
23 32, 126 P.3d 508, 511 (2006); Robert E., 99 Nev. at 445–48, 664 P.2d at 959–61.

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1 16. The Legislature's intent is the primary consideration when interpreting an ambiguous
 2 statute. Cleghorn v. Hess, 109 Nev. 544, 548, 853 P.2d 1260, 1262 (1993). When construing an
 3 ambiguous statutory provision, "this court determines the meaning of the words used in a statute by
 4 examining the context and the spirit of the law or the causes which induced the [L]egislature to enact
 5 it." Leven v. Frey, 123 Nev. 399, 404, 168 P.3d 712, 716 (2007). In conducting this analysis, "[t]he
 6 entire subject matter and policy may be involved as an interpretive aid." Id. (internal quotation
 7 marks omitted). Accordingly, a court will consider "the statute's multiple legislative provisions as a
 8 whole." Id.

9 17. Chapter 116 is ambiguous with respect to the election of Board for a limited purpose
 10 association. While a Board is required, the election process normally required for a Board is not
 11 included in the limited purpose association statutory framework. See generally NRS 116.1201,
 12 116.31083, 116.31152.

13 18. In 1997, the Nevada Legislature passed Senate Bill 314 (SB 314), and in 1999, the
 14 Legislature expanded legislation in Senate Bill 451 (SB 451), to provide protection, rights, and
 15 obligations of homeowners living in common interest communities, known as the Common-Interest
 16 Ownership Act, presently set forth in Chapter 116. SB 451 included several additional provisions
 17 intended to protect homeowners' rights to serve on an association's board and elect those board
 18 members, including 2-year terms, notification, secret balloting, proxies and public voting.

19 19. Further, SB 451 offered additional protections regarding the financial accountability
 20 of the Board of Directors. See generally NRS 116.31038, 31151, 31152.

21 20. There is no question that these additional financial safeguards and requirements of the
 22 board apply to a limited purpose association. However, the legislature did not include any election
 23 protocol for the limited purpose association. The Court is tasked with resolving this obvious
 24 ambiguity.

25 21. The Court has concluded in this matter that the election must proceed in the manner
 26 in which elections always have been held by the Association, every three (3) years.

27 22. The Court grants Plaintiff's First Cause of Action for Declaratory Relief that an
 28 election must be held pursuant to NRS 82.271, 82.276, and 82.306.

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

4 **III. JUDGMENT**

5 **IT IS HEREBY ADJUDGED AND DECREED**

6 1. The Association shall hold an election within ninety (90) days from the date of this
7 order.

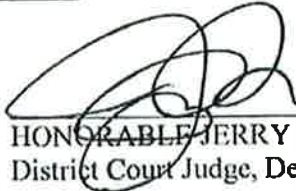
8 2. Plaintiff is directed to retain a neutral third party, either a licensed community
9 manager or attorney, to administer the election, which shall include all items required of a
10 homeowners' election, including, but not necessarily limited to, the preparation and collection of
11 nomination forms, preparation, mailing and collective of ballots, and counting of ballots at a duly
12 notice Association election meeting. The neutral third party is ordered to look to NRS 116.31034 for
13 guidance in the administration of the election.

14 3. The Association shall pay the neutral third party for its efforts in administering the
15 election after the election takes place and directors take office.

16 4. This Court shall retain jurisdiction until this Order has been fully complied with,
17 including but not limited to, the election has occurred, a Board is sitting, and the neutral third party
18 has been paid by the Association.

19 5. Plaintiff is the prevailing party in this litigation and is ordered to submit a separation
20 application for attorneys' fees and costs.

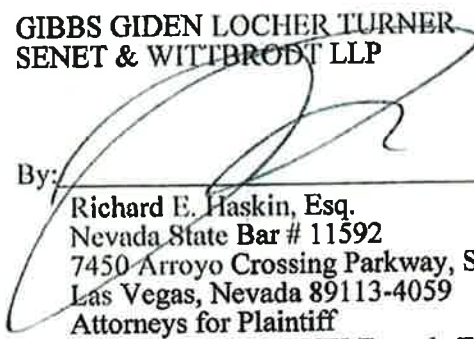
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22 IS SO ORDERED this 13 day of Sept, 2017.

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25 HONORABLE JERRY A. WIESE
26 District Court Judge, Dept. XXX
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DATED: September 8, 2017

GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: 

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Trustees of the Lytle Trust

Exhibit 15

Exhibit 15



ORD
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LYTLE

DISTRICT COURT

CLARK COUNTY, NEVADA

JOHN ALLEN LYTLE and TRUDI LEE LYTLE,
as Trustees of the Lytle Trust,

Plaintiff,

v.

ROSEMERE ESTATES PROPERTY OWNERS'
ASSOCIATION; SHERMAN L. KEARL, an
individual; GERRY G. ZOBRIST, an individual;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: A-15-716420-C
Dept.: XXX

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

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:

1. As the prevailing parties, Plaintiffs are entitled to an award of attorney fees under the Original CC&Rs and NRS § 116.4117.

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2. The plain terms of the Original CC&Rs authorize an award of fees in favor of Plaintiffs. As the Original CC&Rs provide, in pertinent part:

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 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 prosecuted by any lot owners or owners against any other owner or owners.

25. Attorney's Fees: In any legal or equitable proceeding for the enforcement of or to restrain the violation of the Declaration of Covenants, 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 proceeding.

See Original CC&Rs, ¶¶ 24, 25.

3. Plaintiffs prevailed in this action, and the Court granted Plaintiffs' motion for summary judgment, in its entirety. Accordingly, Plaintiffs are entitled to an award of attorney fees, pursuant to the terms of the Original CC&Rs.

4. Further, Plaintiffs are also entitled to an award of attorney fees pursuant to NRS 116.4117. NRS 116.4117 provides as follows:

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 comply with any of its provisions or any provision of the declaration or bylaws, any person or class of persons suffering actual damages from the failure to comply may bring a civil action for damages or other appropriate relief. . .

4. The court may award reasonable attorney's fees to the prevailing party.

5. The term "damages" in the phrase "suffering actual damages" refers to damages in the general sense of specifically provable injury, loss, or harm rather than the specific sense of economic damages. Whether quantifiable as a monetary loss or not, Plaintiffs suffered an injury, loss or harm as a result of the Association's actions. Accordingly, under the statute they had the right to bring a civil action for damages or other appropriate relief and, having, prevailed thereon may be awarded their reasonable attorney fees as the prevailing party.

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Submitted by:

GIBBS GIDEN LOCHER TURNER, SENET
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LYTLE, AS TRUSTEES OF THE LYTLE
TRUST

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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,

Plaintiff,

v.

TRUDI LEE LYTLE AND JOHN ALLEN
LYTLE, AS TRUSTEES OF THE LYTLE
TRUST; JOHN DOES I through V, inclusive, ROE
ENTITIES I through V, inclusive,

Defendants.

Case No.: A-17-765372-C
Dept.: XVIII

**DEFENDANTS TRUDI LEE LYTLE,
JOHN ALLEN LYTLE, THE LYTLE
TRUST (1) OPPOSITION TO MOTION
FOR SUMMARY JUDGMENT, OR, IN
THE ALTERNATIVE, MOTION FOR
JUDGMENT ON THE PLEADINGS; AND
(2) COUNTERMOTION FOR SUMMARY
JUDGMENT**

Date: March 28, 2018
Time: 9:00 a.m.

COMES NOW Defendants TRUDI LEE LYTLE, JOHN ALLEN LYTLE, and THE LYTLE
TRUST (the "Lytles"), by and through their counsel of record, Richard E. Haskin, Esq., and
Timothy Elson, Esq., of the law firm of GIBBS, GIDEN, LOCHER, TURNER, SENET &
WITTBRODT, LLP, and hereby files the Lytles' Opposition to Plaintiffs 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

1 G. AND EVELYN A. SANDOVAL JOINT LIVING AND DEVOLUTION TRUST DATED MAY
2 27, 1992; and DENNIS A. GEGEN AND JULIE S. GEGEN, HUSBAND AND WIFE, AS JOINT
3 TENANTS (collectively "Plaintiffs") Motion for Summary Judgment, or, in the Alternative, Motion
4 for Judgment on the Pleadings, and Countermotion for Summary Judgment.

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I. INTRODUCTION**

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

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

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

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